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FIFTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

PRESIDENTIAL CLUB

A UTAH CONDOMINIUM PROJECT

IN

SALT LAKE COUNTY, UTAH

TABLE OF CONTENTS

RECITALS 1

ARTICLE 1 - DEFINITIONS 2

1.1 Act 3

1.2 Articles 3

1.3 Assessment 3

1.4 Association 3

1.5 Balcony 3

1.6 Building 3

1.7 Bylaws 3

1.8 Board Member or Board of Trustees Member 3

1.9 Board of Trustees or Board 3

1.10 Common Area 3

1.11 Common Expenses 4

1.12 Declaration 4

1.13 Governing Documents 4

1.14 Lender 4

1.15 Limited Common Area 4

1.16 Manager 4

1.17 Occupant 4

1.18 Owner 5

1.19 Person 5

1.20 Plat 5

1.21 Project 5

1.22 Property 5

1.23 Rules 5

1.24 Terms and Conditions 5

1.25 Undivided Interest 5

1.26 Unit 5

ARTICLE 2 - THE PROJECT 5

2.1 Submission to the Act 5

2.2 Binding Effect of Governing Documents 6

2.3 Project Name 6

2.4 Nature of the Project 6
2.5 Identification of Units 6
2.6 Registered Agent 6
ARTICLE 3 - DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, ... 6
3.1 The Unit 6
3.2 Limited Common Area 7
3.3 Undivided Interest of each Unit in the Votes of the Association 8
3.4 Plat 8
3.5 Variances between the Plat and As-Built Construction 8
ARTICLE 4 - MAINTENANCE, REMODELING, AND UTILITIES 8
4.1 Owner Responsibility 8
4.2 Association Responsibility 10
4.3 Remodeling, Maintenance, and Repair of Units 12
4.4 Default in Maintenance 13
4.5 Utilities 14
4.6 Alterations, Additions and Improvements of Common Area 14
ARTICLE 5 - ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION 14
5.1 Organization of Association 14
5.2 Modifying or Changing the Name of the Project 14
5.3 Legal Organization 14
5.4 Membership 14
5.5 Availability of Documents 15
5.6 Board of Trustees 15
5.7 Reasonable Ongoing Requirements for Board of Trustees Members 15
5.8 Limitation on Authority of Owners, Board of Trustees Members, Officers, and the Board of Trustees 15
5.9 No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents 16
5.10 Registration with the State 16
ARTICLE 6 - GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION 16
6.1 Rights and Responsibilities of the Association 16
ARTICLE 7 - BUDGETS & ASSESSMENTS 18
7.1 Purpose of Assessments 18
7.2 Budget and Regular Assessment 19

7.3 Payment of Regular Assessments 19
7.4 Personal Obligation for Assessment 19
7.5 Improvements 20
7.6 Allocation of Assessments 20
7.7 Rules 20
7.8 Certificate of Payment 20
7.9 Special Assessments 20
7.10 Special Assessments to Individual Units 20
7.11 Acceptance of Materials or Services 21
7.12 Application of Excess Assessments 21
7.13 No Offsets 21
7.14 How Payments are Applied 21
7.15 Loans 21
ARTICLE 8 - NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY 21
8.1 Delinquency 21
8.2 Collection Charges and Interest 22
8.3 Joint and Several Liability of Owner and Future Owners for All Past and Presently Accruing Unpaid Assessments 22
8.4 Lien 22
8.5 Action at Law 22
8.6 Foreclosure Sale 23
8.7 Homestead Waiver 23
8.8 Termination of Delinquent Owner's Rights 23
8.9 Requiring Tenant to Pay Rent to Association 23
8.10 Attorney Fees Incurred as a Result of a Default 23
8.11 Association Foreclosure 24
ARTICLE 9 - PROPERTY RIGHTS IN UNITS AND COMMON AREA 24
9.1 General Easements to Common Area and Units 24
9.2 Public Utilities 25
9.3 Easements for Encroachments 25
9.4 Limitation on Easement—Suspension of Owner's Rights 25
9.5 Views 26
ARTICLE 10 - USE LIMITATIONS AND CONDITIONS 26
10.1 Rules 26

10.2 Signs 26
10.3 The Board may adopt Rules and Regulations restricting Holiday Decorations in the Project, to the extent permitted by law 26
10.3 Nuisance 27
10.4 Smoking 27
10.5 Temporary Structures 27
10.6 Parking 27
10.7 External Fixtures 28
10.8 Window Covers 28
10.9 External Laundering 28
10.10 Outside Speakers and Amplifiers 28
10.11 Repairs and Vehicle Maintenance 28
10.12 Unsightly Items 28
10.13 Animals 29
10.14 Landscape Maintenance 29
10.15 Floor Load 29
10.16 Residential Occupancy 29
10.17 No Subdivision or Timeshare of Units or Recording by Owners of Terms and Conditions 30
10.18 Architectural Control 31
10.19 Lighting 31
10.20 Balconies 31
10.21 Car Wash 31
10.22 Bike Rack 31
10.23 Parking Spaces 31
10.24 Storage Spaces 32
10.25 Club Room and Other Amenities 32
10.26 Entryways 32
10.27 Variances 32
10.28 Hazardous Substances 33
ARTICLE 11 - INSURANCE 34
11.1 Insurance Requirement 34
11.2 Annual Insurance Report 34

11.3 Property Insurance 34
11.4 Comprehensive General Liability (CGL) Insurance 38
11.5 Directors' and Officers' Insurance 38
11.6 Insurance Coverage for Theft and Embezzlement of Association Funds 38
11.7 Workers' Compensation Insurance 38
11.8 Certificates 38
11.9 Named Insured 36
11.10 Association's Right to Negotiate All Claims and Losses and Receive Proceeds 39
11.11 Insurance Trustee 39
11.12 Owner Act Cannot Void Coverage under Any Policy 39
11.13 Waiver of Subrogation against Owners and the Association 39
11.14 Right of Action 40
11.15 Applicable Law 40
ARTICLE 12 - DESTRUCTION OF IMPROVEMENTS 40
12.1 Reconstruction 40
12.2 Insurance Proceeds Sufficient for Reconstruction 41
12.3 Insurance Proceeds Insufficient for Reconstruction 41
ARTICLE 13 - EMINENT DOMAIN 41
13.1 Total Taking of a Unit 41
13.2 Partial Taking of a Unit 42
13.3 Taking of Limited Common Area 42
13.4 Taking of Common Area 42
13.5 Taking of Entire Project 42
13.6 Priority and Power of Attorney 42
ARTICLE 14 - TERMINATION 43
14.1 Required Vote 43
14.2 Termination Agreement 43
14.3 Sale of Project 43
14.4 Association Duties 43
14.5 Proceeds of Sale 43
14.6 Allocation upon Termination 44
ARTICLE 15 - AMENDMENTS 44
15.1 General Amendment Requirements 44
15.2 Scope of Amendments 44

15.3 Execution and Effective Date of Amendments 44
15.4 Changes to Plat or Boundaries of the Association 44
15.5 Amendment to Conform to Law 45
15.6 Amendments to Reassign Parking Spaces or Storage Units 45
15.7 Consent of Two-Thirds Owners to Alter Undivided Interests 45
ARTICLE 16 - INTERPRETATION, CONSTRUCTION, AND APPLICATION 46
16.1 No Waiver 46
16.2 Conflicting Provisions 46
16.3 Interpretation of Declaration and Applicability of the Act 46
16.4 Cumulative Remedies 46
16.5 Severability 46
16.6 Construction 47
16.7 Applicable Law 47
16.8 Gender and Number 47
16.9 Effect of Declaration 47
ARTICLE 17 - NOTICE 47
17.1 Notices 47
ARTICLE 18 - ATTORNEY FEES AND COSTS 50
18.1 Legal Costs Associated with Disputes with Owners 50
ARTICLE 19 - RESERVES 51
19.1 Requirement for Reserves 51
ARTICLE 20 - LEASING AND NON-OWNER OCCUPANCY 52
20.1 Declaration and Rules Govern Non-Owner Occupancy 52
20.2 Definitions 52
20.3 Units Permitted to be Non-Owner Occupied 52
20.4 Requirements for Leasing and Non-Owner Occupancy 52
20.5 Exceptions 53
ARTICLE 21 - GENERAL PROVISIONS 54
21.1 Enforcement 54
21.2 Non-liability of Officials 54
21.3 Use of Funds Collected by the Association 54
21.4 Owner Liability and Indemnification 54
21.5 Consent, Power of Attorney, Waiver 54
21.6 Security 55
21.7 Reasonable Accommodations 55

21.8 No Representations and Warranties 55
ARTICLE 22 - REINVESTMENT FEE COVENTANT 56
22.1 Reinvestment Covenant upon Sale or Transfer of Unit 56
22.2 Purpose of the Reinvestment Fee 56
22.3 Limitation on Reinvestment Fee 56
22.4 Additional Actions 56

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

Presidential Club, a Utah Condominium Project

This Fifth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Presidential Club, a Utah Condominium Project, is recorded by Presidential Club Homeowners Association, Inc., upon its approval by the Owners, and is effective as of the date it is recorded in the Salt Lake County Recorder's Office.

RECITALS

1. Capitalized terms in this Declaration are defined in Article 1 or in other sections of this Declaration.
2. A Declaration of Condominium of Presidential Club was recorded in the Office of the County Recorder of Salt Lake County, Utah on February 6, 2001 as Entry No. 7814779 in Book 8422 at Page 465 of the Official Records (the "Original Declaration") of Salt Lake County, Utah.
3. An Amended and Restated Declaration of Condominium and Bylaws of Presidential Club was recorded in the Office of the County Recorder of Salt Lake County, Utah on October 3, 2001 as Entry No. 8019592 in Book 8507 at Page 4675 of the Official Records (the "Amended Declaration"), of Salt Lake County, Utah.
4. An Amendment to the Declaration of Condominium for Presidential Club Condominium was executed on January 3, 2006 by Miller's Willow Creek Development, L.C. and was recorded in the Office of the County Recorder of Salt Lake County, Utah on January 23, 2006 as Entry No. 9616904 in Book 9246 at Page 3483 of the Official Records of Salt Lake County, Utah. As stated in Section 3.5 below, the re-assignment of parking spaces in this Amendment remains in full force and effect, notwithstanding anything else in this Declaration.
5. A Second Amendment to the Amended and Restated Declaration of Condominium for Presidential Club, a Utah Condominium Project was executed on May 11, 2011, and was recorded in the Office of the County Recorder of Salt Lake County, Utah on May 11, 2011 as Entry No. 11180943 in Book 9923 at Page 8305 of the Official Records of Salt Lake County, Utah.
6. A Third Amendment to the Amended and Restated Declaration of Condominium for Presidential Club, a Utah Condominium Project was executed on May 19, 2011 as Entry No. 11185586 in Book 9925 at Page 6610 of the Official Records of Salt Lake County, Utah.
7. A Fourth Amendment to the Amended and Restated Declaration of Condominium for Presidential Club, a Utah Condominium Project was executed on October 29, 2015, as Entry No. 12160410 in Book 10374 at Page 7165-7249 of the Official Records of Salt Lake County, Utah.
8. This Declaration of Condominiums affects that certain real property located in Salt Lake County, Utah described with particularity in Exhibit "A."

9. The Project is to be known as "PRESIDENTIAL CLUB."

10. Presidential Club Homeowners Association, Inc., with the authority and approval of the Owners, hereby adopts this Declaration, which shall be the sole Declaration for the Project and which shall amend and completely replace the Enabling Declaration and all prior declarations and amendments thereto, (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.

11. This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Presidential Club, a Utah Condominium Project, is adopted to replace and update the terms of the Original Declaration, the Amended Declaration, and any amendments thereto including, but not limited to, those listed recitals, to further define the rights of the Association and the Owners, and to provide for a general plan for managing the Project; all in furtherance of the Association's efforts to efficiently and economically protect and enhance the value of the Units and the Project, and to create a superior living environment.

12. All rights of the declarant defined in the Enabling Declaration have expired pursuant to the terms of the Enabling Declaration and Utah Code Ann. § 57-8-16.5. No declarant approval is required for this amendment.

13. The Bylaws attached as Exhibit B were sent to all Mortgagees holding a first mortgage on any Unit in the Project, and no objections were made by such Mortgagees. No Mortgagees holding a first mortgage on any Unit in the Project have given notice of their intent to be an Eligible Mortgagee and receive notice, and therefore, except for the Mortgagee consent related to the adoption of the Bylaws, no further Eligible Mortgagee Consent is required to adopt this Declaration.

14. The Association and Owners hereby desire to establish the Terms and Conditions for the mutual benefit and burden of the Association, and all current and future Owners, Occupants, Lenders, and others acquiring any interest in the Project.

15. The Board of Trustees has obtained the approval of the Owners necessary to adopt and record this Declaration and the attached Exhibits.

NOW, THEREFORE, for the reasons recited above the Association hereby adopts this Declaration.

ARTICLE 1
DEFINITIONS

As used herein, unless the context otherwise requires:

1.1 "Act" shall mean the Condominium Ownership Act codified beginning at Section 57-8-1, Utah Code Annotated, as amended and as may be amended from time to time.

1.2 "Articles" shall mean the Articles of Incorporation or the chartering document of any other legal entity, as have been or may be amended from time to time, if any entity shall be formed and remain in effect for the Association.

1.3 "Assessment" shall mean any monetary charge imposed or assessed on an Owner by the Association as provided for in this Declaration or the Act.

1.4 "Association" shall refer to the Presidential Club Homeowners Association, Inc., the membership of which shall include each Owner in the Project. The Association is currently incorporated as a nonprofit corporation. If the Owners are ever organized as another type of entity, or if the Owners act as a group without legal organization, "Association" as used in this Declaration shall refer to that entity or group.

1.5 "Balcony" shall refer to any balcony, patio, or deck associated with any Unit.

1.6 "Building" shall mean the building containing the Units in the Project.

1.7 "Bylaws" shall mean the Bylaws of the Association attached as Exhibit D and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded.

1.8 "Board Member" or "Board of Trustees Member" shall mean a duly qualified and elected or appointed member of the Board of Trustees.

1.9 "Board of Trustees" or "Board" shall mean the body of elected or appointed people with primary authority to manage the affairs of the Association, including the responsibility and authority to make and enforce all of the reasonable rules covering the operations and maintenance of the Project.

1.10 "Common Area" shall, unless otherwise provided for in this Declaration, mean everything and everywhere in the Project, except to the extent any fixture, structure, or other area is part of a Unit as defined herein. Unless otherwise specifically included or excluded on the Plat or in this Declaration, Common Area includes, but is not limited to:

(a) All real property included within the Project, including any air space or subsurface rights, whether leasehold or in fee simple;

(b) All fixtures and equipment related to the provision of electricity, gas, water, television, internet, and electronic services, and the removal of waste water;

(c) All apparatus and installations clearly intended and existing for common use including, if any, bearing walls, columns and girders to the interior surfaces thereof, regardless of location, elevators, stairways, roofs, foundations, pipes, tanks, pumps, ducts, flues, chutes, conduits, fans, compressors, wiring and other utility installations to the outlets, and central or common installations and equipment to provide power, light, water, heating, air conditioning, and garbage disposal;

(d) All Limited Common Areas;

(g) All roadways and parking areas in the Project that are not otherwise specifically dedicated to a governmental body or, by other means, specifically excluded from the Project in the Plat or Declaration, and all: greens, gardens, storage areas, walkways, the movie theater, the multi-purpose room, the courtyard area, the

dining room, the dumpsters, parking spots not otherwise assigned a Unit, the club room, bike racks, car wash, elevators, emergency generators, exercise room, and any other recreational areas and facilities;

(h) All balconies; and

(i) All other parts of the Project necessary or convenient to its existence, maintenance, safe operations, or normally in common use.

The definition of Common Area in this Declaration shall supersede the definition of "Common Area and Facilities" in the Act and shall apply in all instances when the term "Common Areas and Facilities" is used in the Act.

1.11 "Common Expenses" shall mean (1) all sums lawfully assessed against all of the Owners; (2) expenses of administration, maintenance, repair, or replacement of the Common Areas; and (3) the costs for: (a) maintenance, repair, and replacement of those aspects of the Units which are maintained by the Association as provided for in this Declaration, if any; (b) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees; (c) utilities (other than utilities that are separately metered and charged to the Units), extermination, landscape maintenance, and other related services; (d) insurance and bonds required or allowed by this Declaration and applicable law; (e) amounts deposited in reserves; (f) other charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; and (g) any other expenses of the Association arising from the operation of the Association and not otherwise excluded from Common Expenses by the Governing Documents or any applicable law.

1.12 "Declaration" shall mean this Declaration, including all attached exhibits, which, other than the Bylaws, are hereby incorporated by reference into the Declaration and shall be part of the Declaration, and any and all amendments to this Declaration.

1.13 "Governing Documents" shall refer to this Declaration, the Plat, the Bylaws, the Rules, any Articles, and any other documents or agreements binding upon all of the Owners.

1.14 "Lender" shall mean a holder of a mortgage or deed of trust on a Unit.

1.15 "Limited Common Area" shall mean a portion of the Common Area specifically designated in this Declaration or the Plat for the exclusive use of Owners of one or more Units to the exclusion of other Owners. Conveyance of a Unit includes the use of the Limited Common Area designated for the use of the Owner of the Unit.

1.16 "Manager" shall mean any Person engaged by the Association to manage the Project.

1.17 "Occupant" shall mean any Persons, other than an Owner, in possession of, using, entering into, or living in a Unit or the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful Occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful Occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to

verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).

1.18 "Owner" or "Owners" shall mean the Person or Persons who have record title to a Unit, including those who hold a fee simple interest in the Unit (in whole or in part), according to the records of the County Recorder of Salt Lake County, Utah; however, Owner shall not include a trustee or beneficiary of a deed of trust or a mortgagee.

1.19 "Person" shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity.

1.20 "Plat" shall mean the record of survey map or maps of the Project (the "Condominium Plat" as used in the Act) recorded in the records of the Salt Lake County Recorder, and all amendments and supplements thereto. The Plat for the Project is recorded at Book 8422, Page 464, as Entry No.7814778. The Plat contains 13 pages.

1.21 "Project" shall mean the land, whether leasehold or in fee simple, the Building, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith; as defined by the Plat and this Declaration and including the units, the Common Area, and the Limited Common Areas. Project as defined in this Declaration is intended to have the same definition as "Property" as defined in the Act.

1.22 "Property" shall mean the property legally described in Exhibit A and all easements and rights appurtenant thereto.

1.23 "Rules" shall mean and refer to the rules adopted by the Association.

1.24 "Terms and Conditions" shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.

1.25 "Undivided Interest" shall mean the interest of that Owner (expressed as a percentage in Exhibit B to this Declaration) in the Common Areas, which shall be applicable for the purposes of voting, the payment of Common Expenses, and for other purposes indicated in this Declaration or the Act.

1.26 "Unit" shall mean and refer to an individual condominium unit, unit, or condominium, (all as defined in the Act), which shall consist of a separate physical part of the property intended for independent use, including one or more rooms or spaces located on one or more floors, or part or parts of floors, in a building, and which is identified on the Plat. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Undivided Interest appurtenant to such Unit.

ARTICLE 2
THE PROJECT

2.1 Submission to the Act. The Association hereby confirms and restates that the Project is a condominium project as defined in the Act and the Project is submitted and subject to the Act.

2.2 Binding Effect of Governing Documents. The Property is part of the Project and the Project and all of the units shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes, easements, and covenants and conditions running with the land, and shall be binding upon and inure to the benefit of the Association and each Owner, including their respective heirs, executors, administrators, personal representatives, and successors. By acquiring any interest in a Unit such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.

2.3 Project Name. The Project is named "Presidential Club, a Utah Condominium Project" and is located entirely in Salt Lake City, Salt Lake County, Utah.

2.4 Nature of the Project.

(a) The Project primarily consists of one building containing a total of seventy-five Units. The Project also contains a courtyard, two parking areas, and other Common Areas.

2.5 Identification of Units. All of the Units are referenced specifically and identified by location on the Plat.

2.6 Registered Agent. The registered agent of the Association shall be Suzette Thomas, Community Solutions and Sales, 12371 S. 900 E., Suite 200, Draper, Utah 84020. If the registered agent moves or is no longer available as the registered agent of the Association, the registered agent for the Association may be as provided for in entity filings and the HOA registration for the Association with the Utah Division of Corporations. The identity of the registered agent in this Declaration may be changed by a recorded document, solely for the purpose of updating the registered agent information, which may be approved of by the Board of Trustees without any need for Owner consent.

ARTICLE 3
DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, AND UNDIVIDED INTERESTS

3.1 The Unit.

(a) The distinct Unit number that identifies the Unit on the Plat may or may not be consistent with the mailing address of the Unit.

(b) Subject to further specification in this Declaration, each Unit consists of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat, and all interior partitions and other fixtures and improvements within such boundaries. The horizontal boundaries of each Unit shall be the underside of the finished but unpainted or decorated ceiling of each level of the Unit, and the top of the finished but undecorated floor of each level in the Unit. The vertical boundaries of each Unit shall be the interior of the finished but undecorated walls located on the perimeter lines (boundary) of the respective levels of the Unit as shown on the Plat. All framing, concrete, and other structural components in the walls, floors, or ceilings on the vertical and horizontal boundaries of a Unit (as

designated on the Plat) and all framing, structures, and concrete in any bearing walls are part of the Common Area. Generally, all wallboard, drywall, concrete, and framing in walls, ceilings, and floors on the boundaries of the Unit are not part of the Unit and are Common Area. All materials constituting any part of the finished surfaces or of the decorating in the Unit are part of the Unit. Generally, all paneling, tile, wallpaper, paint, carpet, hardwood flooring, linoleum, and other materials constituting any part of the finished surfaces or installed on the finished surfaces in a Unit are part of the Unit. All parts of exposed concrete structural components in the Building (including the surface) in or on the boundary of a Unit shall be Common Area. All parts of non-bearing walls and partitions inside the boundaries of a Unit (walls not on the exterior boundary of a Unit) are part of the Unit. Windows are part of the Unit. Doors to balconies and doors to the interior of the building are part of the Unit.

(c) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water, power, air, sewer lines, or any other similar fixtures located inside the designated vertical and horizontal boundaries of a Unit and those between the point at which the same enter the Owner's Unit, and the closer of the point where the same join the utility lines serving another Unit or exit the Building, are part of the Unit.

(d) Each Unit, together with its Undivided Interest in the Common Areas, shall, for all purposes, constitute real property and may be individually conveyed and encumbered and may be inherited or devised by will. Any Unit may be held and owned by more than one Person as joint tenants or as tenants in common, or in any other real property tenancy relationship recognized under the laws of the state of Utah.

(e) Each Unit shall be assessed separately for taxes, Assessments, and other charges of the state of Utah or of any political subdivision or special improvement district or of any other similar authority. The Common Area shall not be subject to separate taxation or assessment.

(f) Each Owner may separately convey, encumber, or mortgage the Owner's Unit. No Owner may encumber the Common Areas, except to the extent of the Undivided Interest in the Common Area appurtenant to the Unit. The provisions of this Declaration shall be superior to any such interest and, in the event of any foreclosure (judicial or otherwise), the person taking title shall be subject to this Declaration.

3.2 Limited Common Area.

(a) Specific Identification of Limited Common Areas. The Limited Common Area associated with each Unit shall consist of areas identified on the Plat or in this Declaration as Limited Common Area with the exception of Parking Spaces and Storage Assignments.

3.3 Undivided Interest of each Unit in the Votes of the Association. The Owners of each Unit shall be entitled to vote their Undivided Interest for all matters related to the Association that Owners are permitted or required to vote or approve. The Undivided Interests are as provided in Exhibit B. Any difference in square footage, location, size, value, or other aspect of any Unit shall not be a reason to alter or change any Undivided Interest.

3.4 Plat. The Plat and all dimensions, descriptions, and identification of boundaries therein shall be binding on the Association and the Project. If any conflict exists between the Plat and this Declaration, this Declaration shall control.

3.5 Variances between the Plat and As-Built Construction. The boundaries of a Building, Unit, or Balcony constructed or reconstructed in substantial accordance with the Plat shall be conclusively presumed to be the actual boundaries rather than the description expressed in the Plat, regardless of the settling or lateral movement of the Building and regardless of minor variances between boundaries shown on the Plat and those of the Building or Unit. Despite the description on the Plat, the following Storage Spaces have been reassigned: units 31, 74, 75, 12, and 87. Several transfers of parking spaces have also been effectuated, including the transfer of parking space numbers 31, 74 and 75 to the Association in return for space number 31 to R. Preston Miller pursuant to a lease to for twenty (20) years commencing in 2006 and the assignment to R. Preston Miller of the right to use, assign, transfer, convey, lease or rent space numbers 12 and 87.

ARTICLE 4
MAINTENANCE, REMODELING, AND UTILITIES

4.1 Owner Responsibility.

(a) The Owner of a Unit shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of all of the following with regard to the Owner's Unit (regardless of whether they are part of the Common Area or Unit):

(1) All doors in and on the exterior of the Unit, including thresholds, jams, hinges, doorbells, chimes, handles, and lock.

(2) All paneling, tile, wallpaper, paint, carpet, finished interior flooring, fireplaces, and any other materials constituting the finished interior surfaces of floors, ceilings, or walls;

(3) All drywall, wallboard, or similarly functioning materials within the Unit;

(4) All framing, insulation, and other materials associated with interior nonbearing walls;

(5) All fixtures, appliances, and other improvements in the Unit, including all utilities in the utility closet that is part of the Unit, except that the door from the utility closet to the interior is the Association's responsibility;

(6) All equipment, lines, pipes, wiring, and fixtures related to the provision of: sewer and water drainage and removal, hot and cold water, power, natural gas, internet, television, telephone, air conditioning, and any other utility service, wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively;

(7) The air conditioning unit associated with the Unit;

(8) All doors, screen doors, exterior windows and window frames, and exterior lights on any balcony associated with a Unit and doors from the Unit to the interior of the Building, but not door frames on such interior doors; and

(9) The door handle and lock of the storage space assigned to the Unit.

(b) Without the prior approval of the Board of Trustees, an Owner shall not replace or make any alterations, repairs, or modifications to the surface of any Common Area or any part of the exterior of a Building, except for replacing exterior glass windows, doors from a Unit to the interior or onto a balcony, balcony lights, and air conditioning units, as set forth in Section 4.1 of this Declaration. This includes, but is not limited to, painting, decorating, altering, making improvements to or otherwise changing any portion of the exterior of the buildings or the Common Area (except for landscaping as may be provided in the Rules and Regulations adopted by the Board of Trustees). The Association may require that such repairs or modifications, if allowed, be made in a particular manner, by a particular person, or that they comply with particular materials or aesthetic requirements or other standards.

(c) The Owner shall be responsible for keeping the following areas in a clean and sanitary condition and free of pests and rodents:

(1) The Unit;

(2) The Balcony and storage areas contained therein and appurtenant to the Unit;

(3) Any Limited Common Areas associated with the Unit, including the storage areas and parking spaces; and

(4) The interior surface of any window on the exterior boundary of the Unit.

(d) Limited Common Areas. The Board of Trustees may set forth in the Rules complete restrictions on all or some items or specific restrictions or guidelines on what may or may not be kept, installed, or left on or in any Balcony, storage area, parking area, or other Limited Common Areas.

(e) Parking Spaces. Subject to an Owner's obligation to comply with Rules relating to parking areas that may include requirements to keep such areas free of clutter, debris, and other items, the Association shall be responsible for cleaning parking areas.

(f) Easement to Repair or Replace Air Conditioning Compressors. There are air conditioning compressors located in the Common Area appurtenant to the Units and on the roof of the Building. An easement is hereby reserved in favor of each such Unit for the purpose of maintenance, repair or replacement of said air conditioning compressors by the respective Owners as required herein above. When air conditioning compressors are replaced, they shall be replaced with equipment, which meets environmental regulation requirements and is architecturally compatible with the Common Area. Outside replacement air conditioning units may be located at ground level or on the roof in a location approved in writing by the Board of Trustees. All replacement costs are the responsibility of the Owners. If an Owner fails to repair or replace the air conditioner appurtenant to the Owner's Unit, the Association may repair or replace the air conditioner and assess the costs to the Owner. Air conditioning compressors and related components shall be placed in a way to minimize the sound and any nuisance to any neighboring Owners.

4.2 Association Responsibility.

(a) Except as maintenance and cleaning obligations are otherwise assigned to the Owners or others in this Declaration, the Association shall repair, maintain, replace, and clean the Common Area, which shall include, but not be limited to, the obligation to repair, maintain, replace, and clean (as appropriate) the following:

(1) All foundations, concrete pillars, and suspended concrete slabs and pads;

(2) All framing and structural components in ceilings and floors;

(3) All framing, structural components, and insulation in exterior and bearing walls;

(4) Except as otherwise provided herein, all framing, structural components, and insulation located in any wall on the boundary to a Unit;

(5) The exterior surfaces of the Building and all components that are a part of the exterior surface of the Building, including, without limitations, balconies, but not including windows and doors as such responsibilities are allocated to Owners;

(6) Any stairways on the exterior of any Unit and any railings associated therewith (including any water penetration related thereto);

(7) The roof;

(8) All equipment, lines, pipes, wiring, and fixtures related to the provision of: sewer and water drainage and removal, hot and cold water, power, natural gas, internet, television, telephone, and any other utility services, wherever they might be located, to the extent they serve more than one Unit;

(9) Garbage collection and snow removal;

(10) The courtyard, multipurpose room, theater, dining room, club room, common kitchen, large storage rooms not otherwise assigned to Units, elevators, theater, exercise room, and all similar amenities not located within a Unit;

(11) All Common Area and common spaces;

(12) All patio fences that border the Plat;

(13) All landscaping of the Common Areas;

(14) All Limited Common Areas unless such responsibilities are assigned to Owners; and

(15) The door frames for interior doors from Units to the hallways.

(b) The Association shall have the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area (subject only to the obligation to get approvals for material alterations to the Project). The Association shall do all such other and further acts that the Board of Trustees deems necessary to preserve and protect the Common Area, in accordance with the general purposes specified in this Declaration.

(c) Owner approval for certain improvements. Improvements shall be governed by and subject to the following conditions, limitations, and restrictions:

(1) Any improvement (repair, replacement, modification or upgrade) to the Project that does not materially alter the Project may be authorized by the Board of Trustees alone.

(2) A material alteration to the Project is the installation of a previously nonexistent and materially significant fixture or permanent removal of a materially significant fixture such as a swimming pool, hot tub, workout room, tennis court, or parking area. Landscaping alterations, general remodeling, the updating of existing fixtures such as boilers, electrical systems, plumbing equipment, and the addition or removal of signs or small structures, are not considered material alterations to the Project.

(3) Any improvement that will cost less than ten percent (10%) of the annual budget may be approved by the Board of Trustees alone.

(4) Prior to being constructed or started any improvement which will cost more than ten percent (10%) of the annual budget and will materially alter the Project must be authorized by the vote of Owners holding at least fifty percent (50%) of the Undivided Interests at a meeting called for that purpose and must be approved of by the Board of Trustees. No material alteration that changes the size, shape, or location of any Unit shall be permitted without the written consent of all directly affected Owners'.

(5) Standard of Maintenance. The Board of Trustees shall determine, in its sole discretion, the appropriate maintenance standard for the

Common Area and Limited Common Area, so long as those areas are maintained in the best interests of the Owners and consistent with the standards of a residential condominium project.

(6) Assessment of Maintenance Expenses to Specific Owner. Subject to the provisions related to insurance responsibility and deductible allocation, if the need for maintenance or repair is caused by an Owner or an Occupant, the Association shall assess to the Owner the actual cost of such maintenance or repair to the extent the repair costs are not paid for by any applicable insurance.

(7) Association not responsible for loss, damage or theft. The Board of Trustees and Manager shall not be responsible for loss or damage by theft, or otherwise, of articles which may be stored by the Owner in the patio, storage area, parking space(s) or Unit.

4.3 Remodeling, Maintenance, and Repair of Units.

(a) An Owner may complete any maintenance or upgrades to the interior of a Unit, not otherwise defined as remodeling, without prior approval of the Association using the Architectural Application for Improvements.

(b) Remodeling.

(1) For the purpose of this Declaration, remodeling shall include, but not be limited to: changing, removing, or adding flooring such as carpet, linoleum, tile or hardwood floors; kitchen or bathroom modifications; structural alterations; moving or removing walls; altering the walls beyond painting such as by adding interior brick, paneling, or glass; any change to the electrical, mechanical, plumbing, fireplaces, or ventilation system other than repairing, changing or replacing vent covers, outlet covers, or faucets; and any other activity generally referred to as remodeling.

(2) Before beginning any remodeling or deviating from a previously approved remodeling plan, the Owner shall:

(i) Notify the Board of Trustees using the Architectural Application for Improvement and provide the following: (1) a written description of the proposed remodeling, (2) a description of how any debris or materials removed will be disposed of, (3) the date the remodeling is expected to begin, (4) the date the remodeling is expected to be completed, (5) the names, contractor's license numbers, proof of current workers' compensation insurance, and proof of current liability insurance for all contractors and other persons expected or required to perform work in the remodeling, if available (all of this information shall be provided to the Association before work begins), (6) any expected nuisance that the remodeling may create such as noise or dust, and (7) the Owner's proposal for mitigating any expected nuisance;

Wait to begin the remodeling until the Board of Trustees gives written approval. If the Association does not respond within thirty (30) days of a notice of remodeling, the Owner may complete the remodeling to the Unit consistent with the information provided in the notice and the requirements of this Declaration. The Board of Trustees may respond by approving the request, requesting additional information, or denying the request if the notice is not complete or if the remodeling plan appears unsafe or inconsistent with the terms of the Governing Documents. If the Association responds and requests further information or denies the request, the Owner shall not begin the remodeling; and

(ii) Pay or agree to pay any fees or costs required by the Board of Trustees associated with reviewing or monitoring the remodeling.

(3) Without prior written permission of the Board of Trustees and regardless of whether any response from the Board of Trustees is timely received or not related to a request for remodeling approval, none of the following shall occur at any time: (1) any use of the Common Area or any roadways 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 roadways by vehicles, materials, or persons, (4) any use of any Association garbage and disposal facilities for the disposal of debris, materials, or other items related to remodeling, or (5) modification to any Common Area.

(4) The Board of Trustees shall have no authority to approve of any remodeling inconsistent with the Terms and Conditions, that modifies the boundaries of any Unit from the original construction (unless any such modification is otherwise specifically allowed in this Declaration or by law), or that would cause unsafe conditions or a legal nuisance.

(c) All remodeling and other repairs and modifications to a Unit must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures. The Board of Trustees shall have no obligation to verify that any remodeling or other repairs and modifications to a Unit are completed as required herein.

4.4 Default in Maintenance. If an Owner or Occupant fails to: (1) maintain or clean a Unit or Limited Common Area as required in the Governing Documents or (2) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably necessary in the judgment of the Board of Trustees to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Units in the Project; then the Association may take any

action allowed for a failure to comply with the Declaration and may give written notice to such Owner or Occupant stating with particularity the nature of the default and the corrective action that the Board of Trustees determines to be required and requesting that the same be carried out within a period of not more than thirty (30) days. If the Owner or Occupant fails to carry out such action within the period specified by the notice then the Board of Trustees may cause corrective action to be taken (which may include completing the repairs and replacements) and may assess the Owner for all costs associated therewith. Notwithstanding, the Board of Trustees shall have no authority to acquire and pay for capital additions and improvements (other than for the purposes of replacing portions of the Common Area, subject to all the provisions of this Declaration) out of Common Expenses, where said capital addition or improvement costs exceed ten percent (10%) of the annual budget, except as expressly provided herein.

4.5 Utilities. All utilities for individual Units (except those utility costs that are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Unit and such utility charges shall be the responsibility of the Unit Owner except for the following: water and sewage for Units, which shall be paid by the Association as a Common Expense and basic cable services, which may be paid by the Association as a Common Expense at the discretion of the Board. The Board may determine the level of cable services to be paid as a Common Expense.

4.6 Alterations, Additions and Improvements of Common Area. There shall be no structural alterations, capital additions to, or capital improvements of the Common Area requiring expenditure in excess of five thousand dollars ($5,000.00) without the prior approval of Owners holding a majority of the total votes.

ARTICLE 5
ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION

5.1 Organization of Association. The Association shall serve as the organizational body for all Owners.

5.2 Modifying or Changing the Name of the Project. The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration.

5.3 Legal Organization. The Association may be organized as a non-profit corporation. In the organization, reorganization, or amendment of any documents related to the legal organization of the Association, the terms in all such documents shall, to the extent possible under the applicable law, be consistent with the terms in the Declaration and the Bylaws. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then-existing legal requirements, adopt documents with terms substantially similar to the documents related to the expired or dissolved entity.

5.4 Membership. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such

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

5.5 Availability of Documents. The Association shall make available to the Owners, Lenders and insurers of any Lender, current copies of the Governing Documents and other minutes, books, records and financial statements related to the operations of the Association. The term "available" as used in this section shall mean available for inspection and copying within thirty (30) days after receiving a proper request, during normal business hours and under other reasonable conditions. The Association shall have the right to refuse to disclose information that the Board of Trustees determines, in good faith, would reveal sensitive personal or financial information of another Owner, or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the Owner comply with any statutory provision or other legal requirement applicable to providing this information before providing it. Subject to any legal requirements to the contrary, the Association may charge a fee for the reasonable cost of producing documents or information.

5.6 Board of Trustees. The governing body of the Association shall be the Board of Trustees elected and removed as provided in the Bylaws. The Board of Trustees shall consist of five (5) members. Board of Trustees Members must be Owners or the authorized representative of a legal entity which is an Owner. Except as otherwise provided in this Declaration, or the Articles of Incorporation, the Board of Trustees shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Board of Trustees. Except as may be specifically provided in the Declaration, Articles of Incorporation or by applicable law, no Owner or group of Owners other than the Board of Trustees may direct the actions of the Association.

5.7 Reasonable Ongoing Requirements for Board of Trustees Members. The Bylaws may place reasonable obligations and requirements on existing Board of Trustees Members to retain their membership on the Board of Trustees, such as a requirement that a Board of Trustees Member attend a specified number of meetings. The Bylaws may further provide for a procedure for removal of any Board of Trustees Member who fails to comply with the reasonable requirements, which may include some action of the remaining Board of Trustees Members.

5.8 Limitation on Authority of Owners, Board of Trustees Members, Officers, and the Board of Trustees.

(a) Except as provided herein or in the Bylaws, the Board of Trustees, any individual Owner, and any individual Board of Trustees Member or Officer shall have no authority to and may not act on behalf of the Association or the Board of Trustees to:

(1) Amend or terminate any Governing Document;
(2) Elect or remove members of the Board of Trustees;
(3) Establish or change the qualifications, powers and duties, requirements, or terms of Board of Trustees Members or of the Board of Trustees; or
(4) Authorize or agree to any deviation or exception from the Terms and Conditions.

5.9 No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents. No one may rely upon any authorization (from the Board of Trustees or otherwise) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given, and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Unit in the Association to verify that anything that the Association does, does not do, or authorizes related to the Project or the Association, is in compliance with the terms of the Governing Documents.

5.10 Registration with the State. In compliance with Utah Code Ann. § 57-8-13.1, the Association shall be registered with the state Department of Commerce and shall update its registration to keep any required information current as required by law.

ARTICLE 6
GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

6.1 Rights and Responsibilities of the Association. The Association shall have the following rights and responsibilities, in addition to any others set forth in the Governing Documents or provided by law:

(a) Paying Expenses. The Association shall provide for the payment of Association expenses.

(b) Setting and Collecting Assessments. The Association shall establish, collect, and account for assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.

(c) Entering Units. After having given the appropriate notice as provided for in this Declaration, the Association shall have the right, at the discretion of the Board of Trustees, at all times upon reasonable notice (and at any time in case of an emergency) to enter into any Unit to abate any infractions, to make repairs or correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant.

(d) Adopting and Enforcing Rules. The Association may adopt Rules for the regulation and operation of the Project. If they are adopted, they shall be

consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in the other Governing Documents so long as they do not contradict the same. The Board of Trustees' determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. A Rule must be reasonable in light of the circumstances pertaining to the situation or issue addressed by the Rule.

(e) Hiring Managers and Delegating Responsibilities. The Association shall hire a Manager to assist the Board of Trustees in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the manager, employees, or other agents as powers it deems appropriate; provided, however, that only the Board of Trustees shall have the right to approve Association budgets, fines to Owners, and general and special assessments. Any duties delegated to any Manager or other Person may be revoked by the Board of Trustees, at any time, with or without cause. Any management agreement must be terminable without penalty and with or without cause upon thirty (30) days' notice. **THE BOARD OF TRUSTEES HAS NO AUTHORITY TO ENTER INTO ANY MANAGEMENT AGREEMENT OR CONTRACT INCONSISTENT WITH THE TERMS OF THESE GOVERNING DOCUMENTS OR THAT PROVIDES FOR ANY TERMINATION FEE OR REQUIREMENT FOR TERMINATION FOR CAUSE.**

(f) Other Necessary Rights. The Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.

(g) Enforcement Rights. In addition to any other remedies allowed for or provided, the Board of Trustees shall uniformly act and consistently enforce and implement the Terms and Conditions in the Governing Documents.

(h) Reserve Fund. The Association shall establish and fund a reserve fund monthly and obtain and update a Reserve Analysis as required in this Declaration.

(i) Preventing Conflicts with Service Providers and Vendors. The Association shall not permit any paid services or materials obtained by the Association to be performed or provided by any business or entity in which any Board of Trustees Member, Manager, or employee, officer, or owner of any Manager has more than a one percent (1%) ownership or beneficial interest.

(j) Establishing Hearing Procedures. The Board of Trustees shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or

group of Owners. The Board of Trustees shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board of Trustees may establish the hearing process on an "as-needed" basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum for: (1) at least two weeks' notice of the hearing to the Owners, and (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner(s) deems relevant to the disputed issue.

(k) Annual Meetings. The Board of Trustees shall arrange for and conduct an annual meeting at least once a year as provided for in the Bylaws, and shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or the law.

(l) Payoff Information Fees. The Association is specifically authorized to establish a fee up to the maximum amount allowed by law to provide payoff information related to the transfer, refinance, or closing of a Unit.

(m) Bulk Services Agreements. The Association shall have the right to enter into agreements, as the Board of Trustees deems appropriate, for the provision of cable, television, internet, telephone, or other similar services for all of the Units. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and, in any Assessment, shall be broken out as a separate line item on invoices, statements, or notices of assessment.

(n) Review and Audit of Association Finances. Not less than once every three years, the Association shall have an independent accountant conduct a review of the Association's finances. The Association shall make the review available to the Owners. Any Owner may have an audit conducted of the Association's records, at that Owner's expense, and the Association shall cooperate in providing access to any records needed for that audit. Upon receipt of a request signed by Owners holding 20% of the outstanding ownership interests, the Board of Trustees shall have an audit conducted of the Association's finances and shall make the audit available to the Owners.

ARTICLE 7
BUDGETS & ASSESSMENTS

7.1 Purpose of Assessments. Money collected by the Association shall be used for the purposes of promoting the health, safety and welfare of the Owners; the management, maintenance, care, preservation, operation, and protection of the Project; enhancing the quality of life of the Owners in the Project; enhancing and preserving the value of the Project and Units; and in the furtherance of carrying out or satisfying any other responsibility or power of the Association.

7.2 Budget and Regular Assessment.

(a) The Board of Trustees is authorized and required to prepare a proposed budget for each year beginning on January 1 and ending on December 31. The Board may change the start and stop date of the budget year by passage of a Rule. The proposed budget for the budget year shall be prepared and sent to the Owners no less than thirty (30) days prior to the annual meeting in that year. The budget shall estimate the total Common Expenses to be incurred for the upcoming year, which shall be broken down into reasonably detailed expense categories. The budget may include reserves, contingencies, and estimates as the Board of Trustees deems appropriate. If the budget proves inadequate for any reason, including nonpayment of any Owner's assessments, the Board of Trustees may at any time levy a further Assessment, which shall be assessed to the Owner(s) based on the Owner's Undivided Interest.

(b) The Board of Trustees shall determine the amount of the regular assessments to be paid by the Owner(s) of each Unit by multiplying the total budgeted amount by the Undivided Interest for each Unit.

(c) The omission by the Board of Trustees, before the expiration of any year, to fix the Assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay Assessments, or any installment thereof for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent of the Owners and their Mortgagees. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.

7.3 Payment of Regular Assessments. Unless otherwise established by the Board of Trustees and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment in equal monthly installments.

7.4 Personal Obligation for Assessment. Each Owner of any Unit, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any assessments as provided for in the Governing Documents, including any assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with any interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment is assessed.

7.5 Improvements. Expenses for improvements may be included in the budget, paid for through special assessments, or paid for in any other manner as determined by the Board of Trustees.

7.6 Allocation of Assessments. Except as otherwise provided herein, all assessments (other than special assessments to individual Units) shall be allocated to Owners based on the Undivided Interest applicable to the Unit.

7.7 Rules regarding Billing and Collection Procedures. The Board of Trustees may adopt Rules setting forth procedures applicable to assessments provided for in this Declaration and for the billing and collection of all assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement (other than a Certificate of Payment) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.

7.8 Certificate of Payment. The Association shall, within ten (10) business days after written demand, furnish to any Owner liable for assessments or such other Person for whom an Owner has given written permission in a form acceptable to the Association, a written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge of one hundred dollars ($100.00) or such other reasonable amount allowed by law and provided for in the Rules may be collected by the Association for the issuance of each such certificate. Each certificate is conclusive in favor of a Person who relies on the written statement in good faith.

7.9 Special Assessments. Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to set and collect special assessments, payable as may be determined by the Association (in lump sums or over a period of time), to pay for any Common Expenses. Notwithstanding the wording or terms of any notice of special Assessment, a special Assessment shall be deemed assessed, for all purposes, on the date that the payment for the Assessment is assessed.

7.10 Special Assessments to Individual Units. Special assessments may be assessed by the Association against a particular Unit and its Owner for:

(a) Costs incurred in bringing an Owner or the Owner's Unit into compliance with the provisions of the Governing Documents;

(b) Any other charge designated as pertaining to an individual Unit in the Governing Documents;

(c) Fines, late fees, collection charges, and interest; and

(d) Attorneys' fees, costs and other professional expenses relating to any of the above.

7.11 Acceptance of Materials or Services. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project, which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be a special Assessment pertaining to that Unit, at the discretion of the Board of Trustees.

7.12 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular year proves to be excessive in light of the actual Common Expenses, the Board of Trustees in its discretion may apply the excess to reserves, credit the excess against future assessments, or refund the excess to the Owners in proportion to the Undivided Interests of each Unit in the Common Expenses of the Project, as the Board of Trustees deems appropriate. The decision of the Board of Trustees shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of assessments in succeeding years if an excess exists for a prior year.

7.13 No Offsets. All assessments shall be payable at the time and in the amount specified by the Association, and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Board of Trustees is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.

7.14 How Payments are Applied. Unless otherwise provided for in the Rules, all payments for assessments shall be applied to the earliest charges first. Owners shall have no right to direct the application of their payments on assessments or to require application of payments in any specific order, to specific charges, or in specific amounts.

7.15 Loans. Upon approval of Owners holding forty percent (40%) of the Undivided Interests by vote at a meeting called for that purpose, the Association may borrow money, enter into leases, and may provide such security as necessary for the loan or lease, including, but not limited to securitizing, pledging, or assigning the Association's right to assess Owners. Notwithstanding anything to the contrary, no Unit shall be security for any loan to the Association without that Unit Owner's consent.

ARTICLE 8
NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS

8.1 Delinquency. Assessments not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Board of Trustees may, at its option, invoke any or all of the remedies granted in this Article 8.

8.2 Collection Charges and Interest. If the Association does not otherwise adopt or establish substitute billing and collection procedures, including the amount of late fees and interest, in the Rules, the following shall apply. Monthly assessments shall be due and payable on the first of the month and late if not received by the 10th of that same month. Late fees shall be $100.00 for each month that an Owner's account has an unpaid balance after the due date. In addition to late fees, interest shall accrue on all unpaid balances, including unpaid prior attorney fees, interest (resulting in compounding of interest), late fees, and assessments, at 18% per annum. The Association may also impose and assess to the Owner a collection charge, late fee, and any other reasonable charge imposed by a Manager related to collections, as the Board of Trustees may establish in the Rules.

8.3 Joint and Several Liability of Owner and Future Owners for All Past and Presently Accruing Unpaid Assessments. The Owner and any future Owners of a Unit are jointly and severally liable for all assessments accruing related to that Unit prior to and during the time that an Owner is an Owner. An Owner is not liable for any assessments accruing after an Owner has lawfully transferred the Unit to another Owner. The recording of a deed to someone or some company that has not agreed to take ownership of the Unit shall not be considered a legal conveyance of title. The obligation in this paragraph 8.3 is separate and distinct from any lien rights associated with the Unit.

8.4 Lien. The Association has a lien on each Unit for all assessments, which includes but is not limited to interest, collection charges, late fees, fines, attorneys' fees, court costs, and other costs of collection (which shall include all costs, and not be limited by those costs, that may be awarded under the Utah Rules of Civil Procedure). This lien shall arise and be perfected as of the date of the recording of this Declaration, and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of assessment. The Association's lien shall have priority over each other lien and encumbrance on a Unit except only: (1) a lien or encumbrance recorded before this Declaration is recorded, (2) a first or second security interest on the Unit secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (3) a lien for real estate taxes or governmental Assessments or charges against the Unit. The Association may, but need not, record a notice of lien on a Unit.

8.5 Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and reasonable attorneys' fees and court costs will, thereafter, be added to the

amount in delinquency (plus interest and collection charges, if appropriate). Each Owner vests in the Association, or its assigns, the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent assessments.

8.6 Foreclosure Sale. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code Ann. Sections 57-1-20 and 578-44 to -53, an Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Units in trust, with power of sale, to John D. Morris, as trustee, for the benefit of the Presidential Club Homeowners Association, Inc., for the purpose of securing payment of assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

8.7 Homestead Waiver. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the state of Utah now in effect, or in effect from time to time hereafter

8.8 Termination of Delinquent Owner's Rights. The Association shall have all rights provided for in the Act to terminate a delinquent Owner's: (1) rights to receive a utility service for which the Owner pays a Common Expense, (2) access to recreational facilities; (3) right to vote such Owner's undivided fractional interest in any vote of the Members; and (4) the right to serve on the Association's Board of Trustees or as an officer of the Board.

8.9 Requiring Tenant to Pay Rent to Association. Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any tenant in a Unit for which an Assessment is more than sixty (60) days late.

8.10 Attorney Fees Incurred as a Result of a Default. In addition to any attorneys' fees and costs provided for herein, the Association shall be entitled to recover all reasonable attorneys' fees and costs incurred as a result of an Owner's failure to timely pay assessments, including, but not limited to, attorneys' fees and costs incurred to: (1) obtain advice about a default, (2) collect unpaid assessments, (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid assessments, (4) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding, (5) examine the debtor or others related to collections, (6) monitor any bankruptcy proceedings, including, but not limited to, regular monitoring of an Owner's progress in a chapter 13 plan for the duration of the plan, (7) file relief from stay motions, objections, or other adversary proceedings in bankruptcy and all related activities including seeking and responding to discovery, taking depositions or examinations, introducing evidence, hiring and paying expert witnesses, filing motions and other pleadings, attending trials, hearings, or other court proceedings, including, as necessary, related to

assert any non-dischargeability of debts, to assert claims against the estate or co-debtors, to challenge exemptions, to pursue any appropriate adversary proceeding, or for any other reason related to the ultimate attempt to collect unpaid assessments, and (8) foreclose a lien, secure lien rights, or provide for any notice of lien. This provision is to be construed broadly to permit an Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of assessments and the ultimate collection of those assessments.

8.11 Association Foreclosure. If the Association takes title to a Unit pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner, including, but not limited to: obligations to pay Assessments, taxes, insurance, or to maintain the Unit. By taking a security interest in any Unit governed by this Declaration, Lenders agree not to make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Unit, if the Association takes title to a Unit related to any failure to pay Assessments.

ARTICLE 9
PROPERTY RIGHTS IN UNITS AND COMMON AREA

9.1 General Easements to Common Area and Units.

(a) Subject to limitations in the Governing Documents, each Owner shall have an Undivided Interest in and easement of use and enjoyment in and to, the Common Areas for the purposes for which they were intended. Such use cannot hinder or encroach upon the lawful rights of the other Owners and may not extend into the Limited Common Area reserved for the use of an Owner of another Unit, which Limited Common Areas include, but are not limited to, those set forth in Section 57-8-7.2(5) of the Utah Code, except for patios, which are part of a Unit under this Declaration. Each Owner shall have an unrestricted and non-exclusive right of ingress or egress to and from the Owner's Unit over and across such Common Area, subject to any other restrictions related to such use. Such rights and easements shall be appurtenant to and shall pass with title to each Unit, and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Area as an Owner. All such rights shall be subject to any Rules established by the Board of Trustees.

(b) The Association shall have nonexclusive easements with the right of access to each Unit, including any Limited Common Areas, to make inspections, to prevent or mitigate damage to Units and to Common Area, and to maintain, repair, replace or effectuate the restoration of the Common Area and those portions of the Unit that the Association is responsible for maintaining which are accessible from such Unit. Such rights shall be exercised only after the notice required in this Declaration. The Association

shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Area for purposes necessary for the proper operation of the Project.

9.2 Public Utilities. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television lines, fiber optics, water lines, gas lines, sanitary sewer lines, drainage facilities, telecommunication fixtures and equipment, utility fixtures and equipment, and such lines, fixtures, or equipment needed or determined by the Board of Trustees to be helpful in serving the Project, Unit, or Unit Owners in the Project are hereby reserved to the Association, together with the right to grant, alter, and transfer thesame; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and Unit by an Owner or Occupant. The Association shall have the power to grant and convey, in the name of the Association or all of the Owners as their attorney-in-fact, to any Person, easements and rights-of-way in, on, over, or under the Common Area or Unit for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities. Each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no easement can be granted pursuant to this paragraph if it would permanently and materially interfere with the use, occupancy or enjoyment by any Owner of such Owner's Unit.

9.3 Easements for Encroachments. If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the Building is constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment and maintenance of such encroachment, shall exist for the life of the structure.

9.4 Limitation on Easement—Suspension of Owner's Rights. An Owner's Undivided Interest, right and easement of use and enjoyment concerning the Common Area shall be subject to any other limitation in the Governing Documents and the following:

(a) The right of the Association to suspend the Owner's right to the use of any recreational facilities included in the Common Area: (i) for any period

(b) during which an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or any Association Rule; and (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;

(c) The right of the Association to impose reasonable limitations on the number of Occupants per Owner who, at any given time, are permitted to use the Common Area; and

(d) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal services.

9.5 Views. Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or view rights appurtenant to the Unit or the Project.

ARTICLE 10
USE LIMITATIONS AND CONDITIONS

10.1 Rules. The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions and to ensure that the Project is maintained and used in a manner consistent with the interest of the Owners.

10.2 Signs. The Association may regulate and restrict signs in the Project, to the extent permitted by law, in the Rules. "Signs" shall include any type of object (including, but not limited to, flags, billboards, banners, plaques, a-frames, easel signs, poly-bag signs, corrugated plastic signs, lawn signs, window signs) used to convey a message, symbol, idea, identification, or for any other purpose that signs are typically used, that is placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit. Unless and until the Association adopts rules relating to signs, no signs are permitted except for small "For Sale" signs.

10.3. The Board may adopt Rules and Regulations restricting Holiday Decorations in the Project, to the extent permitted by law. Holiday decorations shall include any type of object (including, but not limited to, lights, wreaths, plants, trees, displays, inflatable items, religious iconography or symbols) relating to any national or religious holiday or used to convey a religious message, symbol, idea, identification, or for any other purpose that holiday decorations are typically

understood and which are placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit. Unless and until the Board adopts Rules regulating holiday decorations, no holiday decorations are permitted outside a Unit except for one wreath on the door of the Unit to the interior hallway.

10.3 Nuisance. No noxious or offensive activity shall be carried on upon the Project, nor shall any activity, actions or behavior that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment, non-intimidating, respectable behavior or increase the rate of any insurance or decrease the value of a Unit. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

10.4 Smoking. Smoking is prohibited in the entire Project, including units and all Common Areas (including the garage), except that smoking is permitted on the sidewalks outside the Building and in the courtyard. It shall be a nuisance and prohibited under Section 10.4 to permit or cause any smoke to drift or otherwise enter into another Unit, the Limited Common Area of another Unit, or any Common Area except the courtyard or the sidewalks outside the building. Neither an Owner complaining of smoke nor the Association responding to that complaint shall be required to close windows or doors, make repairs, or otherwise make any physical alteration to the Project or to any Unit to prevent drifting smoke from entering into that Unit or any Balcony associated with that Unit from a permitted smoking area. It shall be the sole responsibility of the Owner causing the smoke to prevent or stop smoke from entering any other Unit or its Limited Common Area, which may require, if other attempts to stop it are unsuccessful, the termination of smoking.

10.5 Temporary Structures. No structure or building of a temporary structure, including a tent or shack, shall be placed upon the Project or used therein unless it is approved by the Board of Trustees.

10.6 Parking. Unless otherwise permitted by the Association in the Rules, and except for "customary parking" and "temporary parking," as permitted by this Section 10.6, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles, or boats) shall be parked, stored, or located within any portion of the Project, including any Unit or Common Area. "Customary parking" shall mean the parking of operable automobiles, motorcycles, noncommercial trucks and vans within allowed spaces in the parking garage. Allowed spaces include the spaces assigned to each Unit, any space for which an Owner has acquired the use right by purchase, lease or rent, and use of the "guest parking" spots owned by the Association. The Board may adopt Rules regulating the use of the "guest parking" spot. "Temporary parking" shall mean parking of operable vehicles belonging to Owners and Occupants and their visitors, including the parking of delivery trucks, service vehicles, and other

commercial vehicles being used in the furnishing of goods and services to the Owners and Occupants. Temporary Parking is permitted on the streets immediately adjacent to the Property for up to twenty-four (24) hours. No recreational vehicles, campers, vans, boats, trailers, third-wheel trailers, or similar vehicles are permitted to be parked within the Project or on any street adjacent to the Project. The Association may adopt Rules relating to the parking of vehicles within the Project and on the streets around the Project including, without limitation, (1) rules allowing or causing any vehicles that are improperly parked to be removed, (2) restrictions on the type and condition of vehicles in any customary or temporary parking, (3) restrictions on the time period and duration of temporary parking, and (4) the assessment of reasonable fines to Owners who violate the Rules or the Assessment of reasonable fines to Owners who's guests violate such Rules.

10.7 External Fixtures. To the extent permissible by applicable law and the Governing Documents, no external items such as, but not limited to, television and radio 28 antennas, satellite dishes, flag poles, clotheslines, wiring, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch, patio, or Balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and plantings, other than those provided in connection with the original construction of the Project, shall be constructed, erected, or maintained on the Project without the prior written approval of the Board of Trustees.

10.8 Window Covers. The Board of Trustees may adopt Rules requiring window covers, regulating the type, color, and design of window covers, and requiring prior approval of window coverings before installation. Absent Rules permitting otherwise, only shutters, may be installed as window covers. No window shall be covered by paint, foil, sheets or similar items.

10.9 External Laundering. Unless otherwise permitted by the Board of Trustees, external laundering and drying of clothing and other items is prohibited.

10.10 Outside Speakers and Amplifiers. Except as permitted in the Rules and subject to any regulations in the Rules, no radio, stereo, broadcast, loudspeaker, or projection of sound or music on or directed to the outside of any Unit shall be permitted.

10.11 Repairs and Vehicle Maintenance. The Board may regulate repairs of detached machinery, fixtures, and automobiles in the Rules. Unless and until the Board adopts different rules, the following shall apply: no repairs of any detached machinery, equipment, or fixtures, including, without limitation, motor vehicles, shall be made in the Project except for limited emergency repairs of personal automobiles and motorcycles inside the garage. Repairs shall not include maintenance.

10.12 Unsightly Items. All rubbish, debris, unsightly materials, or similar objects of any kind shall be regularly removed from the Unit and Limited Common Areas, and

shall not be allowed to accumulate therein or thereon. Trash and garbage shall be properly and promptly disposed of. The Board may adopt additional rules relating to unsightly items, garbage, and trash disposal.

10.13 Animals. Owners may keep up to two (2) pets per Unit in accordance with this Section 10.13. Owners may only keep animals in accordance with county and state laws and ordinances. Notwithstanding the foregoing, all animals must be leashed when outside a Unit and no animal may be kept within the Project which: (1) is raised, bred, kept, or maintained for any commercial purposes; (2) repeatedly causes a nuisance or (3) in the good faith judgment of the Board, results in an annoyance or threat of injury, or is obnoxious to, or unreasonably causes anxiety to, other Owners or Occupants within the Project. The Board may exercise its judgment for specific animals even though others of the same breed or type are permitted to remain. No pets are permitted in the courtyard. ALL FECAL MATTER SHALL BE IMMEDIATELY CLEANED UP ON THE PROJECT. All pets and animals in the Project must be registered and inoculated as required by law. The Board may adopt Rules adding further Terms and Conditions related to animals in the Association not inconsistent with this Declaration including, but not limited to, requirements for registration, specific fees or deposits for Owners of a Unit that have animals, the use of leashes, and noise and barking limitations. An Owner who keeps a pet or animal of any kind is liable for any and all damage caused by such pet or animal, and shall indemnify and hold harmless the Association and any other Owner from any loss, claim or liability of any kind arising from, or related to, such pet or animal. ANYTHING NEED TO BE GRANDFATHERED? All Owners who have more than two (2) pets as of the date of the recording of this Declaration may keep all such pets in excess of the two-pet limit until either (1) title to the Unit transfers to a new Owner, in which case the new Owner much comply with the two-pet limit, or (2) as the number of pets decreases the Owner may not replace any pets unless and until the number of pets in the Unit reaches two (2), at which point the Owner must abide by the two-pet limit.

10.14 Landscape Maintenance. Absent the adoption of a rule allowing otherwise, no one may alter, change, or maintain any landscaping, plants, or other plantings in the Common Area without the written approval of the Board of Trustees.

10.15 Floor Load. There shall be no floor load in excess of the weight for which the Unit was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is obtained by the Owner and approved in writing by the Board of Trustees. It shall be the Owner's responsibility to determine if any particular item exceeds the floor load capacity for a Unit.

10.16 Residential Occupancy.

(a) No trade or business may be conducted in or from any Unit unless:

(1) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from outside the residence;

(2) The business activity conforms to all zoning and legal requirements for the Project and the business activity;

(3) The business activity does not involve Persons coming onto the Project who do not reside in the Project or solicitation of Occupants or Owners of the Project;

(4) The business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Project;

(5) The business activity is disclosed to the Board of Trustees before business is commenced along with a description of the business activity, a statement of the amount of space required in the Unit for such activity, and a description of any impact on the Project;

(6) There is no commercial delivery of packages or mail other than deliveries consistent with typical residential use,

(7) The business activity will not result in the increase of the cost of any of the Association's insurance;

(8) All Owners of the Unit reside in the Unit, in which the business activity is conducted, for the entire time any business activity is conducted, (if an entity owns the Unit, all owners of the entity must reside in the Unit, if the Unit is held in the name of a trustee for a trust, the beneficiary must reside in the Unit); and

(9) The Board of Trustees' requests for information related to the business, as necessary to determine compliance with this paragraph, are responded to fully and completely as often as the Board of Trustees in its discretion shall determine.

(b) No Unit may be used as a time-share property.

(c) Except as provided in this Section 10.16, no Unit may be used for any purpose other than a residential purpose.

10.17 No Subdivision or Timeshare of Units or Recording by Owners of Terms and Conditions. No Unit shall be split, subdivided, separated or timeshared into two or more units or property interests (whether temporally or spatially), and no Owner of a Unit shall sell or lease part of a Unit. No subdivision Plat or covenants, conditions or restrictions shall be recorded by any Owner or other Person with respect to any one Unit. No subdivision Plat or covenants, conditions, or restrictions related to any Unit or the Project shall be recorded on the Project unless the Board of Trustees and/or Owners (as required in this Declaration) have first approved the Plat or the proposed covenants, conditions, or restrictions. Any Plat or covenants, conditions, or restrictions recorded in violation of this Section 10.17 shall be null, void, and of no legal effect.

10.18 Architectural Control. No changes to anything outside of the boundary of a Unit shall be commenced, erected, maintained, made, or done without the prior written approval of the Board of Trustees or any Committee established by the Board of Trustees for that purpose. By way of illustration, but not of limitation, the following are considered changes outside the boundary of a Unit: painting of the exterior of the Building; landscaping; excavation; Balcony covers; changing or modifying screens, changing doors leading to Balconies or hallways; modifying the exterior surface of doors to Balconies, Common Area, or hallways; the addition or modification of an evaporative cooler, fireplace, stove, or other vent or exhaust, chimney, skylight, solar collector, shade screen, or awning; exterior window coating or tinting; window replacement, decorative alterations to the exterior of any Unit, and other work that in any way alters the appearance of the Project from anywhere outside of a Unit (not including changes made in and to a Unit visible through windows). The Board of Trustees may designate the design, style, model and manufacturer of any such improvement or alteration. Such designations shall be for the purpose of achieving uniformity of appearance which is hereby deemed and agreed to be necessary to preserve and enhance the value of units and the Project.

10.19 Lighting. Lighting fixtures outside of Units shall be allowed only to the extent approved by the Board of Trustees.

10.20 Balconies. Balconies must be kept in a neat and tidy condition. No barbeques are permitted on balconies and no clothing may left out. The Board may adopt additional rules regulating what may be placed on balconies and the level of cleanliness required of balconies.

10.21 Car Wash. The Project contains one parking space that has been converted to a car wash. The Board may adopt rules regulating the use of the car wash. The Board may also vote to remove the car wash and change the car wash space back into a guest parking space. Unless and until the Board adopts additional rules regulating the car wash, any Owner may use the car wash for a reasonable period of time to wash his or her personal vehicle.

10.22 Bike Rack. The Board may adopt rules regulating the use and storage of bikes on the Project. The Board may decide by rule to move or remove bike storage. Unless and until the Board adopts different rules relating to bikes, the following Rules will apply: bikes may be stored in the bike racks located on the P1 parking level and the Board may, from time to time, remove bikes that it believes have been abandoned.

10.23 Parking Spaces. The Board may adopt rules relating to the use of the parking spaces appurtenant to each Unit. Unless and until the Board adopts different rules, the following Rules shall apply: an Owner may store one container on his or her parking space, which container may not exceed thirty-five (35) gallons in size. An Owner may use his or her parking space to park only one vehicle, or up to two (2) scooters or motorcycles, so long as such scooters or motorcycles reasonably fit within the boundaries of the parking space.

10.24 Storage Spaces. The Board may adopt rules relating to the use and maintenance of the storage spaces appurtenant to each Unit, as well as the storage spaces owned by the Association. Such rules may include requirements limiting what materials may be stored. No materials may be stored, in any storage space, which violate the Hazardous Substances section of this Declaration. The Board may rent the storage spaces owned by the Association to Owners for a fee to be set by the Board.

10.25 Courtyard. The Board may adopt rules regulating the use of the courtyard space. Unless and until the Board adopts such rules, the following Rules shall apply: No dogs are permitted in the courtyard, any Owner or guest may use the BBQs and Fire Pit located in the courtyard on a "first come, first serve" basis, the courtyard may be reserved for parties with notice to the Board and may be reserved until 10:00 p.m.

10.26 Club Room and Other Amenities. The Board may adopt rules regulating the use of the Club Room, Dining Room, the Common Area kitchen, Theater, Courtyard, Game Room and the Exercise Room. Unless and until the Board adopts such rules, the following Rules shall apply: (1) Use of the clubroom, dining room, Common Area kitchen shall be governed by a sign-up sheet in the mail room and Owners who sign up shall be entitled to use such space during the time such Owner reserved and, (2) the exercise room may be used on a "first come, first serve" basis, (3) A $250 refundable deposit is necessary to reserve Common Area Facilities.

10.27 Entryways. The Board may permit small personal items to be displayed outside of a Unit in the Common Area entryway to the Unit. The Board may regulate such areas as any other Common Area. The entryway shall include the area immediately outside of the Unit, including a space equal to the width of the door plus two (2) feet on either side and extending into the hallway two (2) feet from the door. Unless and until the Board adopts different rules for the entryways, the following Rules shall apply: Owners may place wreaths on their doors, and small items in the entryways such as small tables or display items. The entryway area must be kept neat and tidy.

10.28 Variances. The Board of Trustees may, at its option and in extenuating circumstances, grant variances from the Terms and Conditions set forth in this Article 10 if the Board of Trustees determines in its discretion (by unanimous vote): (a) either (i) that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any financial effect or any other substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then-existing Board of Trustees.

10.29 Hazardous Substances.

(a) As used in this Section 10.30, "Hazardous Substances" are those substances defined as a toxic or hazardous substance by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section 10.30, "Environmental Law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety or environmental protection.

(b) The Owners shall comply with applicable Environmental Laws (as defined above), and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined above), on or within the Project, that are not properly possessed, controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project. Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant; and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project. The obligations of each Owner under this Section 10.30 shall survive any subsequent transfers of the Unit (voluntary or otherwise).

(c) Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board of Trustees. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which would result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law.

ARTICLE 11
INSURANCE

11.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. 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 stand-alone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies.

11.2 Annual Insurance Report. Not later than sixty (60) days prior to the annual meeting of the Association, the Association may (but is not required to) obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in the community association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; (3) a description of any earthquake insurance and material exclusions and limitations for that coverage and. if no earthquake insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: "NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION," and (4) a description of any flood insurance and material exclusions and limitations for that coverage and, if no flood insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: "NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION." The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available, and the best practices with respect to other similar projects. If obtained, the most recent annual insurance report shall be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request. If the report is distributed to Owners at the annual meeting, a copy shall also be mailed to Owners not personally in attendance within thirty (30) days of the meeting.

11.3 Property Insurance.

(a) Hazard Insurance.

(1) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including each Unit, any fixtures, and building service equipment.

(i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry, and shall include insurance for any fixture, improvement, or betterment installed in or added to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including, but not limited to, floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

(ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

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

(iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

(v) Each property policy that the Association is required to maintain shall also contain or provide for the following: (1) "Inflation Guard Endorsement," if available; (2) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of

reconstruction); and (3) "Equipment Breakdown," if the project has central heating or cooling or other equipment, or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars($2,000,000), or the insurable value of the building containing the equipment.

(b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

(1) the Association's policy provides primary insurance coverage; and,

(2) notwithstanding, Subsection 11.3(b)(1) and subject to Subsection 11.3(b)(3):

(i) The Owner is responsible for the Association's policy deductible; and

(ii) Building property coverage, often referred to as Coverage A, of the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

(3) As used in this Subsection (3):

(A) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.

(B) "Unit Damage" means damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit.

(C) "Unit Damage Percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit Damage.

(4) An Owner who owns a Unit that has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying the Unit Damage Percentage for that Unit to the amount of the deductible under the Association's property insurance policy.

(5). If an Owner does not pay the amount required under Subsection (11.3)(b)(3)(ii) within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

(6) Flood Insurance. If any part of the Project is, or comes to be situated, in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained covering the Project or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that is

not part of a Building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. If the Project is not situated in a Special Flood Hazard Area, the Association may, nonetheless, at the discretion of the Board of Trustees, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(7) Earthquake Insurance. The Association may purchase earthquake insurance as the Board of Trustees deems appropriate. If the Board of Trustees elects not to purchase earthquake insurance, a vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to *not* purchase earthquake insurance, the Association shall purchase earthquake insurance within sixty (60) days of the vote.

(8) Association's Obligation to Segregate Property Insurance Deductible. The Association shall keep in a segregated bank account 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.

(9) Association's Right to Not Tender Claims that are under the Deductible. If, in the exercise of its business judgment, the Board of Trustees determines that a covered loss is likely not to exceed the Association's property insurance policy deductible, and until it becomes apparent the covered loss exceeds the Association's property insurance deductible, and a claim is submitted to the Association's property insurance insurer: (i) the Owner's policy is considered the policy for primary coverage for any loss to the Owner's Unit, to the amount of the Association's policy deductible; (ii) the Association is responsible for any loss to any Common Area; (iii) an Owner who does not have a policy to cover the damage to that Owner's Unit is responsible for that damage and the Association may, as provided in Section 11.3(b)(3)(iii), recover any payments the Association makes to remediate that Unit; and (iv) the Association need not tender the claim to the Association's insurer.

(10) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation under Subsection 11.3(b) for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

11.4 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, repair, replacement, maintenance, or ownership of the Common Area and the Owner's membership in the Association. The coverage limits under such policy shall not be less than two million dollars ($2,000,000) covering all claims for death of or injury to any one Person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

11.5 Directors' and Officers' Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Trustees, 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). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) 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 (4) provide coverage for defamation. At the discretion of the Board of Trustees, 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.

11.6 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three months regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board of Trustees Members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (d) officers, directors, and employees of any Manager of the Association.

11.7 Workers' Compensation Insurance. The Association shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and may purchase workers' compensation insurance even if the Association has no employees, as the Board of Trustees deems appropriate.

11.8 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a Certificate of Insurance to the Association and upon written request, to any Owner or Lender.

11.9 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

11.10 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. The Association shall have the right to negotiate all claims and losses and to receive any proceeds from the Association's insurance policies. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to an Insurance Trustee if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if one is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. 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. The cost of repair or replacement of any Unit in excess of insurance proceeds and reserves is a Common Expense to the extent the Association is required under this Declaration or the law to provide insurance coverage for the Unit. The cost of repair or replacement of any Common Area in excess of insurance proceeds and reserves is a Common Expense. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and appropriate disposition of all insurance proceeds, 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 representatives, successors or assigns of an Owner.

11.11 Insurance Trustee. At the discretion of the Board of Trustees or upon written request executed by Owners holding 50% or more of the Undivided Interests, the Board of Trustees shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of taking such action as the Owners or Board of Trustees (as the case may be) shall require related to a loss and receipt or potential receipt of insurance proceeds.

11.12 Owner Act Cannot Void Coverage under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association to terminate an insurance policy, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

11.13 Waiver of Subrogation against Owners and the Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the Owners, any Person residing with an Owner if an Owner resides in the Unit, and the Association's agents and employees.

11.14 Right of Action. Nothing in this Declaration shall prevent an Owner suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a Person at fault for the loss.

11.15 Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements and provisions in 2011 Senate Bill 167 (the final version as enacted by the legislature as Utah Code Ann. § 57-8-43) that became law in 2011, along with any updates adopted in 2013, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE 12
DESTRUCTION OF IMPROVEMENTS

12.1 Reconstruction. In the event of partial or total destruction of the Building, the Association shall promptly take the following actions:

(a) Ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds. If the Board of Trustees in good faith determines that none of the bids submitted under this Section reasonably reflect the anticipated reconstruction costs, the Board of Trustees shall continue to attempt to obtain additional bids that it determines reasonably reflect such costs. The Board of Trustees shall make such determination as soon as possible.

(b) The Board of Trustees, or any Insurance Trustee, if one is appointed, shall determine and liquidate the amount of insurance proceeds, if any, or establish a procedure by which any insurance proceeds shall be available for either a cash payment or for reconstruction.

(c) Engage the services of a reputable licensed architect to advise and consult with the Board of Trustees or any Insurance Trustee on all actions and decisions necessary under this Article.

(d) If an appraisal of any or all Units is required under this Article, the Board of Trustees shall select the appraiser and any appraisal relied upon by the Board of Trustees shall be final and not subject to challenge by any Owner for purposes of this Article.

12.2 Insurance Proceeds Sufficient for Reconstruction. In case of fire or any other disaster, and if insurance proceeds are sufficient to reconstruct the Building and each Unit suffering damage therein, then the insurance proceeds shall be applied to reconstruct the Building and each Unit suffering damage. As used herein, reconstructing the Building shall mean restoring the Building and Unit(s) to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the common elements having the same vertical and horizontal boundaries as before.

12.3 Insurance Proceeds Insufficient for Reconstruction. If insurance proceeds will be insufficient for reconstruction, the following shall apply:

(a) If the cost of reconstruction is equal to or less than twenty-five percent (25%) of the estimated fair market value of each Unit in the Project (prior to the damage and destruction), then the Association shall proceed forward with reconstruction applying any insurance proceeds as provided for in Section 12.2. The cost of reconstruction in excess of insurance proceeds and reserves shall be a Common Expense.

(b) If the cost of reconstruction is greater than twenty-five percent (25%) of the estimated fair market value of all of the Units in the Project (prior to the damage and/or destruction), then the Board of Trustees shall call a Special Meeting of the Owners for the purpose of voting on whether to reconstruct or not.

(c) If the Owners, by a vote at such meeting of not less than seventy-five percent (75%) of the Undivided Interests, decide not to proceed with such reconstruction:

(1) The Property shall be deemed to be owned in common by the Unit Owners;

(2) The Undivided Interest in the Property owned in common which shall appertain to each Owner shall be the Owner's Undivided Interest as determined in this Declaration;

(3) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the Undivided Interest of the Owners in the Property;

(4) The Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of the Undivided Interest owned by each Owner in the Property, after first paying out of the respective shares of each Owner, to the extent sufficient, all liens on the Undivided Interest in the Property owned by each Owner.

(d) Unless Owners holding more than seventy-five percent (75%) of the Undivided Interests vote to *not* proceed with reconstruction, the Association shall proceed with reconstruction as provided for in Section 12.3(a).

ARTICLE 13
EMINENT DOMAIN

13.1 Total Taking of a Unit. If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and Undivided Interest in the Common Area,

regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Undivided Interest in the Common Area shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration that accomplishes the adjustment required for this section. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area.

13.2 Partial Taking of a Unit. Except as provided in Section 13.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Unit and Undivided Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Undivided Interest in the Common Area shall remain the same, but if the decree provides for a reduction of the Undivided Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Undivided Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Undivided Interest.

13.3 Taking of Limited Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area, or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated or assigned at the time of the acquisition.

13.4 Taking of Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is not comprised of or includes any Unit or Limited Common Area, the Board of Trustees shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.

13.5 Taking of Entire Project. In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions related thereto in this Declaration shall apply.

13.6 Priority and Power of Attorney. Nothing contained in this Article 13 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof. In the event the taking involves all or part of any Unit or the Common Area or Limited Common Area, the award or proceeds shall be payable to the Association for the use and benefit of the Owners and their Lenders as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

ARTICLE 14
TERMINATION

14.1 Required Vote. The Project may be terminated only by the approval of Owners holding all of the Undivided Interests or as otherwise provided in Article 13.

14.2 Termination Agreement. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the County Recorder in Salt Lake County, Utah and is effective only on recordation.

14.3 Sale of Project. A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

14.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, provided that the contract is conditioned on the termination of the Project. The contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to affect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

14.5 Proceeds of Sale. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Lenders as their interests may appear. Proceeds of the sale shall be distributed to Owners and Lenders as their interests may appear, based on the relative value of each Unit. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Units that were recorded before termination may enforce those liens in the same manner as any lien holder. The value of each Unit for purposes of distributing proceeds shall be determined by an appraisal of each Unit, conducted by an independent appraiser selected by the Board of Trustees. If any Owner disputes the appraised amount, the Owner shall notify the Association of the dispute within 10 days of receiving notice of the value of that Owner's unit. Upon timely notice of a dispute, the Owner

shall select an appraiser who shall jointly, with the Association's appraiser, select a third appraiser to appraise the Unit. That appraisal shall be final as to the value of the Unit, regardless of whether it is lower or higher than the original appraisal. The Owner shall pay for the final appraisal.

14.6 Allocation upon Termination. Unless provided otherwise herein, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders.

ARTICLE 15
AMENDMENTS

15.1 General Amendment Requirements. Except as otherwise provided herein, this Declaration may be amended by the affirmative vote of Owners holding Undivided Interests must occur in a meeting of the Owners held for that purpose. The vote of approval of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit.

15.2 Scope of Amendments. This Declaration may be amended to add new rights, restrictions, and obligations, or to remove or modify existing rights, restrictions, and obligations. The right to amend shall be broadly construed to permit any change to the rights, restrictions, obligations, and other terms in the Declaration.

15.3 Execution and Effective Date of Amendments. An amendment that has been adopted, as provided herein, shall be executed by the Board of Trustees, who shall certify that the amendment has been approved and adopted and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Salt Lake County, Utah.

15.4 Changes to Plat or Boundaries of the Association. The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Unit or Units upon the approval by vote of two-thirds (67%) of Owners in the same manner as required to amend this Declaration. Any such Plat may make material changes to the existing or prior Plat including the addition or removal of amenities, increasing the size of Units, deleting, adding, or modifying Common Area or Limited Common Area, or other changes in the layout of the Project. If any such amendment affects any boundary of a Unit or Limited Common Area, that Unit Owner must consent. If the approval required herein is obtained, each and every Owner: (1) shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat, and (2) grants the Association power-of-attorney to sign necessary documents on that Owner's behalf as necessary for the agreement, amendment, or correction.

15.5 Amendment to Conform to Law. The Board of Trustees may, without the approval of the Owners, amend this Declaration to conform the Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This procedure may also be used to change the Declaration to add or conform to any requirements necessary for Owners to obtain government insured or guaranteed financing such as through VA, FHA, FNMA or similar programs or to comply with any directive of any federal, state, or local government agency. The following procedures and requirements must be complied with for any such amendment:

(a) The Association must obtain from an attorney who has significant experience and a regular practice in the area of community association law and who may be the Association's current counsel, a written opinion explaining in detail and opining that the proposed amendment may be sought pursuant to this section,

(b) The members of the Board of Trustees must unanimously agree to the Amendment at the time it is recorded,

(c) The Board of Trustees must provide to the Owners; (1) the proposed amendment instrument, (2) the language of this section of the Declaration, (3) the law that conflicts with the existing Declaration language or the provisions that must be complied with to permit owners to obtain financing, (4) the attorney opinion letter required for the amendment, and (5) a notice in which the Association (a) notifies the Owner that it intends to amend the Declaration pursuant to this section, (b) provides the Owner a right to object to the amendment within thirty (30) days, and (c) provides instructions on how, when, and where to properly make the objection. The Board of Trustees may include further explanation, information, and recommendations regarding the proposed amendment in the information provided to the Owners.

(d) Within forty-five (45) days of providing the information to the Owners required by this section, not more than thirty percent (30%) of the Owners object to the amendment in a written notice to the Association.

(e) Having otherwise complied with all of the requirements of this section, the Board of Trustees Members shall each sign the amendment instrument verifying that this section has been complied with to the best of their knowledge and that no more than thirty percent (30%) of the Owners objected after having received proper notice. The amendment shall be effective upon the recording of the instrument in the office of the Salt Lake County Recorder.

15.6 Amendments to Reassign Parking Spaces or Storage Units. This Declaration may be amended solely to reassign parking spaces assigned on the Plat or storage

units assigned on the Plat without any vote or meeting of the Owners, but only if the assignment complies with the requirements in Section 3.2 of this Declaration. The reassignment shall be effective when recorded. No other provision of this Declaration may be amended through any such reassignment instrument.

15.7 Consent of Two-Thirds Owners to Alter Undivided Interests. Notwithstanding anything to the contrary herein, the consent of two-thirds (67%) of the Owners shall be required to alter any Undivided Interest.

ARTICLE 16
INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION

16.1 No Waiver. Failure by the Association or by any Owner to enforce any Term and Condition in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to that breach and any such future breach of the same or any other Term and Condition.

16.2 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, the Articles, the Bylaws, and then the Rules. The Declaration shall take priority over the Plat.

16.3 Interpretation of Declaration and Applicability of the Act. The Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.

16.4 Cumulative Remedies. All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.

16.5 Severability. Invalidation of any one or a portion of the Terms and Conditions by judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.

16.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly

provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against, or strictly for or against, the Association, any Owner, or any other Person subject to their terms.

16.7 Applicable Law. This Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.

16.8 Gender and Number. Whenever the context of the Governing Documents require, the singular shall include the plural, and vice versa, and the masculine shall I include the feminine and the neutral, and vice versa.

16.9 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration, and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability, whatsoever, if any Term and Condition is determined to be unenforceable in whole or in part for any reason.

ARTICLE 17
NOTICE

17.1 Notices. Any notice to be given to an Owner, a Lender, or the Association under the provisions of the Governing Documents shall be in writing and shall be delivered as follows:

(a) Notice to an Owner from the Association.

(1) Notice to an Owner shall be effective upon the satisfaction of any of the following delivery methods:

(i) By a written notice delivered personally to the Owner, which shall be effective upon delivery,

(ii) By a written notice placed in first-class, United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered 72 hours after such deposit,

(iii) By written email correspondence to an Owner: (1) that is sent to an email address provided by the Owner for the purpose of Association communications, or (2) that is

emailed to an email address from which the Owner has communicated related to Association matters, and so long as no indication is received that the e-mail may not have been delivered. Any notice sent by email shall be deemed delivered 72 hours after it is sent. The Association shall comply with any notice from an Owner that an email address is no longer being used or that designates an alternative email address for use by the Association,

(iv) By facsimile (whether to a machine or to an electronic receiving unit) to an Owner that is sent to a facsimile number provided by the Owner for the purpose of Association communications, and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile shall be deemed delivered 72 hours after it is sent, or

(v) By any other method that is fair and reasonable as provided for in the Act or otherwise provided for by law.

(2) Notwithstanding Subsection (1) of this section, the Association shall send all notices by U.S. mail if an Owner, by written demand, demands that the Association send all notices by mail.

(3) In the case of co-Owners, notice to one of the co-Owners is effective as notice to all such co-Owners. The Association shall not be required to give more than one notice per Unit, whether electronic or not. In case any two co-Owners send conflicting notice demands, notice shall be proper if mailed by first-class mail to the Unit.

(4) In case posting of a notice on the Unit is permitted, such posting is effective when posted on the front or primary access door to the Unit and any such posting may be removed by the Association the sooner of either (a) two (2) days after the event or action for which notice was given or (b) ten (10) days after the posting.

(b) Special Notice Prior to Association Entry into a Unit.

(1) In case of an emergency involving the potential loss of life, the Association's agent or representative may enter the Unit immediately and without any notice.

(2) In case of any emergency involving immediate and substantial damage to the Common Areas or to another Unit, before entering a Unit the Association shall: (i) knock on the door and attempt to obtain permission to enter from an Occupant or Owner in the Unit, (ii) if no one answers the knocking, loudly identify who is knocking and state that the Person identified is going to enter the Unit on

behalf of the Association, then wait one minute, and (iii) where practicable under the circumstances, attempt to call the Owner or any Occupant prior to entry to inform them of the entry.

(3) If the Association enters a Unit for any purpose permitted in this Declaration other than those identified in the prior two paragraphs, before entering a Unit the Association shall: (i) give notice to the Owner that an entry is required at least two weeks in advance with such notice stating: (a) that the Association or its authorized Persons will enter the Unit, (b) the date and time of the entry, (c) the purpose of entering the Unit, (d) a statement that the Owner or Occupant can be present during the time the Association is in the Unit, (e) the full names of any Person who will be entering into the Unit, and the phone numbers and addresses of the Persons entering the Unit or of the company for whom the Persons entering the Unit are employed for the purpose of entering the Unit, (f) any other information the Association deems appropriate to include, and (ii) post the written notice described above on the front door to the Unit at least seven days prior to entry into the Unit.

(c) Notice to a Lender. Notice to a Lender shall be delivered by first-class, United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered 72 hours after such deposit.

(d) Notice to Association from an Owner.

(1) An Owner's notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:

(i) By a written notice delivered personally to the Manager, which shall be effective upon delivery;

(ii) By a written notice placed in first-class, United States mail, postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail shall be deemed delivered 72 hours after such deposit.

(iii) By written email correspondence to the Association: (1) that is sent to an email address provided by the Association in the prior twelve (12) months for the purpose of Association communications, or (2) that is emailed to an email address from which the Manager or the President of the Association has communicated related to Association matters, and so long as no

indication is received that the email may not have been delivered or received. Any notice sent by email shall be deemed delivered 72 hours after it is sent.

(iv) By facsimile (whether to a machine or to an electronic receiving unit) to the Association that is sent to a facsimile number provided by the Association for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile shall be deemed delivered 72 hours after it is sent.

ARTICLE 18
ATTORNEY FEES AND COSTS

18.1 Legal Costs Associated with Disputes with Owners.

(a) Owners Liable for Fees Incurred in Dispute. If the Association utilizes legal counsel to enforce any Term and Condition after notice to the Owner that it intends to enforce the Term and Condition, or after the Owner communicates or demonstrates an intent not to comply with the Term and Condition, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not.

(b) Costs. The term "costs" as used in this section shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Declaration to be broader and to include costs that are not otherwise included in costs, as the term is used in the Utah Rules of Civil Procedure.

(c) Exception to Owner's Liability for Fees and Costs. If, related to (1) any dispute with an Owner, (2) any challenge by an Owner to a position of the Association on a Term and Condition, or (3) a request of an Owner for direction on the application of a Term and Condition: the Association incurs legal fees or costs related to the interpretation and application of a Term and Condition that: (1) the Association could not establish an initial position on without having incurred the fees and costs, or (2) results in a substantial modification to a prior position taken by the Association; then those fees or costs shall not be assessed to any Owner and shall be paid for by the Association. This exception shall not apply if a lawsuit is pending with regard to the Owner and the issues arise as part of and during the lawsuit.

ARTICLE 19
RESERVES

19.1 Requirement for Reserves. The Association shall obtain a Reserve Analysis and maintain a reserve fund for the maintenance, repair, and replacement of the Common Area and Limited Common Area, in the amount determined by the Owners annually, pursuant to the following provisions:

(a) Collection. Reserve funds may be collected as part of regular or special Assessments, as determined by the Owners.

(b) Surplus Monies Applied to Reserves. The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.

(c) Segregation of Reserves. The Association shall segregate money held for reserves from regular operating and other accounts.

(d) Reserve Analysis. The Association shall cause a reserve analysis with an onsite evaluation to be conducted no less frequently than every six (6) years. The Association shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years.

(e) The Reserve Analysis shall, at a minimum, estimate the need for and appropriate amounts for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas that have a useful life of three (3) years or more. The Reserve Analysis and updates shall project a minimum of thirty (30) years into the future.

(f) Qualifications for Person Preparing Reserve Analysis. The Reserve Analysis report shall be prepared by a Person or Persons with (1) experience in current building technologies, (2) a solid working knowledge of building-cost estimating and life-cycle costing for facilities, and (3) the tools and knowledge to prepare a report. Preferably, the Person preparing the reserve study shall have the RS (Reserve Specialist) designation available through the Community Association Institute (CAI), the PRA (Professional Reserve Analyst) designation offered through the Association of Professional Reserve Analysts (APRA), or other designations by similar associations establishing that the Person has some formal training related to preparing a Reserve Analysis.

(g) Disclosure and Approval at Annual Meeting. If required by law, annually, at a special meeting or at the annual meeting of Owners, the Association shall present the most recent Reserve Analysis and any updates to the Reserve Analysis, and provide an opportunity for Owners to discuss reserves and to vote on how to fund the reserves and in what amount. The Association shall prepare and keep minutes of each meeting held under this section and indicate in the minutes any decision relating to funding a reserve fund.

ARTICLE 20
LEASING AND NON-OWNER OCCUPANCY

20.1 Declaration and Rules Govern Non-Owner Occupancy. Notwithstanding anything to the contrary in this Declaration or in the Bylaws, - any leasing and non-owner occupancy of a Unit shall be governed by this section - and procedures adopted as allowed in this section.

20.2 Definitions. For the purpose of this section:

(a) "Non-Owner Occupied Unit" means:

(1) a Unit owned in whole or in part by an individual or individuals, and the Unit is occupied by someone when no individual Owner occupies the Unit as the individual Owner's primary residence; or

(2) a Unit owned entirely by one or more entities or trusts, and the Unit is occupied by anyone.

(b) "Family Member" means:

(1) the parent, sibling, child, or grandchild of an Owner and that family member's spouse and/or children, or

(2) In the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current Occupant of the Unit; or (ii) the parent, child, or sibling of the current Occupant of the Unit.

20.3 Units Permitted to be Non-Owner Occupied. A maximum of 17% of all Units are permitted to be Non-Owner Occupied, subject to the provisions herein. The 18% maximum shall be calculated by including grandfathered units and those occupied by a parent, sibling, child, or grandchild of an Owner, but not the Owner. Any Units that are Non-Owner Occupied at the time of the execution of this Declaration shall be grandfathered and allowed to remain Non-Owner Occupied, subject to the provisions herein, until such time as the ownership of the Unit is conveyed or the Unit becomes Owner-Occupied. All grandfathered Units must conform to the provisions in this Article 20 of the Declaration.

20.4 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Units must comply with the following provisions:

(a) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of at least six (6) months, and shall provide as a term of the agreement that the resident(s) shall comply with the Declaration, the Bylaws, and the Rules, 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, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident(s);

(b) If required in the Rules or requested by the Board of Trustees, a copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board of Trustees;

(c) A Non-Owner Occupant may not occupy any Unit for transient, short-term (less than six months), hotel, resort, vacation, or seasonal use (whether for pay or not);

(d) Daily and weekly occupation by Non-Owner Occupants is prohibited (whether for pay or not); and

(e) The Owner(s) of a Unit shall be responsible for the residents' or any guests' compliance with the Declaration, Bylaws, and Rules. In addition to any other remedy for noncompliance with this Declaration, the Association 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 of Trustees, 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 of Trustees, the Manager and any of their agents, arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

20.5 Exceptions. If a Non-Owner Occupied Unit is owned by a Family Member of the Occupant, if the Owner is in the military and deployed for active duty, if the Owner is a trust or other entity created for estate planning purposes, or if the Unit Owner has been relocated for the Owner's employment for a period of no less than two years, then the following applies notwithstanding anything to the contrary herein:

(a) Section 20.3 shall not apply and such Unit may be Non-Owner Occupied;

(b) Subsections 20.5(a) & 20.5(c) shall not apply to that occupancy;

(c) No written agreement regarding occupancy needs to be created between the Occupant and the Owner; and

any written agreement regarding occupancy, to the extent it exists, may not be requested by the Board of Trustees until an Occupant has violated a provision of the Governing Documents and, if requested, may only be requested related to remedying or taking action as a result of such a violation.

ARTICLE 21
GENERAL PROVISIONS

21.1 Enforcement. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.

21.2 Non-liability of Officials. To the fullest extent permitted by applicable law, neither the Board of Trustees nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.

21.3 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for and preserving the Common Area, and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for and preserving the Common Area and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).

21.4 Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act of that Owner or that Owner's guest or Occupant, to the extent such losses and damages are either under the Deductible of the Association or not covered by the Association's insurance. Each Owner, by acceptance of a deed to a Unit, agrees personally to indemnify each and every other Owner and Occupant and to hold such other Persons harmless from, and to defend such Persons against, any claim of any Person for personal injury or property damage occurring within the indemnifying Owner's Unit, including Limited Common Area, if any, except to the extent that: (a) such injury, damage, or claim is covered and defended by the Association; or (b) the injury or damage occurred by reason of the intentional act of the Association.

21.5 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in a 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 appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the 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 such 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.

21.6 Security. The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Common Area that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Project acknowledges that the Association has no duty to any Owner, guest, or Occupant related to security or criminal conduct and expressly acknowledges that no duty is owed to anyone such as that of a landlord or retail business. By purchasing a Unit in this Project and/or residing in this Project, Owners and Occupants agree that the Association and the Board of Trustees are not insurers of the safety or well-being of Owners, guests, or Occupants or of their personal property as it relates to criminal conduct, and that each Owner, guest, or Occupant specifically waives any such claim and assumes all risks for loss or damage to Persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.

21.7 Reasonable Accommodations. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such totaling not less than two thirds (67%) of the total Undivided Interest. The vote action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a Person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Area, the Limited Common Area, or the Building, or deviations from provisions of the Governing Documents. Any such modification and/or accommodation made under this section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.

21.8 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR ENTERING 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 REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

ARTICLE 22
REINVESTMENT FEE COVENANT

22.1 Reinvestment Covenant upon Sale or Transfer of Unit. Each time legal title to a Unit transfers from one Owner to another Owner, the new Owner of such Unit shall pay to the Association an amount set by the Board. This amount shall be the "Reinvestment Fee." The Reinvestment Fee shall be less or equal to one half of one percent (0.5%) of the sale price of the Unit, in addition to any other required amounts. The Reinvestment Fee may be set by the Board, by adoption of a Rule. Unless and until the Board sets a different Reinvestment Fee or reduces the Reinvestment Fee to zero, the Reinvestment Fee shall be $1,000.00, unless the sale price of the Unit is such that $1000.00 is greater than one half of one percent (0.5%) of such sale price, in which case the Reinvestment Fee shall be one half of one percent (0.5%) of the sale price. The Reinvestment Fee shall be due within thirty (30) days after the effective date of the deed or similar instrument transferring title. The Reinvestment Fee shall constitute an Assessment against the Unit.

22.2 Purpose of the Reinvestment Fee. Once collected, the Reinvestment Fee may only be used by the Association to pay costs directly related to the transfer of the burdened property as well as: (a) common planning, facilities, and infrastructure; (b) obligations arising from an environmental covenant; (c) community programming; (d) resort facilities; (e) open space; (f) recreation amenities; (g) charitable purposes; or (h) Association expenses.

22.3 Limitation on Reinvestment Fee. The Reinvestment Fee is not due and may not be enforced against: (a) an involuntary transfer; (b) a transfer that results from Court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution, or similar court order; or (e) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed $250.

22.4 Additional Actions. The Association shall have the authority to record any notice required by law to effectuate this provision.

Presidential Club Condominiums, Inc.

BY: _____
SIGNATURE

BION WILCOX
PRINTED NAME

Its. HOA PRESIDENT

STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

ON THIS 22nd DAY OF January, 2018, PERSONALLY APPREARED BEFORE ME BRIAN BONN, THE SIGNER OF THIS INSTRUMENT, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME, OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BY ME HAS DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE PCC HOA PRESIDENT/CEO OF THE PRESIDENTIAL CLUB HOMEOWNERS ASSOCIATION, INC. AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER ON BEHALF OF AND UNDER AUTHORITY OF THE PRESIDENTIAL CLUB HOMEOWNERS ASSOC IATION, INC.

NOTARY PUBLIC BRIAN BONN

BRIAN BONN
Notary Public - State of Utah
Comm. No. 692396
My Commission Expires on
Dec 15, 2020

EXHIBIT A
LEGAL DESCRIPTION

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING at a point on the North line of Kennedy Drive, said point being North 167.24 feet and East 302.41 feet and South 89°36'40" East along said North line 47.19 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89'36'40" East 205.505 feet to a point of curvature of a 55.0 foot radius curve to the left; thence East and Northerly along the arc of said curve 62.77 feet to a point of tangency; thence North 25°00'00" East 63.52 feet to a point of curvature of a 415 foot radius curve to the left; thence Northeasterly along the arc of said curve 94.16 feet to a point of tangency; thence North 12°00'00" East 19.79 feet to a point of curvature of a 570 foot radius curve to the right; thence Northeasterly along the arc of said curve :04.46 feet to a point of tangency; thence North 22°30'00" East 7.57 feet to the most Southerly corner of the property described in that certain Special Warranty Deed recorded September 08, 1978, as Entry No. 3165742, in Book 4736, at Page 1197, Salt Lake County Recorder's Office; thence along the Southerly line of said property North 63°51'00" West 223.42 feet to the Northeast corner of Parcel No. 1 described in that certain Warranty Deed recorded September 09, 1975, as Entry• No. 2740836, in Book 3964, at Page 325, Salt Lake County Recorder's Office; thence South 26°09'00" West 166.56 feet; thence South 63°51'00" East 60.0 feet; thence South 26°09'00" West 216.82 feet; thence North 63°51'00" West 17.50 feet; thence South 26°09' West 43.00 feet to the point of BEGINNING.

Tax Parcel No. 16-11-266-001 through 16-11-266-0

EXHIBIT B

PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

UNIT #	TYPE	BDRMS	PAR VALUE	% OWNERSHIP
019	A	1	1,205	1.0775%
018	M	2	1,425	1.2743%
021	CV-1	3	1,700	1.5202%
110	A	1	1,205	1.0775%
112	N	1	1,205	1.0775%
119	A	1	1,205	1.0775%
120	A	1	1,205	1.0775%
102	E	2	1,425	1.2743%
116	B	2	1,425	1.2743%
117	B	2	1,425	1.2743%
118	M	2	1,425	1.2743%
122	B	2	1,425	1.2743%
101	P	3	1,700	1.5202%
104	C	3	1,700	1.5202%
106	D	3	1,700	1.5202%
108	D	3	1,700	1.5202%
121	C-1	3	1,700	1.5202%
210	A	1	1,205	1.0775%
212	N	1	1,205	1.0775%
219	A	1	1,205	1.0775%
220	A	1	1,205	1.0775%

205	F	2	1,425	1.2743%
215	B	2	1,425	1.2743%
216	B	2	1,425	1.2743%
217	B	2	1,425	1.2743%
218	M	2	1,425	1.2743%
222	B	2	1,425	1.2743%
201	P	3	1,700	1.5202%
202	B-2	3	1,700	1.5202%
203	C-7	3	1,700	1.5202%
204	C	3	1,700	1.5202%
206	D-1	3	1,700	1.5202%
208	D-1	3	1,700	1.5202%
221	C-1	3	1,700	1.5202%
310	A	1	1,205	1.0775%
312	N	1	1,205	1.0775%
305	F	2	1,425	1.2743%
307	B-1	2	1,425	1.2743%
314	J	2	1,425	1.2743%
315	B	2	1,425	1.2743%
316	B	2	1,425	1.2743%
317	H	2	1,425	1.2743%
301	P	3	1,700	1,5202%
302	B-2	3	1,700	1,5202%
303	C	3	1,700	1,5202%
304	C	3	1,700	1,5202%

306	C-3	3	1,700	1,5202%
308	C-6	3	1,700	1,5202%
410	A	1	1,205	1.0775%
412	N	1	1,205	1.0775%
405	F	2	1,425	1.2743%
407	B-1	2	1,425	1.2743%
413	B	2	1,425	1.2743%
414	J	2	1,425	1.2743%
415	B	2	1,425	1.2743%
416	B	2	1,425	1.2743%
417	H-1	2	1,425	1.2743%
403	C-2	3	1,700	1.5202%
404	C	3	1,700	1.5202%
406	C-4	3	1,700	1.5202%
408	C	3	1,700	1.5202%
409	C	3	1,700	1.5202%
411	C	3	1,700	1.5202%
510	A	1	1,205	1.0775%
512	N	1	1,205	1.0775%
505	F	2	1,425	1.2743%
507	F	2	1,425	1.2743%
513	B	2	1,425	1.2743%
514	J	2	1,425	1.2743%
515	B	2	1,425	1.2743%
504	C	3	1,700	1.5202%

506	C-5	3	1,700	1.5202%
508	C-5	3	1,700	1.5202%
509	C	3	1,700	1.5202%
511	C	3	1,700	1.5202%
GRAND TOTAL				100.0%

EXHIBIT C

PRESIDENTIAL CLUB

A UTAH CONDOMINIUM PROJECT

BYLAW

Table of Contents

ARTICLE I - DEFINITIONS AND NOTICE **1**

1.1 Definitions 1

ARTICLE II - MEETING OF THE OWNERS 3

2.1 Annual Meetings 3

2.2 Special Meetings 3

2.3 Place of Meetings 4

2.4 Meetings by Telecommunications 4

2.5 Notice of Meetings 4

2.6 Owners of Record. 4

2.7 Quorum. 5

2.8 Proxies 5

2.9 Votes. 5

2.10 Ballots and Written Consent 5

2.11 Minutes of Meetings 6

ARTICLE III - BOARD OF TRUSTEES 6

3.1 Number, Tenure, Qualifications, and Election 6

3.2 Meetings 7

3.3 Informal Action and Action by Board of Trustees Members without a Meeting 9

3.4 Compensation. 11

3.5 Resignation and Removal. 11

3.6 Vacancies other than by Removal by Owners. 11

ARTICLE IV - OFFICERS **11**

4.1 Officers. 11

4.2 Election, Tenure and Qualifications. 11

4.3 Resignation and Removal. 12

4.4 Vacancies and Newly Created Offices. 12

4.5 The President. 12

4.6 The Secretary. 12

4.7 The Treasurer. 13

4.8 Compensation. 13

ARTICLE V - COMMITTEES 13

5.1 Designation of Committees 13

5.2 Proceedings of Committees. 13
5.3 Quorum and Manner of Acting. 13
5.4 Resignation and Removal. 13
5.5 Vacancies. 13
ARTICLE VI - INDEMNIFICATION 14
6.1 Indemnification. 14
6.2 Other Indemnification. 14
6.3 Settlement by Association 14
ARTICLE VII - AMENDMENTS 15
7.1 Amendments. 15
7.2 Execution of Amendments 15
ARTICLE VIII - WAIVER OF IRREGULARITIES 15
8.1 Waiver of Procedural Irregularities. 15
8.2 Requirements for Objections 15
8.3 Irregularities that Cannot Be Waived 16

BYLAWS OF THE

Presidential Club, a Utah Condominium Project

These Bylaws are hereby adopted and established by Presidential Club Homeowners Association, Inc. ("the Association") as the Bylaws of the Presidential Club, a Utah Condominium Project community. These Bylaws and any amendments thereto shall apply to the Association upon their recording and shall bind all present and future Owners and Occupants.

ARTICLE I
DEFINITIONS AND NOTICE

1.1 Definitions. Except as otherwise provided herein, or as may be required by the context, all terms defined in the SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PRESIDENTIAL CLUB, A UTAH CONDOMINIUM PROJECT ("the Declaration"), as amended, shall have the same defined meanings when used in these Bylaws. For reference, the following definitions are duplicated herein:

(a) "Act" shall mean the Condominium Ownership Act codified beginning at Section 57-8-1, Utah Code Annotated, as amended and as may be amended from time-to-time.

(b) "Association" shall refer to Presidential Club Homeowners Association, Inc., the membership of which shall include each Owner in the Project. The Association is currently incorporated as a nonprofit corporation. If the Owners are ever organized as another type of entity, or if the Owners act as a group without legal organization, "Association" as used in this Declaration shall refer to that entity or group.

(c) "Committee Member" or "Board of Trustees Member" shall mean a duly qualified and elected or appointed member of the Board of Trustees.

(d) "Committee" or "Board of Trustees" shall mean the body of elected or appointed people with primary authority to manage the affairs of the Association, including the responsibility and authority to make and enforce all of the reasonable rules covering the operations and maintenance of the Project.

(e) "Declaration" shall mean the Declaration, including its exhibits, and any and all amendments to the Declaration.

(f) "Manager" shall mean any Person engaged by the Association to manage the Project.

(g) "Occupant" shall mean any Persons, other than an Owner, in possession of, using, entering into, or living in a Unit or the Project, including, without limitation, family members, tenants, guests, and

invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful Occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful Occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).

(h) "Owner" shall mean the Person or Persons who have record title to a Unit, including those who hold a fee simple interest in the Unit (in whole or in part), according to the records of the County Recorder of Salt Lake County, Utah; however, Owner shall not include a trustee for a deed of trust or a mortgagee.

(i) "Person" shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity.

(ji) Project" shall mean the land, whether leasehold or in fee simple, the Building, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith; as defined by the Plat and the Declaration and including the Units, the Common Area, and the Limited Common Areas. Project as defined in the Declaration is intended to have the same definition as "Property" as defined in the Act.

(iii) "Property" shall mean the property legally described in Exhibit A to the Declaration and all easements and rights appurtenant thereto.

(jv) "Rules" shall mean and refer to the rules adopted by the Association.

(v) "Undivided Interest" shall mean the interest of that Owner (expressed as a percentage in Exhibit B to the Declaration) in the Common Areas, which shall be applicable for the purposes of voting, the payment of Common Expenses, and for other purposes indicated in the Declaration or the Act.

(vi) "Unit" shall mean and refer to an individual condominium unit, unit, or condominium, (all as defined in the Act), which shall consist of a separate physical part of the property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a building, and which is identified on the Plat. The boundary lines

of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes both the portions of the building so described and the space so encompassed, and also includes patios appurtenant to a Unit, provided, however, that inclusion of patios within the definition of Unit shall not render the exterior of the building walls within a patio to be within the definition of Unit as opposed to being part of the common area. Except where the context specifically requires otherwise reference to a Unit shall include reference to the Undivided Interest appurtenant to such Unit.

1.2 Notice. Notice as required in these By Laws shall be accomplished as provided for in the Declaration.

ARTICLE II
MEETINGS OF OWNERS

2.1 Annual Meetings.

(a) Requirement. An annual meeting of the Owners shall be held no less than once each calendar year.

(b) Date and Time. Unless changed by the Board of Trustees, the annual meeting of Owners shall be held in August of each year. The Board of Trustees may from time-to-time change the date and time for the annual meeting of the Owners.

(c) Purpose. The Annual Meeting shall be held for the following purposes:

(1) Electing members of the Board of Trustees;

(2) So long as required by law, distributing the most recent reserve study, permitting discussion on reserve funding options, and voting on whether and how to fund the reserve account;

(3) Approval of the budget by a vote of the Owners;

(4) Distributing any annual insurance checklist if it was not distributed before the meeting, announcing the current deductible for the Association's property insurance and the Owners' potential responsibility for this deductible, and permitting questions and discussion on insurance issues and coverage;

(5) If no earthquake insurance has been obtained, voting to confirm this decision;

(6) Approving the minutes of the prior annual meeting; and

(7) Transacting such other business as may properly come before the meeting.

(d) Election of Board of Trustees Members. If the election of the Board of Trustees members cannot be held on the day designated for the annual meeting of the Owners, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Owners, to be convened as soon thereafter as may be convenient.

2.2 Special Meetings.

(a) Who May Call. Special meetings of the Owners may be called by written notice signed by a majority of the Board of Trustees, or upon the written request of Owners holding not less than twenty-five (25%) of the Undivided Interest of the Association.

(b) Requirements for Request of Owners. Any written request for a special meeting by the Owners shall include the signature of each Owner affirmatively supporting such request along with a statement of the date, time, place and purpose of the meeting. The statement of affirmation and purpose must be on every document containing signatures. Such written request is to state the purpose or purposes of the meeting and shall be delivered to the Manager, or a member of the Board of Trustees, not less than fifteen (15) days prior to the date fixed for said meeting, who shall then call the special meeting, provide notice of the special meeting, and conduct a special meeting on the date and time stated in the Request of Owners, that shall address the purpose identified on the request, but no other issues. If the Board of Trustees refuses to call the special meeting, to provide proper notice of the special meeting, or conduct the special meeting on the time requested in the written request, any Owner who signed the request to call the special meeting may take any or all of the actions that the Board of Trustees failed to take. If an Owner is forced to call the meeting due to Board inaction, the Owner may call the meeting anytime within thirty (30) days of the date originally fixed for said meeting, and need not obtain new signatures to call the meeting.

2.3 Place of Meetings. The Project shall be the place for any annual or special meeting unless special circumstances make it unavailable, in which case the meeting shall be held within five (5) miles of the location of the Project.

2.4 Meetings by Telecommunications. Any or all of the Owners may participate in an annual or special meeting of the members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting as allowed in this section is considered to be present in person at the meeting. The Board of Trustees may establish procedures and rules related to this provision as it relates to proxies, verifying attendance, and other aspects of the meeting, but the Board is under no obligation to provide access by telecommunications.

2.5 Notice of Meetings. The Board of Trustees shall cause written notice of the time and place, and in the case of a special meeting, the purpose, for all meetings of the Owners, whether annual or special, to be delivered to the Owners, not more than thirty (30) nor less than ten (10) days prior to the meeting.

2.6 Owners of Record. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Board of Trustees may designate a record date which shall not be more than thirty (30) nor less than ten (10) days prior to the meeting. If no record date is designated prior to sending notice of the meeting, the first date on which a notice of the meeting is sent shall be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The Persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Property shall be deemed to be the Owners of record entitled to notice of and to vote at the meeting of the Owners.

2.7 Quorum. At any meeting of the Owners, the presence of Owners holding, or holders of proxies entitled to cast a majority (>50%) of the Undivided Interest of the Association shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than fifteen (15) days at which time the owners present shall constitute a quorum. In the case of any such postponement, notice of the meeting shall again be provided to all owners at least seven (7) days before the postponed meeting which shall include the statement: "The meeting will occur without any requirement for a minimum number of owners present."

2.8 Proxies. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing.

If a Unit is jointly owned, the instrument authorizing a proxy to act must be signed by all Owners of record of that Unit. Such instrument authorizing a proxy to act may set forth the specific matters or issues upon which the proxy is authorized to act. Such instrument shall be delivered to the Board of Trustees or Manager of the Association or to such other officer or person who has been authorized by the Association to accept proxies at the meeting. Such instrument shall be delivered either prior to or at the meeting, but no later than any point after the start of the meeting at which it is announced by the person in charge of the meeting as the final time to deliver proxies.

2.9 Votes. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such Owner, as shown in the Declaration. The affirmative vote of Owners holding the majority of the Undivided Interests entitled to be cast by the Owners present or represented by proxy at a meeting, at which a quorum was initially present, shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, the Act, or the Revised Nonprofit Corporations Act. When more than one Owner holds an interest in a Unit, any Owner may exercise the vote for such Unit on behalf of all co-Owners of the Unit. In the event of two conflicting votes by co-Owners of one Unit, no vote shall be counted for that Unit but it shall be counted for the purposes of establishing a quorum. In no event shall fractional votes be exercised in respect to any Unit.

2.10 Ballots and Written Consent. The Association may use alternative procedures for obtaining the approvals of owners, such as mailing out ballots to be used as an alternative to meetings and written consents to be used instead of meetings, as allowed by and consistent with the requirements of the Revised Nonprofit Corporations Act.

2.11 Minutes of Meetings. The secretary shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present at the meeting in person and by proxy, (2) the date of the meeting, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, (5) the wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this Section 2.10 does not invalidate any action taken at a meeting.

ARTICLE III
BOARD OF TRUSTEES

3.1 Number, Tenure, Qualifications, and Election.

(a) Number of Members. The Board of Trustees shall be composed of five (5) persons.

(b) Member Requirements. To be on the Board of Trustees, a Person must be an Owner, over the age of 18 years old, and current on all assessments. If an Owner is an entity or trust, an officer, partner, member, manager, trustee, or beneficiary of such Owner may be a member of the Board of Trustees. Any candidate or member of the Board of Trustees shall, upon request of any Owner, produce sufficient documentation establishing that person's right to serve on the Board of Trustees. No Board Member who is removed from the Board by a vote of the Owners under Section 3.5 may serve on the Board for a period of five years beginning on the date of such Board Member's removal.

(c) Term. The term of each Board of Trustees Member shall be two (2) years. The terms of the Board of Trustees Members shall overlap so that three (3) Board of Trustees Members shall be elected one year, two (2) the next, three (3) the following, and so on.

(d) Nominations. Not less than thirty (30) days prior to the annual meeting, a request for nominations for open or expiring Board positions shall be provided to all Owners. An Owner may submit his or her own name or the name of any other Owner to serve on the Board of Trustees. If an Owner submits the name of another Owner, the nomination shall not be valid until the Owner being nominated provides written confirmation that the Owner is willing to serve. Nominations must be received within 15 days of the notice requesting nominations. Nominations may be accompanied by a short biography or statement. Nominations shall be submitted to the Association Secretary. If the

(e) Association gives advance notice of any person seeking election to the Board of Trustees in a notice, ballot, or proxy; it shall include the names of every person nominated. Only persons who have been properly nominated may be elected to the Board of Trustees.

3.2 Notice. Notice as required in these Bylaws shall be accomplished as provided for In the Declaration.

ARTICLE II
MEETINGS OF THE OWNERS

3.2 Annual Meetings.

(a) Requirement. An annual meeting of the Owners shall be held no less than once each calendar year.

(b) Date and Time. Unless changed by the Board of Trustees, the annual meeting of Owners shall be held in December of each year. The Board of Trustees may from time-to-time change the date and time for the annual meeting of the Owners.

(c) Purpose. The Annual Meeting shall be held for the following purposes:

(1) Electing members of the Board of Trustees;

(2) So long as required by law, distributing the most recent reserve study, permitting discussion on reserve funding options, and voting on whether and how to fund the reserve account;

(3) Approval of the budget by a vote of the Owners;

(4) Distributing any annual insurance checklist if it was not distributed before the meeting, announcing the current deductible for the Association's property insurance and the Owners' potential responsibility for this deductible, and permitting questions and discussion on insurance issues and coverage;

(5) If no earthquake insurance has been obtained, voting to confirm this decision;

(6) Approving the minutes of the prior annual meeting; and

(7) Transacting such other business as may properly come before the meeting.

(d) Election of Board of Trustees Members. If the election of the Board of Trustees members cannot be held on the day designated for the annual meeting of the Owners, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Owners, to be convened as soon thereafter as may be convenient Disqualification. If any Board of Trustees Member is alleged to not meet the qualification requirements in the Declaration, including failing to pay assessments, and any Board of Trustees Member is notified of or discovers this alleged lack of qualification, the Board of Trustees shall promptly investigate and verify whether the Board of Trustees Member is qualified or not, and during this period shall not make any further decisions. If the Board of Trustees Member is not qualified, the Board of Trustees Member's membership on the Board of Trustees shall terminate automatically retroactive to the date that written notice of an alleged lack of qualification was provided to the Association or, if no notice was provided, to the date

that the Board of Trustees established that the Board of Trustees Member was not qualified. If a Board of Trustees Member becomes unqualified or was not qualified under the Governing Documents, but was nonetheless elected to or permitted to remain on the Board of Trustees, the decisions and actions of the Board of Trustees and that Board of Trustees Member are not subject to challenge on this basis up to thtime that the Association is notified in writing as provided for in this section, or until the Board of Trustees Member is disqualified if no such notice is provided.

(e) Removal for Failure to Participate. If any Board of Trustees Member shall fail to appear (in person or by some other means allowing for participation) at four (4) successive regular Board of Trustees meetings or fifty percent (50%) or more of the regular meetings within the preceding 12 months, after having received proper notice of the meetings and after the Board of Trustees has attempted in good faith to schedule meetings consistent with all of the member's schedules, the other Board of Trustees Members may by unanimous vote, except for the Board Member to be removed, remove that Member and appoint a new Member.

3.2 Meetings.

(a) Regular Meetings. The Board of Trustees shall hold regular meetings at least quarterly, and more often at the discretion of the Board of Trustees.

(b) Who is entitled to Attend. Board of Trustees Members, Owners, and Owner representatives (if designated in writing) may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board of Trustees is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board of Trustees.

(c) Owner Comment Period. Owners in attendance at the meeting shall be permitted a reasonable opportunity to offer comments, which may be limited to one period during the meeting.

(d) Attendance by Telephone or other Means. The Board of Trustees may allow attendance and participation at any meeting of the Board of Trustees by telephone or any other means that allows for the Board of Trustees and Members to hear each other during the meeting (electronic communication).

(e) Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any two (2) Board of Trustees Members or the President of the Association. Notice of any special meeting shall be given at least 48 hours prior thereto to each Board of Trustees

Member. No notice of special meetings is required to be provided to Owners, although any Owner may attend any special meeting if the Owner appears at the physical location of the meeting in person.

(f) Quorum and Manner of Acting. Three (3) Board of Trustees Members shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Board of Trustees Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board of Trustees Members shall be the act of the Board of Trustees, provided, however, that if only three (3) members of the Board of Trustees are present, then any decision by such quorum of three must be unanimous to be the act of the Board of Trustees. The Board of Trustees Members shall act only as a Board of Trustees, and individual members shall have no powers as such.

(g) Place and Notice of Meetings.

(1) The Board of Trustees may designate any place in Salt Lake County as the place of meeting for any regular meeting called by the Board of Trustees but shall in good faith attempt to hold meetings at the Project or in as close a proximity to the Project as reasonably possible.

(2) All Board of Trustees Members and Owners shall be given at least ten (10) days' notice of regular meetings. Owners requesting notice of regular meetings by email shall be provided email notice at the email address the owner provides not less than 48 hours before the meeting. No notice is required to Owners of a Board of Trustees meeting if: (a) the meeting is to address an emergency; and (b) each Board of Trustees Member receives notice of the meeting less than 48 hours before the meeting.

(3) The notice to Owners in part (2) above shall include: (a) the time and date of the meeting, (b) the location of the meeting, and (c) if a Board of Trustees Member may participate by means of electronic communication, the information necessary to allow an Owner to participate by the same means of electronic communication.

(h) Executive Session.

(1) The Board of Trustees or a Committee may, by motion and a vote, continue deliberations and discussions in executive session for the reasons allowed in these Bylaws. The Board of Trustees may exclude Owners and others from any part of executive session portion of the of the Board of Trustees or the Committee.

3.3 Informal Action and Action by Board of Trustees Members without a Meeting.

(a) Any action that is required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting if:

(1) Written notice of the action is provided to each Board of Trustees Member, meeting. If the Board of Trustees enters executive session, they shall discontinue any executive session by motion and a vote.

(2) sufficient written and signed affirmative votes or consents are received in response to the written notice, and

(3) no Board of Trustees Member demands in writing that action not be taken without a meeting.

(b) Executive sessions may be held to discuss and make decisions related to the following matters:

(i) consult with an attorney for the purpose of obtaining legal advice,

(ii) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings,

(iii) discuss a personnel matter,

(iv) discuss a matter relating to contract negotiations, including review of a bid or proposal,

(v) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or

(vi) discuss a delinquent assessment or fine.

(3) The discussions in executive session shall be confidential and shall not be disclosed to anyone outside of the meeting except as authorized by the Board of Trustees or the Committee.

(4) Documents analyzed in executive session may be confidential for other reasons provided for by law or in the Governing Documents, but they are not confidential merely as a result of having been discussed or presented in executive session.

(5) The minutes of the meeting at which an executive session is held shall include:

(i) The purpose(s) of the executive session in sufficient detail. For example, the following are sufficient descriptions: "To discuss the terms of a management contract with XYZ Company," or "To discuss the pending litigation with XYZ."

(ii) Any decisions made during executive session.

(6) Care shall be taken so that attorney-client privileged information is not disclosed in minutes that are made available to anyone outside of members

(c) Action is taken under this section is effective only if the affirmative vote for the action meets or exceeds the minimum number of votes that would be necessary to take the action at a meeting at which all of the Board of Trustees Members, then in office, were present and voted.

(d) A Board of Trustees Member may revoke and change any response to any action by communicating in writing that the Member has changed his or her vote, with a description of the action. To be effective, the revocation must be received before receipt of the final consent necessary for the action to be effective.

(e) An action approved of pursuant to this section is effective on the date indicated in the notice for the time to respond, if the responses necessary to satisfy this section have been received by the Board of Trustees.

(f) Action taken pursuant to this section has the same effect as action taken at a meeting of the Board of Trustees and may be described as an action taken at a meeting of the Board of Trustees Members in any document.

(g) Notice under 3.3(a)(1) shall state, at a minimum: the action to be taken, the time by which the director must respond to the notice, and that failure to respond by the time stated in the notice will have the same effect as abstaining and failing to demand in writing that the action not be taken without a meeting.

(h) For purposes of this section:

(1) "Signed" or "signature" is an indication on the document, whether paper or electronic, that the document is from and consented to by the person who is purported to have sent it. For example, a return address from the known address of the sender on an email satisfies the requirement for a signature.

(i) "Writing" shall refer to an email, letter, facsimile, or any other physical or electronic document.

(j) Communications may be by email, facsimile, hand delivery, mail, or other electronic or physical means.

(k) Any response to any electronic communication shall be:

(1) To the address of the sender using the same address and means of communication as was used to send the request for consent of an action, such as email, facsimile, or hand delivery; or

(2.) To any address in regular use, electronic, telephonic, or physical, by the person sending the request.

3.4 Compensation. No Board of Trustees Member shall receive compensation for any services that he/she may render to the Association as a Board of Trustees Member; provided, however, that a Board of Trustees Member may be reimbursed for expenses incurred in the performance of his/her duties as a Board of Trustees Member to the extent such expenses are approved by the Board of Trustees.

3.5 Resignation and Removal. A Board of Trustees Member may resign at any time by delivering a written resignation to any other Member of the Board of Trustees or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. An oral resignation attempt is not effective. Any Board of Trustees Member may be removed and replaced at any time, with or without cause, by the affirmative vote of at least sixty percent (60%) of the Undivided Interest of the Association. This vote must be taken at a special meeting of the Owners called for that purpose. Board Members who become disqualified to sit on the Board are automatically terminated under Section 3.1(e). If the Owners vote to remove all of the Members of the Board of Trustees, they shall immediately thereafter, and at the same meeting, elect new members of the Board of Trustees using the procedures normally applicable for election of Board of Trustees Members at an annual meeting. If the Owners vote to remove less than all of the Members of the Board of Trustees, the Owners may vote to elect replacement members at the special meeting. If the Owners vote to remove less than all of the Members of the Board of Trustees and, either due to inadvertence or choice, do not elect replacements at the special meeting, the remaining Members of the Board of Trustees, by majority vote, shall appoint replacement members for the remainder of the term of the members who were removed.

3.6 Vacancies other than by Removal by Owners. If vacancies shall occur in the Board of Trustees by reason of death, resignation, removal for failure to attend meetings, or disqualification of a Board of Trustees Member, the Board of Trustees Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Board of Trustees Members then in office, even though less than a quorum may be available.

ARTICLE IV
OFFICERS

4.1 Officers. The officers of the Association shall be a President, Secretary, and Treasurer.

4.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the first meeting of the Board of Trustees following the annual meeting and thereafter at any time. Each such

officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. No person shall hold more than one office unless, in the Board of Trustees' discretion, the Board of Trustees votes to have one person serve as both the Secretary and Treasurer. All officers must be members of the Board of Trustees during the entire term of their respective offices.

4.3 Resignation and Removal. Any officer may resign from any officer position at any time by delivering a written resignation to any Board of Trustees Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. At any time, the Board of Trustees may appoint new or different officers, with or without cause. All Officers must be current on their assessments, and an Officer who becomes more than sixty (60) days delinquent on assessments shall be automatically removed from office.

4.4 Vacancies and Newly Created Offices. If any vacancy shall occur by any cause, such vacancies may be filled by the Board of Trustees at any regular or special meeting. During the time that any office is vacant, and no other officer is available to perform the duties of that office as required below, the Board of Trustees shall ensure that the duties and responsibilities of the office are performed.

4.5 The President. The President shall preside at meetings of the Board of Trustees and at meetings of the Owners. At all meetings, the President shall have all authority typically granted to the person presiding over a meeting, including, but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive persons who may include, but not be limited to, any Person who (i) refuses to abide by rules or requests of the presiding person related to the order of the meeting and when speaking is permitted, or (ii) engages in vulgar, threatening, or otherwise inappropriate language or gestures, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order" and (4) the right to designate the Manager or any other Person to preside over any meeting at which the President is present. The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Trustees. The President shall have the general authority to implement decisions of the Board of Trustees and shall oversee the operations of the Association. The President shall have authority in case of emergency to take action without Board of Trustees approval as is necessary and prudent to preserve and protect property. The President shall be responsible for the duties of any other office while that office is vacant.

4.6 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, the law, or any resolution of the Board of Trustees may require such person to keep. The Secretary shall also act in the place and stead of the President in the event of the President's resignation, absence, inability, or refusal to act. The Secretary shall perform such other duties as required by the Board of Trustees.

4.7 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board of Trustees. The Treasurer shall have authority and obligation to generally implement the requirements of governing documents as it relates to the funds of the Association, including the requirement to obtain a review by an independent accountant every three years, and the preparation and filing of appropriate tax returns. The Treasurer shall also act in the place and stead of the President in the event of the President and Secretary's resignation, absence, inability, or refusal to act. The Treasurer shall perform such other duties as required by the Board of Trustees.

4.8 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Trustees.

ARTICLE V
COMMITTEES

5.1 Designation of Committees. The Board of Trustees may from time-to-time designate such committees (each a "Committee") as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such Committee designated hereunder shall include at least one (1) Board of Trustees Member. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Trustees in the minutes. The Board of Trustees may terminate any Committee at any time.

5.2 Proceedings of Committees. Each Committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time-to-time determine. If required by the Board of Trustees, each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

5.3 Quorum and Manner of Acting. The Board of Trustees may establish any procedural or quorum requirements for voting by the committee. The members of any Committee designated by the Board of Trustees hereunder shall act only as a Committee, and the individual members thereof shall have no powers, as such. A Committee may exercise the authority granted by the Board of Trustees.

5.4 Resignation and Removal. Any Committee member may resign at any time by delivering a written resignation to any Member of the Board of Trustees or any presiding officer of the Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, with or without cause, remove any member of any Committee.

5.5 Vacancies. If any vacancy shall occur in any Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the

filling of such vacancy by the Board of Trustees, constitute the then total authorized membership of the Committee and, provided that two (2) or more members are remaining, may continue to act.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification. No Board of Trustees Member, officer, or member of a Committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Board of Trustees Member, officer, or Committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board of Trustees Member, officer of the Association, or a member of a duly formed Committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board of Trustees Member, officer of the Association, or member of a Committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Board of Trustees Member, officer, or Committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

6.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be provided under any statute, agreement, vote of disinterested Board of Trustees Members, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. The indemnification herein provided shall continue as to any person who has ceased to be a Board of Trustees Member, officer, Committee member, or employee, and shall inure to the benefit of the heirs, executors, and administrators of any such person.

6.3 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Trustees, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VII
AMENDMENTS

7.1 Amendments. Except as otherwise provided herein or by the Act, these Bylaws may be amended by the affirmative vote of Owners holding Undivided Interests totaling no less than sixty percent (60%) of the total Undivided Interest. The vote must occur in a meeting of the Owners held for that purpose. The vote of approval of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit.

7.2 Execution of Amendments. Upon obtaining the required vote, an amendment shall be signed by the President and Secretary of the Association, who shall certify that the amendment has been properly adopted as required by these Bylaws. An amendment complying with the requirements of these Bylaws and the Declaration shall be effective when the amendment has been recorded in the office of the County Recorder of Salt Lake County, Utah.

ARTICLE VIII
WAIVER OF IRREGULARITES

8.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining Persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

(a) If the objecting Person was in attendance at the meeting, they are waived if no objection to the particular procedural issue was made at the meeting,

(b) If the objecting Person was not in attendance at the meeting but had proper notice of the meeting, they are waived if no objection to the particular procedural issue was made within sixty (60) days of the date the meeting was held,

(c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue was made within ninety (90) days of the date of the meeting,

(d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within ninety (90) days of receiving actual notice of the occurrence of the meeting, or of any decision that was made at the meeting,

(e) For any action, vote, or decision that occurred without a meeting, within one hundred twenty (120) days of receiving actual notice of the occurrence of the action, vote, or decision.

8.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Document or other Law

that has been violated, and a brief statement of the facts supporting the claimed violation.

8.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

1. Any failure to comply with the provisions of the Declaration.

(a) Any failure to obtain the proper number of votes required to approve of or take a particular action.

END OF BY-LAWS