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**DECLARATION OF COVENANTS, CONDITIONS,**

**EASEMENTS AND RESTRICTIONS**

**FOR**

**THE RESIDENCE CLUB AT RED MOUNTAIN**

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**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS**

**FOR**

**THE RESIDENCE CLUB AT RED MOUNTAIN**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE RESIDENCE CLUB AT RED MOUNTAIN ("Declaration") is made and executed by PIVOTAL MARK II, L.L.C., an Arizona limited liability company ("Developer"), pursuant to the provisions of Title 57, Chapter 19, Utah Code Ann., as amended ("U.C.A.").

1. RECITALS.

1.1 Developer owns certain Units in The Condominiums at Red Mountain, a condominium project ("Project") located at 1275 E. Red Mountain Circle, Ivins, Washington County, Utah. The Project was created by the recordation of that certain Declaration of Condominium for The Villas at Red Mountain, a Condominium Development, recorded on January 2, 2003, in Book 1512, at Page 1911, Instrument No. 796848, in the official records of Washington County, Utah, which Declaration was amended and restated by Developer's recordation of that certain Amended and Restated Declaration of Condominium for The Villas at Red Mountain, a Condominium Development, recorded February 11, 2003, in Book 1521, at Page 2439, Instrument No. 803265, in the official records of Washington County, Utah; as amended by that certain First Amendment to Amended and Restated Declaration of Condominium for The Villas at Red Mountain, a Condominium Development, recorded March 25, 2003, in Book 1532, at Page 514, Instrument No. 810382, in the official records of Washington County, Utah; as further amended by Developer's recordation of that certain Second Amendment to Amended and Restated Declaration of Condominium for The Condominiums at Red Mountain, a Condominium Development, recorded 11-16, 2004, in Book 1688 at Page 184-217, Instrument No. 911219 which Second Amendment changed the Project name from "The Villas at Red Mountain" to "The Condominiums at Red Mountain"; as further amended by Developer's recordation of that certain Third Amendment to Amended and Restated Declaration of Condominium for The Condominiums at Red Mountain, a Condominium Development, recorded 11-16, 2004, in Book 1688 at Page 221, 224, Instrument No. 911217, as such Declaration may be further amended from time to time. The Residence Club described herein will be part of such larger Project and will be subject to the terms and conditions of the Governing Documents, including without limitation, assessments and costs promulgated and levied against the Club Owners pursuant to the Condominium Declaration.

1.2 Developer proposes to create an ownership program under the Vacation Ownership Act referred to as the "Residence Club" in each of the Club Units described in Exhibit A attached hereto and incorporated herein by this reference, and intends that this Declaration create a timeshare development as defined under § 57-19-2(16), U.C.A. of the Vacation Ownership Act. Developer proposes to convey undivided one-quarter (1/4) fee simple ownership interests in each of the Club Units together with an exclusive, short-term right to

occupy a Club Unit, and to use the rights and easements appurtenant to such Club Unit during one or more Use Periods subject to the terms of the Governing Documents. The Residence Club and Club Owners shall be governed by the Association appointed or elected pursuant to the procedures described in Section 7 below and in the Bylaws.

1.3 The covenants, conditions and restrictions contained in this Declaration and in the Exhibits attached hereto shall be enforceable covenants and equitable servitudes and shall run with the land.

1.4 Unless the context provides otherwise, all capitalized terms used in this Declaration shall have the defined meanings set forth in Section 2 below.

## 2. DEFINITIONS.

Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Section 2. (Certain terms not defined in this Section 2 are defined elsewhere in this Declaration or in the Condominium Declaration).

2.1 Amendment means any amendment to this Declaration made in accordance with this Declaration and the Vacation Ownership Act.

2.2 Assessment(s) means all assessments described in Section 13 below to fund the Common Expenses and Club Expenses.

2.3 Building means each building constructed as a part of the Project, as defined in the Condominium Declaration.

2.4 Club Allocations means the following interests allocated to each Club Interest: the undivided interest in the Common Areas and Facilities and the liability for Common Expenses and Club Expenses. The Club Allocations for each Club Interest are described in Section 3.2 below and are set forth in Exhibit B attached hereto and incorporated herein by this reference. The number votes allocated to each Club Interest in the Condominium Association and the Club Association are described in Section 10 below and are set forth in Exhibit B attached hereto.

2.5 Club Articles or Articles means the Articles of Incorporation of the Club Association.

2.6 Club Assessment means the annual assessments described in Section 13.2 below levied by the Club Association against all Club Owners to pay the budgeted Club Expenses.

2.7 Club Association or Association means THE RESIDENCE CLUB AT RED MOUNTAIN OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, which governs the business and affairs of all owners of Club Interests within the Residence Club, and organized for the purposes set forth in this Declaration.

2.8 Club Board or Board means the Board of Directors of the Club Association appointed or elected in accordance with this Club Declaration and the Club Bylaws.

2.9 Club Bylaws or Bylaws means the Bylaws of the Club Association, as amended from time to time.

2.10 Club Declaration or Declaration means this Declaration of Covenants, Conditions, Easements and Restrictions for The Residence Club at Red Mountain, and all Amendments, modifications and supplements hereto.

2.11 Club Expense Fund or Expense Fund means one or more deposit investment accounts of the Club Association into which are deposited the Club Assessments. The Club Expense Fund shall consist of one operating fund for daily operating expenses and one capital fund for reserve and replacement expenses.

2.12 Club Expenses or Expenses means all expenses incurred exclusively for the Residence Club, including without limitation, expenses of operating the Club Association, expenses of administration and management of the Residence Club, and repair, refurbishment and replacement, as applicable, of the Club Units and the Club Furnishings located within the Club Units.

2.13 Club Furnishings or Furnishings means all interior decor, furniture, furnishings, fixtures, appliances, moveable equipment, utensils, carpeting, accessories, and other personal property located within a particular Club Unit for the exclusive use and benefit of the Club Owner(s) utilizing that Club Unit and all interior decor, furniture, furnishings, appliances, moveable equipment, utensils, carpeting, accessories, and other personal property hereafter acquired with funds from the Club Expense Fund as provided in this Club Declaration.

2.14 Club Interest means and shall include the following interests and rights, which are indivisible and inseparable, and which shall be exercised in accordance with the terms and provisions of this Declaration: (a) an undivided one-quarter (1/4) fee simple ownership interest in a specific Club Unit and that Club Unit's percentage interest in the Common Areas and Facilities as shown in Exhibit B, which is attached hereto and incorporated herein by this reference; (b) membership in the Condominium Association and the Club Association; (c) a recurring and exclusive right to possession and occupancy of a Club Unit during a specified number of weeks under the Occupancy Schedule set forth in Exhibit C attached hereto and incorporated herein by this reference, subject to the Club Rules; and (d) a non-exclusive right to use all portions of the Project and License while occupying a Club Unit subject to the terms and provisions of this Declaration and the other Governing Documents.

2.15 Club Interest ID means that certain alpha, numeric and/or symbolic designation assigned to a single Club Interest for Residence Club inventory control purposes that corresponds to a similar designation in the Occupancy Schedule indicating the Use Periods which a Club Owner may utilize in a Club Unit during a particular calendar year. Developer, so long as it has the right to exercise its Right to Withdraw pursuant to Section 9.5 below, shall have the unilateral right to assign the Club Interest ID to each Club Interest and to create such designation from any combination of letters, numbers and/or symbols as it shall determine in its sole and exclusive discretion.

2.16 Club Manager means any person or company designated by the Board to manage, in whole or in part, certain affairs of the Residence Club and the Association.

2.17 Club Owner or Owner means any person or entity or combination thereof, including Developer, at any time owning a Club Interest. The term "Owner" shall not include any Mortgagee (unless such Mortgagee has acquired title for other than security purposes).

2.18 Club Rules means those certain rules, regulations and procedures governing the Residence Club adopted by the Club Board in accordance with this Declaration and the Club Bylaws, as such Club Rules may be amended and repealed from time to time, which may contain provisions relating, without obligation or limitation, specific reservation privileges that may govern a Club Owner's use and enjoyment of certain core programming services as further described in the Spa Facilities License Agreement.

2.19 Club Unit means a Unit within the Project as described in the Condominium Declaration and as set forth in Exhibit A attached hereto which Developer submits to the Residence Club pursuant to Section 6 below, together with such Club Unit's appurtenant interest in the Common Areas and Facilities.

2.20 Common Areas and Facilities means all portions of the Project other than the Units, as defined in the Condominium Declaration, including the Limited Common Areas and Facilities.

2.21 Common Expenses means all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities and all other expenses denominated as Common Expenses by the Condominium Declaration.

2.22 Condominium Articles means the Articles of Incorporation of the Condominium Association.

2.23 Condominium Association means THE CONDOMINIUMS AT RED MOUNTAIN OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, which governs the business and affairs of all owners of all Units within the Project, and organized for the purposes set forth in the Condominium Declaration.

2.24 Condominium Bylaws means the Bylaws of the Condominium Association, as amended from time to time.

2.25 Condominium Declaration means the Amended and Restated Declaration of Condominium for The Condominiums at Red Mountain, a Condominium Development as described in Recital 1.1 above, as amended from time to time.

2.26 Developer means PIVOTAL MARK II, L.L.C., an Arizona limited liability company, or its successor in interest by express assignment of some or all of the rights of Developer hereunder by an instrument executed by Developer and the successor in interest and recorded in the Office of the County Recorder for Washington County, Utah.

2.27 Developer Rights means the rights reserved to Developer under this Declaration to exercise any of the rights designated as Developer Rights herein, including but not limited to, those certain rights and privileges set forth in Section 9 below and the unilateral amendment rights described in Article 18 below.

2.28 Eligible Mortgagee means and refers to a First Mortgagee who has requested notice of certain matters from the Condominium Association in accordance with Section 17.1 of this Club Declaration.

2.29 First Mortgagee means any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in this Declaration shall also protect the Developer as the holder of a First Mortgage of a Club Interest, or any part thereof or interest therein.

2.30 Governing Documents means the Condominium Declaration, the Condominium Articles, the Condominium Bylaws, this Club Declaration, the Club Articles, the Club Bylaws, the Club Rules, and any rules and regulations promulgated by the Management Committee and/or the Club Board, or any other governing instrument for the Project or the Residence Club, as each document may be amended from time to time.

2.31 Guest means a Club Owner's accompanied or unaccompanied tenant, family member, guest, invitee, licensee, employee and any person or occupant who has the right to use and occupy a Club Unit during such Club Owner's Use Period.

2.32 License means that certain non-exclusive license granted by Pivotal Mark I, L.L.C., a Utah limited liability company, as fee title owner of the Spa Facilities and Amenities; to the Club Association for the benefit of all Club Owners pursuant to that certain Spa Facilities License Agreement, which License grants to the Club Owners certain access privileges and non-exclusive rights to use the Spa Facilities and Amenities under certain terms and conditions as further described in such Spa Facilities License Agreement.

2.33 Limited Common Areas and Facilities means a portion of the Common Areas and Facilities allocated by the Condominium Declaration, as may be shown on the Map, for the exclusive use of one or more, but fewer than all, of the Units as defined in the Condominium Declaration. The Condominium Association shall maintain the Limited Common Areas and Facilities appurtenant to the Club Units.

2.34 Management Agreement means the management agreement between the Club Association and the Club Manager pursuant to which the Club Manager will provide certain management services to the Residence Club and the Club Association for a fee.

2.35 Management Committee means the Board of Directors of the Condominium Association, appointed or elected in accordance with the Condominium Declaration, the Condominium Articles and the Condominium Bylaws.

2.36 Map means that certain Final Plat of The Condominiums at Red Mountain, Phase I, Amended, recorded in the office of the County Recorder for Washington County, State of Utah, and that certain Final Plat of The Condominiums at Red Mountain, Phase II, Amended,



also recorded in the office of the County Recorder for Washington County, State of Utah, as the same may be amended from time to time pursuant to the Condominium Declaration.

2.37 Mortgage means any mortgage, deed of trust or other security instrument (including the seller's rights under a contract of sale) by which a Club Interest or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Club Interest or any part thereof or interest therein.

2.38 Mortgagee means any person or entity, including but not limited to the Developer (and any successor-in-interest to the Developer as to a purchase-money mortgage), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), or any trust, savings and loan association, credit union, mortgage company, bank, insurance company, or commercial loan company, named as the mortgagee, beneficiary or holder of the seller's interest under any Mortgage by which the Club Interest of any Club Owner is encumbered, or any successor to the interest of such person under such Mortgage.

2.39 Occupancy Schedule means the annual calendar setting forth the Use Periods allocated to each Club Interest as set forth in Exhibit C, which is attached hereto and incorporated herein by this reference.

2.40 Personal Charges shall mean a charge levied by the Club Association against a Club Owner or Guest for all expenses resulting from the act or omission of such Owner or Guest (except an Owner's failure to pay any Assessment). The act or negligence of any Guest shall be deemed to be the act or negligence of the Club Owner who permits such Guest to use and occupy any Club Unit. Personal Charges shall include, without limitation:

2.40.1 Any expense resulting from the act or omission of any Club Owner or Guest, including, without limitation:

2.40.1.1 the cost of long distance and other telephone charges or telephone message charges and other special services or supplies attributable to the occupancy of a Club Unit during such Club Owner's or Guest's Use Period and the expense of additional housekeeping services requested by such Club Owner or Guest during such Use Period;

2.40.1.2 the cost to repair any damage to any portion of the Project or the Residence Club, or to repair or replace any Club Furnishings on account of loss or damage caused by such Club Owner or Guest; or

2.40.1.3 the cost to satisfy any expense to any other Club Owner(s) or to the Condominium Association or the Club Association due to any intentional or negligent act or omission of such Club Owner or Guest, or resulting from the breach by such Club Owner or Guest of any provisions of the Governing Documents; and

2.40.2 Any transient occupancy tax, sales tax, use tax or other tax levied pursuant to the laws of the State of Utah and payable by any Club Owner or Guest which

the Club Association is or shall be required or entitled to collect on behalf of the levying authority.

Personal Charges are not Assessments and are secured by a lien only to the extent provided in Section 13.6 below. In addition, the Club Association shall have all other remedies described in this Declaration which are available to the Club Association against any Club Owner for nonpayment of such Club Owner's Personal Charges.

2.41 Project means the property, the Units, the Common Areas and Facilities, the Buildings and all improvements subject to the Condominium Declaration.

2.42 Residence Club means the Club Units, the Limited Common Areas and Facilities associated therewith, all Club Furnishings located therein, the License and all other rights of Club Owners pursuant to the ownership program created by this Club Declaration, as further described in Section 3 below.

2.43 Spa Facilities and Amenities means all of those certain spa amenities and services at the Red Mountain Spa available on a non-exclusive basis to Club Owners and Guests pursuant to the Spa Facilities License Agreement. The Spa Facilities and Amenities include those certain portions of the Red Mountain Spa as further described in the Spa Facilities License Agreement, including but not limited to an indoor swimming pool, outdoor swimming pool, whirlpool, exercise equipment room, tennis court, dining room and certain parking areas at the Red Mountain Spa.

2.44 Spa Facilities License Agreement means that certain Spa Facilities License Agreement entered into as of the 19th day of October, 2004, by and between Pivotal Mark I, L.L.C., a Utah limited liability company, as fee title owner of the Spa Facilities and Amenities, and the Club Association for the benefit of the Club Owners, as amended, a Memorandum of which Spa Facilities License Agreement shall be recorded in the office of the County Recorder for Washington County, Utah. The Spa Facilities License Agreement grants to each Club Owner and each Guest the non-exclusive right to use and enjoy the Spa Facilities and Amenities while occupying a Club Unit for so long as the Red Mountain Spa is in operation, but not less than a period of thirty (30) years from the date set forth above in this Section 2.41, subject to and in accordance with the terms and provisions thereof.

2.45 Special Club Assessments means assessments which the Club Association may levy from time to time against Club Owners, in addition to the Club Assessments, for the purposes as provided herein.

2.46 Total Votes of the Club Interests means the total number of votes appertaining to all Club Interests, as described in Section 10 below.

2.47 Unit means a physical portion of the Project designated for separate ownership and occupancy as more fully described in the Condominium Declaration.

2.48 Use Period means a period of exclusive possession and occupancy of a Club Unit available for use by virtue of ownership of a Club Interest as set forth in the Occupancy Schedule described herein and in the Club Rules. Use Periods for each Club Unit are established each year.

for the dates set forth in the Occupancy Schedule. Use Periods will consist of seven (7) consecutive days beginning on a Sunday, or any other day that the Club Association may designate in its sole and exclusive discretion, and ending on a Saturday, or any other day that the Club Association may designate in its sole and exclusive discretion. Unless modified by the unanimous written consent of all Club Owners as described in the next sentence, all Use Periods in a Club Unit shall be computed on the same basis and shall commence and end at the same time, on the same day of the week, according to this Section 2.48. Notwithstanding the forgoing, and without requiring an Amendment to this Declaration, Club Owners may change the arrival and departure date and Use Periods associated with their specific Club Unit with the unanimous written consent of all Club Owners entitled to use or occupy such Club Unit.

2.49 Vacation Ownership Act means the Utah Timeshare and Camp Resort Act (Title 57, Chapter 19, U.C.A.), as amended from time to time.

### 3. DESCRIPTION OF THE RESIDENCE CLUB.

3.1 The Residence Club consists of the Club Units, the Limited Common Areas and Facilities appurtenant thereto, and the Furnishings which may be utilized in accordance with the provisions of this Declaration. By acquiring a Club Interest, the Owner does not acquire any right, title or interest in the Units not submitted by Developer to the Residence Club, or the Limited Common Areas and Facilities appurtenant to such Units.

3.2 Each Club Interest's Club Allocation is identified in the attached Exhibit B and is calculated as follows:

3.2.1 The undivided interest in the Common Areas and Facilities appurtenant to each Club Interest shall be  $1/52$  divided by 4 ( $1/208^{\text{th}}$ ), or approximately 0.0048077%, which undivided interest is calculated by dividing the undivided interest appurtenant to the Club Unit associated with such Club Interest, as set forth in the Condominium Declaration, which is  $1/52$  or approximately 0.0192308%, by 4. Except as otherwise provided in the Condominium Declaration and this Declaration, the undivided interest appurtenant to each Club Interest shall have a permanent character and shall not be altered; provided, however, Developer (as "Declarant" under the Condominium Declaration) has reserved the right to adjust the undivided interest of each Club Unit in the Common Areas and Facilities following any addition or deletion of Units to or from the Project, in accordance with the terms and provision of the Condominium Declaration.

3.2.2 The liability for Common Expenses for each Club Interest shall be the same as the undivided interest in the Common Areas and Facilities and shall be calculated pursuant to the formula described in Section 3.2.1 above, so that each Club Owner's liability is equal to one-quarter ( $1/4$ ) of the total Common Expenses attributable to the Club Unit associated with such Club Interest.

3.2.3 The liability for Club Expenses for each Club Interest shall be equal and shall be calculated pursuant to a formula, the numerator of which is one, and the denominator of which is the total number of Club Interests within the Residence Club. Upon the recordation of this Declaration, the current liability for Club Expenses for each

Club Interest shall equal 1/48, subject to Developer's reserved right to adjust such liability following any addition or deletion of Club Units to or from the Residence Club in accordance with the terms and provision of this Declaration.

3.3 Except as otherwise provided in this Declaration, such Club Allocations shall be permanent and shall not be altered. The sum of the Club Allocations assigned to all Club Interests within the Residence Club shall be one hundred percent (100%) or one. Developer reserves the right to adjust the Club Allocations of any Club Interest as may be necessary to assure that the Club Allocations equal one hundred percent (100%) or one.

#### 4. SUBMISSION TO THE CLUB DECLARATION AND THE VACATION OWNERSHIP ACT.

Developer hereby submits the Club Units, Furnishings and all other improvements associated with the Residence Club to the provisions of this Declaration and to the Vacation Ownership Act. All Club Interests within such Club Units are and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used and improved as a one-quarter (1/4) share Club Interests. All of said Club Units are and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Club Units and in furtherance of the Residence Club; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any person acquiring, leasing, subleasing or owning a Club Interest in the Club Units, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors.

#### 5. TITLE TO CLUB INTERESTS.

5.1 Title to a Club Interest may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

5.2 Title to no part of a Club Interest may be separated from any other part thereof during the period of ownership, and each Club Interest, and the Club Allocation associated with each, shall always be conveyed, devised, encumbered and otherwise affected only as a complete Club Interest. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Club Interest, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Club Interest, together with all accompanying rights created by law and by this Declaration, including an Owner's membership in the Condominium Association and the Club Association as herein set forth. Excluding the initial transfer of Club Interests by Developer, upon an Owner's transfer of his or her Club Interest, the Club Association may charge a reasonable transfer fee to cover the cost to the Club Association of changing its books and records.

5.3 Each Club Interest shall constitute an estate in real property separate and distinct from all other Club Interests in the Club Unit and other Units, which estate may be separately conveyed and encumbered. A purchaser may acquire more than one Club Interest and thereafter convey or encumber each Club Interest so acquired separately. Each Owner shall have the right separately to mortgage or otherwise encumber his or her Club Interest. No Owner shall attempt

to or shall have the right to mortgage or otherwise encumber the Common Areas and Facilities of the Project, a Unit therein, or any part thereof, except the undivided fee simple ownership interest therein appurtenant to his or her Club Interest. Any mortgage or other encumbrance of any Club Interest shall be subordinate to all of the provisions of the Governing Documents, and, in the event of foreclosure, the provisions of the Governing Documents shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

5.4 After the initial conveyance of a Club Interest by Developer, a Club Interest shall thereafter have a permanent character and in no event shall an Owner convey or encumber less than a Club Interest as defined herein, or attempt to subdivide a Club Interest into lesser interests than the Club Interest originally conveyed to such Owner. In the event an Owner resells his or her Club Interest, then such Owner must convey his or her entire one-quarter (1/4) Club Interest in a single deed or instrument and such one-quarter (1/4) undivided fee simple ownership interest shall remain whole. All future references to the Club Interest for legal description purposes shall refer to the Club Interest ID used by Developer in the initial conveyance of the Club Interest. For example, individual Club Interests in individual Club Units may be designated by the use of numbers. Once a Club Interest is identified by the use of a specific Club Interest ID in connection with a specific Club Unit, the Club Interest ID shall become and remain part of the permanent legal description for the Club Interest.

5.5 Conveyance of title to a Club Interest is subject to a grant whereby an Owner receives an exclusive right to use and occupy a Club Unit in accordance with the provisions of Section 6 below and the Club Rules.

## 6. NATURE AND INCIDENTS OF CLUB INTEREST OWNERSHIP.

6.1 It is the present intention of the Developer to convey undivided one-quarter (1/4) fee simple ownership interests in the Club Units, which will permit use of Club Units by Club Owners in accordance with the Club Rules. The statement of intent set forth herein shall not limit the rights of Developer which are expressly reserved herein to create undivided ownership interests (i.e., Club Interests) of differing dimensions in Club Units, including without limitation one-eighth (1/8) fee ownership interests. Should Developer exercise its right to create differing dimensions of undivided ownership interests, it shall file a unilateral Amendment to this Declaration setting forth the use rights of such differing dimensions. Any Amendment for such purpose shall not require the consent of any Owner, Mortgagee or any other person or entity.

6.2 Club Interests may be described by reference to the specific one-quarter (1/4) undivided fee simple ownership interest, expressed as a fraction or percentage, in a specific Club Unit. Further, each Club Interest shall be identified by permanent reference to a Club Interest ID to identify the specific Club Interest. A legal description substantially in the following form shall be sufficient for all purposes in connection with a Club Interest:

Club Interest ID \_\_\_\_\_ consisting of an undivided one-quarter (1/4) fee simple interest as tenant in common in Club Unit \_\_\_\_\_, Building \_\_\_\_\_ contained within The Condominiums at Red Mountain as identified and established in the Final Plat of The Condominiums at Red Mountain, Phase II, Amended, recorded on

11-16, 2004 in Book 1688, at Page 183, Instrument No. 911209 in the office of the County Recorder for Washington County, State of Utah, as the same may be amended from time to time, as further described in the Amended and Restated Declaration of Condominium for The Villas at Red Mountain, a Condominium Development (n/k/a The Condominiums at Red Mountain), recorded February 11, 2003, in Book 1521, at Page 2439, Instrument No. 803265, in the official records of the Recorder of the County of Washington, State of Utah, together with the undivided fee ownership interest in the Common Areas and Facilities appurtenant to said Club Interest, and together with the exclusive right to possession and occupancy of such Club Unit during certain Use Periods in accordance with the Declaration of Covenants, Conditions, Easements and Restrictions for The Residence Club at Red Mountain recorded on 11-16, 2004 in Book 1688, at Page 238-236, Record No. 911213 of the official records of the Recorder of the County of Washington, State of Utah.

6.3 Developer hereby submits the Units described in the attached Exhibit A to the Residence Club. Developer (without requiring the consent of any Mortgagee, the Management Committee, the Club Board or the Owners of other Units, Club Units or Club Interests) reserves the unilateral right to submit all or some of any other Units it owns to the Residence Club. The provisions of this Section 6 relate only to those Units submitted to the Residence Club as set forth in Exhibit A, and shall govern the ownership of Club Interests in said Club Units and the rights, duties and obligations of Owners. Until twenty-five (25) years after the date of recording this Declaration, the right to submit a Unit to the Residence Club as further described in Section 6.4 below shall extend only to Developer, its successors or assigns, and shall not be available to purchasers of Units in the Project, their successors or assigns. The provisions of this Declaration shall apply to all Club Interests created hereunder; provided, however, in the event of an inconsistency between this Section 6 and the remaining provisions of this Declaration with respect to the ownership of a Club Interest and the rights, duties, and obligations of Owners, then the provisions of this Section 6 shall control.

6.4 Developer (without requiring the consent of the Management Committee, the Club Board, the Club Owners or the Owners of other Units) may unilaterally submit additional Units to the Residence Club by recording a properly acknowledged Amendment executed by Developer describing the Unit to be submitted to the Residence Club and reciting Developer's intention to do so. By acceptance of a deed to a Club Interest, each Owner and every other person acquiring any right, lien or interest in any Club Unit, waives his or her right to seek or obtain, through any legal procedures, judicial partition of the Club Unit or sale of the Club Unit in lieu of partition, and shall subordinate all rights that a Club Owner might otherwise have as a tenant in common in real property to the terms of this Declaration. This Section 6.4 shall not be deemed to prohibit a sale of a Club Unit on termination of the Residence Club in accordance with Section 18 below or Developer's removal of a Club Unit from the Residence Club in accordance with Section 9.5 below.

6.5 Use of Club Units shall be governed by this Declaration, the Club Articles, the Club Bylaws, the Club Rules, any Club Association rules and regulations. All Owners of Club Interests are entitled to the benefits of the Residence Club and are required to participate in the Club Unit use program as detailed in the Club Rules. The Club Rules adopted by the

Association govern the procedures for reserving use of Use Periods in Club Units by Club Owners and Guests. Further, the ancillary rules and regulations adopted by the Club Association and the rules and regulations promulgated by the Management Committee pursuant to the Condominium Declaration govern the conduct of Owners and Guests at the Project.

6.6 A Club Owner is entitled to the exclusive use and occupancy of the Club Unit in which such Owner may own a deeded Club Interest, subject to the Club Rules. All Club Owners and Guests while occupying a Club Unit are entitled to use the Common Areas and Facilities and the Club Furnishings pursuant to the Club Rules, which Club Rules may, among other things, regulate use restrictions, access times, specific areas available for the use and enjoyment of Club Owners, frequency of access or use of such areas, core programming services, fees and charges.

6.7 By acceptance of a deed to a Club Interest, each Owner waives his or her right to make any alterations, improvements, replacements or repairs in or to the Club Unit or to any Club Furnishings therein except as may be necessary in an emergency to prevent injury to persons or damage to property. Specifically, each Owner waives his, her or its rights under this Declaration to decorate and otherwise change the interior of the Club Unit and acknowledges that only the Developer or the Club Board shall have the power to make all such changes. In no event shall the Club Owner subject any Club Unit or any Club Furnishings to any lien for the making of any alterations, improvements, replacements or repairs therein or thereto. No Owner, or persons within his or her control, shall commit any waste with respect to the Project, the Residence Club or any part or parts thereof, including without limitation Club Units and Club Furnishings.

6.8 Club Furnishings, including but not limited to decorations, accessories and supplies placed in Club Units by Developer initially, and the Club Association subsequently, shall constitute personal property appurtenant to Club Units for the use of Club Owners and their Guests during a Use Period. Developer shall hold title to the Furnishings for the use and benefit of the Owners until such time as it transfers such title to the Club Association via a bill of sale after expiration of the Developer control period described in Section 9.4 below. During such period of control Developer, and thereafter the Club Association, may remove, replace, relocate, repair and otherwise deal with the Club Furnishings as Developer or the Club Association deems necessary, expedient and appropriate in the operation and administration of the Residence Club. The expenses related to Furnishings shall constitute a Club Expense to be levied against Club Owners.

6.9 So long as Developer owns a Club Interest within the Residence Club, Developer reserves the right to establish an exchange relationship for the Club Owners with any exchange company or network. Thereafter, the Club Board is authorized to establish such exchange relationships.

6.10 The Club Board, or the Club Manager on behalf of the Board, shall not be responsible to any Club Owner for loss or damage by theft or otherwise of articles stored in any storage area, Spa Facilities and Amenities, Club Units or Common Areas and Facilities.

## 7. CLUB ASSOCIATION.

7.1 The Association shall be organized no later than the date that Developer conveys the first Club Interest. The persons or entities who are at the time of reference the Club Owners are members of the Club Association and the Condominium Association. The name in which contracts shall be entered into, title to property (including the Furnishings) shall be acquired, held, dealt with and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Board or officers thereof on behalf of, or as agent for the Owners in the manner specified by this Declaration and/or the Bylaws, is: "The Residence Club at Red Mountain Owners Association, Inc." The purpose of the Association shall be to administer and manage the Residence Club, prepare and disseminate to Owners the budget for Club Expenses, financial statements and other information related to the Residence Club, to assess the Owners, as described herein, their pro rata share of the Club Expenses and their pro rata share of Common Expenses assessed against the Club Units by the Condominium Association, to represent the Club Owners in dealing with the Condominium Association and to perform all other functions which are necessary and convenient for the administration and operation of the Residence Club.

7.2 The Owners may exercise their rights to vote in elections and upon other matters coming before the Association in person or by granting a written proxy. The Board may solicit such proxies by furnishing a written form of proxy to be signed and returned by the Owners. The form of proxy shall meet the proxy requirements of the Bylaws and Utah law.

7.3 The management of the Residence Club and the administration of the affairs of the Association shall be conducted by a Board consisting of at least three (3) persons as provided in the Bylaws. Unless otherwise specifically reserved to the Association as a whole, the Board shall exercise all powers and duties of the Association under this Declaration and the Bylaws.

7.4 The Board shall employ a Club Manager for the Residence Club pursuant to a Management Agreement and is authorized to pay such Club Manager a fee for its services. The Club Manager may or may not be the same manager employed by the Condominium Association to manage the Project. The Management Agreement may contain such terms and provisions as the Club Board and the Club Manager deem necessary and advisable, and may or may not include all of the same provisions set forth in the management agreement for the manager of the Project.

7.5 Except as otherwise limited herein, the Board shall have all the powers, duties and responsibilities as are now or may hereafter be provided by this Declaration, the Club Bylaws, the Club Articles and the Vacation Ownership Act. The Board's powers shall include, without limitation, the power to pay, on behalf of Club Owners, charges for all utilities and personal and real property taxes for the Club Units and Club Interests, and to assess each Club Owner his or her pro rata share of such utility costs and taxes. Each Club Owner agrees and understands that the Board shall also have the right to receive all notices, claims and demands relating to taxes affecting the Club Owners. By accepting title to a Club Interest in the Residence Club, the purchaser thereof thereby waives his or her right to receive such tax notices and designates the Club Association and the Club Board as his or her exclusive agent and attorney in fact for receipt of such notices, claims or demands and appeals related thereto.



7.6 Members of the Board, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to any Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such and (iv) shall have no personal liability arising out of the use, misuse or condition of the Residence Club, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

7.7 If necessary, the Management Committee, with the advice and input of the Club Board, is responsible for determining whether expenses are Common Expenses pertaining to the condominium Project as a whole, or Club Expenses pertaining to the operation of the Club Units as part of the Residence Club.

## 8. RESTRICTIONS ON USE.

8.1 No Club Unit shall be used for business or commercial activity; provided, however, that nothing in this Section 8 shall be deemed to prevent (a) Developer or an affiliated entity or a duly authorized agent from using any Club Unit owned or leased by Developer as sales offices and models or a property management office as provided in this Declaration, or (b) any Owner or his or her duly authorized agent from renting or leasing his or her Club Interest from time to time during such Owner's Use Periods, or (c) Developer or an affiliated entity or a duly authorized agent from using any unoccupied Club Unit for sales tours, or (d) Developer or an affiliated entity or duly authorized agent from renting or leasing any or all unsold Club Interests that it owns from time to time during such unsold Use Periods.

8.2 Each Club Owner hereby understands and acknowledges that there may be substantial additional development at the Project in the future. Such development will result in dust and construction of additional buildings, Club Units, roads, sidewalks and trails, increases in traffic, impacts on view corridors and similar effects, both expected and unexpected. Neither Developer, nor any of its brokers, membership representatives, agents or employees, make any assurances or representations regarding the existence, preservation or permanence of any view from a Club Unit or any other portions of the Residence Club. Moreover, Developer makes no assurances whatsoever that it either can or will take action to restrict or control the development of any of the real property adjacent to or in the vicinity of the Residence Club.

8.3 Each Club Owner understands and acknowledges that construction-related activities may take place within or adjacent to the Residence Club and that such activities may disturb or disrupt the Owner's use and enjoyment of his, her or its Club Unit during an Occupancy Period. In connect with such construction-related activities, each Club Owner specifically understands and acknowledges that there may be certain inconveniences, disruptions (including utilities), noise, dust, dangers and annoyances during any such period of construction and each Club Owner hereby waives all claims against Developer with respect thereto. Normal construction-related activities and parking in connection with the building of Club Units or other

improvements within the Project and the Residence Club shall not be considered a nuisance or otherwise prohibited by this Declaration. Each Club Owner further covenants that the Club Association and Developer shall have the right, in the nature of an easement, to subject certain portions of the Project and the Residence Club to uses incidental to the construction of new Club Units and other improvements; provided that such easement does not materially adversely interfere with the Club Owner's use, access and occupancy of his, her or its constructed Club Unit during an Occupancy Period.

8.4 Additional limitations on use are contained in the other Governing Documents and each Owner shall be bound by each of such documents. The provisions of this Section 8 and the additional use restrictions described in the Governing Documents shall be enforceable by the Club Board, the Developer or its successors and assigns, and shall run with and bind the land and shall be binding on all heirs, successors and assigns of Developer.

## 9. DEVELOPER RIGHTS.

The following Developer Rights are hereby granted or reserved by Developer:

9.1 Developer hereby reserves the right to maintain sales offices, management offices, signs advertising the Residence Club or any other development of Developer or any affiliate of Developer, and models in any of the Club Units. Developer may relocate sales offices, management offices and models to other Club Units or other locations within the Project at any time. Notwithstanding an Owner's right to resell his or her Club Interest and list such Club Interest with any firm or agency as he or she shall determine (subject to the First Right of Refusal described in Section 9.6 below), no person or entity other than Developer and/or its duly appointed affiliates, successors, agents or assigns, shall have the right to market or initially sell Club Interests in Club Units within the Project and the Residence Club. Accordingly, as described in Section 5.4 above, no Club Owner may further subdivide his or her Club Interest or attempt to sell undivided interests that are less than his or her entire one-quarter (1/4) fee simple ownership interest.

9.2 Any furnishings in any such Club Units shall remain the sole property of Developer, for the use and benefit of the Owners and their Guests during a Use Period, until such time as Developer transfers title to the Furnishings to the Club Association via a bill of sale after expiration of the Developer control period described in Section 9.4 below. Any improvements or items that do not constitute Furnishings, including without limitation sales and marketing materials, shall remain the sole property of Developer and may be removed by Developer within thirty (30) days of cessation of use of such model Club Unit(s) or sales office. Developer shall have the right to make any reasonable use, not inconsistent with the provisions of this Club Declaration or the Condominium Declaration, of any unsold Club Interests and related Club Units owned by Developer. The rights contained in this Section 9 shall terminate at such time as Developer and its affiliates have conveyed title to all Club Interests in the Club Units or on or before twenty-five (25) years from the date of recording this Declaration, whichever is sooner.

9.3 Except as otherwise provided for herein, Developer hereby reserves the right to exercise any Developer Right provided for in this Declaration with respect to the Residence Club on or before twenty-five (25) years from the date of recording this Declaration.

9.4 There is hereby established a period of Developer control of the Club Association during which period the Developer, or persons designated by it, shall retain control of the Association and shall have the authority to appoint and remove the Association officers and members of the Board, who may or may not be Owners. The period of Developer's control under this Declaration shall terminate no later than the earlier of:

9.4.1 One hundred and twenty (120) days after conveyance of ninety percent (90%) of the Club Interests that may be created by this Declaration to Owners other than the Developer;

9.4.2 Five (5) years after Developer, or its successors or assigns, has ceased to offer Club Interests for sale in its ordinary course of business; or

9.4.3 When Developer, in its sole and exclusive discretion, so determines.

9.5 For a period of twenty (20) years from the date that this Declaration is recorded in the office of the County Recorder for Washington County, Utah, Developer shall not be restricted in the number of Club Units that may be withdrawn from the Residence Club in the event Developer exercises its right to withdraw under the provisions of this Section 9.5. So long as Developer owns a Club Interest, Developer reserves the right to withdraw a Club Unit from the Residence Club (a) prior to conveyance of a Club Interest in that Club Unit and Developer owns all of the Club Interests associated with such Club Unit or (b) in the event Developer reacquires all Club Interests associated with such Club Unit after any conveyance. The terms and conditions of Developer's right to withdraw Club Units ("Right to Withdraw") shall be as follows:

9.5.1 The real property subject to this Right to Withdraw consists of all of the Club Units within the Residence Club.

9.5.2 Developer may exercise its Right to Withdraw at different times as to any Club Unit and in any order elected by Developer. No assurance is made with regard to which Club Unit(s), if any, will be withdrawn from the Residence Club, or the order in which such Club Unit(s) will be so withdrawn from the Residence Club. In the event Developer exercises its Right to Withdraw with respect to any Club Unit, the Right to Withdraw may or may not, at Developer's sole and exclusive discretion, be exercised with respect to any other Club Unit(s).

9.5.3 Other than the Club Units which are now a part of the Residence Club or which may in the future be added to the Residence Club pursuant to the provisions of Section 6.4 above, no other real property within the boundaries of the Project shall be subject to the Right to Withdraw.

9.5.4 Each Club Owner, by execution of a purchase contract or by the acceptance of a deed to a Club Interest, shall be deemed to have consented to all provisions of this Section 9.5.

9.5.5 A withdrawal of a Club Unit from the Residence Club shall be deemed to have occurred at the time of Developer's recordation of a unilateral Amendment to this

Declaration executed by Developer, containing a legal description of the Club Unit to be withdrawn from the Residence Club. After the filing for record of such unilateral Amendment to this Declaration reflecting Developer's exercise of its Right to Withdraw, title to each withdrawn Club Unit shall be vested in and held by Developer, this Declaration shall no longer constitute a lien against such withdrawn Club Unit(s) and none of the other Club Owners shall have any claim or title to or interest in such withdrawn Club Unit(s).

9.5.6 No provision of this Section 9.5 shall be amended without the prior written consent of Developer, so long as the Developer owns any Club Interest in the Residence Club.

9.5.7 Developer shall have no right to withdraw any Club Unit from the Residence Club in which it does not hold fee title to all four (4) Club Interests associated therewith.

9.5.8 Developer shall not be required to obtain the consent of any Club Owners, Mortgagees, the Condominium Association, the Club Association or of any other person or entity having any right or interest in all or any portion of the Project, the Residence Club or Club Units prior to or subsequent to withdrawing all or any Club Unit(s).

9.6 For a period of twenty (20) years from the date that this Declaration is recorded in the office of the County Recorder for Washington County, Utah, Developer, so long as it owns a Club Interest within the Residence Club, and thereafter the Club Association ("Option Holder") shall have a first right of refusal to purchase any Club Interest that a Club Owner desires to resell to anyone other than his or her immediate family member. The terms and conditions of the Option Holder's first right of refusal to purchase a Club Interest ("Right of First Refusal") shall be as follows:

9.6.1 If any Club Owner proposes to sell, convey or transfer his or her Club Interest (the "Alienated Property") to anyone other than his or her immediate family member, the Club Owner must first draft a written agreement (the "Written Agreement") with the proposed purchaser or transferee, clearly and accurately setting forth all of the terms and conditions relating thereto, including, without limitation, the consideration offered and the legal description of the Alienated Property. Prior to the purchaser's execution thereof, the Club Owner shall deliver the Written Agreement to the Option Holder accompanied by written notice (the "Transfer Notice") that the Owner proposes to sell, convey or transfer the Alienated Property on the terms set forth in the Written Agreement.

9.6.2 The Option Holder shall have the Right of First Refusal for a period of thirty (30) days from and after its receipt of the Written Agreement and the Transfer Notice to elect to purchase the Alienated Property upon the same terms and conditions and for the same consideration as are set forth in the Written Agreement. The Option Holder may exercise the Right of First Refusal with respect to the Alienated Property by giving written notice thereof to the Club Owner within such 30-day period. If the Option

Holder so exercises the Right of First Refusal, the Club Owner and the Option Holder shall proceed to consummate the purchase of the Alienated Property in accordance with the terms and conditions set forth in the Written Agreement. Failure of the Option Holder to so elect to purchase the Alienated Property within such 30-day period by giving such notice to the Club Owner shall be deemed to be an election not to purchase the Alienated Property.

9.6.3 If the Option Holder elects not to exercise the Right of First Refusal, the Club Owner may sell the Alienated Property to the proposed purchaser or transferee, but only in accordance with all of the terms and conditions and for the consideration set forth in the Written Agreement. If, however, such sale, conveyance or transfer to the proposed purchaser or transferee is not so consummated, the Right of First Refusal shall once again be effective. In the event that the Option Holder declines to exercise the Right of First Refusal after receipt of the Transfer Notice, and thereafter, the Owner and the prospective purchaser modify by more than two percent (2%) the sales price of the Alienated Property, the amount of down payment or the interest charged, or in the event that the sale is not consummated within one hundred eighty (180) days after the date of the Transfer Notice (unless the Club Owner is still legally bound to consummate such sale following said 180-day period and has exercised his or her best efforts to timely consummate such sale), then the Option Holder's Right of First Refusal shall reapply to said transaction, as the occurrence of any of the aforementioned events.

9.6.4 Other than the Club Owner's payment of any required transfer fee to the Condominium Association or the Club Association, this Section 9.6 shall not apply to transfers, whether for consideration, by gift or devise, to members of a Club Owner's immediate family. For purposes of this Section 9.6, the term "immediate family member" refers to a Club Owner's parents, wife or husband, children, and brothers and sisters.

9.6.5 Each Club Owner, by execution of a purchase contract or by the acceptance of a deed to a Club Interest, shall be deemed to have consented to all provisions of this Section 9.6.

9.6.6 No provision of this Section 9.6 shall be amended without the prior written consent of Developer, so long as the Developer owns any Club Interest in the Residence Club, and thereafter without the prior written unanimous consent of the Club Board.

9.7 Although Developer presently contemplates the establishment of a separate Condominium Association and a separate Club Association, economy and corporate efficiencies may later warrant that the administration of such separate Condominium Association and Club Association should be undertaken by a single merged association of owners. Accordingly, and notwithstanding the initial establishment of separate associations, Developer hereby reserves the unilateral right for itself, so long as it is in control of the Condominium Association pursuant to the provisions of the Condominium Declaration and in control of the Club Association pursuant to the provisions of this Club Declaration, and thereafter for the Management Committee and the Club Board, to merge such separate associations into a combined association with the overall

responsibility for the administration and maintenance of the Project and the Residence Club (combining all voting, assessment, administration and maintenance responsibilities). Such merger may occur pursuant to the controlling provisions of Utah nonprofit corporate law without the need to file an amendment to the Condominium Declaration or this Club Declaration. The corporate documents establishing the combined association shall be substantially similar to the Condominium Articles, the Condominium Bylaws, the Club Articles and the Club Bylaws; provided that the board of the combined association shall include at least one representative of the Condominium Association and one representative from the Club Association.

#### 10. VOTING.

10.1 Each Club Owner of a Club Interest shall have one (1) vote in the Club Association for each Club Interest owned and the voting rights allocated to each Club Interest shall vest upon execution and recording of this Club Declaration. At any meeting of the Club Association, each Owner, including Developer, either in person or by written proxy solicited and given in the manner provided herein and in the Bylaws, shall be entitled to the votes allocated in Exhibit A hereto for each Club Interest owned by such Owner. If there is more than one Owner with respect to a particular Club Interest, any or all of such Owners may attend any meeting of the Association, and their votes shall be cast in accordance with the provisions of the Bylaws.

10.2 Each Club Owner of a Club Interest shall have one-quarter (1/4) vote in the Condominium Association for each Club Interest owned pursuant to the terms and provisions of the Condominium Declaration. In addition to the voting rights described in the foregoing Section 10.1, a Club Owner may attend a meeting of the Condominium Association and personally cast his or her votes at such meeting.

10.3 The number of votes allocated to each Club Interest shall have a permanent character, and, except as otherwise permitted and provided for in the Condominium Declaration or this Club Declaration, shall not be altered without the unanimous consent of all Owners expressed in a duly recorded Amendment.

#### 11. ADMINISTRATION OF THE RESIDENCE CLUB AND USE OF CLUB INTERESTS.

11.1 Pursuant to the Management Agreement as further described in Section 7.4 above, the Club Manager shall perform the administration and management of the Residence Club in exchange for a fee. The Club Manager shall have all powers necessary or desirable to effectuate any of the purposes provided for herein.

11.2 By acceptance of a deed to a Club Interest, an Owner agrees to be bound by the terms and conditions of this Declaration and the other Governing Documents. In addition to all remedies provided to the Association in this Declaration or in law or equity, the Association shall also have the following special remedies with respect to any Owner who fails to pay Assessments, or is otherwise in default of any provision of the Governing Documents:

11.2.1 In the event any Owner fails to vacate a Club Unit after termination of a Use Period or otherwise uses or occupies or prevents another Owner from using or occupying a Use Period, that Owner shall be in default hereunder and shall be subject to immediate removal, eviction or ejection from the Club Unit wrongfully occupied. The

Board or the Club Manager shall be entitled, upon allegations in a verified complaint signed by any member of the Board or by the Club Manager, to obtain from any court of competent jurisdiction an order for eviction of said Owner and to obtain enforcement thereof by an appropriate law enforcement agency. Any Owner who wrongfully occupies a Club Unit shall be assessed by the Association an amount equal to the sum of the following: (1) the cost of alternate lodging for the rightful Club Owner(s) and/or Guest(s) at the prevailing market rate plus a fifty dollar (\$50.00) inconvenience charge (subject to any increase that the Board may determine in its sole and exclusive discretion) for so many 24-hour days or parts thereof as such rightful Club Owner(s) and/or Guests have been deprived of the use and occupancy of the Club Unit; (2) the reasonable cost of transportation for the rightful Club Owner(s) and/or Guest(s) from their home(s) or other point of origination; (3) reasonable attorney's fees and administrative costs incurred by the Association in connection with such wrongful occupation; and (4) a monetary fine for wrongful occupation as the Board shall determine in its sole and exclusive discretion. When the amounts covered by items (1) and (2) are collected by the Club Association, they shall be promptly remitted to the rightful Club Owner or Guest, but if there is no rightful Club Owner or Guest, shall be retained by the Club Association and used for the benefit of the Residence Club as the Board shall determine in its sole and exclusive discretion. The amounts covered by items (3) and (4) shall, when collected, be remitted to the Club Association and used for the benefit of the Residence Club as the Board shall determine in its sole and exclusive discretion. Prior to any such Assessment as provided by this Section 11, the Club Association shall give the Club Owner notice and a hearing in accordance with Article 22 below or as may be described in the Bylaws.

11.2.2 In the event an error by the Association or Club Manager deprives the rightful Owner or occupant of the use and occupancy of a Unit during a Use Period for which the Owner or occupant has a confirmed reservation, the Association shall provide such Owner or occupant a Club Unit or pay the reasonable cost of alternate lodging of the Association's choice for the rightful Owner and their guests for so many 24-hour days or parts thereof as such rightful Owner or occupant and their guests have been deprived of the use and occupancy of the Club Unit. The cost thereof shall be a portion of the Expenses, unless chargeable to the Club Manager pursuant to its contract for services.

11.2.3 Any Owner who suffers or allows a mechanics' lien or other lien to be placed against his or her Club Interest or the entire Club Unit shall indemnify, defend and hold each of the other Owners harmless from and against all liability or loss arising from the claim or such lien. The Association may enforce such indemnity by collecting from the Owner who suffers or allows such a lien the amount necessary to discharge the lien and all costs of enforcement incidental thereto. If such amount is not promptly paid, the Association may:

11.2.3.1 Collect the same in the manner provided herein for the collection of Assessments for Club Expenses;

11.2.3.2 Withhold use or possession of the Club Unit during the Use Period and may prohibit the Owner from using their Use Period or making any reservation pursuant to the Club Rules; and

11.2.3.3 Upon notice, cancel any designated use rights of the Owner and rent and retain the proceeds of any Use Period to which an Owner is entitled, and apply such proceeds toward the amount necessary to discharge the lien and all costs of enforcement incidental thereto.

11.2.4 Except as to a transfer to a First Mortgagee by foreclosure or deed in lieu of foreclosure, no Owner may transfer his or her Club Interest unless and until he or she is current as to all Assessments due to the Condominium Association and Club Association, and is otherwise not in default under any other provision of this Declaration. As set forth in the Club Bylaws, any person who shall have entered into a written agreement to purchase a Club Interest, by written request directed to the Board, shall obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Assessment and the amount of unpaid Assessments charged against the Club Interest and its Owners. If such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, the purchaser shall not be liable for the payment of an amount in excess of the unpaid Assessments shown thereon, provided that the former Owner shall remain so liable. Any such excess which cannot be promptly collected from the former Owner-grantor shall be reassessed by the Board as a Club Expense to be collected from all Owners, including without limitation the purchaser of the Club Interest, his or her successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any Assessments made after the date of transfer of title of a Club Interest, even though the expenses incurred or the advances made by the Board for which the Assessment is made relate in whole or in part to any period prior to that date. The Board is authorized to require a reasonable fee for furnishing such statements.

11.2.5 In addition to certain other amounts due to the Club Association at the time of closing of the sale of a Club Interest, each Club Owner other than the Developer hereby agrees and acknowledges that he, she or it shall pay to the Club Association a refundable working capital contribution ("Capital Contribution") at the time he or she acquires a Club Interest as a contribution to the Club Association's working capital fund in accordance with the following provisions:

11.2.5.1 The purpose of the Capital Contribution is to ensure that the Club Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services respectively deemed necessary or desirable to the Club Association. The working capital fund must be maintained in a segregated account for the use and benefit of the Club Association. The Club Owner's Capital Contribution amount shall be a sum equal to three (3) monthly installments of the annual Assessments for his, her or its Club Interest. Each Club Owner's Capital Contribution must be collected and transferred to the Club Association at the time of the closing of the sale of that Club Interest. Interest on such Capital Contribution shall accrue to the benefit of the Club Association. Each Club Owner's obligation to pay the Capital Contribution shall be enforceable in the same manner as payment of Assessments and shall be secured by the Assessment lien described in Section 13.5 below. The Capital Contribution shall not be considered advance payment of any regular Assessment.



11.2.5.2 Upon the conveyance of his, her or its Club Interest to a new Club Owner, the original Club Owner shall be entitled to a credit from such purchaser for any unused portion of the original Club Owner's Capital Contribution from the funds collected at closing from such purchaser. The purchaser, as the new Club Owner, must replenish the Club Association's capital working fund by the payment of such new Club Owner's Capital Contribution in accordance with the provisions of this Section 11.2.5.

11.2.5.3 The Capital Contribution shall not be used to defray Developer's expenses in completing the construction of the Project, the Residence Club and the Club Units, to pay Developer's contributions to the Club Association's reserves or to make up any deficits in the budget of the Club Association. Upon the election of the first Club Board by Club Owners other than Developer, Developer shall pay to the Club Association a Capital Contribution for each Club Interest then owned by Developer. Thereafter, when a Club Interest owned by Developer is sold, Developer may apply funds collected at closing from the purchaser to reimburse itself for funds paid to the Club Association for such contribution with respect that specific Club Interest.

11.2.6 The Association may also impose a monetary penalty, suspend an Owner's right to use a Club Unit or other facility that is part of the Project and the Residence Club, or take such other disciplinary action as is appropriate, short of the forfeiture of the Club Owner's right, title and interests in the Project and the Residence Club, for any other violation of the provisions of this Declaration and the other Governing Documents. Such violations include, without limitation, an Owner's damage to a Club Unit or to any other real or personal property that is part of the Project and the Residence Club, or creation of a disturbance that interferes with the use and enjoyment of facilities of the Project and the Residence Club by other Owners.

11.3 Each Owner shall have an exclusive right to possession and occupancy of his, her or its Club Unit during the Use Periods assigned to such Owner's Club Interest as set forth in Exhibit C, subject to the Club Rules. The Board shall have the right to amend the Club Rules as it shall determine in its sole and exclusive discretion with requiring an amendment to this Declaration or the approval of any Owner or Mortgagee.

## 12. CONDOMINIUM ASSOCIATION AND CONDOMINIUM EXECUTIVE BOARD.

Subject to the voting procedures described in Section 10.2 above, the persons or entities who are at the time of reference the Club Owners shall also be members of the Condominium Association, the characteristics and nature of which are determined by the Condominium Declaration and the Condominium Bylaws, and other applicable Utah law. The Management Committee shall be elected as provided in the Condominium Declaration and the Condominium Bylaws.

### 13. ASSESSMENTS

13.1 The making and collection of Assessments from Owners for their share of Common Expenses shall be pursuant to this Declaration and the Bylaws, and subject to the following provisions:

13.1.1 Each Owner, including Developer, for each Club Interest which it owns, shall be liable for a proportionate share of the Club Expenses and all applicable Assessments of the Club Association, such proportionate share being the same as the Club Allocation allocated to the Club Interest owned by him or her pursuant to the formula described in Section 3.2 and as set forth in Exhibit A attached hereto. Such Club Expenses shall include, without limitation, those expenses listed in Section 2.12 above, described in Section 13.1.2 below, and any other expenses or liabilities which may be incurred in accordance with the provisions of this Declaration and the other Governing Documents by the Club Association for the benefit of all Owners.

13.1.2 Each Owner shall also be liable for a proportionate share of the Common Expenses assessed by the Condominium Association against the Club Units. Each Club Owner's share of the Common Expenses shall be assessed and collected as part of the Club Expenses as described in Section 13.1.1 above and elsewhere in this Section 13.

13.2 In addition to the Common Expenses assessed by the Condominium Association against the Club Units, Club Expenses shall be computed and assessed against all Club Interests, including those owned by Developer, as follows:

13.2.1 Club Expenses shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with all services for cleaning, maintenance, repair, and replacement of the Club Units (excluding the pay-per-use additional Personal Charges to the Club Owner or Guest for housekeeping services upon such Owner's or Guest's departure from a Club Unit) and of Furnishings in such Club Units, and arising out of the operation of the Residence Club, the Association and the exercise of the powers, duties and responsibilities set forth in Section 7.5 above, and any other expenses or liabilities which may be incurred in accordance with the provisions of this Declaration by the Association for the benefit of the Club Interests. As described in Section 2.12 above, such combined expenses shall constitute the Club Expenses, and all funds received from Assessments under this Section 13.2.1 shall be part of the Club Expense Fund.

13.2.2 To the extent permitted by law, Developer may without obligation pay the Club Association an amount less than its proportionate share of Club Expenses or other permitted Club Assessments for which it owes, provided Developer has executed a subsidy agreement approved, if required by law, by the controlling real estate division requiring Developer to pay monies which are sufficient, together with the Club Assessments paid by all other Club Owners, to enable the Association to timely pay all of the Club Expenses. Any subsidy agreement shall require Developer to pay its full

proportionate share of all reserves for replacement and capital improvements assessed against the Club Interests and the Club Units which it owns.

13.2.3 Two separate and distinct funds shall be created and maintained hereunder, one for ongoing daily operating expenses, and one for reserves for capital expenses to be used for the repair and replacement of the major components of the Residence Club, including without limitation, repairing and replacing the Furnishings and interior surfaces of the Club Units, which combined accounts shall constitute the Club Expense Fund. The capital expense fund shall not be used for daily operating expenses.

13.2.4 Assessments against all Club Interests shall commence on the same day and on the first day of the month following the latter to occur of (i) the date that the first deed or similar instrument conveying a Club Interest to an Owner other than Developer or any affiliate of Developer is recorded in the Official Records of Washington County or (ii) the date the appropriate municipal authority issues a permanent or temporary certificate of occupancy, or other similar document, that authorizes an Owner to utilize and occupy a Club Unit for Residence Club purposes in a Building within the Project. The Association shall levy Assessments based on a Club Unit-by-Club Unit basis, whereby it shall levy Assessments only against those certain Club Interests located within a Club Unit(s) associated with such specific Club Interests conveyed or a Club Unit that is subject to such temporary or permanent certificate of occupancy or other similar document authorizing an Owner to utilize and occupy those certain Club Units located therein. Until such time as the Association makes an Assessment pursuant to this Section 13.2 for Club Expenses, Developer shall pay all Club Expenses. After an Assessment has been made by the Association, Assessments by the Association shall be made at least annually in accordance with the provisions of this Declaration and the Bylaws to enable the Association to collect sufficient funds to pay the Club Expenses at all times.

13.2.5 The Board may not impose a regular Assessment for Expenses which is more than thirty percent (30%) greater than the previous year's regular Assessment without first obtaining the vote or written assent of a majority of the Total Votes of the Club Interests residing, respectively, in Owners other than Developer, provided that such percentage increase shall be calculated without regard to any increase attributable to an increase in real estate taxes against the Project, the Residence Club or Club Units.

13.2.6 In the event that the Club Expense Fund proves inadequate during any fiscal year for whatever reason, including nonpayment of any Assessment, the Association may, at any time and from time to time, levy in any calendar year Special Club Assessments applicable to that year only for any purpose as the Board shall determine in its sole and exclusive discretion. The portion of any Special Club Assessment levied on a particular Club Interest shall be the Club Allocation associated with the Club Interest owned by him or her, as set forth on Exhibit B attached hereto, except when the Special Club Assessment against an Owner is a remedy utilized to reimburse the Association for costs incurred in bringing the Owner and/or his or her Club Unit into compliance with the provisions of the Governing Documents.

13.2.7 The Assessments shall be the personal and individual debt of the Owner, and his or her successor in interest, and all sums assessed but unpaid, shall constitute a lien on the Club Interest. The Association shall have all of the rights in connection with the collection thereof as set forth in this Declaration, the Bylaws and the Vacation Ownership Act.

13.3 All Assessments shall be due as determined pursuant to the Condominium Bylaws and the Club Bylaws. The Condominium Association shall have all of the rights in connection with the collection of unpaid Common Assessments and other Common Expense charges pursuant to the provisions of the Condominium Declaration.

13.4 If an Owner is delinquent in the payment of Assessments as described in the Governing Documents, or other Personal Charges duly levied by the Condominium Association and/or the Club Association, then in addition to any other remedies afforded by the Governing Documents and the Vacation Ownership Act, the Board or the Club Manager may suspend such Owner's right to occupy a Unit and may suspend all related rights and privileges as an Owner during the period of time such Owner is delinquent in the said payment, and may rent the Owner's Use Period and retain the proceeds to apply toward such delinquency, provided the Board or Club Manager shall give such Owner written notice and a hearing in accordance with Article 22 below or as may be described in the Bylaws, to determine the appropriateness of a suspension of their rights and privileges prior to making the decision to suspend. Following such a hearing, if the Board suspends such Owner's rights and privileges it shall give such Owner written notice after the decision to suspend has been made.

13.5 All sums assessed to a Club Owner pursuant to the provisions of this Declaration, together with interest thereon, as applicable, and costs of collection including attorney's fees, shall be secured by a lien on such Club Interest in favor of the Club Association.

13.5.1 To evidence a lien for sums assessed pursuant to this Declaration, the Club Board shall cause to be prepared a written notice of lien setting forth (a) the name of the Club Owner, (b) the legal description of the Club Interest; (c) the amount of the Assessment; (d) the date such Assessment was due; and (e) the amount remaining unpaid. Such notice of lien shall be signed and acknowledged by an officer of the Association, and shall be recorded in the office of the County Recorder of Washington County, Utah. No notice of lien shall be recorded until there is a delinquency in the payment of the Assessment. Such lien may be enforced by the sale or foreclosure of the Club Interest encumbered by the lien at a foreclosure sale conducted by the Club Board or its attorney in accordance with the provisions of Utah law applicable to the foreclosure of a mortgage or trust deed or in any manner permitted by Utah law, including specifically, but without limitation, the method recognized under the laws of the State of Utah for the enforcement of a mechanics lien which has been established in accordance with the provisions of Title 38, Chapter 1, U.C.A., as amended from time to time.

13.5.2 For the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, U.C.A. and made applicable hereto by this Declaration, Developer and each Club Owner, by acceptance of a deed to a Club Interest, hereby transfers to the Club Board, and its successors and assigns, in trust,

with power of sale and right of entry, for the benefit of the Club Association, all Club Interests that have been or may be created pursuant to this Declaration to secure each Club Owner's obligations under this Declaration, including but not limited to the obligation to pay all Assessments. The Club Association shall have the right to appoint a successor trustee at any time by filing for record in the office of the County Recorder for Washington County, Utah, a substitution of trustee to succeed to all the power, duties, authority, and title of the Club Association to conduct the foreclosure sale pursuant to § 57-1-23, U.C.A., as amended.

13.5.3 In any such sale or foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including attorneys' fees, recording costs and other similar collection costs, and such costs and expenses shall be secured by the lien herein provided whether or not the same shall be specifically set forth therein. The Club Owner shall also be required to pay to the Association any Assessments against the Club Interest which shall become due during the period of foreclosure or sale, and all such Assessments shall be secured by the lien herein provided.

13.5.4 The Association shall have the right and power to bid in any foreclosure or sale and, upon purchase thereof, to hold, lease, mortgage or convey the subject Club Interest. In the event a proceeding for the foreclosure of the lien granted hereby shall be commenced, while such proceeding shall be in process, the Association shall be entitled to the appointment of a receiver to collect the rentals being derived from said Club Interest. In furtherance of such foreclosure rights, the Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien in accordance with the provisions of this Section 13.5. The Association may, through its duly authorized agents, bid on the Club Interest at any foreclosure sale and acquire, hold, lease, mortgage and convey the same.

13.6 The Assessment lien described in Section 13.5 above in favor of the Club Association to secure the payment of Assessments shall not apply to any of the Personal Charges which are incurred by Guests or tenants other than a Club Owner. Personal Charges shall be paid by each Club Owner and Guest as follows:

13.6.1 If the Board or the Club Manager is able to determine the amount of Personal Charges at departure time (for example, Personal Charges constituting long distance telephone charges, optional housekeeping service, etc.), such Personal Charges shall be payable at the termination of the Club Owner's or Guest's or tenant's Use Period.

13.6.2 Personal Charges which are not ascertainable at the time of termination of a Club Owner's or Occupant's or tenant's Use Period shall be payable as determined by the Club Board.

#### 14. MAINTENANCE, ALTERATION AND IMPROVEMENT.

14.1 The maintenance, replacement and repair of the Common Areas and Facilities shall be the responsibility of the Condominium Association pursuant to the Condominium

Declaration, including without limitation the exterior portions of Limited Common Areas and Facilities appurtenant to the Club Units.

14.2 The Club Association shall be responsible for maintaining the interiors of the Club Units in good, clean, attractive, safe, and sanitary condition, order, and repair. Without limiting the generality of the foregoing, the Club Association shall be responsible for the cleaning, painting, repairing, maintaining, and replacing the interior surfaces of ceilings, walls, doors, and windows, and all cupboards, fixtures, floor coverings, appliances, equipment, improvements, materials and furnishings located within such Club Units and the interior portions of the appurtenant Limited Common Areas and Facilities. The Club Association shall also be responsible for providing maid service for such Club Units on a weekly basis. All goods, materials, labor, and services procured by the Club Association in performing its responsibilities under this Section 14 shall be paid for out of the Club Expense Fund.

14.3 The Association shall have the right, but not the obligation, to withhold use of each Club Unit during certain Use Periods for purposes of annual refurbishment and maintenance. Upon the written election of the Association, the Use Periods so withheld shall themselves be reserved for the exclusive purpose of refurbishment and maintenance as described in this Declaration.

14.4 The Board and the Club Manager shall have the irrevocable right to have access to any Club Unit when necessary in connection with any reasonable purpose, including without limitation, any maid service, cleaning, maintenance, repair, replacement, painting, landscaping, construction or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as is practicable under the circumstances and any damage caused thereby shall be repaired by the Association and charged as an Expense.

15 INSURANCE.

15.1 The Club Board shall obtain and maintain, or cause the Club Manager to obtain and maintain, at all times insurance of such types and kinds as is customarily carried with respect to projects similar in use to the Residence Club, to protect against any liability to the public, or to any user, arising out of or related to the use of or resulting from any accident occurring in or upon any portion of the Residence Club or any other license or easement granted hereunder. Specifically, the Club Board shall have the power to obtain and pay the cost of the following insurance coverage on and after the date on which the first deed of conveyance for a Club Interest to a non-Developer Club Owner is recorded in the office of the County Recorder for Washington County, Utah:

15.1.1 Insurance against loss or damage to the Club Units and Club Furnishings, including, without limitation, machinery used in the service of the Residence Club, by fire and other risks and hazards customarily covered by an insurance policy written on an all risk basis, including, to the extent available at a commercially reasonable cost, earthquake insurance in reasonable amounts. The amount of such all risk insurance shall be based on the full insurable replacement cost (less excavation and foundation costs) thereof at the time and place of loss, and the Club Board, or the Club Manager on behalf of the Club Board, shall either (A) annually update such stipulated

full replacement cost amount to reflect the then-current estimated full replacement cost thereof, or (B) procure and maintain an endorsement which provides for full reimbursement for the actual cost of repair or replacement thereof, without deduction for depreciation.

15.1.2 Insurance against hazards such as burglary and theft covering the Association-owned Club Furnishings that are located within the Club Units, and all other areas of the Project and the Residence Club or personal property owned by the Club Association.

15.1.3 To the extent available at a reasonable cost, insurance for continuing charges and expenses and such other risks and hazards customarily covered by business interruption insurance policies. Such business interruption insurance shall include, to the extent available at commercially reasonable rates and terms, the cost of temporary quarters for Club Owners and Guests in the event a Club Owner is relocated due to a peril insured in Section 15.1.1 above, and may include coverage for extra expenses arising out of operating the Residence Club, loss of fair rental value or uninhabitability of the Club Units, and such other risks and hazards customarily covered by such business interruption insurance policies.

15.1.4 General liability insurance against loss due to third party claims for bodily injury, death and property damage arising out of or in connection with the use, ownership or maintenance of the Club Units, with a combined single limit liability with regard thereto of not less than \$1,000,000.00 per occurrence. Such general liability coverage shall include medical payments coverage in reasonable amounts. The Club Association shall also procure and maintain one or more umbrella or excess liability insurance policies against loss or damage due to claims for bodily injury, death and property damage with a limit with regard thereto of not less than \$5,000,000.00 per occurrence.

15.1.5 To the extent available at a reasonable cost, directors' and officers' liability insurance, workers' compensation coverage, fidelity coverage and any other coverage deemed necessary or desirable by the Club Board. Such other policies of insurance shall cover such risks, be written by such insurers, and be in such amounts as the Club Board shall deem necessary and proper under the circumstances. The Club Association shall cause the Manager to provide a fidelity bond or insurance coverage for any employees of the Club Manager. If required by law, the Club Association shall also maintain a fidelity bond covering the Board of Directors and the Club Association's employees having control of, or access to, the funds of the Club Association. All fidelity bonds or insurance coverage described in this Section 15.1.5 shall include loss coverage ordinarily not less than the maximum amount of funds of the Club Association over which the principal(s) under the bond or insurance policy may reasonably be expected to have control or access at any time.

15.2 All insurance policies in Sections 15.1.1 through 15.1.4 obtained for the Club Association by the Club Board, or the Club Manager on the Board's behalf, shall collectively name all Club Owners (as a class) as additional insureds, as their respective interests may appear.

The Club Association shall also be named as a co-insured or an additional insured if it has title to any portion of the Residence Club or as a co-insured or an additional insured as agent for each of the Club Owners since title to each whole Club Unit is held by four Club Owners as tenants in common. To the extent required by law, liability insurance shall contain appropriate waivers of subrogation against any Club Owner or member of such Owner's household, and a provision that no act or omission by a Club Owner, unless acting within the scope of his or her authority on behalf of the Club Association, will void the policy or operate as a condition to recovery by any other person under such policy.

15.3 Any loss covered by the property policy as required under this Article shall be adjusted with the Club Association or the Club Manager, but the insurance proceeds for that loss shall be payable to an insurance trustee designated for that purpose by the Club Association. The insurance trustee shall hold any insurance proceeds in trust for the Club Association, Club Owners, and Mortgagees as their interests may appear. Unless the Club Board shall determine otherwise, the insurance trustee for described herein shall be the Club Manager. Subject to the provisions of Article 16 below, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Club Association, Club Owners, and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Residence Club has been completely repaired or restored, or the Residence Club is terminated. The surplus insurance proceeds, if any, shall be payable to each Club Owner based upon his, her or its Club Allocations.

15.4 The insurance maintained under this Article 15 shall not include coverage for the personal property of any Club Owner or any personal liability of any Club Owner.

## 16. DESTRUCTION OR DAMAGE.

Each Owner hereby irrevocably constitutes and appoints the Management Committee as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the improvements on the Common Areas and Facilities upon damage or destruction or a complete or partial taking as provided in the Condominium Declaration. Acceptance by any Owner of a deed or other instrument of conveyance from the Developer shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Management Committee shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Management Committee as attorney-in-fact. All insurance proceeds shall be payable to the Condominium Association except as otherwise provided in the Condominium Declaration or this Club Declaration.

## 17. MORTGAGEE PROTECTION.

17.1 The Board shall maintain a roster of Club Owners, which roster shall include the mailing addresses of all Owners. The Board shall also maintain a roster containing the name and address of each Eligible Mortgagee of a Club Interest as such term is defined herein and in Section 2.28 above. To be considered an Eligible Mortgagee, a First Mortgagee shall provide the Board with a copy of its recorded First Mortgage and the name and address of the First



Mortgagee and a statement that the Mortgage is a First Mortgage together with a written request that it receive notice of the matters and actions described below. The Board shall strike the Eligible Mortgagee from the roster upon such Eligible Mortgagee's request or upon the Board's receipt of a copy of a recorded full release or satisfaction of the Eligible Mortgage. The Board shall give notice of such removal to the Eligible Mortgagee unless the Eligible Mortgagee requested the removal. Upon the Association's receipt of such written request, an Eligible Mortgagee shall be entitled to timely written notice of:

17.1.1 Any condemnation loss or any casualty loss which affects a material portion of the Project, the Residence Club or any Club Unit associated with the specific Club Interest therein on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor;

17.1.2 Any delinquency in the payment of Assessments or Personal Charges owed by an Owner whose Club Interest is subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days; and

17.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Condominium Association and/or the Club Association.

17.2 The Board shall give to any Eligible Mortgagee on the roster written notification of any default by the mortgagor of the respective Owners in the performance of such mortgagor's obligations under this Club Declaration which is not cured within thirty (30) days.

17.3 Except as otherwise required by the Vacation Ownership Act, a First Mortgagee of any Club Interest who comes into possession of the Club Interest pursuant to the remedies provided in the First Mortgage or foreclosure of the First Mortgage, or by way of deed or assignment in lieu of foreclosure shall take the property free of any claims for unpaid Assessments or Personal Charges against the mortgaged Club Interest which accrued prior to the time such First Mortgagee comes into the possession of the Club Interest. Provided, however, such First Mortgagee shall be liable for claims for a pro rata share of such unpaid Assessments or Personal Charges resulting from a pro rata reallocation of such Assessment or Personal Charges to all Club Interests, including the mortgaged Club Interest. Furthermore, for the benefit of the First Mortgagee or the new Owner, upon such foreclosure or deed or assignment in lieu of foreclosure, the Association shall reinstate any rights with respect to any Club Interest which have been suspended as a result of the original defaulting Owner.

17.4 Except as otherwise required by the Vacation Ownership Act, any liens created under the Vacation Ownership Act, pursuant to this Declaration or by the Condominium Association or Club Association upon any Club Interest shall be subject and subordinate to and shall not affect the rights of a First Mortgagee under a First Mortgage on such Club Interest made in good faith and for value; provided, however, that any lien created after a foreclosure sale shall have the same effect and be enforced in the same manner as provided in the Vacation Ownership Act and the Governing Documents.

17.5 No amendment to this Section 17 shall materially adversely affect the rights of a First Mortgagee under Section 17.1 above who has recorded a valid First Mortgage prior to the recordation of any such amendment.

#### 18. AMENDMENT AND TERMINATION.

18.1 Except as otherwise provided in this Declaration or by the Vacation Ownership Act, the provisions of this Declaration may be amended or terminated by the affirmative vote or written assent of at least a majority of the Total Votes of the Club Interests residing in Owners other than Developer. Any such Amendment shall be evidenced by an instrument containing a certification from an officer of the Association designated for that purpose, or in the absence of such designation, by the President of the Association, that the appropriate consent has been obtained, and shall be duly recorded in the Office of the Washington County Recorder. The percentage of votes necessary to amend a specific clause in this Declaration shall not be less than the percentage of affirmative votes or written assents required for action to be taken under that clause. No Amendment may change the boundaries of a Club Unit, the Club Allocation of a Club Interest or the use to which any Club Unit is restricted without the unanimous consent of the Owner(s) of the Club Interest(s) so affected, and the consent of Owners holding a majority of the Total Votes of the Club Interests associated with the remaining Club Interests.

18.2 Developer alone may amend or terminate this Declaration prior to the closing of a sale of the first Club Interest. Notwithstanding anything contained in this Declaration to the contrary, Developer may unilaterally amend this Declaration at any time and from time to time if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Club Units or Club Interests subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Club Interest unless any such Owner shall consent thereto in writing. Further, prior to the expiration of the Developer's control period as described in Section 9.4 above, Developer may unilaterally amend this Declaration for any other purpose so long as any such Amendment does not materially adversely affect title to any property without the consent of the affected Owner.

18.3 Anything in this Section 18 or this Declaration to the contrary notwithstanding, Developer reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by any regulatory agency governing these documents, FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Club Interest(s) or any portions thereof. Any such Amendment shall be effected by the recordation by Developer of an Amendment in the Office of the County Recorder for Washington County, Utah, duly signed by or on behalf of the members, authorized agents, or authorized officers of Developer, as applicable, with their signatures acknowledged, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the Amendment and setting forth the amendatory language requested by such agency or institution.

Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an Amendment, and such Amendment, when recorded, shall be binding upon all of the Residence Club and all persons having an interest therein.

18.4 In addition to the vote required by Section 18.1, except as otherwise provided in this Declaration or by the Vacation Ownership Act (including, but not limited to, Developer's unilateral right to exercise Developer Rights), any Amendment which shall modify the rights granted to Mortgagees under Section 17 shall require the vote or written assent of sixty-seven percent (67%) of all Eligible Mortgagees.

18.5 No provision of this Club Declaration reserving or granting to Developer the Developer Rights shall be amended without the prior written consent of Developer, which consent may be withheld for any reason or for no reason at Developer's sole and exclusive discretion.

#### 19. EASEMENTS, COVENANTS AND RESTRICTIONS.

All conveyances of Club Interests hereafter made, whether by Developer or otherwise, shall be construed to grant and reserve such easements as are provided in the Condominium Declaration, even though no specific reference to such easements appears in this Club Declaration or in any such conveyance.

#### 20. NOTICES.

To the extent permitted by Utah law, any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, certified or registered mail, by express mail, overnight courier service providing receipt of delivery, by facsimile transmission or by electronic mail return receipt requested. Notice to Owners shall be addressed to each Owner at the physical or electronic address given by such Owners to the Board for the purpose of service of such notice or to the Club Unit of such Owner if no such address has been given to the Board. Notice shall be deemed given when actually received if personally delivered or sent by overnight courier; if faxed, when the fax is received, except that if the fax is received at a time other than the normal business hours of the office or home at which it is received, on the next regular business day; if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States Mail, properly addressed and postage prepaid; or if by electronic mail, when the email is received, except that if the email is received at a time other than the normal business hours of the office or home at which it is received, on the next regular business day. Such physical or electronic address may be changed from time to time by notice in writing to the Board addressed to:

The Residence Club at Red Mountain Owners Association, Inc.  
c/o Pivotal Mark II, L.L.C.  
2555 East Camelback Road, Suite 700  
Phoenix, Arizona 85016  
Attention: Richard Garner

21. NO WAIVER.

The failure of the Board, or its agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or the Bylaws to exercise any right or right herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agents or designees of the payment of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

22. ENFORCEMENT.

All Owners, guests or lessees of an Owner, and persons under such Owner's control, shall strictly comply with the provisions of the Governing Documents. Failure to so comply shall be grounds for: (i) an action to recover sums due for damages or injunctive relief or both, maintainable by the Board or their agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner; and/or (ii) the Board to impose monetary penalties or a fine of fifty dollars (\$50.00), or a different amount set by the Board in its sole and exclusive discretion for each failure to comply; and/or (iii) temporary suspensions of the right to vote on matters related to the Project or the Residence Club; and/or (iv) temporary suspensions of an Owner's right to the use of the Common Areas and Facilities, a Club Unit, the Project and the Residence Club; and/or other appropriate discipline so long as any such Owner has been given notice and has had an opportunity to present a written or oral defense to the charges in a hearing. The Board shall determine whether the Owner's defense shall be oral or written. After the hearing, but before any disciplinary action is taken, the Owner shall be notified of the decision of the Board. The Board may delegate to the Club Manager the power and authority to carry out disciplinary actions duly imposed. A fine may be assessed only if the Owner or other person alleged to have violated a provision of the Governing Documents has received notice of the alleged violation and has had the opportunity to request a hearing on the alleged violation and at least thirty (30) days before the alleged violation the person alleged to have violated the rule was given written notice of the rule or any amendment to the rule.

23. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

24. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

25. CONTROLLING LAW.

This Declaration shall be construed and controlled by and under the laws of the State of Utah.

26. EFFECTIVE DATE.

This Declaration shall take effect when recorded in the office of the County Recorder for Washington County, Utah.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 19th day of October, 2004.

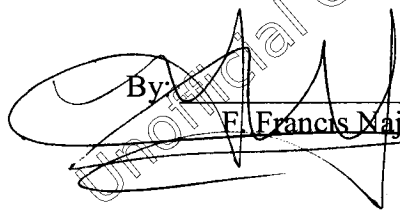
**DEVELOPER:**

PIVOTAL MARK II, L.L.C.,  
an Arizona limited liability company

By: Pivotal Spa I, L.L.C.,  
Its: Administrative Member

By: Pivotal Group X, L.L.C.,  
Its: Administrative Member

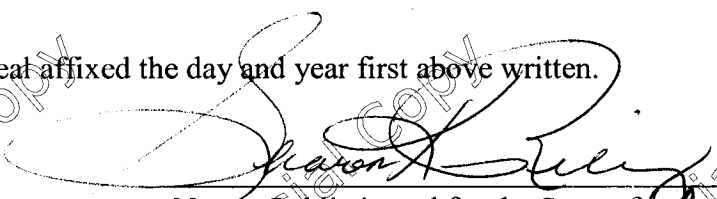
By: F. Francis Najafi, Trustee of the Najafi  
Family Trust  
Its: Administrative Member

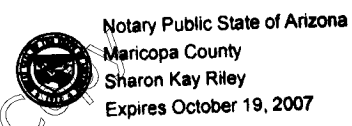
By:   
F. Francis Najafi, Trustee

STATE OF Arizona  
COUNTY OF Maricopa :SS

On this 19th day of October, 2004, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared F. Francis Najafi, Trustee of the Najafi Trust dated July 30, 1996, the Administrative Member of Pivotal Group X, L.L.C., an Arizona limited liability company, the Managing Member of Pivotal Spa I, L.L.C., an Arizona limited liability company, the Manager of Pivotal Mark II, L.L.C., an Arizona limited liability company.

Witness my hand and official seal affixed the day and year first above written.

  
Notary Public in and for the State of AZ  
Residing at 2909 W Neoma Xdr  
My appointment expires: 10-19-2007



**EXHIBIT A****The Residence Club at Red Mountain Legal Description**

All of Units M1, M2, M3 and M4, Building M, as established and described in that certain Final Plat of The Villas at Red Mountain, Phase I, recorded January 2, 2003, in Book 1512, at Page 1910, Instrument No. 796847, in the office of the County Recorder for Washington County, State of Utah, as the same may be amended from time to time; and all of Units N1, N2, N3, N4, Building N, and Units X1, X2, X3 and X4, Building X, as established and described in that certain Final Plat of The Condominiums at Red Mountain, Phase II, Amended, recorded 11-16, 2004, in Book 1688 at Page 183 Instrument No. 911209 in the office of the County Recorder for Washington County, State of Utah, as the same may be amended from time to time; and the accompanying Amended and Restated Declaration of Condominium for The Villas at Red Mountain, a Condominium Development (n/k/a The Condominiums at Red Mountain), recorded February 11, 2003, in Book 1521, at Page 2439, Instrument No. 803265, in the official records of Washington County, Utah, as amended by that certain First Amendment to Amended and Restated Declaration of Condominium for The Villas at Red Mountain, a Condominium Development (n/k/a The Condominiums at Red Mountain), recorded March 25, 2003, in Book 1532, at Page 514, Instrument No. 810382, in the official records of Washington County, Utah, as further amended by that certain Second Amendment to Amended and Restated Declaration of Condominium for The Condominiums at Red Mountain, a Condominium Development, recorded 11-16, 2004, in Book 1688 at Page 184-217 Instrument No. 911216 in the official records of Washington County, Utah, which Second Amendment changed the name of the Project from "The Villas at Red Mountain" to "The Condominiums at Red Mountain", as such Declaration may be further amended from time to time, together with the undivided fee ownership interest in the Common Areas and Facilities appurtenant to said Club Units as set forth in said Condominium Declaration.

**EXHIBIT B****The Residence Club at Red Mountain*****Schedule of Club Units, Club Interests, Approximate Square Footage,  
Votes and Club Allocations***

<b>Club Unit No.</b>	<b>Club Interest ID</b>	<b>Appx. Club Unit Sq. Ft.</b>	<b>No. of Votes Per Club Interest in the Condominium Association</b>	<b>No. of Votes Per Club Interest in the Club Association</b>	<b>Club Allocation</b>	<b>Location of Club Interest in Calendar<sup>2</sup></b>
M1	1010-1	1750	1/4	1	0.0048077%	See Exhibit C
M1	1010-2	1750	1/4	1	0.0048077%	See Exhibit C
M1	1010-3	1750	1/4	1	0.0048077%	See Exhibit C
M1	1010-4	1750	1/4	1	0.0048077%	See Exhibit C
M2	1020-1	1750	1/4	1	0.0048077%	See Exhibit C
M2	1020-2	1750	1/4	1	0.0048077%	See Exhibit C
M2	1020-3	1750	1/4	1	0.0048077%	See Exhibit C
M2	1020-4	1750	1/4	1	0.0048077%	See Exhibit C
M3	2010-1	1750	1/4	1	0.0048077%	See Exhibit C
M3	2010-2	1750	1/4	1	0.0048077%	See Exhibit C
M3	2010-3	1750	1/4	1	0.0048077%	See Exhibit C
M3	2010-4	1750	1/4	1	0.0048077%	See Exhibit C
M4	2020-1	1750	1/4	1	0.0048077%	See Exhibit C
M4	2020-2	1750	1/4	1	0.0048077%	See Exhibit C
M4	2020-3	1750	1/4	1	0.0048077%	See Exhibit C
M4	2020-4	1750	1/4	1	0.0048077%	See Exhibit C
N1	1030-1	1750	1/4	1	0.0048077%	See Exhibit C
N1	1030-2	1750	1/4	1	0.0048077%	See Exhibit C
N1	1030-3	1750	1/4	1	0.0048077%	See Exhibit C
N1	1030-4	1750	1/4	1	0.0048077%	See Exhibit C
N2	1040-1	1750	1/4	1	0.0048077%	See Exhibit C
N2	1040-2	1750	1/4	1	0.0048077%	See Exhibit C
N2	1040-3	1750	1/4	1	0.0048077%	See Exhibit C
N2	1040-4	1750	1/4	1	0.0048077%	See Exhibit C
N3	2030-1	1750	1/4	1	0.0048077%	See Exhibit C
N3	2030-2	1750	1/4	1	0.0048077%	See Exhibit C
N3	2030-3	1750	1/4	1	0.0048077%	See Exhibit C
N3	2030-4	1750	1/4	1	0.0048077%	See Exhibit C
N4	2040-1	1750	1/4	1	0.0048077%	See Exhibit C
N4	2040-2	1750	1/4	1	0.0048077%	See Exhibit C
N4	2040-3	1750	1/4	1	0.0048077%	See Exhibit C
N4	2040-4	1750	1/4	1	0.0048077%	See Exhibit C



Club Unit No.	Club Interest ID	Appx. Club Unit Sq. Ft.	No. of Votes Per Club Interest in the Condominium Association	No. of Votes Per Club Interest in the Club Association	Club Allocation <sup>1</sup>	Location of Club Interest in Calendar <sup>2</sup>
X1	1230-1	1750	1/4	1	0.0048077%	See Exhibit C
X1	1230-2	1750	1/4	1	0.0048077%	See Exhibit C
X1	1230-3	1750	1/4	1	0.0048077%	See Exhibit C
X1	1230-4	1750	1/4	1	0.0048077%	See Exhibit C
X2	1240-1	1750	1/4	1	0.0048077%	See Exhibit C
X2	1240-2	1750	1/4	1	0.0048077%	See Exhibit C
X2	1240-3	1750	1/4	1	0.0048077%	See Exhibit C
X2	1240-4	1750	1/4	1	0.0048077%	See Exhibit C
X3	2230-1	1750	1/4	1	0.0048077%	See Exhibit C
X3	2230-2	1750	1/4	1	0.0048077%	See Exhibit C
X3	2230-3	1750	1/4	1	0.0048077%	See Exhibit C
X3	2230-4	1750	1/4	1	0.0048077%	See Exhibit C
X4	2040-1	1750	1/4	1	0.0048077%	See Exhibit C
X4	2040-2	1750	1/4	1	0.0048077%	See Exhibit C
X4	2040-3	1750	1/4	1	0.0048077%	See Exhibit C
X4	2040-4	1750	1/4	1	0.0048077%	See Exhibit C
Total <sup>3</sup>	48	21,000	12	48	0.2307696%	

<sup>1</sup> The total is the sum of the portion of the Common Expenses allocated to the Club Units pursuant to the Condominium Declaration.

<sup>2</sup> The Occupancy Schedule showing the location of each Club Interest in the calendar year and when such Club Interests are available for occupancy by Club Owners are set forth in Exhibit C to this Club Declaration.

<sup>3</sup> The total is the sum of every Club Interest in the Project and the total square footage of Club Units within the Residence Club.

**EXHIBIT C**

**The Residence Club at Red Mountain**

**One-quarter (1/4) Share Occupancy Schedule**

**Residence Owners Calendar 2005**

Week Starting	1010	1020	1030	1040	1230	1240	2010	2020	2030	2040	2230	2240
1/2/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
1/9/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
1/16/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
1/23/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
1/30/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
2/6/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
2/13/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
2/20/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
2/27/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
3/6/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
3/13/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
3/20/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
3/27/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
4/3/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
4/10/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
4/17/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
4/24/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
5/1/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
5/8/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
5/15/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
5/22/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
5/29/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
6/5/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
6/12/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
6/19/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
6/26/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
7/3/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
7/10/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
7/17/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
7/24/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
7/31/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
8/7/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
8/14/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
8/21/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
8/28/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
9/4/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
9/11/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
9/18/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2

Week Starting	1010	1020	1030	1040	1230	1240	2010	2020	2030	2040	2230	2240
9/25/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
10/2/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
10/9/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
10/16/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
10/23/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
10/30/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
11/6/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
11/13/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
11/20/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
11/27/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
12/4/2005	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
12/11/2005	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
12/18/2005	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
12/25/2005	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4



10/22/2006 1010-3 1020-3 1030-3 1040-3 1230-3 1240-3 2010-3 2020-3 2030-3 2040-3 2230-3 2240-3  
10/29/2006 1010-4 1020-4 1030-4 1040-4 1230-4 1240-4 2010-4 2020-4 2030-4 2040-4 2230-4 2240-4  
11/5/2006 1010-1 1020-1 1030-1 1040-1 1230-1 1240-1 2010-1 2020-1 2030-1 2040-1 2230-1 2240-1  
11/12/2006 1010-2 1020-2 1030-2 1040-2 1230-2 1240-2 2010-2 2020-2 2030-2 2040-2 2230-2 2240-2  
11/19/2006 1010-3 1020-3 1030-3 1040-3 1230-3 1240-3 2010-3 2020-3 2030-3 2040-3 2230-3 2240-3  
11/26/2006 1010-4 1020-4 1030-4 1040-4 1230-4 1240-4 2010-4 2020-4 2030-4 2040-4 2230-4 2240-4  
12/3/2006 1010-1 1020-1 1030-1 1040-1 1230-1 1240-1 2010-1 2020-1 2030-1 2040-1 2230-1 2240-1  
12/10/2006 1010-2 1020-2 1030-2 1040-2 1230-2 1240-2 2010-2 2020-2 2030-2 2040-2 2230-2 2240-2  
12/17/2006 1010-3 1020-3 1030-3 1040-3 1230-3 1240-3 2010-3 2020-3 2030-3 2040-3 2230-3 2240-3  
12/24/2006 1010-4 1020-4 1030-4 1040-4 1230-4 1240-4 2010-4 2020-4 2030-4 2040-4 2230-4 2240-4  
12/31/2006 1010-1 1020-1 1030-1 1040-1 1230-1 1240-1 2010-1 2020-1 2030-1 2040-1 2230-1 2240-1

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**Week Starting** 1010 1020 1030 1040 1230 1240 2010 2020 2030 2040 2230 2240

10/28/2007	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
11/4/2007	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
11/11/2007	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
11/18/2007	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
11/25/2007	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
12/2/2007	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
12/9/2007	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
12/16/2007	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
12/23/2007	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
12/30/2007	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1

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Week Starting	1010	1020	1030	1040	1230	1240	2010	2020	2030	2040	2230	2240
10/26/2008	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
11/2/2008	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
11/9/2008	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
11/16/2008	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
11/23/2008	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
11/30/2008	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
12/7/2008	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
12/14/2008	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
12/21/2008	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
12/28/2008	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1

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Residence Owners Calendar 2009

Week Starting	1010	1020	1030	1040	1230	1240	2010	2020	2030	2040	2230	2240
1/4/2009	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
1/11/2009	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
1/18/2009	1010-4	1020-4	1030-4	1040-4	1230-4	1240-4	2010-4	2020-4	2030-4	2040-4	2230-4	2240-4
1/25/2009	1010-1	1020-1	1030-1	1040-1	1230-1	1240-1	2010-1	2020-1	2030-1	2040-1	2230-1	2240-1
2/1/2009	1010-2	1020-2	1030-2	1040-2	1230-2	1240-2	2010-2	2020-2	2030-2	2040-2	2230-2	2240-2
2/8/2009	1010-3	1020-3	1030-3	1040-3	1230-3	1240-3	2010-3	2020-3	2030-3	2040-3	2230-3	2240-3
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