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DECLARATION OF CONDOMINIUM

JAN 13 1977

Recorded at 1148a

Request of Western States Title

KATHLEEN DEKOR, Recorder

Salt Lake County, Utah

OF ZION SUMMIT

\$189.00 By [Signature] Deputy

A CONDOMINIUM PROJECT REF.

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DECLARATION OF CONDOMINIUM

OF

ZION SUMMIT

A CONDOMINIUM PROJECT

THIS DECLARATION, containing covenants, conditions and restrictions relating to Zion Summit, a Condominium Project, is made on the date set forth at the end hereof by Zion Summit, a Utah general partnership, hereinafter called "Declarant", for itself, its successors, grantees and assigns, pursuant to the Condominium Ownership Act of the State of Utah.

RECITALS

Declarant is the owner of the following described real property in Salt Lake County, Utah, to-wit:

Lots 2, 3 and 4, Block 4, Plat E, Salt Lake City Survey, together with 1/2 vacated street abutting on the north, excepting therefrom that portion of said Block 4 dedicated to Salt Lake City by a dedication plat dated August 24, 1965 and recorded October 20, 1965, in Book DD of plats at page 44, as entry no. 2118718 in the office of the Salt Lake County Recorder, said parcel being further described as follows: Beginning at a point N. 82°11'33" W. 91.66 feet from the southernmost corner of said Block 4, and running thence N. 82°11'33" W. 2.57 feet to a point of a 194.82 foot radius curve to the right; thence Northwesterly along the arc of said curve 116.94 feet to a point of tangency; thence N. 47°48'20" W. 3.99 feet; thence N. 23°51'41" W. 41.89 feet; thence N. 60°03'21" W. 55.40 feet; thence N. 66°07'49" E. 102.17 feet; thence S. 23°52'11" E. 66.00 feet; thence N. 66°07'49" E. 10.10 feet; thence S. 23° 52' 11" E. 112.36 feet to the point of beginning.

Also the following described parcel: At the Northeast corner of Lot 1, Block 5, Plat "E", Salt Lake City Survey, said point being North 82°11'33" West 38.318 Feet and South 23°51'22" East 40.435 feet from the monument at the intersection of Center street and Vine Street and running thence South 82°11'33" East 11.50 feet; thence South 65°15'06" East 69.08 feet; thence South 0°02'13" East 144.51 feet; thence South 89°59'06" West 245.18 feet to a point of 76.44 foot radius curve to the right; thence Northwesterly along the arc of said curve 25.07 feet to a point of tangency; thence North 71°13'00" West 136.34 feet; thence South 89°59'06" West 11.81 feet; thence North 25°19'54" West 197.01 feet; thence North 59°40'34" East 143.35 feet; thence South 41°33'51" East 59.42 feet to a point of curve to the left the center of which is North 42°11'40" East 247.60 feet; thence southeasterly along the arc of said curve 148.60 feet to a point of tangency; thence South 82°11'33" East 126.16 feet to the point of beginning. 2.094 acres.

Declarant has constructed or will construct certain buildings and improvements thereon in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith, consisting of eleven (11) sheets, prepared and certified by Robert B. Jones, Utah Registered Land Surveyor.

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Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above described real property and the said buildings and other improvements being constructed or to be constructed thereon to the provisions of the Utah Condominium Ownership Act as a Condominium Project known as Zion Summit.

Declarant desires and intends to sell fee title to the individual Units contained in said Condominium Project, together with undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations, and restrictions contained herein.

DECLARATION

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this Condominium Project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Name of the Condominium Project. The name by which the Condominium Project shall be known is Zion Summit.

2. Definitions. The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this Section 2 unless the context otherwise requires.

(a) The words "the Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, Section 57-8-1, et. seq., as the same may be amended from time to time.

(b) The words "Association of Unit Owners" or "Association" shall mean and refer to Zion Summit Owners Association, a Utah non-profit corporation, of which all Unit Owners shall be members. A copy of the Articles of Incorporation are attached hereto as Exhibit C. The Association shall be governed in accordance with the Declaration, By-Laws and Articles.

(c) The words "Common Areas and Facilities" shall mean and refer to:

(1) The above described land;

(2) That portion of the Property not specifically included in the respective Units as herein defined;

(3) All foundations, columns, girders, beams, supports, mainwalls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, swimming pools, recreational areas and facilities, yards, gardens, fences, service and parking areas (other than parking stall Units) and entrances and exits, storage spaces (other than storage locker Units) and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;

(4) Those areas specifically set forth and designated in the Map as "Common Ownership"; or "Limited Common Area" and

(5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

(d) The words "Common Expenses" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities; to all items, things and sums described

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in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules and regulations pertaining to the Condominium Project as the Association of Unit Owners or the Management Committee may from time to time adopt, and such other determinations and agreements lawfully made and/or entered into by the Management Committee.

(e) The word "Condominium" shall mean and refer to the ownership of a single Unit in this Condominium Project together with an undivided interest in the Common Areas and Facilities of the Property.

(f) The words "Condominium Project" or sometimes the "Project" shall mean and refer to the entire Property, as defined above, together with all rights, obligations and organizations established by this Declaration.

(g) The word "Declarant" shall mean Zion Summit, a Utah general partnership, who has made and executed this Declaration, and/or its successor which, by either operation of law or through a voluntary conveyance, transfer or assignment, comes to stand in the same relation to the Project as did its predecessor.

(h) The word "Declaration" shall mean this instrument by which Zion Summit is established as a Condominium Project.

(i) The words "Limited Common Areas and Facilities" or "Limited Common Areas" shall mean and refer to those Common Areas and Facilities designated herein or on the Map as reserved for use of a certain Unit to the exclusion of the other Units including some of the parking stalls which are included within the Project (one per each apartment Unit), most of the storage lockers (one per each apartment Unit), and the patio, terrace, and/or balcony associated with certain apartment Units.

(j) The words "Management Committee" or "Committee" shall mean and refer to the committee as provided in the Declaration and the By-Laws hereto attached as Exhibit A (which By-Laws are hereby incorporated by reference and made a part of this Declaration) and shall be the same as the Governing Board of the Association as provided in the Utah Nonprofit Corporation and Cooperative Association Act. Said Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

(k) The term "Manager" shall mean and refer to the person, persons or corporation selected by the Management Committee to manage the affairs of the Condominium Project.

(l) The word "Map" shall mean and refer to the Record of Survey Map of Zion Summit recorded herewith by Declarant.

(m) The word "Mortgage" shall mean and include both a first mortgage on any Condominium Unit and a first deed of trust on any Condominium Unit.

(n) The word "Mortgagee" shall mean and include both the mortgagee under a first mortgage on any Condominium Unit and the beneficiary under a first deed of trust on any Condominium Unit.

(o) The word "Property" shall mean and include the land, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

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(p) The word "Unit" shall mean and refer to one of the apartment Units, or one of the storage lockers or one of the parking stalls which is designated as a Unit on the Map.

(q) The words "Unit Number" shall mean and refer to the number, letter or combination thereof designating the Unit in the Declaration and in the Map.

(r) The words "Unit Owner" or "Owner" shall mean the person or persons owning a Unit of Zion Summit in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Salt Lake County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(s) The words "Utility Services" shall include, but not be limited to, electric power, gas, hot or cold water, heating, air conditioning and garbage and sewer disposal.

(t) Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

3. Submission to Condominium Ownership. Declarant hereby submits the above-described Property, tract of land, buildings, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to the Property.

4. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project shall be enforceable equitable servitudes which shall run with the land and this Declaration and its servitudes shall be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

5. Description of Property.

(a) Description of Land. The land is that tract or parcel in Salt Lake County, Utah, more particularly described on the first page of this Declaration.

(b) Description of Improvements. The significant improvements contained or to be contained in the Project include those described in this paragraph (b). The buildings will be constructed by the Declarant substantially in accordance with the information contained in the Map and with the Plans and Specifications therefor. They consist of two apartment towers or buildings with a common ground floor containing a lobby and recreational area. The two towers have thirteen floors. The Project will contain one hundred ninety-two apartment Units. The buildings have underground parking and storage and will be constructed principally of reinforced steel and concrete with exterior walls of stucco, brick frame or manufactured insulated window walls, reinforced concrete floors, interior bearing walls of concrete and other interior walls of metal studs, plywood and dry wall plaster and each building will contain two

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elevators. Two hundred and eighty-four parking stall Units (of which twenty-three are for small cars) are located on the three underground parking levels; these Units are unenclosed except for a roof. There are one hundred ninety-two storage locker Units located on the underground levels adjacent to the parking areas, which are built along concrete walls and constructed principally of chain link fencing plus twelve open storage locker units for open storage or later enclosure. The Project will also include gardens and landscaping, a swimming pool, and other facilities located substantially as shown in the Map and will be subject to easements which are reserved through the Project as may be required for utility services.

(c) Description and legal status of Units. The Map and/or Exhibit B hereto shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access, Units in the Project are either apartment Units, storage locker Units or parking stall Units. Those parking stalls and storage lockers which constitute Units shall for all purposes, except as otherwise specifically provided in the Declaration, be accompanied by the same rights and obligations as pertain to apartment Units. For maintenance purposes, parking stalls constituting Units shall have the same status as those parking stalls which comprise a part of the Limited Common Areas and Facilities. All Units, of whatever type, shall be capable of being independently owned, encumbered and conveyed.

(1) Each apartment Unit shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundary shall be determined in the following manner:

(A) The upper boundary shall be the place of the lower surface of the ceiling slab;

(B) The lower boundary shall be the plane of the upper surface of the floor slab; and

(C) The vertical boundaries of the Unit shall be (i) the interior surface of the outside walls of the building bounding a Unit; (ii) the center line of any non-bearing interior walls bounding a Unit; and (iii) the interior surface of any interior bearing walls bounding a Unit.

(2) As appears more fully in the Map and Exhibit B, the Project contains a number of parking stalls which constitute Units. In addition to providing the vertical dimensions of such Units, the Map shows the horizontal dimensions thereof. Except for a roof, however, such Units are not enclosed. Declarants shall have no obligation and no other person shall have the right to accomplish any enclosure or further covering thereof. Each parking stall Unit shall include that part of the parking structure containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

(A) The upper boundary shall be the plane of the lower surface of the ceiling slab;

(B) The lower boundary shall be the plane of the upper surface of the floor slab; and

(C) The vertical boundaries of the Unit shall be planes passed through the lines shown on the Map in such a way that each such plane is perpendicular to the floor slab.

(3) Each storage locker Unit shall include that part of the structure containing the Unit which lies within the boundaries

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of the Unit, which boundary shall be determined in the following manner:

(A) The upper boundary shall be a horizontal plane level with the top of the fencing enclosing the storage unit;

(B) The lower boundary shall be the plane of the upper surface of the floor slab; and

(C) The vertical boundaries of the Unit shall be the interior surface of the walls or fencing on the perimeter of the storage locker except that the vertical boundaries of the unenclosed storage locker Units shall be planes passed through the lines shown on the Map in such a way that each such plane is perpendicular to the floor slab.

(4) The apartment Units of the Project are described below.

(A) There are eight typical apartment Unit floor plans which are designated A, B, Corner B, Modified B, BB, Penthouse A, Penthouse B and Penthouse Corner B. These Units and the Limited Common Areas contiguous thereto are described below, by the Map and by Exhibit B.

<u>UNIT</u>	<u>CONTAINING</u>
A	Living room, dining room, kitchen, 2 bedrooms, 2 bathrooms and 1 balcony terrace.
B	Living room, kitchen, bedroom den, master bedroom, 2 bathrooms and 1 balcony terrace .
Modified B	Living room, kitchen, small eating area, one bedroom, 2 bathrooms and no balcony terrace.
Corner B	Same floor plan as B Units with additional square footage and window area.
BB	Living room, dining room, kitchen, breakfast room, 2 bedrooms, 1 den, 3 bathrooms, utility room and 1 balcony terrace.
Penthouse A	Living room, dining room-den, kitchen, 2 bedrooms, 2 bathrooms, and 1 balcony terrace
Penthouse B	Living room, dining room-den, kitchen, 1 bedroom, 2 bathrooms, 1 balcony terrace
Penthouse Corner B	Same as Penthouse B with additional square footage and window area.

(B) Exhibit B attached hereto and/or the Map show the Unit number of each Unit, the type of each apartment Unit (A, B, Corner B, Mod. B, BB, Pent. A, Pent. B, Pent. Cor B), its location, its appurtenant percentage of undivided ownership, and certain of the limited Common Areas and Facilities (a parking stall and storage locker) appurtenant to each apartment Unit.

(d) Common Areas and Facilities. Except as otherwise provided in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not;

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(1) All structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(2) Driveways, parking areas (other than parking stall Units), lawns, shrubs, gardens, entrance ways, stairways and courts, lobbies, recreation areas, laundry service areas, swimming pool, and storage lockers (other than storage locker Units);

(3) Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;

(4) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;

(5) The Limited Common Areas and Facilities herein described; and

(6) All repairs and replacements of any of the foregoing.

(e) Description of Limited Common Areas and Facilities. Each Owner of an apartment Unit is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and Facilities reserved exclusively for the use of his Unit. The Limited Common Areas appurtenant to any given apartment Unit consist of the one parking stall and the one storage locker indicated on the Map and/or Exhibit B and the balcony terrace contiguous with the apartment Unit. The exclusive right to use and occupy each Limited Common Area shall be appurtenant to and shall pass with the title to the Unit with which it is associated. Notwithstanding that a given parking stall may be a Limited Common Area, however, if access to a storage space or spaces or other areas reasonably requires passage over such parking stall, the person or persons having the right to use such storage space or other area shall have the right, at any and all reasonable times, to pass over such parking stall or stalls for purposes of ingress and egress from the storage space or other area to which his right of use applies.

6. Alterations. For the two (2) years following the recordation hereof, the Declarant reserves the right to change the interior design and interior arrangement of any Unit and to alter the boundaries between Units, so long as the Declarant owns the Units so altered. Any such change shall be reflected by an amendment of this Declaration and of the Map which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in Section 27 of this Declaration. Such change may increase the number of Units and alter the boundaries of the Common Areas and Facilities. If the boundaries between Units are altered or the number of Units increased, in the amendment related thereto the Declarant shall reapportion the percentage of ownership in the Common Areas and Facilities which are allocated to the altered Units on the basis of the change in floorspace which results from the boundary alteration.

7. Statement of Purpose and Restriction on Use.

(a) Purpose. The purpose of the Condominium Project is to provide residential housing space for Unit Owners and to tenants and guests and to provide parking, storage and recreational space and facilities for use in connection therewith, all in accordance with the provisions of the Act.

(b) Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth.

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(1) Each of the apartment Units shall be occupied by the Unit Owner, his family, servants or guests as a private residence and for no other purpose. Each parking stall Unit shall be used by the Unit Owner, his family, servants or guests for the parking or storage of motor vehicles or such other items as the Management Committee may approve and for no other purpose. Each storage locker Unit shall be used only by the Unit Owner, his family, servants or guests as a private storage facility and for no other purpose. Said storage locker Unit shall be subject to all of the use restrictions applicable to the storage lockers included within the Limited Common Areas as set forth in this Declaration, in the Bylaws and in such rules and regulations as shall be promulgated by the Management Committee. The Common Areas and Facilities shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

(2) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the buildings, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law, ordinance or regulation of any governmental authority.

(3) No Unit Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, radio or television antenna) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Management Committee. The exterior portion of any drape or curtain must be white and the Management Committee shall determine the color of carpet and/or paint used on the terraces and/or balconies.

(4) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(5) Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

(6) No animals of any kind to be raised, bred or kept in any Unit or in the Common Areas or Limited Common Areas, except that the Management Committee may provide in its rules and regulations that dogs, cats and other household pets may be kept in Units subject to the rules and regulations adopted by the Management Committee.

(7) The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

(8) No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas and Facilities.

8. Person to Receive Service of Process. The person to receive service of process in the cases provided herein or in the Act is Reed L. Martineau, whose address is 700 Continental Bank Building, Salt Lake City, Utah 84101. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

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9. Ownership and Use.

(a) Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest in the Common Areas and Facilities in the percentage expressed in Exhibit B.

(b) Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own apartment Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships, or trusts and in the form of common tenancy; however, storage locker Units and parking stall Units shall be owned by, or conveyed to, only owners of apartment Units, and shall be leased to or used by only persons who reside in apartment Units. The Unit Owners may lease or rent their Units with their appurtenant rights subject to terms and conditions chosen solely by the Unit Owner and his lessee, except that all Unit Owners, their tenants and other occupants or users of the Project, shall be subject to the Act, this Declaration, the By-Laws, and all rules and regulations of the Association of Unit Owners and Management Committee.

(c) Prohibition Against Subdivision of Unit. No Unit Owner, by deed plat or otherwise, shall subdivide or in any manner cause the ownership of his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map.

(d) Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in Section 5(d) of this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No percentage of undivided ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a percentage of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project.

(e) Use of Common Areas and Facilities. Except with respect to Limited Common Areas each Unit Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to this Declaration and the By-Laws. This right of use shall be appurtenant to and run with each Unit.

(f) Computation of Undivided Interest. The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit has been computed by determining the ratio between the par value associated with such Unit (as set forth in Exhibit B) and the aggregate par values of all Units in the Project (with such minor adjustments in some or all of the resulting percentage interests as may have been necessary to assure that the total undivided interest respecting the Project equals 100%). Substantially identical Units have been assigned the same par value and the total of all undivided interests equals 100%. A Unit Owner's percentage of ownership interest in the Common Areas and Facilities shall be for all purposes, including voting and assessment of common expenses.

10. Use of Limited Common Areas and Facilities. A Unit Owner's exclusive right of use and occupancy of the Limited Common Areas and Facilities reserved for his apartment Unit shall be subject to and in accordance with this Declaration and the Bylaws. Any Limited Common Area shall be leased only to persons who reside in the Project or used by the family, servants or guests thereof on a temporary basis.

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

12. Management.

(a) Management Committee. The business, property and affairs of the Project shall be managed, operated and maintained by the Management Committee of the Association. The Management Committee of the Association shall have, and is hereby granted, the following authority and powers:

(1) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas and Facilities; and work performed pursuant to such easements must be done in a workmanlike manner and any damage to the interior structure or decor of a Unit must be repaired;

(2) The authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment;

(3) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;

(4) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;

(5) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances;

(6) The power and authority to add any interest in real property obtained pursuant to paragraph (5) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent;

(7) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Unit Owners; and

(8) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and auth-

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ority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(b) Composition of Management Committee. The Committee shall be composed of nine (9) members, four members from Tower A, four members from Tower B and the ninth member from either Tower. At the first regular Association meeting three (3) Committee members shall be elected for three-year terms, three (3) Committee members shall be elected for two-year terms and three (3) committee members for a one-year term. At each annual Association meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a three-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for Committee membership. At the annual meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that until the annual Owners meeting held on January 9, 1980, or until Units to which an aggregate of at least three-fourths (3/4) of the undivided Ownership interest in the Common Areas and Facilities appertain have been conveyed by Declarant, whichever occurs first (hereinafter referred to as the "Event"), Declarant alone shall be entitled to select five (5) of the nine (9) Committee members. Notwithstanding the foregoing limitations, until the first annual meeting of the Owners, the members of the Committee, although numbering less than nine (9), shall be the following persons and each shall hold the office indicated opposite his name:

Andrew J. Walton	President
Jason B. Sorensen	Vice-President
William O. Martineau	Secretary/Treasurer

Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any twelve-month period shall automatically forfeit his seat. In the event a Committee seat which was filled by Declarant becomes vacant prior to the Event, whether by reason of forfeiture or due to another cause, Declarant shall select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business.

(c) Responsibility. The Management Committee shall be responsible for the control, operation and management of the project in accordance with the provisions of the Act, this Declaration, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by said Committee.

(d) Additional facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

(e) Name. The Management Committee shall be known as the Management Committee of Zion Summit Owners Association.

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(f) Manager. The Committee may carry out through a Project Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the Project which may be entered into by the Management Committee or the Association shall call for a term not exceeding three (3) years and shall provide that for cause such management agreement may be terminated by the Management Committee or by the Association upon not in excess of ninety (90) days written notice.

13. Easements.

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

(b) In the event that, by reason of the construction, reconstruction, settlement or shifting of any part of a building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement or any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners.

14. Change in Ownership. The Management Committee shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Unit which is owned by him. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Management Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Management Committee may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Management Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person unless the Management Committee is otherwise advised.

15. Assessments. Every Unit Owner shall pay his proportionate share of the common expenses. Payment thereof shall be in such amounts and at such times as the Management Committee determines in accordance with the Act, the Declaration or the By-Laws. There shall be a lien for nonpayment of common expenses as provided by the Act.

No assessment for a single improvement in the nature of a capital expenditure which exceeds the sum of \$10,000.00 shall be made without the same having been first voted on and approved by at least a majority of the Project's undivided ownership interest.

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16. Destruction or Damage. In the event of destruction or damage of part or all of the improvements in the Condominium Project, the procedures of this section shall apply.

(a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Units shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% of the entire undivided ownership interest in the Project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% of the entire undivided ownership interest in the Project, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), as amended from time to time, shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this section shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Management Committee shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this section shall be the average of the two closest appraisal figures.

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

18. Insurance.

(a) Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force hazard insurance meeting the following requirements:

(1) A multi-peril type policy covering the entire Condominium Project (both Units and Common Areas and Facilities) shall be

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maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon replacement cost). Such policy shall include an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent.

(2) If a steam boiler is or comes to be contained in the Project, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance, evidenced by the standard form of boiler and machinery insurance policy. Said insurance shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per accident per location.

(3) If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Condominium Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of the maximum amount of insurance available under said Act or the aggregate of the unpaid principal balances of the Mortgages affecting the individual Units. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy which meets the criteria established by the Flood Insurance Administration.

(4) The named insured under each policy required to be maintained by the foregoing items (1), (2) and (3) shall be in form and substance essentially as follows: "Zion Summit Owners Association, a nonprofit corporation, or its authorized representative, for the use and benefit of the individual Owners."

(5) Each such policy shall include the standard mortgagee clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

(6) Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

(b) Fidelity Insurance. The Management Committee or Association shall at all times maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, employees, officers, Committee members, or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one hundred and fifty percent (150%) of the Project's estimated annual operating expenses, including reserves. Such fidelity bond or insurance shall contain waivers of any defense based upon the

exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(c) Liability Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a "Severability of Interest Endorsement" or its equivalent which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of other Owners, the Management Committee, or the Association of Unit Owners. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, elevator collision, garage keeper's liability (if applicable) and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. The limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for personal injury and/or property damage arising out of a single occurrence.

(d) General Requirements Concerning Insurance. Each insurance policy or fidelity bond maintained pursuant to the foregoing Sections 18(a) through 18(c) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of Class X or better. No such policy or fidelity bond shall be maintained where: (1) under the terms of the carrier's charter, by-laws, bond or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee, the Management Committee, the Association of Unit Owners, a Unit, the Common Areas, or the Project; (2) by the terms of the carrier's charter, by-laws, bond or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; (3) the bond or policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or (4) the bond or policy provides that the insurance thereunder shall be brought into contribution with insurance purchased by the individual Unit Owners or their Mortgagees. Each such fidelity bond or policy shall provide that: (a) coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association of Unit Owners or the Management Committee; (b) coverage shall not be prejudiced by any failure by the Association or Committee to comply with any warranty or condition with regard to any portion of the Project over which the Association and Committee have no control; (c) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right of subrogation it might have as to any and all claims against the Association, the Management Committee, any Unit Owner, and/or their respective agents, employees or tenants. If due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Sections 18(a) through 18(c) hereof cannot reasonably be secured, with respect to such coverage the Association or the Committee shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist.

19. Payment of Expenses.

(a) Each Unit Owner shall pay the Management Committee his allocated portion of the cash requirement deemed necessary by the Management Committee to manage and operate the Condominium Project, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee or Association. Each installment shall be due on or before the first day of each month. If the Unit Owner shall fail to pay any installment within five (5) days of the time when the same becomes due, the Owner shall pay a late charge of twenty percent (20%) of all fees due and in the event such default is not cured within ten (10) days, a late charge of forty percent (40%) of all fees due,

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together with all costs and expenses, including attorney's fees, incurred in any proceedings brought to collect such unpaid common expenses.

(b) The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of the Condominium Project then in existence to enable the Management Committee to pay all estimated expenses and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements; which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance or bond premiums, common lighting, landscaping, and the care of the grounds, repairs and renovations to Common Areas and Facilities, snow removal, wages, water charges, utility services (except telephone and other services which are separately billed or metered to the individual Units by the utility or party furnishing such service), legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Condominium Project. The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

(c) The portion payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, multiplied by the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit, as shown in Exhibit B. Such assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be provided by the Management Committee.

(d) The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Condominium Project and to determine the cash requirements of the Management Committee to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the Owners, and any expenditures made by the Management Committee, within the bounds of the Act and this Declaration shall as against the Owner be deemed necessary and properly made for such purpose.

(e) If an Owner shall at any time let or sublet his Unit and shall default for a period of one month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit the rent due or becoming due and payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or sub-tenant and the Owner to the extent of the amount so paid.

(f) Each monthly assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or

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waiving the following lien securing the same: the amount of any assessment, whether regular or special, assessed to a Unit plus interest at ten percent (10%) per annum, and costs, including reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice of assessment as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

(1) Tax and special assessment liens on the Unit in favor of any assessment unit, and special district; and

(2) Encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(g) A certificate executed and acknowledged by the Manager or Management Committee stating the unpaid common expenses then outstanding with respect to a Unit shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or encumbrancee or prospective Owner or encumbrancee of a Condominium Unit upon request at a reasonable fee not to exceed Ten Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be complied within ten (10) days, all unpaid common expenses which became due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrancee holding a lien on a Condominium Unit may pay any unpaid Common Expenses payable with respect to such Condominium Unit and upon such payment such encumbrancee shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

(h) Upon payment of delinquent assessments concerning which a notice of assessment has been recorded or other satisfaction thereof, the Management Committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

(i) In the event of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Management Committee or Manager shall have the power to bid in the Condominium Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Condominium Unit.

20. Mortgage Protection.

(a) From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Condominium Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

The lien or claim against a Condominium Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to the Mortgage affecting such Condominium Unit, and the Mortgagee

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thereunder which comes into possession of the Condominium Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Condominium Units including the Condominium Unit in which the Mortgagee is interested). No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee which comes into possession shall be collected or enforced by either the Management Committee or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Condominium Unit affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit).

Unless all of the Mortgagees of the individual Condominium Units have given their prior written approval, neither the Management Committee nor the Association of Unit Owners shall be entitled, by act, omission, or otherwise:

(1) To abandon or terminate the Condominium Project or to abandon or terminate the arrangement which is established by this Declaration and the Record of Survey Map (except as provided in Section 16 hereof in the event of certain destruction or damage);

(2) To partition or subdivide any Unit;

(3) To abandon, partition, subdivide, encumber, sell or transfer all or any part of the Common Areas and Facilities (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas and except as provided in Section 16 hereof in the event of certain destruction or damage);

(4) To use hazard insurance proceeds resulting from damage to any part of the Condominium Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided in Section 16 hereof in the event of certain destruction or damage;

(5) To change the pro rata interests or obligations of any Unit which apply for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;

(6) To alter the provisions of Section 12 hereof in such a way as to diminish the protections afforded to the Owners regarding the duration or terminability of agreements for managerial services; or

(7) To alter the provisions of Section 18 hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, of the Association of Unit Owners, or of the Condominium Project. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall furnish to such Mortgagee copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Condominium Project as may be prepared for distribution to or use by the Committee, the Association, or the Unit Owners.

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To the extent the same is reasonably possible and practical and is not inconsistent with the significant interests of the Association of Unit Owners, the Management Committee and the Association shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Units rather than by special assessments.

From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of: (a) The Common Areas involving an amount in excess of, or reasonably estimated to be in excess of Ten Thousand Dollars (\$10,000.00); or (b) any Unit involving an amount in excess of, or reasonably estimated to be in excess of, One Thousand Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking or anticipated condemnation.

In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Section, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority as the case may be, applicable to the Management Committee and Association of Unit Owners with respect to the subject concerned.

No amendment to this Section which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Section shall be accomplished by an instrument executed by the Management Committee and filed for record in the office of the Salt Lake County Recorder. In any such instrument an officer of the Management Committee shall certify that any prior written approval of Mortgagees required by this Section as a condition to amendment has been obtained.

21. Eminent Domain. In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of Section 47-8-32.5, Utah Code Annotated (1953), as amended from time to time, shall apply. The Management Committee shall give written notice of such proceedings to all Mortgagees of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

22. Maintenance.

(a) Each Owner of an apartment Unit or storage locker Unit at his own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit, building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant or any member of the Unit Owner's family or of the family of any tenant or subtenant or any agent, employee or guest of the Owner or his tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the apartment Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any

plumbing fixtures that may be in or connected with the Unit. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Area storage locker associated with his Unit and shall be responsible for the maintenance and upkeep of the same, provided, however, that without the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the apartment Unit, the storage locker Unit, the parking stall Unit, or any storage locker or parking stall included within the Limited Common Areas or in or to the exterior of the buildings, and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located.

(b) Except as hereinafter provided, the Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities and of the Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive and generally in good condition and repair. The Management Committee shall have no obligation regarding maintenance or care either of apartment Units, storage locker Units, or those storage lockers, balconies, patios or terraces which constitute Limited Common Areas but shall maintain all parking stalls which constitute Units in the same manner that it is required to maintain parking stalls comprising a part of the Limited Common Areas and Facilities.

23. Right of Entry. The Management Committee and its duly authorized agents shall have the right to enter any and all of the Units and the Limited Common Areas appertenant thereto in case of an emergency originating in or threatening such Unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Committee and its duly authorized agents shall also have the right to enter into any and all of said Units and Limited Common Areas at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owner affected by such entry shall first be notified thereof if available and if time permits.

24. Administrative Rules and Regulations. The Management Committee shall have the power to adopt and establish by resolution, such building management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Project. The Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units.

25. Obligation to Comply with Declaration, Bylaws, Articles, Rules and Regulations. Each Unit Owner, tenant, subtenant or other occupant of a Unit shall comply with the provisions of the Act, the Declaration, the By-Laws, the Articles and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Management Committee or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom.

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

27. Amendment. In addition to the amendment provisions contained in Section 6 above, but subject to the terms of Section 20, this Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of not less than two-thirds (2/3) of the undivided interest in the Common Areas and Facilities. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Management Committee. In said instrument the Committee shall certify that the vote or consent required by this Section has occurred. Notwithstanding any other provision contained herein, until occurrence of the "Event" referred to in Section 12 hereof no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control accorded to Declarant (in its capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

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

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner;

(b) Any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose; and

(c) Unless the consent of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective.

29. Declarants' Sales Program. Notwithstanding any other provision in this Declaration, until Declarant ceases to be a Unit Owner or the expiration of four (4) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, whichever first occurs (hereinafter referred to as the "Occurrence"), Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units owned by Declarant:

(a) Declarant shall have the right to maintain eight (8) or less sales offices and/or model apartment Units. Such offices and/or model apartment Units may be one or more Units (of any floor area and at any location) owned by them, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing.

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(b) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners or similar devices at any place or places on the Property, but any such device shall be of a size and in a location as is reasonable and customary.

(c) Declarant shall have the right to use the Common Areas and Facilities of the Project to entertain prospective purchasers or to otherwise facilitate Unit sales, provided said use is reasonable as to time and manner.

Declarant shall have the right from time to time to locate or relocate any of their sales offices, model apartment Units, and/or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the Occurrence, Declarant shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort.

30. Limitation on Improvements by Association. Until the Occurrence described in Section 29, neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally created or constructed by Declarant.

31. Completion Obligation. Declarants hereby covenant in favor of each Owner that no later than January, 1979:

(a) The Unit which such Owner has contracted to purchase, the building within which such Unit is contained or is to be contained, and each Limited Common Area appurtenant to such Unit shall be fully constructed and ready for use or occupancy (as the case may be); and

(b) There shall be substantially completed and usable as part of the Common Areas all planned landscaping, sidewalks, parking facilities, roads, fences, outdoor lighting, recreational or entertainment facilities, and utility lines and conduits necessary to enable full use and enjoyment of the Unit concerned.

32. Minimum Age for Occupancy. Zion Summit Condominium has been designated for adult living. Neither the units nor the common areas are designed to accommodate large families or children. One child over 14 is permitted as a matter of course so long as no nuisance or disturbance is created by such child for the unit owners. Additional children, or children less than 14 years of age, may be permitted only with the written approval of the Management Committee and subject to reasonable rules and regulations adopted by the Management Committee.

33. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections or section or sections had not been inserted.

34. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Condominium Units in the Project title to which is vested in the Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers,

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authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant) herein.

35. Lease of Units. With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the By-Laws attached hereto as Exhibit "A", and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there shall be no restriction on the right of any Unit Owner to lease his unit.

36. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

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

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

39. Effective Date. This Declaration shall take effect upon recording.

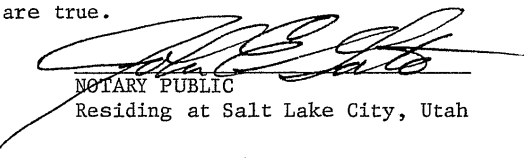
IN WITNESS WHEREOF, the Declarant has executed this Declaration this 11 day of January, 1977.

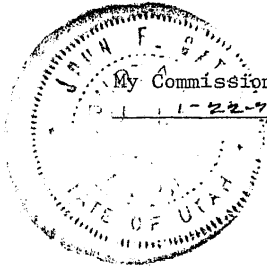
ZION SUMMIT,
a Utah general partnership

By 

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

On the 11 day of January, 1977, personally appeared before me Robert R. Busch who, being first duly sworn, declared that he is a general partner of Zion Summit, a Utah general partnership and that he signed the foregoing document on behalf of the partnership and that the statements therein contained are true.


NOTARY PUBLIC
Residing at Salt Lake City, Utah



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EXHIBIT A

BY-LAWS OF ZION SUMMIT OWNERS ASSOCIATION
A NONPROFIT CORPORATION

I. IDENTITY

These are the By-Laws of Zion Summit Owners Association, duly made and provided for in accordance with the Act. Any term used herein which is defined in the Declaration to which these By-Laws are appended shall have the meaning ascribed therein.

II. APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities of Zion Summit in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Units or parts thereof, or the mere act of occupancy or use of any of said Units or parts thereof or the Common Areas and Facilities will signify that these By-Laws are accepted, ratified, and will be complied with by said persons.

III. ADMINISTRATION OF CONDOMINIUM PROJECT

1. Place of Meetings. Meetings of the Association shall be held at such place within the State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.

2. Annual Meetings. The first annual meeting of the Association shall be held at the Project on the second Tuesday in January, 1980. Thereafter, the annual meetings shall be held on such day of each succeeding year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Management Committee may by resolution fix the date of the annual meeting on such date or at such other place as the Management Committee may deem appropriate.

3. Special Meetings. Special meetings of the Association may be called at any time by the Management Committee or by Unit Owners who collectively hold at least thirty (30) percent of the total vote. Such meeting shall be held on the Project or such other place as the Management Committee may specify and the notice thereof shall state the date, time and matters to be considered.

4. Notice. Written or printed notice stating the place, day and hour of all meetings of the Association and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days before the date of the meeting, either personally or by mail to each Unit Owner. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

5. Quorum. At any meeting of the Association, the Owners of more than fifty (50) percent in the aggregate of interest in the undivided ownership of the Common Areas and Facilities shall constitute a quorum for any and all purposes, except where express provisions of these Bylaws, the Articles of Incorporation or the Declaration of Condominium require a vote of more than fifty (50) percent of the Association, in which event a quorum shall be the percentage of interest required for such vote. In the absence of a quorum the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement

at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

6. Voting. When a quorum is present at any meeting, the vote of the Unit Owners representing more than fifty (50) percent of the undivided interest present at the meeting either in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provision of the Declaration or these By-Laws, a greater vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the secretary at least five (5) days prior to said annual meeting. Proxies for special Unit Owners' meetings must be of record with the secretary at least two days prior to said special meeting.

7. Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

IV. MANAGEMENT COMMITTEE

1. Purpose of Powers. The business, property and affairs of the Condominium Project shall be managed and governed by the Management Committee which for purposes of the Utah Nonprofit Corporation and Cooperative Association Act shall be the same as the "Governing Board" as used in said Act.

2. Election. The Management Committee shall be elected as provided in the Declaration.

3. Vacancies. Vacancies on the Management Committee shall be filled as provided in the Declaration.

4. Regular Meetings. A regular annual meeting of the Management Committee shall be held immediately after the adjournment of each annual meeting of the Unit Owners. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the president or the Management Committee may from time to time designate.

5. Special Meetings. Special meetings of the Management Committee shall be held whenever called by the president, vice president, or by two or more members. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place.

6. Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the members of the Management Committee then in office.

7. Compensation. Members of the Management Committee as such, shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed to preclude any member of the Management Committee from serving the Project in any other capacity and receiving compensation therefor.

8. Waiver of Notice. Before or at any meeting of the Management Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

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9. Adjournments. The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.

V. OFFICERS

1. Designation and Election. The principal officers of the Management Committee shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

2. Other Officers. The Management Committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Management Committee.

4. President. The president shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Condominium Project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Unit Owners and the Management Committee. He shall have all of the general powers and duties which are normally vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members (or otherwise) from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium Project.

5. Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Management Committee shall appoint some other member thereof to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

6. Secretary. The secretary shall keep the minutes of all meetings of the Management Committee and of the Unit Owners; he shall have charge of the books and papers as the Management Committee may direct; and he shall in general, perform all the duties incident to the office of secretary.

7. Treasurer. The treasurer shall have the responsibility for the funds and securities of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the Management Committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Management Committee in such depositories as may from time to time be designated by the Management Committee.

8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Management Committee in

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any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

VI. ACCOUNTING

1. Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the treasurer and in accordance with the reasonable standards of accounting procedures.

2. Report. At the close of each accounting year, the books and records of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners. Provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if Owners representing at least seventy-five (75) percent of the undivided interest in the Common Areas and Facilities determine to require the same.

3. Inspection of Books. All books and records at the Association shall be available at the principal office of the Management Committee and may be inspected by any Unit Owner or his agent or attorney, for any proper purpose at any reasonable time.

VII. BUILDING RULES

The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium Project, and the Management Committee may from time to time, by resolution, alter, amend, and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all Unit Owners of the Condominium Project. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part hereof.

VIII. AMENDMENT OF THE BY-LAWS

These By-Laws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration.

IX. OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

The Management Committee shall be responsible for the maintenance, control, operation and management of the Condominium Project in accordance with the provisions of the Act, the Declaration under which the Condominium Project was established and submitted to the provisions of the Act, these By-Laws and such rules and regulations as the Association of Unit Owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association of Unit Owners.

EXHIBIT B
ZION SUMMIT, A CONDOMINIUM PROJECT

Unit #	Type	Limited Common Areas And Facilities Appurtenant To Unit		Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities
		Parking Stall #	Storage Locker #		
Building A:					
A101	B	PEC 249	SEA 16	1318	.00437
A102	A	PEC 217	SEC 62	1629	.00541
A103	A	PEB 158	SEB 57	1629	.00541
A104	B	PEB 175	SEA 23	1318	.00437
A105	B	PEC 254	SWC 191	1318	.00437
A106	B	PEC 250	SEC 67	1318	.00437
A201	B	PEC 248	SEA 25	1318	.00437
A202	A	PEC 218	SEC 73	1629	.00541
A203	A	PEC 235	SEC 71	1629	.00541
A204	B	PEB 157	SEB 56	1318	.00437
A205	B	PEC 233	SEC 86	1318	.00437
A206	Cor B	PEC 219	SEC 87	1316	.00436
A207	Mod B	PEC 242	SEC 192	1242	.00412
A208	B	PEC 246	SEA 35	1318	.00437
A301	B	PEA 74	SEA 1	1318	.00437
A302	A	PEC 231	SEC 76	1629	.00541
A303	A	PEA 66	SEA 18	1629	.00541
A304	B	PEC 237	SEC 68	1318	.00437
A305	B	PEC 236	SEC 69	1318	.00437
A306	Cor B	PEA 63	SEA 28	1316	.00436
A307	Cor B	PEB 177	SEA 31	1316	.00436
A308	B	PEB 180	SEB 37	1318	.00437
A401	B	PEC 238	SEC 66	1318	.00437
A402	A	PEC 220	SEC 75	1629	.00541
A403	A	PEB 150	SEB 50	1629	.00541
A404	B	PEB 159	SEB 46	1318	.00437
A405	B	PEB 160	SEB 45	1318	.00437
A406	Cor B	PEC 221	SEC 74	1316	.00436
A407	Cor B	PEC 225	SEA 24	1316	.00436
A408	B	PEC 226	SEC 88	1318	.00437
A501	B	PEA 65	SEA 27	1318	.00437
A502	A	PEC 222	SEC 80	1629	.00541
A503	A	PEA 71	SEA 9	1629	.00541
A504	B	PEC 234	SEC 70	1318	.00437
A505	B	PEA 69	SEA 26	1318	.00437
A506	Cor B	PEC 229	SEC 81	1316	.00436
A507	Cor B	PEC 227	SEC 84	1316	.00436
A508	B	PEA 64	SEA 34	1318	.00437
A601	B	PEB 179	SEB 38	1318	.00437
A602	A	PEC 223	SEC 72	1629	.00541
A603	A	PEA 55	SEA 7	1629	.00541
A604	B	PEC 230	SEC 77	1318	.00437
A605	B	PEC 228	SEC 78	1318	.00437
A606	Cor B	PEB 162	SEB 49	1316	.00436
A607	Cor B	PEA 87	SEA 10	1316	.00436
A608	B	PEB 178	SWB 113	1318	.00437
A701	B	PEC 247	SEA 29	1318	.00437
A702	A	PEA 56	SEA 12	1629	.00541
A703	A	PEA 77	SEA 30	1629	.00541
A704	BB	PEA 70	SEA 11	2438	.00809
A706	Cor B	PEC 224	SEC 79	1316	.00436
A707	Cor B	PEA 86	SEA 15	1316	.00436
A708	B	PEA 84	SEA 33	1318	.00437

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Unit #	Type	Limited Common Areas And Facilities Appurtenant To Unit		Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities
		Parking Stall #	Storage Locker #		
A801	B	PEB 176	SWA 146	1318	.00437
A802	A	PEA 75	SWA 149	1629	.00541
A803	A	PEA 76	SEA 4	1629	.00541
A804	B	PEC 238	SEC 85	1318	.00437
A805	B	PEC 215	SEC 190	1318	.00437
A806	Cor B	PEA 72	SEA 2	1316	.00436
A807	Cor B	PEA 85	SEA 13	1316	.00436
A808	B	PEB 170	SEB 54	1318	.00437
A901	B	PEB 173	SEB 55	1318	.00437
A902	A	PEA 57	SEA 14	1629	.00541
A903	A	PEB 164	SEB 42	1629	.00541
A904	BB	PEA 68	SEA 19	2438	.00809
A906	Cor B	PEA 67	SEA 22	1316	.00436
A907	Cor B	PEC 251	SEC 65	1316	.00436
A908	B	PEB 172	SEB 52	1318	.00437
A1001	B	PEC 256	SEC 89	1318	.00437
A1002	A	PEA 73	SEA 3	1629	.00541
A1003	A	PEB 161	SEB 44	1629	.00541
A1004	B	PEB 166	SEB 36	1318	.00437
A1005	B	PEC 232	SEC 83	1318	.00437
A1006	Cor B	PEA 58	SEA 8	1316	.00436
A1007	Cor B	PEC 216	SEC 63	1316	.00436
A1008	B	PEC 257	SEC 64	1318	.00437
A1101	BB	PEA 53	SEA 5	2438	.00809
A1102	A	PEA 54	SEA 6	1629	.00541
A1103	A	PEA 62	SEA 32	1629	.00541
A1104	BB	PEB 163	SEB 43	2438	.00809
A1106	Cor B	PEB 183	SWB 114	1316	.00436
A1107	Cor B	PEB 182	SWB 115	1316	.00436
A1201	BB	PEA 59	SEA 17	2438	.00809
A1202	A	PEB 156	SEB 60	1629	.00541
A1203	A	PEB 145	SEB 41	1629	.00541
A1204	BB	PEA 60	SEA 21	2438	.00809
A1206	Cor B	PEB 165	SEB 39	1316	.00436
A1207	Cor B	PEA 61	SEA 20	1316	.00436
AP-1	Pent B	PEB 153	SEB 59	1403	.00465
AP-2	Pent A	PEB 151	SEB 53	1923	.00639
AP-3	Pent A	PEB 144	SEB 40	1923	.00639
AP-4	Pent B	PEB 149	SEB 51	1403	.00465
AP-5	Pent B	PEB 152	SEB 58	1403	.00465
AP-6	Pent Cor B	PEB 154	SEB 61	1444	.00479
AP-7	Pent Cor B	PEB 147	SEB 48	1444	.00479
AP-8	Pent B	PEB 146	SEB 47	1403	.00465

Building B:

B101	B	PWB 117	SWB 135	1318	.00437
B102	A	PWC 193	SWC 91	1629	.00541
B103	A	PWC 258	SWA 175	1629	.00541
B104	B	PWC 201	SWC 103	1318	.00437
B105	B	PWB 115	SWB 133	1318	.00437
B106	B	PWB 116	SWB 134	1318	.00437
B201	B	PWC 200	SWC 105	1318	.00437
B202	A	PWC 187	SWC 100	1629	.00541
B203	A	PWC 271	SWC 108	1629	.00541
B204	B	PWC 202	SWC 106	1318	.00437
B205	B	PWC 208	SWA 189	1318	.00437
B206	Mod B	PWA 3	SWA 154	1242	.00412
B207	Cor B	PWC 203	SWA 161	1316	.00436
B208	B	PWB 89	SWB 109	1318	.00437
B301	B	PWC 207	SWA 174	1318	.00437

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Unit #	Type	Limited Common Areas And Facilities Appurtenant To Unit		Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities
		Parking Stall #	Storage Locker #		
B302	A	PWC 188	SWC 107	1629	.00541
B303	A	PWC 263	SWA 145	1629	.00541
B304	B	PWC 206	SEC 82	1318	.00437
B305	B	PWC 204	SWA 147	1318	.00437
B306	Cor B	PWB 120	SWB 118	1316	.00436
B307	Cor B	PWC 186	SWA 187	1316	.00436
B308	B	PWA 18	SWA 168	1318	.00437
B401	B	PWA 12	SWA 150	1318	.00437
B402	A	PWC 189	SWC 99	1629	.00541
B403	A	PWC 272	SWA 188	1629	.00541
B404	B	PWB 122	SWB 143	1318	.00437
B405	B	PWB 121	SWB 142	1318	.00437
B406	Cor B	PWC 262	SWA 181	1316	.00436
B407	Cor B	PWC 194	SWC 90	1316	.00436
B408	B	PWA 39	SWA 173	1318	.00437
B501	B	PWC 199	SWC 104	1318	.00437
B502	A	PWC 190	SWC 93	1629	.00541
B503	A	PWC 261	SWA 163	1629	.00541
B504	B	PWB 114	SWB 132	1318	.00437
B505	B	PWB 119	SWB 140	1318	.00437
B506	Cor B	PWA 11	SWA 144	1316	.00436
B507	Cor B	PWC 195	SWC 94	1316	.00436
B508	B	PWC 265	SWA 159	1318	.00437
B601	B	PWC 268	SWC 97	1318	.00437
B602	A	PWB 135	SWB 121	1629	.00541
B603	A	PWC 196	SWC 95	1629	.00541
B604	B	PWB 118	SWB 141	1318	.00437
B605	B	PWB 95	SWB 116	1318	.00437
B606	Cor B	PWA 41	SWA 183	1316	.00436
B607	Cor B	PWC 192	SWC 102	1316	.00436
B608	B	PWC 266	SWA 158	1318	.00437
B701	B	PWC 267	SWA 157	1318	.00437
B702	A	PWB 136	SWB 122	1629	.00541
B703	A	PWC 191	SWC 101	1629	.00541
B704	B	PWA 44	SWA 171	1318	.00437
B705	B	PWA 45	SWA 172	1318	.00437
B706	Cor B	PWA 17	SWA 160	1316	.00436
B707	Cor B	PWB 139	SWB 131	1316	.00436
B708	B	PWC 264	SWC 96	1318	.00437
B801	B	PWC 269	SWC 98	1318	.00437
B802	A	PWB 93	SWB 125	1629	.00541
B803	A	PWB 140	SWB 136	1629	.00541
B804	B	PWA 42	SWA 184	1318	.00437
B805	B	PWA 43	SWA 185	1318	.00437
B806	Cor B	PWA 47	SWA 164	1316	.00436
B807	Cor B	PWB 92	SWB 120	1316	.00436
B808	B	PWC 270	SWC 92	1318	.00437
B901	B	PWB 137	SWB 124	1318	.00437
B902	A	PWB 94	SWB 119	1629	.00541
B903	A	PWB 141	SWA 162	1629	.00541
B904	B	PWA 24	SWA 179	1318	.00437
B905	B	PWA 37	SWA 178	1318	.00437
B906	Cor B	PWA 46	SWA 180	1316	.00436
B907	Cor B	PWB 133	SWB 110	1316	.00436
B908	B	PWB 138	SWB 139	1318	.00437
B1001	BB	PWA 14	SWA 152	2438	.00809
B1002	A	PWB 97	SWB 127	1629	.00541
B1003	A	PWB 132	SWB 111	1629	.00541

Unit #	Type	Limited Common Areas And Facilities Appurtenant To Unit		Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities
		Parking Stall #	Storage Locker #		
B1004	BB	PWA 19	SWA 176	2438	.00809
B1005	Cor B	PWB 90	SWB 117	1316	.00436
B1007	Cor B	PWB 100	SWB 138	1316	.00436
B1101	BB	PWA 15	SWA 170	2438	.00809
B1102	A	PWB 96	SWB 126	1629	.00541
B1103	A	PWB 98	SWB 129	1629	.00541
B1104	BB	PWA 21	SWA 167	2438	.00809
B1106	Cor B	PWB 134	SWB 123	1316	.00436
B1107	Cor B	PWB 142	SWB 130	1316	.00436
B1201	BB	PWA 16	SWB 169	2438	.00809
B1202	A	PWB 99	SWB 128	1629	.00541
B1203	A	PWA 10	SWA 186	1629	.00541
B1204	BB	PWA 13	SWA 151	2438	.00809
B1206	Cor B	PWB 91	SWB 112	1316	.00436
B1207	Cor B	PWB 101	SWB 137	1316	.00436
BP-1	Pent B	PWA 9	SWA 156	1403	.00465
BP-2	Pent A	PWA 4	SWA 165	1923	.00639
BP-3	Pent A	PWA 5	SWA 166	1923	.00639
BP-4	Pent B	PWA 22	SWA 177	1403	.00465
BP-5	Pent B	PWA 23	SWA 182	1403	.00465
BP-6	Pent Cor B	PWA 8	SWA 148	1444	.00479
BP-7	Pent Cor B	PWA 7	SWA 153	1444	.00479
BP-8	Pent B	PWA 6	SWA 155	1403	.00465

STORAGE LOCKER UNITS

Unit #	Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities	Unit #	Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities
Building A:			Building B:		
SEA 64Z	72	.00024	SWA 22Z	72	.00024
SEA 65Z	72	.00024	SWA 23Z	72	.00024
SEB 154Z	72	.00024	SWB 100Z	72	.00024
SEB 155Z	72	.00024	SWB 101Z	72	.00024
SEC 226Z	72	.00024	SWC 186Z	72	.00024
SEC 227Z	72	.00024	SWC 272Z	72	.00024

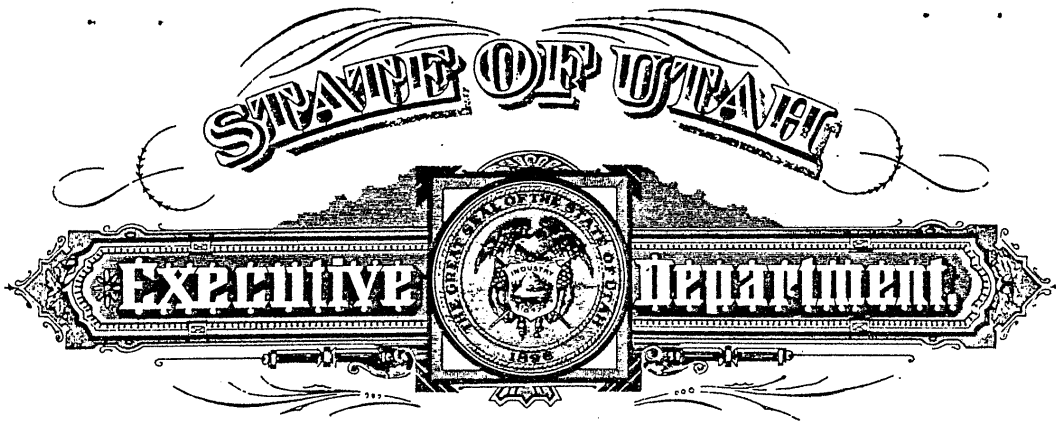
PARKING STALL UNITS

Unit #	Type	Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities	Unit #	Type	Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities
Building A:							
PEA 60A	Small	171	.00057	PEB 171	Large	171	.00057
PEA 69A	Small	171	.00057	PEB 174	Large	171	.00057
PEA 78	Large	171	.00057	PEB 181	Large	171	.00057

Unit #	Type	Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities	Unit #	Type	Par Value In Points	Appurtenant % of Ownership in Common Areas And Facilities
PEA 79	Large	171	.00057	PEB 184	Large	171	.00057
PEA 80	Large	171	.00057	PEB 185	Large	171	.00057
PEA 81	Large	171	.00057	PEB 185A	Large	171	.00057
PEA 82	Large	171	.00057	PEC 222A	Small	171	.00057
PEA 83	Large	171	.00057	PEC 231A	Small	171	.00057
PEA 88	Large	171	.00057	PEC 240	Large	171	.00057
PEB 148A	Small	171	.00057	PEC 241	Large	171	.00057
PEB 151A	Small	171	.00057	PEC 243	Large	171	.00057
PEB 155	Large	171	.00057	PEC 244	Large	171	.00057
PEB 159A	Small	171	.00057	PEC 245	Large	171	.00057
PEB 167	Large	171	.00057	PEC 252	Large	171	.00057
PEB 168	Large	171	.00057	PEC 253	Large	171	.00057
PEB 169	Large	171	.00057	PEC 254A	Small	171	.00057
				PEC 255	Large	171	.00057

Building B:

PWA 1	Large	171	.00057	PWB 109	Small	171	.00057
PWA 2	Large	171	.00057	PWB 110	Small	171	.00057
PWA 18A	Small	171	.00057	PWB 111	Small	171	.00057
PWA 20	Large	171	.00057	PWB 112	Small	171	.00057
PWA 25	Large	171	.00057	PWB 123	Large	171	.00057
PWA 26	Large	171	.00057	PWB 124	Large	171	.00057
PWA 27	Large	171	.00057	PWB 125	Large	171	.00057
PWA 28	Large	171	.00057	PWB 126	Large	171	.00057
PWA 29	Large	171	.00057	PWB 129	Large	171	.00057
PWA 30	Large	171	.00057	PWB 129Z	Small	171	.00057
PWA 31	Small	171	.00057	PWB 130	Large	171	.00057
PWA 32	Small	171	.00057	PWB 131	Large	171	.00057
PWA 33	Small	171	.00057	PWB 139A	Small	171	.00057
PWA 34	Small	171	.00057	PWC 189A	Small	171	.00057
PWA 35	Large	171	.00057	PWC 197	Large	171	.00057
PWA 36	Large	171	.00057	PWC 198	Large	171	.00057
PWA 38	Large	171	.00057	PWC 205	Large	171	.00057
PWA 40	Large	171	.00057	PWC 209	Large	171	.00057
PWA 48	Large	171	.00057	PWC 210	Large	171	.00057
PWA 49	Large	171	.00057	PWC 211	Large	171	.00057
PWA 52Z	Large	171	.00057	PWC 258Z	Small	171	.00057
PWA 53Z	Large	171	.00057	PWC 259	Large	171	.00057
PWB 96A	Small	171	.00057	PWC 260	Large	171	.00057
PWB 102	Large	171	.00057	PWC 268A	Small	171	.00057
PWB 103	Large	171	.00057	PWC 273	Large	171	.00057
PWB 104	Large	171	.00057	PWC 274	Large	171	.00057
PWB 105	Large	171	.00057	PWC 275	Large	171	.00057
PWB 106	Large	171	.00057	PWC 276	Large	171	.00057
PWB 108	Large	171	.00057	PWC 277	Large	171	.00057
PWB 113	Large	171	.00057				



Office of Secretary of State

Certificate of Incorporation
of

ZION SUMMIT OWNERS ASSOCIATION

I, Clyde L. Miller, as Secretary of State of Utah, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of

ZION SUMMIT OWNERS ASSOCIATION

duly signed and verified pursuant to the provisions of the Utah Non-Profit Corporation and Cooperative Association Act, have been received in this office and are found to conform to law.

Accordingly, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issue this Certificate of Incorporation of

ZION SUMMIT OWNERS ASSOCIATION

and attaches hereto a duplicate original of the Articles of Incorporation.

File #071112



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, Utah, this 21st day of December A.D. 19 76 .

Clyde L. Miller
LT. GOVERNOR/SECRETARY OF STATE

Howard R. Hinton
AUTHORIZED PERSON

EXHIBIT C

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ARTICLES OF INCORPORATION

FILED in the office of the Lt. Gov./Sec. of State, of the State of Utah, on the 21st day of December, A.D. 19 76 ZION SUMMIT OWNERS ASSOCIATION

CLYDE L. MILLER
Lt. Gov./Sec. of State

Filing Clerk BS The undersigned natural person over the age of twenty-one (21)

years, acting as incorporator of a corporation under the Utah Nonprofit Corporation and Cooperative Association Act, adopts the following Articles of Incorporation for such corporation and certify:

ARTICLE FIRST

Name: The name of this corporation is Zion Summit Owners Association, hereinafter called the Association.

ARTICLE SECOND

Duration: This corporation shall exist perpetually unless sooner dissolved by law.

ARTICLE THIRD

Purposes: The purpose or purposes for which the Association is organized are:

- a. To provide an entity for the operation of Zion Summit, a condominium project.
- b. To have all of the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles.
- c. To have all of the powers and duties set forth in the Utah Condominium Ownership Act except as limited by these Articles and the Declaration of Condominium, hereinafter called the Declaration, and all of the powers and duties reasonably necessary to operate the condominium as set forth in the Declaration and as it may be amended from time to time.,
- d. To have the power to purchase an apartment unit or other unit of the condominium.

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- e. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.
- f. To do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the subjects herein enumerated, or which may at any time appear conducive to or expedient for protection or benefit of this corporation, and to do said acts as fully and to the same extent as natural persons might, or could do, in any part of the world as principals, agents, partners, trustees or otherwise, either alone or in conjunction with any other person, association or corporation.
- g. The foregoing clauses shall be construed both as purposes and powers and shall not be held to limit or restrict in any manner the general powers of the corporation, and the enjoyment and exercise thereof, as conferred by the laws of the State of Utah; and it is the intention that the purposes and powers specified in each of the paragraphs of this Article Third shall be regarded as independent purposes and powers.

ARTICLE FOURTH

Members. The members of the Association shall consist of all persons owning a Unit of Zion Summit, a condominium project, in fee simple as shown in the records of the County Recorder of Salt Lake County, Utah. No mortgagee or a beneficiary or trustee under a deed of trust shall be a member unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment.

The members of the Association shall be entitled to at least one vote for each apartment unit owned by them. The exact number of votes

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to be cast by owners of an apartment unit and the manner of exercising voting rights shall be determined by the Declaration and the Bylaws.

ARTICLE FIFTH

Amendment. These Articles of Incorporation may be amended by the affirmative vote of two-thirds of the votes entitled to vote on each such amendment.

ARTICLE SIXTH

Initial Registered Office and Agent: The address of this corporation's initial registered office is 700 Continental Bank Building, Salt Lake City, Utah. The name of the initial registered agent at such address is Reed L. Martineau.

ARTICLE SEVENTH

Management Committee. The affairs of the Association will be managed by a Management Committee consisting of the number of members as shall be determined by the Bylaws and Declaration, but not less than three members.

Committee members of the Association shall be elected removed and vacancies shall be filled in the manner provided by the Declaration and Bylaws. The names and addresses of persons who are to serve as Committee Members until the first annual meeting of Unit Owners or until their successors are elected and qualify, are:

Andrew J. Walton	5 East 4800 South Murray, Utah 84107
Jason B. Sorensen	5 East 4800 South Murray, Utah 84107
William O. Martineau	36 South State Street Salt Lake City, Utah 84111

ARTICLE EIGHTH

Indemnification. Every Committee Member and every officer of the Association shall be indemnified by the Association against all expenses

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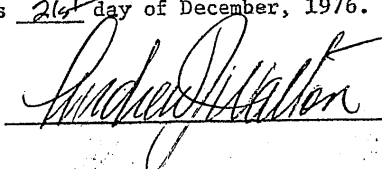
and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Committee Member or officer of the Association, or any settlement thereof, whether or not he is a Committee Member or officer at the time such expenses are incurred, except in such cases wherein the Committee Member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Management Committee approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Committee Member or officer may be entitled.

ARTICLE NINTH

Incorporator. The name and address of the Incorporator is:

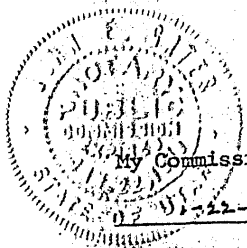
Andrew J. Walton 5 East 4800 South
Murray, Utah 84107

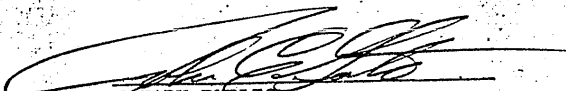
IN WITNESS WHEREOF I hereunto sign and verify in duplicate these Articles of Incorporation this 26th day of December, 1976.



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

I, JOHN E. GATES, a Notary Public, hereby certify that on this 26th day of December, 1976, personally appeared before me Andrew J. Walton who, being by me first duly sworn, severally declared that he is the person who signed the foregoing document as incorporator, that he is of the age of twenty-one (21) years or more, and that the statements therein contained are true.




NOTARY PUBLIC
Residing at: SALT LAKE CITY UTAH

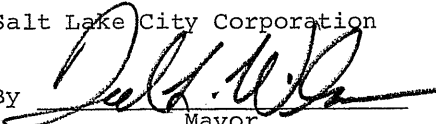
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SALT LAKE CITY APPROVAL

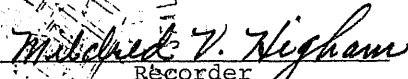
On this 13th day of January, 1979, Salt Lake City Corporation, a body politic and corporate of the State of Utah and the Municipality in which Zion Summit is located, hereby gives final approval to said project, to the foregoing declaration, to the record of survey map recorded concurrently herewith and to the attributes of said project which are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act, as amended and expanded by Laws of Utah, 1975, Chapter 173, Section 18.

Salt Lake City Corporation

By


Mayor




Recorder

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