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10/03/2014 01:50 PM \$177.00
Book - 10265 Pg - 3091-3112
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JORDAN VILLAS CONDO
9339 S JORDAN VILLA DR
W JORDAN UT 84088
BY: TCP, DEPUTY - WI 22 P.

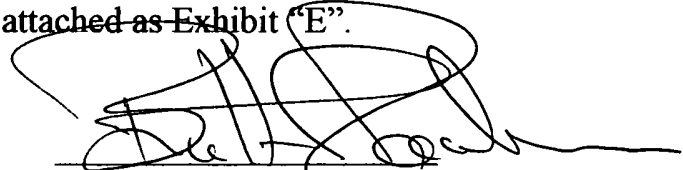
AFFIDAVIT

When recorded please mail to:
Jordan Villas Condominium Owners Association
9339 S. Jordan Villa Drive
West Jordan, UT 84088

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

I, Brett Paulsen, affirm as follows:

1. I am the President of Jordan Villas Condominium Owners Association.
2. The CC&R's of the Association were recorded 1/14/08, Entry #10322528 in Book 9558, Pages 7816-7881.
3. The By-laws have been amended and restated as of February 4, 2014. The amended and restated By-laws are attached as Exhibit "E".



Brett F. Paulsen, President

Subscribed and sworn to by Brett F. Paulsen, President Jordan Villas Condominium Owners Association this 29 day of September 2014.

State of Utah County of Salt Lake
On the 29 day of Sept, 2014, before me Janette Scharman a notary public, personally appeared Brett F. Paulsen, proved on the basis of satisfactory evidence to be the person(s) subscribed to this instrument, and acknowledged to have executed the same. Witness my hand and official seal.

Notary Public Janette Scharman

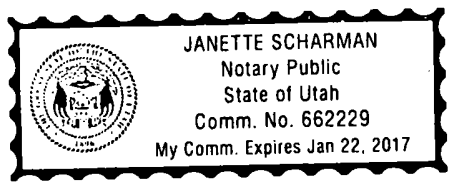


EXHIBIT "A"
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
RESERVATION OF EASEMENTS FOR JORDAN VILLAS,
AN EXPANDABLE CONDOMINIUM PROJECT
(PHASE I)

Beginning at the Southwest Corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence N.00°01'37"W. 792.000 feet along the west section line to the southwest corner of Carriage Lane at the Grove (a condominium project) as recorded in the office of the Salt Lake County Recorder as entry no. 5662628; thence S.89°53'45"E. 33.000 feet along the south line of said condominium project; thence S.00°01'37"E. 168.776 feet; thence N.89°58'47"E. 164.750 feet; thence S.38°13'39"E. 45.341 feet to a point on a 37.000 foot radius curve to the left; thence Southwesterly 30.383 feet along the arc of said curve through a central angle of 47°02'59", chord bears S.23°29'53"W. 29.537 feet; thence S.00°01'37"E. 60.321 feet to a point on 10.000 foot radius curve to the left; thence Southeasterly 15.703 feet along the arc of said curve through a central angle of 89°58'24", chord bears S.45°00'49"E. 14.139 feet; thence N.89°59'58"E. 112.188 feet; thence S.00°01'37"E. 129.577 feet; thence N.89°59'59"E. 451.273 feet; thence S.00°00'01"E. 26.510 feet; thence S.89°56'27"E. 149.718 feet; thence S.00°03'33"W. 132.925 feet; thence S.89°56'28"E. 163.000 feet to the west line of the HJS Willowcove L.L.C. parcel as recorded in book 7766 page 1135 in the office of the Salt Lake County Recorder; thence S.00°03'33"W. 202.000 feet along the west line of said HJS Willowcove L.L.C. parcel to the south line of said Section 3; thence N.89°56'28"W. 1099.659 feet along said section line to the point of beginning.

27-03-351-004


Confirmed to be correct
[Signature]

~~01051107093~~

~~BK 10265 PG 3092~~

EXHIBIT "D"
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
RESERVATION OF EASEMENTS FOR JORDAN VILLAS,
AN EXPANDABLE CONDOMINIUM PROJECT
(PHASE II)

Beginning at a point N.00°01'37"W. 782.000 feet along the section line and S.89°53'45"E. 33.000 feet from the Southwest Corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence running S.89°53'45"E. 627.000 feet; thence S.00°01'37"E. 118.744 feet; thence S.89°54'10"E. 440.656 feet to the extended line of the HJS Willowcove L.L.C. parcel as recorded in book 7766 page 1135 in the office of the Salt Lake County Recorder; thence S.00°03'33"W. 460.439 feet along the west line of said HJS Willowcove L.L.C. parcel; thence N.89°56'28"W. 163.000 feet; thence N.00°03'33"E. 132.925 feet; thence N.89°56'27"W. 149.718 feet; thence N.00°00'01"W. 26.510 feet; thence N.89°59'59"W. 451.273 feet; thence N.00°01'37"W. 129.577 feet; thence N.89°59'58"W. 112.188 feet to a point on a 10.000 foot radius curve to the right; thence Northwesterly 15.703 feet along the arc of said curve through a central angle of 89°58'24", chord bears N.45°00'49"W. 14.139 feet; thence N.00°01'37"W. 60.321 feet to a point on a 37.000 foot radius curve to the right; thence 30.383 feet along the arc of said curve through a central angle of 47°02'59", chord bears N.23°29'53"E. 29.537 feet; thence N.38°13'39"W. 45.341 feet; thence S.89°58'47"W. 164.750 feet; thence N.00°01'37"W. 158.776 feet to the point of beginning.

Confirmed to be correct


~~BK 3338 PG 7866~~

~~BK 10265 PG 3093~~

| RXLP JORDAN VILLAS PH 1 CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|-------------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| * TOP OF DATA | | | | | |
| | | U | 1A | 27-03-353-001-0000 | |
| | | U | 1B | 27-03-353-002-0000 | |
| | | U | 1C | 27-03-353-003-0000 | |
| | | U | 1D | 27-03-353-004-0000 | |
| | | U | 2A | 27-03-353-005-0000 | |
| | | U | 2B | 27-03-353-006-0000 | |
| | | U | 2C | 27-03-353-007-0000 | |
| | | U | 2D | 27-03-353-008-0000 | |
| | | U | 3A | 27-03-353-009-0000 | |
| | | U | 3B | 27-03-353-010-0000 | |
| | | U | 3C | 27-03-353-011-0000 | |
| | | U | 3D | 27-03-353-012-0000 | |
| | | U | 4A | 27-03-353-013-0000 | |
| | | U | 4B | 27-03-353-014-0000 | |
| | | U | 4C | 27-03-353-015-0000 | |
| | | U | 4D | 27-03-353-016-0000 | |
| | | U | 5A | 27-03-353-017-0000 | |
| | | U | 5B | 27-03-353-018-0000 | |
| | | U | 5C | 27-03-353-019-0000 | |

| RXLP JORDAN VILLAS PH 1 CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|-------------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| | | U | 5D | 27-03-353-020-0000 | |
| | | U | 6A | 27-03-353-021-0000 | |
| | | U | 6B | 27-03-353-022-0000 | |
| | | U | 6C | 27-03-353-023-0000 | |
| | | U | 6D | 27-03-353-024-0000 | |
| | | U | 7A | 27-03-353-025-0000 | |
| | | U | 7B | 27-03-353-026-0000 | |
| | | U | 7C | 27-03-353-027-0000 | |
| | | U | 7D | 27-03-353-028-0000 | |
| | | U | 8A | 27-03-353-029-0000 | |
| | | U | 8B | 27-03-353-030-0000 | |
| | | U | 8C | 27-03-353-031-0000 | |
| | | U | 8D | 27-03-353-032-0000 | |
| | | U | 9A | 27-03-353-033-0000 | |
| | | U | 9B | 27-03-353-034-0000 | |
| | | U | 9C | 27-03-353-035-0000 | |
| | | U | 9D | 27-03-353-036-0000 | |
| | | U | 10A | 27-03-353-037-0000 | |
| | | U | 10B | 27-03-353-038-0000 | |

| RXLP JORDAN VILLAS PH 1 CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|-------------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| | | U | 10C | 27-03-353-039-0000 | |
| | | U | 10D | 27-03-353-040-0000 | |
| | | U | 11A | 27-03-353-041-0000 | |
| | | U | 11B | 27-03-353-042-0000 | |
| | | U | 11C | 27-03-353-043-0000 | |
| | | U | 11D | 27-03-353-044-0000 | |
| | | U | 12A | 27-03-353-045-0000 | |
| | | U | 12B | 27-03-353-046-0000 | |
| | | U | 12C | 27-03-353-047-0000 | |
| | | U | 12D | 27-03-353-048-0000 | |
| | | U | 13A | 27-03-353-049-0000 | |
| | | U | 13B | 27-03-353-050-0000 | |
| | | U | 13C | 27-03-353-051-0000 | |
| | | U | 13D | 27-03-353-052-0000 | |
| | | U | 14A | 27-03-353-053-0000 | |
| | | U | 14B | 27-03-353-054-0000 | |
| | | U | 14C | 27-03-353-055-0000 | |
| | | U | 14D | 27-03-353-056-0000 | |
| | | U | 15A | 27-03-353-057-0000 | |

| RXLP JORDAN VILLAS PH 1 CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|-------------------------------|----------|---------|---------------|--------------------|------------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| END OF LIST | | | | | |
| | | U | 15B | 27-03-353-058-0000 | |
| | | U | 15C | 27-03-353-059-0000 | |
| | | U | 15D | 27-03-353-060-0000 | |
| | | U | 16A | 27-03-353-061-0000 | |
| | | U | 16B | 27-03-353-062-0000 | |
| | | U | 16C | 27-03-353-063-0000 | |
| | | U | 16D | 27-03-353-064-0000 | |
| | | U | AREA | 27-03-353-065-0000 | YES |
| | | U | AREA | 27-03-353-126-0000 | |

| RXLP JORDAN VILLAS PH 2 CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|-------------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| * TOP OF DATA * | | | | | |
| | | U | 17A ✓ | 27-03-353-066-0000 | |
| | | U | 17B ✓ | 27-03-353-067-0000 | |
| | | U | 17C ✓ | 27-03-353-068-0000 | |
| | | U | 17D ✓ | 27-03-353-069-0000 | |
| | | U | 18A ✓ | 27-03-353-070-0000 | |
| | | U | 18B ✓ | 27-03-353-071-0000 | |
| | | U | 18C ✓ | 27-03-353-072-0000 | |
| | | U | 18D ✓ | 27-03-353-073-0000 | |
| | | U | 19A ✓ | 27-03-353-074-0000 | |
| | | U | 19B ✓ | 27-03-353-075-0000 | |
| | | U | 19C ✓ | 27-03-353-076-0000 | |
| | | U | 19D ✓ | 27-03-353-077-0000 | |
| | | U | 20A ✓ | 27-03-353-078-0000 | |
| | | U | 20B ✓ | 27-03-353-079-0000 | |
| | | U | 20C ✓ | 27-03-353-080-0000 | |
| | | U | 20D ✓ | 27-03-353-081-0000 | |
| | | U | 21A ✓ | 27-03-353-082-0000 | |
| | | U | 21B ✓ | 27-03-353-083-0000 | |
| | | U | 21C ✓ | 27-03-353-084-0000 | |

| RXLP JORDAN VILLAS PH 2 CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|-------------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| | | U | 21D ✓ | 27-03-353-085-0000 | |
| | | U | 22A ✓ | 27-03-353-086-0000 | |
| | | U | 22B ✓ | 27-03-353-087-0000 | |
| | | U | 22C ✓ | 27-03-353-088-0000 | |
| | | U | 22D ✓ | 27-03-353-089-0000 | |
| | | U | 23A ✓ | 27-03-353-090-0000 | |
| | | U | 23B ✓ | 27-03-353-091-0000 | |
| | | U | 23C ✓ | 27-03-353-092-0000 | |
| | | U | 23D ✓ | 27-03-353-093-0000 | |
| | | U | 24A ✓ | 27-03-353-094-0000 | |
| | | U | 24B ✓ | 27-03-353-095-0000 | |
| | | U | 24C ✓ | 27-03-353-096-0000 | |
| | | U | 24D ✓ | 27-03-353-097-0000 | |
| | | U | 25A ✓ | 27-03-353-098-0000 | |
| | | U | 25B ✓ | 27-03-353-099-0000 | |
| | | U | 25C ✓ | 27-03-353-100-0000 | |
| | | U | 25D ✓ | 27-03-353-101-0000 | |
| | | U | 26A ✓ | 27-03-353-102-0000 | |
| | | U | 26B ✓ | 27-03-353-103-0000 | |

| RXLP JORDAN VILLAS PH 2 CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|-------------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| | | U | 26C | 27-03-353-104-0000 | |
| | | U | 26D | 27-03-353-105-0000 | |
| | | U | 27A | 27-03-353-106-0000 | |
| | | U | 27B | 27-03-353-107-0000 | |
| | | U | 27C | 27-03-353-108-0000 | |
| | | U | 27D | 27-03-353-109-0000 | |
| | | U | 28A | 27-03-353-110-0000 | |
| | | U | 28B | 27-03-353-111-0000 | |
| | | U | 28C | 27-03-353-112-0000 | |
| | | U | 28D | 27-03-353-113-0000 | |
| | | U | 29A | 27-03-353-114-0000 | |
| | | U | 29B | 27-03-353-115-0000 | |
| | | U | 29C | 27-03-353-116-0000 | |
| | | U | 29D | 27-03-353-117-0000 | |
| | | U | 30A | 27-03-353-118-0000 | |
| | | U | 30B | 27-03-353-119-0000 | |
| | | U | 30C | 27-03-353-120-0000 | |
| | | U | 30D | 27-03-353-121-0000 | |
| | | U | 31A | 27-03-353-122-0000 | |

| RXLP JORDAN VILLAS PH 2 CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|-------------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| END OF LIST | | | | | |
| | | U | 31B | 27-03-353-123-0000 | |
| | | U | 31C | 27-03-353-124-0000 | |
| | | U | 31D | 27-03-353-125-0000 | |
| | | U | AREA | 27-03-353-126-0000 | |

EXHIBIT "E"

**TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
RESERVATION OF EASEMENTS FOR**

JORDAN VILLAS CONDOMINIUM OWNERS ASSOCIATION

**AMENDED AND RESTATED
BYLAWS**

OF

**JORDAN VILLAS CONDOMINIUM OWNERS ASSOCIATION
A Utah Non-Profit Corporation**

ARTICLE I

General

These Bylaws shall govern the operation of the JORDAN VILLAS CONDOMINIUM OWNERS ASSOCIATION, a Utah Non-Profit Corporation ("Association"), subject to its Articles of Incorporation. For purposes of these Bylaws, the term "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR JORDAN VILLAS CONDOMINIUMS being filed of public record in Salt Lake County, State of Utah. The term "Project" shall refer to the JORDAN VILLAS CONDOMINIUMS, including all Units, Real Property, and other property, appurtenances and rights associated therewith. In the event of a conflict between these Bylaws and the Declaration, the Declaration shall prevail. Further, the provisions set forth below are subject to the provisions of the Declaration applicable to the Association, which is incorporated herein by reference. Unless the context clearly states otherwise, capitalized terms in these Bylaws shall have the same meaning as in the Declaration.

ARTICLE II

Voting Rights, Majority of Quorum, Quorum, Proxies

Section 1. Voting Rights. The Association shall have one (1) class of voting Membership as follows:

- (a) The Owners of Units shall be entitled to vote as specified in the Declaration.

Section 2. Majority of Quorum. Unless otherwise expressly provided in these Bylaws or the Declaration, any action which may be taken by the Association may be taken by a majority vote of a quorum of the Members of the Association at any meeting of Members.

Section 3. Quorum. Except as otherwise provided in these Bylaws, a quorum shall be those members present in person or by proxy.

Section 4. Proxies. Votes may be cast only in person by a Member or by proxy given by a Member to another Member, except in the case of a purchaser of a Unit, in which case the purchaser may vote the proxy of the selling Member as permitted by the Declaration. Proxies must be in writing and filed with the Secretary of the Association at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease i) after completion of the meeting for which the proxy was filed and ii) upon conveyance by the Member of his Unit.

ARTICLE III

Administration

Section 1. Association Responsibilities. The Association shall have the responsibility of administering, maintaining and repairing the Project (Exception Individual units, all fixtures, equipment maintenance, repair and or replacement: Example, Hot water Heater, Furnace, A/C units and etc.) and otherwise exercising the rights and performing the duties of the Association set forth in the Declaration. Notwithstanding the generality of the foregoing, as described in the Declaration, the Declarant intends that the Project shall be developed as a community for persons 55 or older and intends to qualify for the age restriction exemption under The Fair Housing Act (Title VIII of the Civil Rights Act, 42 USC § 3601, *et seq.*) that allows communities to be operated for occupancy by persons 55 years of age or older and to satisfy those certain criteria set forth in the Housing for Older Persons Act (42 USC § 3607(b)(2)(C)), and to adopt certain age restriction rules and regulations to be enforced by the Association.

Section 2. Place of Meetings of Members. Meetings of the Members shall be held on the Project or at such other suitable place as close thereto as practicable in Salt Lake County, Utah, convenient to the Members as may be designated by the Board of Trustees.

Section 3. Annual Meetings of Members. The annual meeting shall be held in October of each year.

Section 4. Special Meetings of Members. Special meetings of the Members may be called at any time by a majority of a quorum of the Board of Trustees or upon a petition signed by Members holding at least twenty percent (20%) of the voting power of the Members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Each first Mortgagee of a Unit may designate a representative to attend all meetings of the Members.

Section 5. Notice of Meetings of Members. It shall be the duty of the Secretary/Treasurer of the Association to mail a notice of each annual or special meeting of Members, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Member of record and to each first Mortgagee of a Unit which has filed a written request for

notice with the Secretary/Treasurer. Notice of each meeting shall be mailed, at least ten (10) but not more than sixty (60) days prior to such meeting and shall be mailed, hand delivered, or given by electronic transmission as determined by the Board. The notice shall be considered served upon deposit of notice, properly addressed and postage prepaid, in a regular depository of the United States mail, sent to the email address supplied by the Unit owner, or posted in a conspicuous place on the front door of the Unit.

Section 6. Adjourned Meetings. If any meeting of Members cannot be held because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting and reconvene it at a time not less than five (5) days nor more than thirty (30) days following the time the original meeting was called, at which meeting business may be conducted if a quorum of Members is present. Such adjourned meetings may be held without further notice if the date, time, and place the meeting is to be reconvened is announced at the meeting at which such adjournment is taken.

Section 7. Order of Business. The order of business at all annual meetings of the Members shall include, but not be limited to, 1) approval of minutes of preceding annual meeting, 2) review of past year and upcoming year financials, and 3) elections of Trustees. Action Without Meeting. Any action which, under the provisions of the Utah Nonprofit and Co-operative Association Act ("Act") may be taken at a meeting of the Members, may be taken without a meeting in the manner permitted by the Act, as the Act may be amended from time to time.

Section 8. Waiver of Notice. Whenever any notice is required to be given to any Member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 9. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary/Treasurer, shall be presumed truthful evidence of the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV

Board of Trustees

Section 1. Number and Qualification. The property, business and affairs of the Association shall be governed and managed by a Board of Trustees composed of seven (7) persons. Only Unit Owners, the trustee(s) of Units held in trust, conservators or guardians of incapacitated Owners, and officers, general partners, or agents of Unit Owners who are not natural persons shall be eligible to be a trustee of the Association. Trustees shall not receive any stated salary for their services as trustees provided, however, that (i) nothing herein contained shall be construed to preclude any trustee from serving the Association in some other capacity and receiving compensation therefor, and (ii) any trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 2. Powers and Duties. The Board of Trustees has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Members. The Board of Trustees shall not enter into any service contract for a term in excess of one (1) year without the approval of a majority of Members.

Section 3. Special Powers and Duties. Without prejudice to the foregoing general powers and duties and such powers and duties as are set forth in the Declaration, the Board of Trustees, subject to and limited by the rights of Declarant under the Declaration, is vested with, and shall be responsible for, the following powers and duties:

(a) To select, appoint, and remove all officers, agents, and employees of the Association, to prescribe such powers and duties for such officers, agents, and employees, as may be consistent with law, with the Articles of Incorporation, the Declaration and these Bylaws, and to set the other terms of their office consistent with the provisions of Article V below as the Board shall reasonably determine.

(b) To conduct, manage and control the affairs and business of the Association and to make and enforce such rules and regulations therefor, all as may be consistent with law, with the Articles of Incorporation of the Association, the Declaration, and these Bylaws.

(c) To change the principal office for the transaction of the business of the Association from one location to another within the County of Salt Lake; to designate any place within said county for the holding of any annual or special meeting or meetings of Members consistent with the provisions of Article III hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of the Declaration.

(d) Subject to the Declaration, to borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities.

(e) To incur reasonable expenditures for any of the various Association purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. At all times until proper expenditure or distribution thereof for the purposes for which they are received occurs, the funds collected by the Board of Trustees from the Members shall be held in trust for Members.

(f) To enforce the provisions of the Declaration, these Bylaws, or other agreements of the Association.

(g) To contract for and pay maintenance, gardening, utilities, materials and supplies, repair, and services relating to the Common Areas, and to employ personnel necessary for the operation of the Association and the Project, including legal and accounting services.

(h) To grant easements where necessary for utilities and sewer facilities over the Project Common Areas to serve the Units.

(i) To publish and adhere to the Age 55 Criteria policies and procedures that demonstrate the intent to operate the Project as a community for persons who are 55 years of age or older, and to establish policies for age verification of each Owner or Occupant by reliable surveys and affidavits, which surveys and affidavits shall be of the type that may be admissible in administrative and judicial proceedings for the purposes of such verification, such as a driver's license, birth certificate, passport, immigration card or military identification, as such duties are further described in Section 8.5.2 of the Declaration.

(j) To exercise all other rights and perform all other duties of the Association set forth in the Declaration.

Section 4. Management Agent. The Board of Trustees, acting as the Management Committee, may appoint for the Association a professional management agent at a compensation established by the Board, consistent with general law and the Act.

Section 5. Election and Term of Office. Election shall be conducted by secret written ballot or by voice acclamation if approved by a majority of members in attendance. The votes exercised by the Owner or Owners of a Unit shall be the number of those determined by multiplying the Units' number of votes shown on Exhibit "C" to the Declaration times the number of seats to be filled. Said votes may be voted in favor of as many candidates as there are trustee seats to be filled. Each trustee shall serve until his successor has been duly elected and qualified. Any trustee who fails on three (3) successive occasions to attend Board of Trustees meetings (whether regular or special) shall automatically forfeit his seat. In the event a seat becomes vacant, whether by reason of forfeiture or due to another cause, such vacancy shall be filled by an appointment by the Board of Trustees, or, if the Board of Trustees' right to select trustees has been relinquished or terminated, such vacancy shall be filled in accordance with the provisions of Section 7 of this Article IV below. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised by a majority of such Owners as may be determined 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 until the matter is resolved to the reasonable satisfaction of the Association. In such case, the Association may, but shall not be required to apportion such Unit's vote among the Owners thereof.

Section 6. Books, Audit. The Board of Trustees shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a

manner consistent with generally accepted accounting principles and, if requested by Members holding twenty percent (20%) of the voting rights of the Association, shall obtain an independent certified audit of such books and records but not more often than annually. A copy of any such audit shall be delivered to a Member within thirty (30) days after the completion of such audit upon written request from a Member. A balance sheet and an operating (income) statement for the Association shall be distributed to each Member (and to any institutional holder of a first Mortgage on a Unit in the Project upon request) within sixty (60) days after each of the following accounting dates ("Accounting Date"):

- (a) Thereafter, the last day of each of the Association's fiscal years.

The balance sheet and operating statements shall cover the period ("Accounting Period") between the most recent Accounting Date prior to the issuance of the balance sheet and operating statement and the Accounting Date immediately prior to that Accounting Date. Each balance sheet shall show each item reflected on the balance sheet at the beginning of the Accounting Period and at the end of the Accounting Period. The operating statement for the first Accounting Period referred to in subparagraph (a) shall include a schedule of assessments received or receivable itemized by Unit number and by the name of the persons or entities assessed.

Section 7. Vacancies. Subject to the replacement rights of the Board of Trustees under Section 5 above, vacancies in the Board of Trustees caused by any reason other than the removal of a trustee by a vote of the Members of the Association shall be filled by vote of the majority of the remaining trustees, even though they may constitute less than a quorum or, in the event there are no remaining trustees, by the affirmative vote of the majority of the votes of the Members at any special meeting of the Members held in accordance with these Bylaws; and each person so elected shall be a trustee until a successor is elected at the next annual meeting of the Members of the Association, or at a special meeting of the Members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any trustee, or in case the Members fail to elect the full number of authorized trustees at any meeting at which such election is to take place.

Section 8. Removal of Trustees. Subject to the rights of the Board of Trustees under the Declaration, at any regular or special meeting of the Members duly called at which a quorum is present, any one or more of the trustees may be removed with or without cause by a majority vote of the Members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any trustee whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If more than one trustee is to be removed at any one time, each Member may accumulate his votes and vote for or against such removal of one or more of the trustees in the number of votes equal to his share of the voting power as set forth in the Declaration multiplied by the number of trustees sought to be removed; in such event, no trustee shall be removed if the number of votes cast against his removal exceeds the number of votes cast for his removal. If any or all of the trustees are so removed, new trustees may be elected at the same meeting.

Section 9. Organization Meeting. The first regular ("organization") meeting of a newly elected Board of Trustees shall be held within thirty (30) days after election of the Board,

at such place as shall be fixed and announced by the trustees at the meeting at which such trustees were elected, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected trustees in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10. Other Regular Meetings. Other regular meetings of the Board of Trustees may be held at such time and place within the Project as shall be determined, from time to time, by a resolution adopted by a majority of a quorum of the trustees; provided, however, that such meeting shall be held no less frequently than quarterly. Notice of regular meetings of the Board of Trustees shall be given to each trustee, personally or by mail, telephone, fax, email or by other direct means, at least seventy-two (72) hours prior to the date named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Trustees may be called by the President (or, if he is absent or refuses to act, by the Vice President) or by any two (2) trustees. At least seventy-two (72) hours notice shall be given to each trustee, personally or by mail, telephone, fax, email, or other means, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting, and shall be posted at a prominent place within the Club House. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any trustee has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such trustee as required by law and as provided herein.

Section 12. Waiver of Notice/Form of Meeting. Before or at any meeting of the Board of Trustees, any trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a trustee at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the entire Board, however called and noticed or wherever held, shall be valid. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting. Meetings of the Board of Trustees may be held in person or telephonically.

Section 13. Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Trustees, a majority of the trustees shall constitute a quorum for the transaction of business, and the acts of the majority of the trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees.

Section 14. Action Without Meeting. The trustees shall have the right to take any action in the absence of a meeting in any manner permitted by the Act, as the Act may be amended from time to time. Closed Meetings are allowed to discuss non public issues and to set agendas for future meetings.

Section 15. Fidelity Bonds. The Board of Trustees may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 16. Committees. The Board of Trustees, by resolution, may, from time to time, designate such committees as it shall desire and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its Members as well as a chairman, shall state the purposes of the committee, and shall provide for reports, termination, and other administrative matters as deemed appropriate by the Board. The following committees are permanent:

- (a) Financial, Roads & Grounds, Facilities And Social Activities.

Section 17. Meetings Open to Members. While no notice need be given to the Members of meetings by the Board of Trustees, all meetings of the Board shall be open to Members except as noted in section 14.

ARTICLE V

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer, all of whom shall be elected by and from among the Board of Trustees.

Section 2. Election of Officers. the officers of the Association shall be elected annually by the Board of Trustees, and each officer shall hold their office at the pleasure of the Board of Trustees until they shall resign or be removed or otherwise disqualified to serve or their successor shall be elected and qualified to serve.

Section 3. Removal of Officers. The Board of Trustees by an affirmative vote of a majority of the entire Board of Trustees, any officer may be removed, either with or without cause, and their successor elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board of Trustees called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

Section 4. Compensation. No officer shall receive compensation for any services that they may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of their duties as an officer to the extent such expenses are approved in advance by the Board of Trustees.

Section 5. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Trustees. The President shall have all of the general powers and duties which are usually vested

in the office of the President of a corporation, including, but not limited to, the power, subject to the powers of the trustee under Article IV, to appoint committees from among the Members from time to time as they may in their discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall, subject to the control of the Board of Trustees, have general supervision, direction, and control of the business of the Association. The President shall be an ex officio Member of all standing committees, and he/she shall have such other powers and duties as may be prescribed by the Board of Trustees or these Bylaws of the Association.

Section 6. Vice President. The Vice President shall take the place of the President and perform their duties whenever the President shall be absent, disabled, refuses or unable to act. If neither the President nor the Vice President is able to act, the Board of Trustees shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Trustees or these Bylaws of the Association.

Section 7. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association at the principal office of the Association or at such other place as the Board of Trustees may order. The Secretary/Treasurer shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Trustees may direct; and the Secretary/Treasurer shall, in general, perform all the duties incident to the office of Secretary/Treasurer. The Secretary/Treasurer shall give, or cause to be given, notices of meetings of the Members of the Association and of the Board of Trustees required by these Bylaws or by law to be given, however, no notice, if otherwise timely and proper will not be deemed invalid merely because it was not given personally by the Secretary/Treasurer. The Secretary/Treasurer shall maintain a book of record owners, listing the names and addresses of the Members as furnished the Association, and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Unit is presented to the Secretary/Treasurer. The Secretary/Treasurer shall perform such other duties as may be prescribed by the Board of Trustees.

The Secretary/Treasurer shall also have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Secretary/Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Trustees. The Secretary/Treasurer shall cosign all checks and promissory notes, on behalf of the Association. The Secretary/Treasurer shall disburse the funds of the Association as may be ordered by the Board of Trustees, in accordance with the Declaration, shall render to the President and trustees, upon request, an account of all of his transactions and of the financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Trustees or by these Bylaws.

ARTICLE VI

Obligations of Members

Section 1. Enforcement of Assessments. All delinquent assessments may be enforced, collected or foreclosed upon in the manner provided in the Declaration and/or by applicable law.

Section 2. Maintenance and Repair.

(a) Every Member must perform promptly, at his sole cost and expense, all maintenance and repair work (to include replacement of equipment/fixtures) on his Unit, as required in the Declaration, and all plans for alterations and repair of improvements on the Units in excess of \$1,000 must receive the prior written consent of the Board of Trustees, which consent shall not be unreasonably withheld.

(b) As further provided in the Declaration, each Member shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Common Areas owned by the Association which are damaged through the fault of such Member. Such expenditures shall include all court costs and reasonable attorneys' fees incurred in enforcing any provision of these Bylaws or the Declaration.

ARTICLE VII

Amendments to Bylaws

Subject to the Declaration and the Member's right to make unilaterally amendments to the Condominium Constituent Documents as described in Section 22.1 of the Declaration, these Bylaws may be amended by the Association in a duly constituted meeting of the Members for such purpose. No amendment to these Bylaws shall take effect unless approved by at least a majority of a quorum of Members present, in person or by proxy, at a duly constituted regular or special meeting of the Members. The prior written approval of each institutional holder of a first Mortgage of record made in good faith and for value on a Unit in the Project must be secured before any material amendment to these Bylaws may take effect, which may adversely affect such Mortgagee's rights or security interests, and this sentence may not be amended without such prior written approval. The term "Institutional holder" as used herein shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, any other entity chartered under federal or state laws, any corporation, any insurance company, or any federal or state agency.

ARTICLE VIII

Mortgages

Section 1. Notice to Association. A Member who mortgages his Unit by "Mortgage," as that term is defined in the Declaration, shall notify the Association through the Manager, or the Secretary of the Board of Trustees in the event there is no Manager, giving the name and address

of his Mortgage; and the Association shall maintain such information in a book entitled "Mortgagees of Units." Any such Member shall likewise notify the Association as to the release, reconveyance, or discharge of any such Mortgage.

Section 2. Notice of Unpaid Assessments. The Board of Trustees of the Association, shall at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE IX

Meaning of Terms

All terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration. References to the masculine shall be deemed to include the feminine and neuter.

ARTICLE X

Conflicting provisions

In case any of these Bylaws conflict with any provisions of the laws of the State of Utah or the Declaration, such conflicting provision of the Bylaws shall be null and void, but all other Bylaws shall remain in full force and effect to the extent permitted by law.

ARTICLE XI

Indemnification of Directors and Officers

Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Trustees may authorize the Association, to the extent permitted by law, to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former trustee, officer, committee Member, or employee of the Association in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person for an act alleged to have been committed by such person while a trustee, officer, committee Member, or employee so long as: the Board of Trustees determines in good faith that such trustee, officer, or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Section shall apply to the estate, executor, administrator, heirs, legatees, or devisees of a trustee, officer, committee Member, or employee, and the term "person" where used in the foregoing Section shall include the estate, executor, administrator, heirs, legatees, or devisees of such person.

ARTICLE XII

Miscellaneous

Section 1. Execution of Documents. The Board of Trustees, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Trustees, no officer, agent, committee Member, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 2. Inspection of Bylaws. The Association shall keep in its office at the Club House for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Owners and all holders of a Mortgage on a Unit at all reasonable times during office hours.

Section 3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Trustees and, having been so determined, is subject to change from time to time as the Board of Trustees shall determine.

Section 4. Membership Book. The Association shall keep and maintain in its office for the transaction of business a book containing the name and address of each Member. Proper termination or transfer of ownership of any Unit and associated certificate of Membership by an Owner shall be recorded in the book, together with the date on which such ownership was transferred.

ARTICLE XIII

Enforcement

In the event of a violation of the Declaration, these Bylaws, or the Rules and Regulations of the Project, or any Age 55 Criteria policies and procedures as described in Section 3(i) above, the Board of Trustees may enforce the Declaration, these Bylaws, or such Rules and Regulations or such Age 55 Criteria policies and procedures in any manner prescribed by law and shall have all rights and remedies available at law and in equity.

In the event of a default by Renter in the performance of the terms of a Primary Lease or Lease Addendum, or of the Declaration, Bylaws, and/or Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association or its representative, shall notify the Member/Landlord of the default(s) and demand that they be corrected through the Member's/Landlord's efforts within 30 days after such notice.

If the Default(s) is not corrected within the 30-day period, the Member/Landlord shall immediately thereafter, at their own cost and expense, institute and diligently prosecute an eviction action against Renter. The eviction action shall not be settled without the prior consent

of the Association or its representative. In the event the Member/Landlord fails to fulfill the foregoing obligation, the Association shall have the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Member/Landlord, at the Member's/Landlord's sole cost and expense, including all legal fees incurred.

ARTICLE XIV

Membership in Association

Section 1. Membership. Membership in the Association, and transfers thereof, shall be limited and determined as provided in the Declaration and the Association's Articles of Incorporation.

Each Member shall be issued a certificate of Membership in the Association. The certificate of Membership in the Association shall include the following:

CERTIFICATE NUMBER
THE NAME OF THE ASSOCIATION
THE NAME OF THE MEMBER
RESTRICTIONS ON TRANSFER
DATE OF ISSUANCE
THE UNIT(S) TO WHICH THE MEMBERSHIP IS APPURTENANT

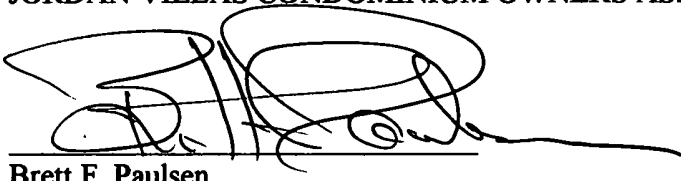
There shall be as many Members as there are Owners of Units in the Project.

BYLAWS CERTIFICATION

By an 84% vote of the owners (greater than the required majority of a quorum) in a mailed written ballot received prior to a regular board meeting and a special meeting of the Jordan Villas Condominium Association for members held on February 4, 2014, the members approved ratification of the above mentioned amended and restated bylaws.

Dated: September 29 2014

JORDAN VILLAS CONDOMINIUM OWNERS ASSOCIATION



Brett F. Paulsen

STATE OF UTAH)
: ss.
County of Salt Lake)

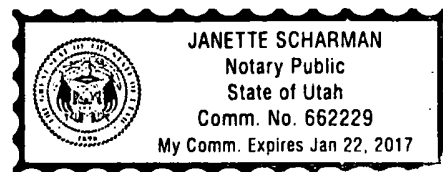
On this 29 day of September 2014, personally appeared before me Brett F. Paulsen, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is the President of the Jordan Villas Condominium Owners Association and that said document was signed by him in behalf of said Association by authority of the corresponding governing documents, and said Brett F. Paulsen acknowledged to me that said Association executed the same.



NOTARY PUBLIC

My Commission Expires 1-22-17

Dated: September 29, 2014



JORDAN VILLAS CONMINIUM OWNERS ASSOCIATION

Julia C. Baker
Julia C. Baker, Secretary

STATE OF UTAH)
: SS.
County of Salt Lake)

On this 29 day of September 2014, personally appeared before me Julia C. Baker, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that she is an officer of the Jordan Villas Condominium Owners Association and that said document was signed by her in behalf of said Association by authority of its corresponding governing documents, and said Julia C. Baker acknowledged to me that said Association executed the same.

Janette Scharman
NOTARY PUBLIC

My Commission Expires: 1-22-17

Dated: September 29, 2014

