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DOC # 20180031979

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After Recording mail to:
Jenkins Bagley, PLLC
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285 W. Tabernacle, Ste. 301
St. George, UT 84770

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

LAS PALMAS RESORT CONDOMINIUMS

(A Utah Expanded and Expandable Condominium Community)

Prepared by:

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PREAMBLE

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (the "Declaration") was approved, pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Sections 57-8-1, through 57-8-58, as amended and supplemented from time to time (the "Act"), by sixty-seven percent (67%) or more of the voting interests of the Association and sixty-seven percent (67%) or more of the Mortgagees (defined below) and is effective as of the moment such approvals were obtained. This amended and restated instrument hereby amends and restates, in the entirety, and substitutes for the following:

Part I¹:

- Declaration of Condominium of Las Palmas Resort Condominiums, Phase IA, recorded in the records of the Washington County Recorder as Entry No. 00269186, in Book 364, at Page 99, recorded on November 30, 1984;
- Supplemental Declaration, recorded in the records of the Washington County Recorder as Entry No. 00278128, in Book 387, at Page 208, recorded on July 1, 1985;
- Amendment to Declaration of Condominium of Las Palmas Resort Condominiums, recorded in the records of the Washington County Recorder as Entry No. 00280754, in Book 386, at Page 383, recorded on August 27, 1985;
- Amendment to Declaration of Condominium of Las Palmas Resort Condominiums, recorded in the records of the Washington County Recorder as Entry No. 00282479, in Book 389, at Page 845, recorded on October 3, 1985;
- Amendment to Declaration of Condominium, recorded in the records of the Washington County Recorder as Entry No. 00290171, in Book 404, at Page 790, recorded on March 7, 1986;
- Notice of Merger, recorded in the records of the Washington County Recorder as Entry No. 00552313, in Book 1061, at Page 0028, recorded on December 17, 1996; and
- Any other amendments, supplements, or annexing documents to the Declaration of Condominiums of Las Palmas Resort Condominiums, Phase IA, whether or not recorded with the Washington County Recorder.

Part II²:

- Declaration of Condominium of Las Palmas Resort Condominiums II, recorded in the records of the Washington County Recorder as Entry No. 00533360, in Book 1004, at Page 0001, recorded on May 23, 1996;
- Amendment to Declaration of Condominium of Las Palmas Resort Condominiums II, recorded in the records of the Washington County Recorder as Entry No. 00552312, in Book 1061, at Page 0023, recorded on December 17, 1996;
- Supplement to Declaration of Condominium of Las Palmas Resort Condominiums II, recorded in the records of the Washington County Recorder as Entry No. 00611495, in Book 1238, at Page 0779, recorded on July 27, 1998;

¹ Comprising Buildings 1, 2, 3, 4, 5, 14, 15, and 16.

² Comprising Buildings 6, 7, 8, 9, 10, 12, 17, 18, 19, 20, and 21.

- Supplement to Declaration of Condominiums of Las Palmas Resort Condominiums II Phase III, recorded in the records of the Washington County Recorder as Entry No. 00727192, in Book 1416, at Page 1522, recorded on July 6, 2001;
- Supplement to Declaration of Condominiums of Las Palmas Resort Condominiums II Phase IV, recorded in the records of the Washington County Recorder as Entry No. 00807368, in Book 1527, at Page 2221, recorded on March 6, 2003;
- Supplement to Declaration of Condominiums of Las Palmas Resort Condominiums II Phase V, recorded in the records of the Washington County Recorder as Entry No. 00820548, in Book 1548, at Page 0236, recorded May 21, 2003;
- Supplement to Declaration of Condominiums of Las Palmas Resort Condominiums II Phase VI, recorded in the records of the Washington County Recorder as Entry No. 00820550, in Book 1548, at Page 0248, recorded May 21, 2003;
- Supplement to Declaration of Condominiums of Las Palmas Resort Condominiums II Phase VII, recorded in the records of the Washington County Recorder as Entry No. 00820552, in Book 1548, at Page 0261, recorded May 21, 2003;
- Supplement to Declaration of Condominiums of Las Palmas Resort Condominiums II Phase VIII, recorded in the records of the Washington County Recorder as Entry No. 00820554, in Book 1548, at Page 0274, recorded May 21, 2003;
- Restated and Amended Supplement to Declaration of Condominiums of Las Palmas Resort Condominiums II Phase VI, recorded in the records of the Washington County Recorder as Entry No. 00928954, in Book 1416, at Page 2013, recorded February 25, 2005; and
- Any other amendments, supplements, or annexing documents to the Declaration of Condominiums of Las Palmas Resort Condominiums II, whether or not recorded with the Washington County Recorder.

The real property subject to the above stated instruments, including the Property described in Exhibit D (the Pool Complex) and any real property hereafter made subject to this Declaration shall be referred to as the "Project."

WITNESSETH

WHEREAS, the Las Palmas Owners Association has jurisdiction of the properties within the Project; and

WHEREAS, in addition to the instruments cited in the Preamble, the Project has been subjected to various Record of Survey Maps and the terms and conditions contained therein; and

WHEREAS, the Association and its Unit Owners intend that the Project, including all improvements constructed thereon or added thereto, be subjected to Record of Survey Maps, as amended from time to time, this Declaration, and the Act for the mutual benefit of all Units within the Project and the Owners thereof.

NOW, THEREFORE, the following declarations, covenants, conditions and restrictions are covenants of equitable servitude running with the land in perpetuity, unless terminated as provided for in this Declaration or the Act.

I. DEFINITIONS

When used in this Declaration, including the recitals and preamble hereto, the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1.1 "Act" shall mean and refer to the Utah Condominium Ownership Act. (Sections 57-8-1 through 57-8-58 Utah Code Annotated (1953)) as the same may be amended from time to time.

1.2 "Additional Land" shall mean that real property located in Washington County, State of Utah, which the Unit Owners consent to add to the Project, subject to the requirements, conditions and restrictions of the Act and Article VI hereof.

1.3 "Articles" shall mean the Articles of Incorporation for the Association filed with the Utah Division of Corporations and Commercial Code.

1.4 "Association" shall mean the Las Palmas Owners Association, a Utah corporation.

1.5 "Building" or "Buildings" shall mean those certain building(s) that have been or will be constructed on the Subject Property, as such building(s) are shown on the Map.

1.6 "Bylaws" shall mean the Bylaws of the Association, attached hereto as Exhibit "C".

1.7 "Common Area and Facilities" or "Common Areas" shall mean, refer to, and include:

- (a) The real property (Subject Property of Project) and interests in real property which the instruments cited in the preamble submitted to, and this Declaration continues to submit to, the provisions of the Act, but excluding Units.
- (b) All Common Areas designated as such on the Map.
- (c) All Limited Common Areas and Facilities, if any.
- (d) All foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of any and all Buildings.
- (e) All installations for any and all equipment connected with the furnishing of Project utility services such as electricity, heating, air conditioning, water and sewer.

(f) All tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus, installations and facilities included within the Project and existing for common use.

(g) The outdoor lighting, fences, landscaping, walkways, driveways, open parking spaces, yards, roads and fences.

(h) All portions of the Project not specifically included within the individual Units.

(i) All Common Areas and Facilities as defined in the Act, whether or not enumerated herein.

(j) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

1.8 “Common Expenses” shall mean all sums which are assessed against and expended on behalf of all Owners and all sums which are required by the Association to perform or exercise its functions, duties or rights under the Act, this Declaration, the management agreement for the operation of the Project, if any, and such Rules and Regulations of the Association as may be adopted from time to time. By way of illustration, but not in limitation, Common Expenses shall include: (i) expenses of administration, maintenance, operation, repair and replacement of those components of the Common Area that must be maintained and/or replaced on a periodic basis, together with such reserves as may be from time to time established for the same by the Association; (ii) expenses agreed upon by the Association, or the Owners, and lawfully assessed against the Owners in accordance with the Declaration; (iii) expenses declared to be Common Expenses by the Act, by this Declaration, or the Bylaws; (iv) any valid charge against the Project as a whole; (v) taxes and insurance; and (vi) any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or the Act.

1.9 “Condominium Unit” and or “Unit” shall mean a separate physical part of the Property intended for independent use, consisting of rooms or spaces located in a Building as designated on the Map and the Percentage Interest appurtenant thereto. Mechanical equipment and appurtenances located within any one (1) Unit or located without said Unit but designated and designed to serve only that Unit shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, among other items, and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other utility lines or installations constituting part of a Unit and serving only such Unit, and any structural members or any other Property of any kind, including fixtures and appliances within such Unit, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the Building within which such Unit is situated shall be considered part of the Unit. A Unit shall not include pipes, wires, conduits, or other utility lines running through it which are used for or which serve more than one (1) Unit and shall not include any load-bearing walls or floors comprising a part of a Building in which the Unit is located. Each Unit shall include its appurtenant Percentage Interest in the Common Areas and Facilities.

1.10 "Declarant" shall mean and refer to those Persons identified as Declarant in the instruments cited in the preamble.

1.11 "Declaration" shall mean and refer to this instrument and all modifications, amendments and/or supplements made in accordance with the Act and the provisions hereof.

1.12 "Expanded and Expandable Condominium Project" shall mean (i) that both Parts I and II of the Project were created by a Declarant as an Expandable Condominium Project under the Act; (ii) that after the rights to expand Part I expired Part II was separately developed and thereafter governance of Part I and Part II of the Project was expanded and consolidated under a Plan of Merger dated September 13, 1996, and other documents related thereto; (iii) that the covenants, conditions and restrictions of the Project are further expanded and consolidated under this Declaration; (iv) that the real property identified in Exhibit "D" (commonly referred to as the Pool Complex) has previous to the adoption of this Declaration been approved for addition to the Project by the Owners and/or is hereby ratified by the adoption of this Declaration; and (v) that under Article VI, the Association may further expand the Project by annexing other lands adjacent to the Project.

1.13 "Limited Common Areas" shall mean those Common Areas and Facilities designated herein or on the Map as reserved for the use of a certain Unit or Units to the exclusion of other Units.

1.14 "Management Committee" or "Committee" shall mean the committee charged by this Declaration with and having the responsibility and on behalf of the Association to make and enforce all of the reasonable Rules and Regulations covering the operation and maintenance of the Property. The Management Committee or Committee is also synonymous with the term Directors, Board or Board of Directors as used in the Bylaws and Articles and the members of such Committee shall be the Directors.

1.15 "Manager" shall mean the person, firm, or company, if any, designated from time to time by the Association, by order of the Committee, to manage, in whole or in part, the business and affairs of the Association and the Project.

1.16 "Member" shall mean a member of the Association.

1.17 "Mortgage" shall mean and include a mortgage, a deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

1.18 "Mortgagee" shall mean and include a mortgagee under a first Mortgage on any Unit, a beneficiary of a first deed of trust on any Unit, or a secured party of any other security instrument by which a Unit or any part thereof is encumbered in a first position.

1.19 "Owner" or "Unit Owner" shall mean the person or persons owning in fee simple a Unit in the Project, and an undivided interest in the fee simple estate of the Common Areas and Facilities in the percentages specified herein, In the event a Unit is the subject of any executor

contract of sale, the contract purchaser shall, unless the Seller and the purchaser have otherwise agreed and have informed the Association in writing of such agreement, be considered the Owner for purposes of voting.

1.20 "Percentage Interest" shall mean the undivided percentage interest of each Unit Owner in the Common Area and Facilities of the Property. The Percentage Interest which is appurtenant to a Unit shall be equal to the ratio between the Par Value of such Unit and the aggregate of all Par Values in the Project. The Percentage Interest of each Unit is set forth in Exhibit "B" attached hereto and incorporated herein by reference.

1.21 "Person" shall mean an individual, corporation, partnership, association, trustee or other legal entity.

1.22 "Project" shall mean the Property submitted to the provisions of the Act by this Declaration and the Map, sometimes referred to and known as "Las Palmas II Condominiums"

1.23 "Property" shall mean the Subject Property, the Buildings, all improvements and structures on the Subject Property, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

1.24 "Record of Survey Map" and "Map" shall mean and refer to the Record of Survey Maps recorded in the Official Records of the County Recorder of Washington County, State of Utah which pertain to the Project, and all modifications, amendments, and/or all supplements thereto recorded in accordance with the Act and this Declaration including, but not by way of limitation, the provisions of Article VI (Expandable Condominiums) hereof.

1.25 "Rules and Regulations" shall mean reasonable rules and regulations for the Association which have been promulgated by the Management Committee as provided for in Section 8.4.

1.26 "Par Value" shall mean the value assigned to a Unit in consideration of its size, number of bedrooms, number of bathrooms, and historic allocation, , with relative size being the primary factor and historic allocation the secondary factor and no single other factor being controlling, , as set forth in this Declaration or in any amendment or supplement hereto pursuant to Article VI and/or Article VII hereof, which shall be conclusive.

1.27 "Subject Property" shall mean the real property upon which the Project is situated, as more particularly described in Article II of this Declaration.

1.28 "Unit Number" shall mean the number, letter or combination thereof designating a Unit within the Project.

II. SUBMISSION TO THE ACT

The Association hereby submits to the provisions of the Act, subject to the covenants, conditions and restrictions herein contained, the real property ("Subject Property") situated in Washington County, State of Utah.

The real property described upon Exhibit "A", together with all Expandable Land added to the Project.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the real property).

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the real property or any portion thereof, including, without limitation, any Mortgage or deed of trust; all visible easements, encroachments, or discrepancies shown on or revealed by the Map or otherwise existing; an easement for each and every pipeline, cable, wire, utility line, or similar facility which traverses or partially occupies the real property at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

III. IMPROVEMENTS ON LAND

3.1 Description of Improvements. The improvements contained in the Project are now or will be located upon the Subject Property. The major improvements contained in the Project include three-story condominium Buildings without basements and containing enclosed garages. The location and configuration of said improvement areas are shown on the Map. The Project also contains other improvements such as outdoor lighting, walkways, landscaping and fencing. The Map shows the number of Buildings, the number of Units which are included in the Project and the general parking areas. Each Building is composed of the following building materials; exterior walls consisting of stucco; clay tile roof; interior walls of stick lumber construction with walls finished with sheet rock according to applicable building codes.

3.2 Description and Legal Status of Units. The Map shows each Unit Number, its location, dimensions from which its Size may be determined, the Common Areas to which it has immediate access and the Limited Common Areas, if any, reserved for each Unit.

3.3 Contents of Exhibit "B". Exhibit "B" to this Declaration contains the following information with respect to each Unit contained in the Project: (i) the Unit Number; (ii) its Par Value; (iii) the Percentage Interest which is assigned to and appurtenant to the Unit; and (iv) the number of votes of the Owner of the Unit as a Member of the Association.

IV. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Estates of an Owner. The Project is hereby divided into Units, each consisting of a fee simple interest in a Unit and a Percentage Interest as set forth in the attached Exhibit "B". The Percentage Interests set forth in Exhibit "B" are hereby declared to be appurtenant to the respective Units.

4.2 Title. Title to a Unit may be held or owned by any Person or more than one (1) Person and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenants or tenancy in common.

4.3 Inseparability. No part of a Unit or the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of ownership prescribed herein, so that each Unit and the Percentage Interest appurtenant to such Unit shall always be conveyed, devised, encumbered, or otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of Unit shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

4.4 Right to Combine Units. With the prior written consent of the Committee, two (2) Units may be utilized by the Owner or Owners thereof as if they were one (1) Unit. To the extent permitted in the written consent of the Committee, any walls, floors, or other structural separations between any two (2) such Units, or any space which would be occupied by such structural separations but for the utilization of the two (2) Units as one (1) Unit, may, for as long as the two (2) Units are utilized as one (1) Unit, be utilized by the Owner or Owners of the adjoining Units as Limited Common Areas, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use, or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one (1) of such adjoining Units, any opening between the two (2) Units which, but for joint utilization of the two (2) Units, would have been occupied by such structural separations, shall be closed, at the equal expense of the Owner or Owners of each of the two (2) Units and the structural separations between the two (2) Units shall thereupon revert to Common Areas.

4.5 Computation of Percentage Interests. The Percentage Interest which is appurtenant to a Unit shall be equal to the ratio between the Par Value of such Unit and the aggregate Par Value of all Units in the Project. The Management Committee is reserved the right to make minor adjustments in some or all of the Percentage Interest which result from the strict application thereof for the purpose, of assuring that the total of all Percentage Interests equals one hundred percent (100%). Percentage Interests shall be for the purposes of participation in Common Expenses. Combined Units shall participate in voting and Common Expenses as though the Units had not been combined.

4.6 Partition Not Permitted. The Common Areas shall be owned in common by all the Owners of Units and no Owner may bring any action for partition thereof, except as provided under Section 57-8-7(3) of the Act or Utah Code Section 10-9a-606.

4.7 Prohibition Against Subdivision of a Unit. Except as provided in this Article IV, no Unit Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map.

4.8 Owner's Rights to Common Areas. Subject to the limitations contained in this Declaration, any Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein for exclusive use by such Owner or Owners.

4.9 Owner's Rights with Respect to Interiors. Each Owner shall have the exclusive right at his sole cost and expense to maintain, repair, paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries.

4.10 Easement for Access of Units. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to the Limited Common Areas, if any, designated for use in connection with his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

4.11 Easement for Encroachments. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does hereby exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does hereby exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building, by error in the Map, by settling, rising or shifting of the earth, or by change in position caused by repair or reconstruction of the Project or any part thereof.

4.12 Easement of Access for Repair, Maintenance and Emergencies. Some of the Common Areas, Common Facilities, and/or Limited Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. After reasonable notice to the occupant of the unit being entered, the Manager or Management Committee may access a unit:

From time to time during reasonable hours, as may be necessary for the maintenance, repair, or replacement of any of the Common Areas and Facilities; or for making emergency repairs. The Association is liable to repair damage it causes to the Common Areas and Facilities or to a unit the Association uses to access the Common Areas and Facilities. The Association shall repair damage described in this Section within a time that is reasonable under the circumstances. As used in this section: (i) "Emergency repairs" means any repairs that, if not made in a timely manner, will likely result in immediate and substantial damage to the Common Areas and Facilities or to another unit or units; and (ii) "Reasonable notice" means: written notice that is hand delivered to the unit at least twenty-four (24) hours prior to the proposed entry; or in the case of emergency repairs, notice that is reasonable under the circumstances.

The Owners of other Units shall have the irrevocable right, to be exercised by the Association (or its agent), as their agent, to have access to each Unit and to all Common Areas,

Common Facilities, and/or Limited Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas, Common Facilities, and/or Limited Common Areas located therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas, Common Facilities, and/or Limited Common Areas or to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas, Common Facilities, and/or the Association or of Owners shall be an expense of the Association; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired, and the Property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article IX below.

4.13 Owner's Right to Support. Each Owner shall have the right to horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

4.14 Association's Right in Common Areas. In addition to other rights and obligations set forth herein, the Association shall have a non-exclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and the functions which it is obligated or permitted to perform pursuant to this Declaration. The Association, with approval of two-thirds (2/3) of the Members entitled to vote, shall have the right to (i) enter into agreements which provide for use of the Common Areas and Facilities by a similar Association in consideration for use of the Common Areas and Facilities of the other Association, or for cash consideration and/or (ii) merge with other non-profit corporations as provided for in the Utah Revised Non-profit Corporation Act.

4.15 Easements Deemed Created. All conveyances of Units hereafter made, by whatever means, shall be construed to grant and reserve such reciprocal easements as shall give effect to easements referred to above, even though no specific reference to such easements or to those Sections appears in any such conveyance.

4.16 Easements Reserved to the Association. The Association shall have power to grant and convey to any third party easements and rights-of-way, including, but not limited to, rights of ingress and egress, in, on, over and/or under the Common Areas and Common Facilities for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm drains and pipe, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility services to the Project, including the Additional Land.

4.17 Easement in Favor of Government Entities. An easement is hereby created in favor of the City of St. George, Utah, and other governmental or quasi-governmental body having jurisdiction over the Property, to access and rights of ingress and egress over, across, through or under the Common Areas and Limited Common Areas for purposes of providing

police and fire protection, transporting school children, and providing any other governmental, municipal, or utility service to the Project.

4.18 Reserved.

V. UNITS AND LIMITED COMMON AREAS

5.1 Conveyances Any deed, lease, Mortgage, deed of trust, sales contract or other instrument conveying or encumbering a Unit shall describe the interest or estate involved substantially as follows.

Unit No. _____ contained within the Condominium Project, as the same is identified in the Record of Survey Map recorded in Washington County, State of Utah, as Document/Entry No. _____, in Book _____, at page _____ (as said Record of Survey Map may have heretofore been amended and supplemented) and in the Amended and Restated Declaration of Condominium of Las Palmas Condominiums recorded in Washington County, Utah, as Document No. _____ (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said Unit.

Such descriptions shall be construed to describe the Unit, together with the appurtenant Percentage Interest in the Common Areas and to incorporate all the rights incident to ownership of a Unit and all limitation on such ownership as described in the Declaration, including the applicable appurtenant Percentage Interest and all rights and limitations arising as a result of the expansion of the Project by the addition of Additional Land or a parcel thereof pursuant to Article VI of this Declaration.

5.2 Maintenance of Units. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, doors, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in good state of repair. In the event that any such Unit shall develop an unclean or unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair. All such costs incurred by the Association shall be collected by the Association pursuant to Article IX below.

5.3 Separate Mortgages by Owners. Each Owner shall have the right separately to Mortgage or otherwise encumber his Unit. No Owner shall attempt to or shall have the right to Mortgage or otherwise encumber the Common Areas and Limited Common Areas, or any part thereof, except the Percentage Interest therein appurtenant to his Unit. Any Mortgage or other encumbrance of any Unit within the Project shall be subordinate to all of the provisions of this

Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

5.4 Taxation of Units. Each Unit within the Project, including each Unit's appurtenant Percentage Interest in the Common Areas, shall be deemed to be a parcel and shall upon conveyance of any Unit by Declarant be assessed separately for all taxes, assessments, and other charges of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the Percentage Interests appurtenant to such Units. All such taxes, assessments, and other charges of each respective Unit shall be separately levied against the Owner thereof. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Unit.

5.5 Limited Common Areas. The Limited Common Areas of the Project (other than those associated with portions of the Convertible Spaces), and the Units to which they are appurtenant are as follows: a balcony or patio is appurtenant to each Unit as more particularly shown on the Map.

5.6 Mechanic's Liens. No labor performed or material furnished or used in connection with any Unit with the consent of, or at the request of, an Owner or his agent or subcontractor shall create any right to file a notice of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas, except the Percentage Interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

VI EXPANDABLE CONDOMINIUM

6.1 Right to Expand. Any Declarant rights to expand the Project have terminated and the provisions of the Act pertaining to a Declarant's right to expand the Project do not apply to the Association's right to expand the Project by amendment of this Declaration under the terms of this Article VI. The Association may, as it always could under the documents cited to in the preamble, expand the Project by obtaining the affirmative votes required under Articles XV and XVI.

6.2 Additional Land. The Members of the Association have, previous to the adoption of this Declaration approved the acquisition of the real property designated on Exhibit "D," commonly referred to as the Pool Complex, and/or by adoption of this Declaration ratify the annexation into the Project of the Property identified in Exhibit "D", including all improvements and personal Property. The Association may further expand the Project by annexing lands adjacent to the Project under the terms of this Article VI.

6.3 Limitations Upon Expansion. Expansion of the Project may not occur unless the votes provided for in Section 6.1 are first obtained.

6.4 Reserved.

6.5 Reserved.

6.6 Improvements Upon Additional Land. All existing improvements upon Additional Land designated in Exhibit "D" (the Pool Complex) were acquired in their "as is" and "where is" condition and the Unit Owners shall have no claim or cause of action against the Association or its Management Committee, or any committee thereof, which arises out of or is related to the condition of the improvements on such land, except for gross negligence or willful misconduct in relation to the reasonable and foreseeable maintenance and repair of such improvements.

6.7 Compatible Construction. All structures and improvements existing on the Additional Land designated on Exhibit "D" are deemed to be compatible with the structures and improvements now upon or to be constructed upon the Subject Property.

6.8 Description of Improvements. The improvements on the Additional Land designated in Exhibit "D" shall be designated as Common Area for the benefit of all Unit Owners.

6.9 Reserved.

6.10 Reserved.

6.11 Supplemental or Amended Map. The Association, through the Management Committee, shall simultaneously with the submission of Additional Land to the Project, prepare and record in the Official Records of the Office of the County Recorder of Washington County, State of Utah, a supplemental or amended Map pertaining to such Additional Land to be added to the Project.

6.12 Supplemental Declaration. Simultaneously with the recording of said Supplemental or Amended Map as required by the provisions of Section 6.11 above, the Association, through the Management Committee, shall duly execute, acknowledge and record in the Official Records in the Office of the County Recorder of Washington County, State of Utah, a supplemental Declaration setting forth that an expansion of the Project has occurred. Such Supplemental Declaration shall include, in addition to any requirements of the Act, the following: (i) a legal description by metes and bounds of the Additional Land added to the Project; (ii) the designation of land as Common Area; and (iii) if necessary, the recomputed Percentage Interest allocated and appertaining to all Units within the Project.

VII. THE ASSOCIATION

7.1 Membership. Each Owner shall be entitled and required to be a Member of the Association; membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one (1) Person, the membership appurtenant to that Unit shall be

shared by all such Persons in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one (1) membership for each Unit owned by him. For Combined Units, a Member shall be considered to hold two (2) membership interests. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Unit shall be construed to be a devise, encumbrance, or other disposition, respectively, of the Owner's membership in the Association and the rights appurtenant thereto. No Person or entity other than an Owner may be a Member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Unit.

7.2 Management Committee. The Management Committee shall initially consist of three (3) Members which can be increased up to as many as five (5) Members as provided for in the Bylaws, without further amendment of this Declaration. In addition to Unit Owners, those affiliated with the Unit Owner such as spouses of Unit Owners, partners of partnerships, directors or officers of corporations, and managers or members of limited liability companies owning a Unit ("Owner Affiliates") shall be eligible for membership on the Management Committee; provided that only a Unit Owner and Owner Affiliate cannot serve concurrently. Each member of the Management Committee shall be indemnified and held harmless by the Association against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred in connection with any proceeding to which he/she may become involved by reason of being or having been a member of the Management Committee; provided, however, the foregoing indemnification shall not apply if the loss, expense or liability involved resulted from the willful misconduct, or gross negligence of the member.

7.3 Voting. The Association shall have one (1) class of voting membership:

Class A. Class A Members shall be all Owners. Each Class A Member shall be entitled to the number of votes appurtenant to each respective Unit as shown on Exhibit "B". In the event more than one (1) Class A Member owns an interest in a Unit, the votes of such Unit shall be exercised as they themselves determine, but in no case shall more than the applicable number of votes designated on Exhibit "B" be cast with respect to any one Unit by Class A Members.

7.4 Multiple Ownership Interests. In the event there is more than one (1) Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by ballot, or by proxy, shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 Common Areas.

(a) Generally. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair; provided, however, that each Owner of a Unit shall keep the Limited Common Areas, if any, designated for use in connection with his Unit, in a good, clean, sanitary and attractive condition. Except as otherwise provided for with respect to Limited Common Areas, the Association shall be responsible for the maintenance and repair of all Common Areas. The cost of such management, operation, maintenance and repair by the Association of the Common Areas shall be borne as provided in Article IX.

(b) Outside Memberships/Pool Complex. The Association, through a rule adopted by its Board, may sell private memberships to persons other than Unit Owners for the right to use the Pool Complex. Prior to adoption of such rule, the Board shall send out proper notice to the members of the Board meeting called to adopt a rule to allow for Member input on the rule. The Board shall not sell more than 100 private memberships for the Pool Complex for a period of one year after the date this Declaration is recorded. After such one-year period, the Board may by Association rule and in its reasonable discretion, increase the limit on private memberships beyond 100. The Board shall, by resolution and in its reasonable discretion, establish the fees charged from time to time for the private memberships.

8.2 Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel of the Association as it shall be determined to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any Person or entity with whom or which it contracts. The Association may obtain on behalf of the Association and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish trash collection, snow removal, ground maintenance, and other common services to each Unit. The cost of such services shall be borne as provided in Article IX.

8.3 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of the Association and all of the Owners, tangible and intangible personal Property and may dispose of the same by sale or otherwise, and the beneficial interest in any such Property shall be deemed to be owned by the Owners in the same proportion as each Owner's respective Percentage Interest. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such Property without any reference thereto. Each Owner may use such Property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal Property associated with the foreclosed Unit.

8.4 Rules and Regulations.

(a) Generally. The Association, by action of the Management Committee, may make reasonable Rules and Regulations governing the use of the Units and of the Common Areas, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration. Such Rules and Regulations may include, without limitation: (i) a requirement that draperies, shades, or other interior window coverings, including the interior surfaces of any window or door glass used in Units shall present a uniform appearance of type and color from the exterior of any Building or all Buildings and that the Association shall have the right to inspect and reinspect and approve all proposed draperies, shades, or other interior window coverings to ensure compliance with such rules before installation thereof in a Unit, (ii) that Limited Common Areas conform to standardized regulations regarding appearance, maintenance and modifications thereof, (iii) regulations and procedures as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the interest of the Unit Owners, and (iv) regulations and procedures governing the use and maintenance of Common Areas. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such Rules and Regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against the Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law. The Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending Member.

(b) Equal Treatment.

(1) (a) Except as provided in Subsection (1)(b), a rule shall treat similarly situated Unit Owners similarly.

(b) Notwithstanding Subsection (b)(1), a rule may: (a) vary according to the level and type of service that the Association provides to Unit Owners; or (b) differ between residential and nonresidential uses. (2) If a Unit Owner owns a rental unit and is in compliance with the Association's governing documents and any rule that the Association adopts under Subsection (4), a rule may not treat the Unit Owner differently because the Unit Owner owns a rental unit.

(3) (a) A rule may not interfere with the freedom of a Unit Owner to determine the composition of the Unit Owner's household.

(b) Notwithstanding Subsection (3)(a), an Association may limit the total number of occupants permitted in each residential dwelling on the basis of the residential dwelling's: (A) size and facilities; and (B) fair use of the Common Areas and Facilities.

(4) Unless otherwise provided in this Declaration, the Association may by rule:

(a) regulate the use, maintenance, repair, replacement, and modification of Common Areas and Facilities;

(b) impose and receive any payment, fee, or charge for (i) the use, rental, or operation of the common areas, except Limited Common Areas and Facilities; and (ii) a service provided to a Unit Owner;

(c) impose a charge for a late payment of an assessment; or

(d) provide for the indemnification of the Association's officers and Management Committee consistent with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

(5) A rule shall be reasonable. However, this Declaration, or an amendment hereof, may vary any of the requirements of Subsections (1) through (4), except Subsection (1)(b)(ii).

8.5 Granting Easements. The Association may, without a vote or consent of the Owners, or of any other Person, grant or create, on behalf of the Association, on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Areas.

8.6 Implied Rights. The Association and the Management Committee may exercise any other right or privilege given to them expressly by the Act, the Utah Revised Non-profit Corporation Act, this Declaration, the Bylaws or the Rules and Regulations, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to them herein or reasonably necessary to effectuate any such right or privilege.

8.7 Professional Management. The Management Committee may employ a professional manager or other persons as an independent contractor, and not an agent or employee of the Association, to perform all or any part of the duties and responsibilities of the Association. Any contract with a Person or firm appointed as a manager shall be terminable by the Committee for cause upon thirty (30) days' written notice thereof. Any such contract to furnish goods or services for any Common Area or the Association shall be limited to a duration of three (3) years; provided, however, that such contract may be renewable for successive one (1) year periods with the approval of the Management Committee.

IX. ASSESSMENTS

9.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Unit, be deemed to covenant and agree to pay the Association the monthly and all other assessments described in this Article, together with reasonable attorney's fees, interest and costs of collection. All such amounts shall be, constitute, and remain:

(a) A charge and continuing lien upon the lot with respect to which such assessment is made; and

(b) The personal obligation of the Person who is the Owner of such Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees, which shall be a charge on the lot at the time of conveyance, without prejudice to grantee's right to recover from the grantor the amounts paid by grantee therefor. Any such lien, however, shall be subordinate to the lien or equivalent security interest of any first Mortgage on the Unit recorded prior to the date any such common expense assessments become due.

9.2 Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the maintenance, health, safety, and welfare of the residents of the Project. The use made of the Association funds obtained from Assessments may include payment of the cost of: taxes, insurance, management and supervision of the Common Areas, including personal property owned by the Association; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration.

9.3 Basis and Maximum of Annual Assessments. Each Unit which is certified for occupancy shall be assessed according to that Owners proportion of the Common Expenses of the Association as determined by a budget prepared by the Management Committee. Each monthly assessment to bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any assessment shall not affect the liability of the Owner for such assessment. Every Owner of a Unit shall pay his proportionate share of the Common Expenses. Assessments shall commence as to all units in a phase. Payment thereof shall be in such amounts and in such intervals as the Management Committee determines in accordance with the Act, this Declaration or the Bylaws. The total annual assessments against all Units shall be based, among other things, on the expenses growing out of or connected with the maintenance and operation of the Common Areas (including management, grounds maintenance, taxes, insurance, lighting, heating, water, trash collection, snow removal, sewer service, repairs and maintenance, wages of Association employees, legal and accounting fees, and other related and necessary expenses; reasonable contingency for reserves; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

9.4 Apportionment of Annual Assessments. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Owners in proportion to their respective Percentage Interests.

9.5 Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, payable over such period of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any maintenance, repair, construction or reconstruction, or replacement of the Common Areas of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. Any special assessment in excess of five percent (5%) of the annual budget shall require consent of a majority of the Owners. This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective Percentage Interest.

Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and payment shall be due no less than thirty (30) days after such notice shall have been given, unless determined otherwise by the Management Committee. A special assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

9.6 Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to Common Areas from the activities of the City of St. George in maintaining, repairing or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise, is in the City up to and including the meters for individual lots, and that they are installed and shall be maintained to City specifications.

9.7 Individual Assessments. Each Owner of a Unit shall also be assessed from time to time for (i) all fines, penalties and damages to which he is subject as a result of a violation of the terms of this Declaration and Rules and Regulations prescribed by the Committee for the use of the Common Area, (ii) for damages caused to the Common Area by the negligence or willful misconduct of such Owner, and (iii) for any other liability, indebtedness or other obligation of the Owner to the Association arising under the provisions of this Declaration. Notice of all Individual Assessments shall be given by the Committee to the Owner of each lot assessed within fifteen (15) days of the adoption of the Individual Assessment. Individual Assessments shall be due and payable within thirty (30) days following written notice thereof by the Management Committee and shall bear interest thereafter at the rate of eighteen percent (18%) per annum.

9.8 Lien for Assessments.

(a) All sums assessed to any Unit pursuant to this Article, together with interest, costs and attorney's fees, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and

(b) encumbrances on the interest of the Unit Owner recorded in the Official Records of the Washington County Recorder prior to the date a notice (as provided herein) is recorded which by law would be a lien prior to subsequently recorded encumbrances, including all unpaid obligatory advances to be made pursuant to such encumbrances and all amounts advanced pursuant to such encumbrances and secured by the lien thereof in accordance with the terms of such instrument. All other Mortgagees and lienors shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

(b) To evidence a lien for sums assessed pursuant to this Article, the Association shall prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the President of the Association and shall be recorded in the Official Records of the Office of the County Recorder of Washington County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment or a fine, which by operation of this Declaration and laws of the State of Utah, has become an assessment. Such lien may be enforced by power of non-judicial sale or judicial foreclosure by the Association in the same manner in which deeds of trust or mortgages on real property are foreclosed in the State of Utah. In any such sale or foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

(c) A release of the notice of lien shall be recorded in the Official Records of the Office of the County Recorder of Washington County, State of Utah, upon payment of all sums secured by such lien which has been made the subject of a recorded notice of lien, including after accruing assessments, interest, costs and attorney's fees.

(d) Any Mortgagee or encumbrancer holding a senior lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment, such Mortgagee or encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

9.9 Personal Obligation of Owner. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

9.10 Statement of Account. Upon payment of a reasonable fee not to exceed Ten Dollars (\$10.00), or such higher amount as the Act may allow, and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if

any, with respect to a Unit; the amount of the current yearly assessment and the date that such assessment becomes or became due; the amount of any credit for advance payments or prepaid items, including, but not limited to, such Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, or such longer period allowed by the Act, all unpaid assessments which become due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquires its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the ten (10) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with by the Association within ten (10) days, and the purchaser subsequently acquires the Unit.

9.11 Termination of a delinquent Owner's rights -- Notice -- Informal hearing.

(a) As used in this section, "Delinquent Unit Owner" means a Unit Owner who fails to pay an assessment when due.

(b) The Management Committee may terminate a Delinquent Unit Owner's right (i) to receive a utility service for which the Unit Owner pays as a common expense; or (ii) of access to and use of recreational facilities.

(c) Before terminating a utility service or right of access to and use of recreational facilities under Subsection (b), the manager or Management Committee shall give the Delinquent Unit Owner notice. The notice shall be delivered not less than fourteen (14) calendar days before it is to take effect and state: (i) that the Association will terminate the Unit Owner's utility service or right of access to and use of recreational facilities, or both, if the Association does not receive payment of the assessment within the time provided in this Declaration; (ii) the amount of the assessment due, including any interest or late payment fee; and (iii) the Unit Owner's right to request a hearing. The notice may include the estimated cost to reinstate a utility service if service is terminated.

(d) A Delinquent Unit Owner may submit a written request to the Management Committee for an informal hearing to dispute the assessment. A request under this Subsection shall be submitted within fourteen (14) calendar days after the date the delinquent Unit Owner receives the notice.

(e) Upon request of the Unit Owner, the Management Committee shall conduct an informal hearing at which the Owner shall have the opportunity to be heard and represented by legal counsel, if the Owner desires.

(f) If the delinquent Unit Owner requests a hearing, the Association may not terminate a utility service or right of access to and use of recreational facilities until after the Management Committee conducts the hearing and enters a final decision.

(g) If the Association terminates a utility service or a right of access to and use of recreational facilities, the Association shall take immediate action to reinstate the service or right following the Unit Owner's payment of the assessment, including any interest and late payment fee.

(h) The Association may assess a Unit Owner for the cost associated with reinstating a utility service that the Association terminates as provided in this section and demand that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost is included in the notice.

9.12 Payment of Rent to Association if Owner Fails to Pay Assessment.

(a) As used in this section: (i) "Amount owing" means the total of (A) any assessment or obligation under Subsection 57-8-441(a) that is due and owing; and (B) any applicable interest, late fee, and cost of collection that accrues after an Association gives notice under Subsection (c); (ii) "Lease" means an arrangement under which a tenant occupies a Unit Owner's residential Condominium Unit in exchange for the Unit Owner receiving a consideration or benefit, including a fee, service, gratuity, or emolument; and (iii) "Tenant" means a Person, other than the Unit Owner, who has regular, exclusive occupancy of the Unit Owner's Condominium Unit.

(b) Subject to Subsections (c) and (d), the Management Committee may require a tenant under a lease with a Unit Owner to pay the Association all future lease payments due to the Unit Owner if the Unit Owner fails to pay an assessment for a period of more than sixty (60) days after the assessment is due. Payments to the Association shall commence beginning with the next monthly or periodic payment due from the tenant and continue until the Association is paid the amount owing.

(c) Before requiring a tenant to pay lease payments to the Association under Subsection (b), the manager or Management Committee shall give the Unit Owner notice. The Notice shall state: (i) the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and to be paid through the collection of lease payments; and (iii) that the Association intends to demand payment of future lease payments from the Unit Owner's tenant if the Unit Owner does not pay the amount owing within fifteen (15) calendar days.

(d) If the Unit Owner fails to pay the amount owing within fifteen (15) calendar days after the manager or Management Committee gives the Unit Owner notice under Subsection (c), the manager or Management Committee may exercise the rights of the Association under Subsection (b) by delivering a written notice to the tenant. The notice shall state that: (i) due to the Unit Owner's failure to pay an assessment within the required time, the Manager or Management Committee has notified the Unit Owner of the Manager or Management

Committee's intent to collect all lease payments until the amount owing is paid; (ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Unit Owner. The manager or Management Committee shall mail a copy of the notice to the Unit Owner.

(e) A tenant to whom notice under Subsection (d) is given shall pay to the Association all future lease payments as they become due and owing to the Unit Owner: (i) beginning with the next monthly or other periodic payment after the notice under Subsection (d) is delivered to the tenant; and (ii) until the Association notifies the tenant under Subsection (f) that the amount owing is paid. A Unit Owner shall credit each payment that the tenant makes to the Association under this section against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner; and may not initiate a suit or other action against a tenant for failure to make a lease payment that the tenant pays to an Association as required under this section.

(f) Within five (5) business days after the amount owing is paid, the manager or Management Committee shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The manager or Management Committee shall mail a copy of the notification described in this Subsection to the Unit Owner.

(g) The Association shall deposit money paid to the Association under this section in a separate account and disburse that money to the Association until the amount owing is paid and any cost of administration, not to exceed Twenty-Five Dollars (\$25.00), is paid. The Association shall, within five (5) business days after the amount owing is paid, pay to the Unit Owner any remaining balance.

X. INSURANCE

10.01 Types of Insurance. Notwithstanding anything to the contrary, the Association shall obtain and keep in full force and effect at all times all insurance required pursuant to Utah Code § 57-8-43 and any other relevant sections of the Condominium Ownership Act, including any amendments thereto. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Utah holding a rating of Class IV or better from Best's Insurance Reports or equivalent rating. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time. The Association shall maintain, to the extent reasonably available.

(a) Property Insurance. Subject to Utah Code § 57-8-43(9), blanket property insurance or guaranteed replacement cost insurance on the physical structures in the Project, including the Common Areas and Facilities and the Units, insuring against all risks of direct

physical loss commonly insured against, including fire and extended coverage perils. The total amount of coverage provided by blanket property insurance or guaranteed replacement cost insurance may not be less than one hundred percent (100%) of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies. Property insurance shall include coverage for any fixture, improvement, or betterment installed at any time to a Unit or to a Limited Common Element associated with a Unit, whether installed in the original construction or in any remodel or later alteration, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a Unit or to a limited common element associated with a Unit. Each Owner shall be an insured person under the property insurance policy. If a loss occurs that is covered by the Association's property insurance and another property insurance policy in the name of an Owner, the Association's policy provides primary insurance coverage. Notwithstanding the foregoing, the Owner of the Unit is responsible for the deductible of the Association and building property coverage, often referred to as coverage A, of the Unit Owner's policy applies to that portion of the loss attributable to the Association's policy deductible.

(i) As used herein: "Covered loss" means a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance. "Unit damage" means damage to a Unit or to a limited common area or facility appurtenant to that Unit, or both. "Unit damage percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit damage.

(ii) An Owner of a Unit that has suffered Unit damage as part of a Covered loss is responsible for an amount calculated by applying the Unit damage percentage for that Unit to the amount of the deductible under the Association's property insurance. If an Owner does not pay the amount required under this subsection within thirty (30) days after substantial completion of the repairs to the Unit or Limited Common Areas appurtenant to that Unit, the Association may levy an assessment against the Unit Owner for that amount.

(iii) The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or, if the policy deductible exceeds Ten Thousand Dollars (\$10,000), an amount not less than Ten Thousand Dollars (\$10,000). The Owners are hereby notified the Association's current deductible is Ten Thousand Dollars (\$10,000). The Association shall provide notice to each Owner of the Owner's obligation under this subsection for the Association's policy deductible if there is any change in the amount of the deductible. If the Association fails to provide such notice of any change in the deductible the Association is responsible for the portion of the deductible that the Association could have assessed to an Owner, but only to the extent that the Owner does not have insurance coverage that would otherwise apply. Notwithstanding the foregoing, if the Association fails to provide notice of a later increase in the amount of the deductible, the Association is responsible only for the amount of the increase for which notice was not provided. Failure of the Association to provide notice as provided herein may not be construed to invalidate any other provision herein.

(iv) If, in the exercise of the business judgment rule, the Board determines that a covered loss is likely not to exceed the property insurance policy deductible of the Association and until it becomes apparent the covered loss exceeds the deductible of the property insurance of the Association and a claim is submitted to the Association's property insurance insurer: (i) an Owner's policy is considered the policy for primary coverage for a loss occurring to the Owner's Unit or to a limited common area appurtenant to the Unit; (ii) the Association is responsible for any covered loss to any General Common Elements; (iii) an Owner who does not have a policy to cover the damage to the Owner's Unit and appurtenant Limited Common Areas is responsible for that damage, and the Association may recover any payments the Association makes to remediate that Unit and the appurtenant Limited Common Areas; and (iv) the Association need not tender the claim to the Association's insurer.

(v) An insurer under a property insurance policy issued to the Association shall adjust with the Association's loss covered under the Association's policy. Notwithstanding Subsection (iv), the insurance proceeds for a loss under the Association's property insurance policy: (a) are payable to an insurance trustee that the Association designates or, if no trustee is designated, to the Association; and (b) may not be payable to a holder of a security interest. An insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. If damaged property is to be repaired or restored, insurance proceeds shall be disbursed first for the repair or restoration of the damaged property. After the disbursements described herein are made and the damaged property has been completely repaired or restored or the Project terminated, any surplus proceeds are payable to the Association, Owners, and lien holders, as provided in this Declaration.

(vi) An insurer that issues a property insurance policy under Section 10.1(a) or the insurer's authorized agent, shall issue a certificate or memorandum of insurance to: (i) the Association; (ii) an Owner, upon the Owner's written request; and (iii) a holder of a security interest, upon the holder's written request. A cancellation or nonrenewal of a property insurance policy under this Section 10.1(a) is subject to the procedures stated in Utah Code § 31A-21-303.

(vii) A Board that acquires from an insurer the property insurance required in Section 10.1(a) is not liable to Owners if the insurance proceeds are not sufficient to cover one hundred percent (100%) of the full replacement cost of the insured property at the time of the loss.

(viii) Nothing in Section 10.1(a) shall prevent a Person suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a Person at fault for the loss.

(b) Liability Insurance. Subject to Utah Code § 57-8-43(10), liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage, including water damage, liability for non-owned or hired automobile, liability for

property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use, arising out of or in connection with the use, ownership, or maintenance of the Common Areas and Facilities. The limits of the liability insurance policy shall be in an amount determined by the Board, but not less than One Million Dollars (\$1,000,000.00) for all claims for personal injury or property damage arising out of a single occurrence. Each Owner shall be an insured person under the liability insurance policy the Association obtains, but only for liability arising from: the Owner's ownership interest in the Common Areas and Facilities; maintenance, repair, or replacement of Common Areas and Facilities; and, the Owner's membership in the Association. Such policies shall be issued on a comprehensive liability basis, shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced, and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claims of an Owner in the Project because of negligent acts of the Association or other Owners.

(c) If the Association becomes aware that property insurance under section 10.1(a) or liability insurance under section 10.1(b) is not reasonably available, the Association shall, within seven calendar days after becoming aware, give all Owners of a Condominium Unit notice, by electronic means, including text message, email, or the Association's website, or as otherwise provided in Utah Code §57-8-42, that the insurance is not reasonably available.

(d) Hazard Coverage. A multi-peril policy or policies of fire and other hazard insurance covering the entire Project (both Units and Common Areas), with extended coverage and all other coverages in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of the Project. Each such policy shall contain the standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Mortgagees as their interest may appear. The assured shall be the Association as a trustee for the Unit Owners, or their authorized representatives. Such insurance must provide protection against at least the following: Loss by fire and other hazards covered by standard extended coverage.

(e) Public Liability. A comprehensive policy of public liability insurance covering all of the Common Areas insuring the Association, the Management Committee and its Members, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the Common Areas and public ways of the Project or of any Unit which may arise among themselves, to the public, or to any invitees, or tenants of the Project, or of the Unit Owners. Limits of liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) covering all claims for personal property injury and/or property damage arising out of a single occurrence, including protection against water damage liability, liability for non-owned and hired automobiles and liability for property of others. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, its Management Committee, its Officers or other Unit Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for similar projects in location, construction and use.

(f) Workmen's Compensation Insurance. The Association shall obtain and maintain for the benefit of and on behalf of the Association, Workmen's Compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(g) Fidelity Insurance or Bond. The Association shall purchase for the benefit of and on behalf of the Association, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against dishonesty of Committee members, Officers and employees, destruction or disappearance of money or securities, and forgery.

10.2 The following additional provisions shall apply with respect to insurance:

(a) In addition to the insurance and bond coverage described above, the Association shall secure and at all times maintain for the benefit of and on behalf of the Association, insurance against such risks as are or hereafter may be customarily insured against in connection with all condominium projects similar to the Project in construction, nature and use.

(b) All insurance policies shall be written by a company holding a financial rating of Class VI or better as designated in Best's Insurance Reports. Each insurer must be specifically licensed to transact business within the State of Utah. Policies are unacceptable where (i) under the terms of the carrier's charter, Bylaws or policy, contributions or assessments may be made against the Borrower or the Mortgagee; or (ii) by the terms of the carrier's charter, Bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Mortgagee or the Borrower from collecting insurance proceeds.

(c) The Association shall have the authority to adjust losses.

(d) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Unit Owners or their Mortgagees.

(e) Each policy of insurance obtained by the Association for the benefit of the Association shall provide: a standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Project is located; a waiver (if available) of the insurer's subrogation rights with respect to the Association, the Management Committee, Officers of the Association, the Manager and its members, the Unit Owners, and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any member, officer, or employee of the Association or of the Manager without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners; and that a mortgagee clause endorsement which must provide that the insurance carrier shall notify in writing any and all insureds, including the servicers on behalf of Mortgagees thereof at least thirty (30) days in advance of the effective date of any substantial modification or cancellation of the policy.

(f) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Association. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a copy of his policy within thirty (30) days after he acquires such insurance.

(g) Insurance coverage required by this Article must not be prejudiced by (i) any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Project over which the Association has no control.

(h) All policies of property insurance must provide that notwithstanding any provision affording the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the insurance may be a party, or any requirement of law.

(i) The foregoing provisions of this Article X shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage. In addition to any insurance coverage required hereunder, the Association may obtain such other insurance or additional insurance in such amounts and in such forms as the Association may deem proper from time to time.

(j) The Association shall have no responsibility regarding insurance on the personal property of Unit Owners.

XI. DAMAGE OR DESTRUCTION

11.1 Damage or Destruction. In the event of damage of or destruction of part or all of the improvements in the Project, the following procedures shall apply:

(a) Insurance Proceeds Sufficient to Repair or Reconstruct. If proceeds of the insurance maintained by the Association are alone sufficient to repair or reconstruct the damage or destroyed improvement, such repair or reconstruction shall be carried out.

(b) Damage and Destruction Less than 75%. If less than seventy-five (75%) of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish repair or reconstruct, restoration shall be carried out and all Owners shall be assessed for any deficiency on the basis of their respective Percentage Interest.

(c) Damage or Destruction Exceeds 75%. If seventy-five (75%) or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish restoration, and if the Owners within one hundred (100) days after the destruction or damage by a vote of at least

seventy-five percent (75%) elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) Substantial Damage or Destruction but Owners Do Not Elect to Repair or Reconstruct. If seventy-five (75%) or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are insufficient to accomplish restoration, and if the Owners do not within one hundred (100) days after the destruction or damage and by a vote of at least seventy-five percent (75%) elect to repair or reconstruct the affected improvements, the Association shall promptly record with the Washington County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of the Act shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

11.2 Determination of Extent of Damage or Destruction. Any reconstruction or repair which is required to be carried out by this Article XI regarding the extent of damage to or destruction of Project improvements shall be made by three MAI appraisers selected by the Association. The decision of any two (2) such appraisers shall be conclusive.

XII. OBSOLESCENCE

12.1 Adoption of a Plan. The Owners representing an aggregate voting interest of eighty percent (80%) or more of the Project may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction, provided that such plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners. Such plan shall be recorded in the Official Records of the County Recorder of Washington County, State of Utah.

12.2 Payment for Renewal and Reconstruction. The expenses of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Units. These assessments shall be levied in advance pursuant to Article IX hereof and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

12.3 Dissents from the Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen (15) days after the recordation of such plan. The Association shall then give written notice of such dissents to all owners within five (5) days after the expiration of such fifteen (15) day period. Within fifteen (15) days of receipt of such notice from the Association, the Owners representing an aggregate voting interest of more than twenty percent (20%) of the Project may cancel the plan by written instrument recorded in the Official Records of the County Recorder of Washington County, State of Utah. If the plan is not canceled, then the Units of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value of such Owner's Unit, then such sale and conveyance shall be completed within sixty (60) days thereafter. If the parties are unable to agree on the fair market value of such Owner's Unit, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencement date" from which all periods of time mentioned herein shall be measured.

Within ten (10) days following the commencement date, each party shall nominate a qualified appraiser by written nomination and shall give notice to the other of such nomination. In the event a party fails to nominate an appraiser, the appraiser nominated shall, within five (5) days after notice of the other party's failure to appoint an appraiser, appoint and associate with him another qualified appraiser. If the two (2) appraisers designated by the parties or selected pursuant hereto in the event of default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such Person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two (2) qualified appraisers, and from the names of the four persons so nominated, one shall be drawn by lot by a judge of any court of record in Utah, and the Person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two (2) appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty (60) days after decision of the appraisers, and the Association as attorney-in-fact shall disburse the proceeds first to Mortgagees and encumbrancers (including the Association) in the order of the priority of their liens and the balance remaining to the Owner. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Unit exceeding the obligations secured by Mortgages and liens on such Unit, and upon the marketability of the title of the Owner. An Owner shall furnish the Association an appropriate commitment for title insurance evidencing marketability of his title not less than fifteen (15) days prior to the date set for completion of the sale.

The Association, pursuant to Article IX hereof, may levy a special assessment sufficient to provide funds to pay for other Units of the dissenters, provided that such assessments shall not apply to any of the Owners who are among the dissenters and shall not be liens against the Units of such Owners.

12.4 Sale of Obsolete Units. The Owners representing an aggregate ownership interest of eighty percent (80%) or more of the Units may agree that the Units are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Map and the Bylaws of the Association. The sale proceeds shall be apportioned among the Owners in proportion to the respective undivided interests in the Common Areas, and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Unit. Each such account shall remain in the name of the Association and shall be further identified by the Unit designation and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and encumbrancers (including the Association) in the order of the priority of their liens, and the balance remaining to each respective Owners.

12.5 Distribution of Excess. In the event amounts collected pursuant to Section 12.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

XIII. CONDEMNATION

13.1 Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Article shall apply.

13.2 Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

13.3 Complete Taking. In the event that the entire Project is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the respective Percentage Interest in the Common Areas, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiations, judicial decree, or otherwise, then in determining such shares, the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 13.4 of this Declaration.

13.4 Partial Taking. In the event that less than the entire Project is taken or condemned or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner (a) as soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated to taking of or injury to the Common Areas among Owners in proportion to their respective Percentage Interests in the Common Areas, (b) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award, the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective Mortgagees and encumbrancers.

13.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a Member of the Association. Thereafter, the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and as required by the Act and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided.

13.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XII, above.

XIV. USE OF UNITS AND COMMON AREAS

14.1 Unit Use Restrictions. All Units within the Project shall be used exclusively for residential housing and for no other purposes. For the purposes of this section "residential housing" shall include nightly rentals.

14.2 Use of Common Areas. There shall be no obstruction of the Common Areas by the Owners and/or their tenants, guests, or invitees, without the prior consent of the Association. The Management Committee may by rules and regulations, prohibit or limit the use of the Common Areas as may be reasonably necessary for the purpose of protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from, the Common Areas except upon the prior written consent of the Association.

14.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or an increase of the rate of the insurance on the Project or any part thereof, over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from such damage or waste caused by him or his invitees. No noxious, destructive or offensive activity shall be carried out on or in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any Person at any time lawfully occupying a Unit in the Project.

14.4 Rules and Regulations. No Owner shall violate the Rules and Regulations for the use of the Units and of the Common Areas as adopted from time to time by Management Committee of the Association.

14.5 Structural Alterations. No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the Common Areas shall be done by any Owner without the prior written consent of the Association.

14.6 Restriction on Signs. No signs, flags, or advertising devices of any nature shall be erected or maintained on any part of the Project without the prior written approval of the Association, except as may be necessary temporarily to caution or warn of danger or to provide directions as required by law. If the Association consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Association.

14.7 Recreational Vehicles. No recreational vehicle (boats, campers, trailers, motor homes, or similar items) shall be parked on any portion of the Common Areas except for temporary parking.

14.8 No Overloading. No Owner shall bring anything into his Unit or permit anything to be done in his Unit that will cause damage to a Building. No Owner shall overload a floor of his Unit. No Owner shall permit the use or operation in his Unit of any equipment or other device that will in any manner injure a Building or portions thereof.

14.9 Certain Work Prohibited. No Unit Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the Property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other Unit Owners being first obtained.

XV. MORTGAGE PROTECTION

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

The lien or claim against a Unit for unpaid assessments or charges levied by the Association pursuant to this Declaration or the Act shall be subordinate to a Mortgage affecting such Unit provided that such Mortgage was recorded prior to recording of such notice of lien or claim levied by the Association, and the Mortgagee thereunder which comes into possession of which obtains title to the Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure. No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Unit affected or previously affected by the Mortgage concerned.

Unless at least two-thirds (2/3) of the first Mortgagees (based upon one (1) vote for each Mortgage) or Owners of the individual Units have given their prior written approval, the Association shall not be entitled, by act, omission, or otherwise:

- (a) To abandon or terminate the Project or to abandon or terminate the arrangement which is established by this Declaration and the Map;
- (b) To partition or subdivide any Unit;
- (c) To abandon, partition, subdivide, encumber, sell or transfer all or any part of the Common Areas (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas and except as to such matters which might result from addition of Additional Land pursuant to the provisions of Article VI);
- (d) To use hazard insurance proceeds resulting from damage to any part of the Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement or reconstruction of such improvements, except as provided in Article XI;
- (e) To change the pro rata interests or obligations of any Unit which apply for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each Unit in the Common Areas, except as such changes may occur as a result of expansion of the Project pursuant to the provisions of Article VI.

The Association shall not: (i) alter the provisions of Article X in such a way as to diminish the insurance protection required to be afforded to the parties designated to be protected thereby; or (ii) fail to maintain the insurance coverage described in said Article.

Any first Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Association. The Association shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs, maintenance and replacement of the Common Areas and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Units rather than by special assessments.

From and after the time a first Mortgagee makes written request to the Association therefor, the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of: (i) the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, Ten Thousand Dollars (\$10,000.00); or (ii) any Unit encumbered by the Mortgage held by such Mortgagee, if the amount involved in such damage, loss, or taking is in excess of, or reasonably estimated to be in excess of, One Thousand Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Association learns of such damage, loss, taking or anticipated condemnation.

No provision of this Declaration gives or may give a Unit Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a

distribution to the Unit Owners of insurance proceeds or condemnation awards for loss to or taking of Units and/or the Common Areas.

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

No amendment to this Declaration which has the effect of diminishing the rights, protection, or security afforded to first Mortgagees shall be accomplished or effected unless two-thirds (2/3) of the first Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Article XV shall be accomplished by an instrument executed by the Association and filed for record in the Official Records of the Office of the County Recorder, Washington County, State of Utah. In any such instrument, the President of the Association shall certify that any prior written approval of first Mortgagees required by this Article XV, as a condition to amendment, has been obtained.

XVI. AMENDMENT

16.1 Amendment. Except as provided in and/or subject to the terms of items (a) through (c) below, the vote of at least two-thirds (2/3) of the voting interests of the Association shall be required to amend this Declaration or the Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument, the President of the Association shall certify that the vote required by this Article for amendment has occurred. The foregoing right of amendment shall, however, be subject to Article XV ("Mortgagee Protection").

XVII. GENERAL PROVISIONS

17.1 Reserved.

17.2 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit all other signatories hereto, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

17.3 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility services to be obtained and paid for by the Association hereunder, or for injury or damage to any Person or Property caused by the elements or by another Owner or Person in or upon the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any part of any Building or its drains, pipes, conduits, appliances or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any assessment under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules or orders of any governmental authority.

17.4 Owner and Tenant Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented said interest, but the Owner of a Unit shall have no obligation for expenses or other obligations accruing after the date of conveyance of such Unit. Additionally, each tenant of a rental unit shall abide by the terms of this Declaration and the Rules and Regulations and each tenant and the rental Unit Owner shall be jointly and severally liable for a violation of a provision of this Declaration or the Rules and Regulations.

17.5 Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

17.6 Reserved.

(a) As used in this section: (i) "Reserve analysis" means an analysis to determine the need for a reserve fund to accumulate reserve funds and the appropriate amount of any reserve fund; (ii) "Reserve fund line item" means the line item in an Association's annual budget that identifies the amount to be placed into a reserve fund; and (iii) "Reserve funds" means money to cover the cost of repairing, replacing, or restoring Common Areas and Facilities that have a useful life of three years or more and a remaining useful life of less than thirty (30) years, if the cost cannot reasonably be funded from the general budget or other funds of the Association.

(b) The Management Committee shall cause a reserve analysis to be conducted no less frequently than every six (6) years and review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years.

(c) The Management Committee may conduct a reserve analysis itself or may engage a reliable Person or organization, as determined by the Management Committee, to conduct the reserve analysis.

(d) A reserve fund analysis shall include: (i) a list of the components identified in the reserve analysis that will reasonably require reserve funds; (ii) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis; (iii) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis; (iv) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and (v) a reserve funding plan that recommends how the Association may fund the annual contribution described in this Subsection (d).

(e) The Association shall: (i) annually provide Unit Owners a summary of the most recent reserve analysis or update; and (ii) provide a copy of the complete reserve analysis or update to a Unit Owner who requests a copy.

(f) In formulating its budget each year, an Association shall include a reserve fund line item in: (i) an amount the Management Committee determines, based on the reserve analysis, to be prudent; or (ii) an amount required by the Declaration, if the Declaration requires an amount higher than the amount determined under this Subsection (f)(i).

(g) Within forty-five (45) days after the day on which the Association adopts its annual budget, the Unit Owners may veto the reserve fund line item by a fifty-one percent (51%) vote of the allocated voting interests in the Association at a special meeting called by the Unit Owners for the purpose of voting whether to veto a reserve fund line item. If the Unit Owners veto a reserve fund line item under this Subsection (g) and a reserve fund line item exists in a previously approved annual budget of the Association that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.

(h) A Management Committee may not use money in a reserve fund for purposes not allowed by the Act. This Subsection (h) may not be construed to limit a Management Committee from prudently investing money in a reserve fund, subject to any investment constraints imposed by the Declaration.

Subsections (2) through (8) do not apply to an Association during the period of administrative control.

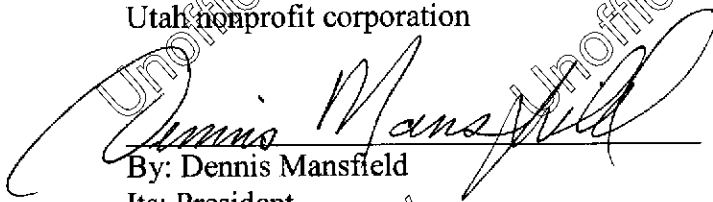
17.7 Headings. Headings herein are for ready reference only and shall not be used to expand or limit the scope and effect of this Declaration.

17.8 Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Map shall take effect upon its being filed for record in the Official Records of the Office of the County Recorder of Washington County, State of Utah.

[SIGNATURES ON FOLLOWING PAGE]

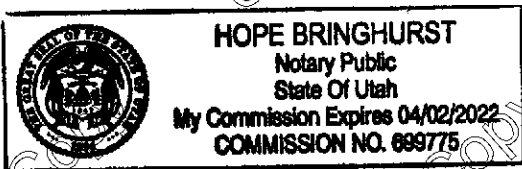
The President of the Association hereby certifies, on this 18th day of May 2018, the following in relation to this Amended and Restated Declaration: (i) that it was approved by two-thirds (2/3) or more of the voting interests of the Association and (ii) that it was approved by two-thirds (2/3) or more of the Mortgagees, all in accordance with the instruments cited in the preamble and Utah Code Sections 57-8-2(3), 57-8-39 and 57-8-41.

LAS PALMAS OWNERS ASSOCIATION, a
Utah nonprofit corporation


By: Dennis Mansfield
Its: President

STATE OF UTAH,
County of Washington

On this 18th day of May 2018, before me personally appeared Dennis Mansfield whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of the Las Palmas Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.



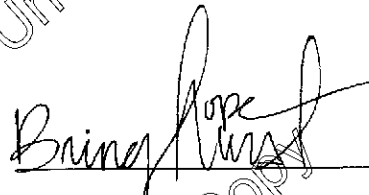

Notary Public

EXHIBIT A
(LEGAL DESCRIPTION OF THE PROJECT AND UNITS)

This Amended and Restated Declaration of Condominium of Las Palmas Resort Condominiums affects the following real property, all located in Washington County, State of Utah:

All of Units 101 through 127, Units 201 through 212, Units 301 through 330, Units 1501 through 1512, and Units 1601 through 1645, together with all Common Areas, Las Palmas Resort Condo 1A Amd & Exp (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-1A-101 through SG-LP-1A-127

PARCEL: SG-LP-1A-201 through SG-LP-1A-212

PARCEL: SG-LP-1A-301 through SG-LP-1A-330

PARCEL: SG-LP-1A-1501 through SG-LP-1A-1512

PARCEL: SG-LP-1A-1601 through SG-LP-1A-1645

All of Units 401 through 412, Units 501 through 512, and Units 1401 through 1430, together with all Common Areas, Las Palmas Resort Condo 1B (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-1B-401 through SG-LP-1B-412

PARCEL: SG-LP-1B-501 through SG-LP-1B-512

PARCEL: SG-LP-1B-1401 through SG-LP-1B-1430

All of Units 601 through 612, Units 701 through 712, Units 901 through 912, Units 1201 through 1221, together with all Common Areas, Las Palmas Resort Condo 2-1 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-2-1-601 through SG-LP-2-1-612

PARCEL: SG-LP-2-1-701 through SG-LP-2-1-712

PARCEL: SG-LP-2-1-901 through SG-LP-2-1-912

PARCEL: SG-LP-2-1-1201 through SG-LP-2-1-1221

All of Units 1001 through 1018, together with all Common Areas, Las Palmas Resort Condo 2-2 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-2-2-1001 through SG-LP-2-2-1018

All of Units 1701 through 1715, together with all Common Areas, Las Palmas Resort Condo 2-3 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-2-3-1701 through SG-LP-2-3-1715

All of Units 1901 through 1912, together with all Common Areas, Las Palmas Resort Condo 2-4 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-2-4-1901 through SG-LP-2-4-1912

All of Units 801 through 809, together with all Common Areas, Las Palmas Resort Condo 2-5 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-2-5-801 through SG-LP-2-5-809

All of Units 1801 through 1812, together with all Common Areas, Las Palmas Resort Condo 2-6 Amd & Ext (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-2-6-1801 through SG-LP-2-6-1812

All of Units 2001 through 2018, together with all Common Areas, Las Palmas Resort Condo 2-7 Amd & Ext (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-2-7-2001 through SG-LP-2-7-2018

All of Units 2101 through 2118, together with all Common Areas, Las Palmas Resort Condo 2-8 Amd & Ext (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-LP-2-8-2101-A-1 through SG-LP-2-8-2118-A-1

EXHIBIT B
(TABLE OF UNITS, PAR VALUE, % INTEREST IN COMMON AREA & VOTES)

Ordered Numerically							
Phase 1	Existing Par Value	Phase 2	Existing Par Value	Proposed Amended Par Value	Existing % Interest	Proposed Amended % Interest	Votes
Unit	Value	Unit	Equivalent	Par Value			
101	1.2			1.2	0.002884137	0.00289400699	1
102	1.2			1.2	0.002884137	0.00289400699	1
103	1.1			1.1	0.002734958	0.00265283974	1
104	1.3			1.3	0.003149345	0.00313517424	1
105	1			1	0.002486325	0.00241167249	1
106	1			1	0.002486325	0.00241167249	1
107	1.2			1.2	0.002884137	0.00289400699	1
108	1			1	0.002486325	0.00241167249	1
109	1			1	0.002486325	0.00241167249	1
110	1.2			1.2	0.002884137	0.00289400699	1
111	1.2			1.2	0.002884137	0.00289400699	1
112	1.1			1.1	0.002734958	0.00265283974	1
113	1.3			1.3	0.003149345	0.00313517424	1
114	1			1	0.002486325	0.00241167249	1
115	1			1	0.002486325	0.00241167249	1
116	1.2			1.2	0.002884137	0.00289400699	1
117	1			1	0.002486325	0.00241167249	1
118	1			1	0.002486325	0.00241167249	1
119	1.2			1.2	0.002884137	0.00289400699	1
120	1.2			1.2	0.002884137	0.00289400699	1
121	1.1			1.1	0.002734958	0.00265283974	1
122	1.3			1.3	0.003149345	0.00313517424	1
123	1			1	0.002486325	0.00241167249	1
124	1			1	0.002486325	0.00241167249	1
125	1.2			1.2	0.002884137	0.00289400699	1
126	1			1	0.002486325	0.00241167249	1
127	1			1	0.002486325	0.00241167249	1
201	1.2			1.2	0.002884137	0.00289400699	1
202	1.3			1.3	0.003149345	0.00313517424	1
203	1.3			1.3	0.003149345	0.00313517424	1
204	1.2			1.2	0.002884137	0.00289400699	1
205	1.2			1.2	0.002884137	0.00289400699	1
206	1.3			1.3	0.003149345	0.00313517424	1
207	1.3			1.3	0.003149345	0.00313517424	1
208	1.2			1.2	0.002884137	0.00289400699	1
209	1.2			1.2	0.002884137	0.00289400699	1
210	1.3			1.3	0.003149345	0.00313517424	1
211	1.3			1.3	0.003149345	0.00313517424	1
212	1.2			1.2	0.002884137	0.00289400699	1
301	1			1	0.002486325	0.00241167249	1
302	1.2			1.2	0.002884137	0.00289400699	1
303	1.2			1.2	0.002884137	0.00289400699	1
304	1.1			1.1	0.002734958	0.00265283974	1
305	1			1	0.002486325	0.00241167249	1
306	1.2			1.2	0.002884137	0.00289400699	1
307	1.1			1.1	0.002734958	0.00265283974	1
308	1			1	0.002486325	0.00241167249	1

Ordered Numerically							
Phase 1	Existing Par Value	Phase 2	Existing Par Value Equivalent	Proposed Amended Par Value	Existing % Interest	Proposed Amended % Interest	Votes
309	1			1	0.002486325	0.00241167249	1
310	1.1			1.1	0.002734958	0.00265283974	1
311	1			1	0.002486325	0.00241167249	1
312	1.2			1.2	0.002884137	0.00289400699	1
313	1.2			1.2	0.002884137	0.00289400699	1
314	1.1			1.1	0.002734958	0.00265283974	1
315	1			1	0.002486325	0.00241167249	1
316	1.2			1.2	0.002884137	0.00289400699	1
317	1.1			1.1	0.002734958	0.00265283974	1
318	1			1	0.002486325	0.00241167249	1
319	1			1	0.002486325	0.00241167249	1
320	1.1			1.1	0.002734958	0.00265283974	1
321	1			1	0.002486325	0.00241167249	1
322	1.2			1.2	0.002884137	0.00289400699	1
323	1.2			1.2	0.002884137	0.00289400699	1
324	1.1			1.1	0.002734958	0.00265283974	1
325	1			1	0.002486325	0.00241167249	1
326	1.2			1.2	0.002884137	0.00289400699	1
327	1.1			1.1	0.002734958	0.00265283974	1
328	1			1	0.002486325	0.00241167249	1
329	1			1	0.002486325	0.00241167249	1
330	1.1			1.1	0.002734958	0.00265283974	1
401	1.2			1.2	0.002884137	0.00289400699	1
402	1.3			1.3	0.003149345	0.00313517424	1
403	1.3			1.3	0.003149345	0.00313517424	1
404	1.2			1.2	0.002884137	0.00289400699	1
405	1.2			1.2	0.002884137	0.00289400699	1
406	1.3			1.3	0.003149345	0.00313517424	1
407	1.3			1.3	0.003149345	0.00313517424	1
408	1.2			1.2	0.002884137	0.00289400699	1
409	1.2			1.2	0.002884137	0.00289400699	1
410	1.3			1.3	0.003149345	0.00313517424	1
411	1.3			1.3	0.003149345	0.00313517424	1
412	1.2			1.2	0.002884137	0.00289400699	1
501	1.2			1.2	0.002884137	0.00289400699	1
502	1.3			1.3	0.003149345	0.00313517424	1
503	1.3			1.3	0.003149345	0.00313517424	1
504	1.2			1.2	0.002884137	0.00289400699	1
505	1.2			1.2	0.002884137	0.00289400699	1
506	1.3			1.3	0.003149345	0.00313517424	1
507	1.3			1.3	0.003149345	0.00313517424	1
508	1.2			1.2	0.002884137	0.00289400699	1
509	1.2			1.2	0.002884137	0.00289400699	1
510	1.3			1.3	0.003149345	0.00313517424	1
511	1.3			1.3	0.003149345	0.00313517424	1
512	1.2			1.2	0.002884137	0.00289400699	1
		601	1.233	1.3	0.003033317	0.00313517424	1

Ordered Numerically							
Existing Phase 1 Unit	Existing Par Value	Existing Phase 2 Unit	Existing Par Value Equivalent	Proposed Amended Par Value	Existing % Interest	Proposed Amended % Interest	Votes
		602	1.35	1.35	0.003232223	0.00325575786	1
		603	1.3	1.3	0.003149345	0.00313517424	1
		604	1.266	1.3	0.003083043	0.00313517424	1
		605	1.233	1.3	0.003033317	0.00313517424	1
		606	1.35	1.35	0.003232223	0.00325575786	1
		607	1.3	1.3	0.003149345	0.00313517424	1
		608	1.266	1.3	0.003083043	0.00313517424	1
		609	1.233	1.3	0.003033317	0.00313517424	1
		610	1.35	1.35	0.003232223	0.00325575786	1
		611	1.3	1.3	0.003149345	0.00313517424	1
		612	1.266	1.3	0.003083043	0.00313517424	1
		701	1.233	1.3	0.003033317	0.00313517424	1
		702	1.35	1.35	0.003232223	0.00325575786	1
		703	1.3	1.3	0.003149345	0.00313517424	1
		704	1.266	1.3	0.003083043	0.00313517424	1
		705	1.233	1.3	0.003033317	0.00313517424	1
		706	1.35	1.35	0.003232223	0.00325575786	1
		707	1.233	1.3	0.003033317	0.00313517424	1
		708	1.266	1.3	0.003083043	0.00313517424	1
		709	1.233	1.3	0.003033317	0.00313517424	1
		710	1.35	1.35	0.003232223	0.00325575786	1
		711	1.3	1.3	0.003149345	0.00313517424	1
		712	1.266	1.3	0.003083043	0.00313517424	1
		801	1.4	1.4	0.003414553	0.00337634149	1
		802	1.35	1.35	0.003232223	0.00325575786	1
		803	1.4	1.4	0.003414553	0.00337634149	1
		804	1.4	1.4	0.003414553	0.00337634149	1
		805	1.35	1.35	0.003232223	0.00325575786	1
		806	1.4	1.4	0.003414553	0.00337634149	1
		807	1.4	1.4	0.003414553	0.00337634149	1
		808	1.35	1.35	0.003232223	0.00325575786	1
		809	1.4	1.4	0.003414553	0.00337634149	1
		901	1.233	1.3	0.003033317	0.00313517424	1
		902	1.3	1.35	0.003149345	0.00325575786	1
		903	1.3	1.3	0.003149345	0.00313517424	1
		904	1.266	1.3	0.003083043	0.00313517424	1
		905	1.233	1.3	0.003033317	0.00313517424	1
		906	1.3	1.35	0.003149345	0.00325575786	1
		907	1.3	1.3	0.003149345	0.00313517424	1
		908	1.266	1.3	0.003083043	0.00313517424	1
		909	1.233	1.3	0.003033317	0.00313517424	1
		910	1.3	1.35	0.003149345	0.00325575786	1
		911	1.3	1.3	0.003149345	0.00313517424	1
		912	1.266	1.3	0.003083043	0.00313517424	1
		1001	1.1	1.1	0.002734958	0.00265283974	1
		1002	1.3	1.3	0.003149345	0.00313517424	1
		1003	1.35	1.35	0.003232223	0.00325575786	1

Ordered Numerically							
Existing Phase 1 Unit	Existing Par Value	Existing Phase 2 Unit	Existing Par Value Equivalent	Proposed Amended Par Value	Existing % Interest	Proposed Amended % Interest	Votes
		1004	1.3	1.3	0.003149345	0.00313517424	1
		1005	1.2	1.3	0.002884137	0.00313517424	1
		1006	1.233	1.2	0.003033317	0.00289400699	1
		1007	1.1	1.1	0.002734958	0.00265283974	1
		1008	1.3	1.3	0.003149345	0.00313517424	1
		1009	1.35	1.35	0.003232223	0.00325575786	1
		1010	1.3	1.3	0.003149345	0.00313517424	1
		1011	1.2	1.3	0.002884137	0.00313517424	1
		1012	1.233	1.2	0.003033317	0.00289400699	1
		1013	1.1	1.1	0.002734958	0.00265283974	1
		1014	1.3	1.3	0.003149345	0.00313517424	1
		1015	1.35	1.35	0.003232223	0.00325575786	1
		1016	1.3	1.3	0.003149345	0.00313517424	1
		1017	1.2	1.3	0.002884137	0.00313517424	1
		1018	1.233	1.2	0.003033317	0.00289400699	1
		1201	1.2	1.2	0.002884137	0.00289400699	1
		1202	1.2	1.2	0.002884137	0.00289400699	1
		1203	1.2	1.2	0.002884137	0.00289400699	1
		1204	1.2	1.2	0.002884137	0.00289400699	1
		1205	1.2	1.2	0.002884137	0.00289400699	1
		1206	1.2	1.2	0.002884137	0.00289400699	1
		1207	1.2	1.2	0.002884137	0.00289400699	1
		1208	1.2	1.2	0.002884137	0.00289400699	1
		1209	1.2	1.2	0.002884137	0.00289400699	1
		1210	1.2	1.2	0.002884137	0.00289400699	1
		1211	1.2	1.2	0.002884137	0.00289400699	1
		1212	1.2	1.2	0.002884137	0.00289400699	1
		1213	1.2	1.2	0.002884137	0.00289400699	1
		1214	1.2	1.2	0.002884137	0.00289400699	1
		1215	1.2	1.2	0.002884137	0.00289400699	1
		1216	1.2	1.2	0.002884137	0.00289400699	1
		1217	1.2	1.2	0.002884137	0.00289400699	1
		1218	1.2	1.2	0.002884137	0.00289400699	1
		1219	1.2	1.2	0.002884137	0.00289400699	1
		1220	1.2	1.2	0.002884137	0.00289400699	1
		1221	1.2	1.2	0.002884137	0.00289400699	1
1401	1.2			1.2	0.002884137	0.00289400699	1
1402	1			1	0.002486325	0.00241167249	1
1403	1			1	0.002486325	0.00241167249	1
1404	1.1			1.1	0.002734958	0.00265283974	1
1405	1.2			1.2	0.002884137	0.00289400699	1
1406	1.2			1.2	0.002884137	0.00289400699	1
1407	1.4			1.4	0.003414553	0.00337634149	1
1408	1			1	0.002486325	0.00241167249	1
1409	1			1	0.002486325	0.00241167249	1
1410	1.2			1.2	0.002884137	0.00289400699	1
1411	1.2			1.2	0.002884137	0.00289400699	1

Ordered Numerically							
Phase 1	Existing	Phase 2	Existing	Proposed	Existing %	Proposed	
Unit	Par Value	Unit	Par Value Equivalent	Amended Par Value	Interest	Amended % Interest	Votes
1412	1			1	0.002486325	0.00241167249	1
1413	1			1	0.002486325	0.00241167249	1
1414	1.1			1.1	0.002734958	0.00265283974	1
1415	1.2			1.2	0.002884137	0.00289400699	1
1416	1.2			1.2	0.002884137	0.00289400699	1
1417	1.4			1.4	0.003414553	0.00337634149	1
1418	1			1	0.002486325	0.00241167249	1
1419	1			1	0.002486325	0.00241167249	1
1420	1.2			1.2	0.002884137	0.00289400699	1
1421	1.2			1.2	0.002884137	0.00289400699	1
1422	1			1	0.002486325	0.00241167249	1
1423	1			1	0.002486325	0.00241167249	1
1424	1.1			1.1	0.002734958	0.00265283974	1
1425	1.2			1.2	0.002884137	0.00289400699	1
1426	1.2			1.2	0.002884137	0.00289400699	1
1427	1.4			1.4	0.003414553	0.00337634149	1
1428	1			1	0.002486325	0.00241167249	1
1429	1			1	0.002486325	0.00241167249	1
1430	1.2			1.2	0.002884137	0.00289400699	1
1501	1.2			1.2	0.002884137	0.00289400699	1
1502	1.3			1.3	0.003149345	0.00313517424	1
1503	1.3			1.3	0.003149345	0.00313517424	1
1504	1.2			1.2	0.002884137	0.00289400699	1
1505	1.2			1.2	0.002884137	0.00289400699	1
1506	1.3			1.3	0.003149345	0.00313517424	1
1507	1.3			1.3	0.003149345	0.00313517424	1
1508	1.2			1.2	0.002884137	0.00289400699	1
1509	1.2			1.2	0.002884137	0.00289400699	1
1510	1.3			1.3	0.003149345	0.00313517424	1
1511	1.3			1.3	0.003149345	0.00313517424	1
1512	1.2			1.2	0.002884137	0.00289400699	1
1601	1.2			1.2	0.002884137	0.00289400699	1
1602	1.2			1.2	0.002884137	0.00289400699	1
1603	1.1			1.1	0.002734958	0.00265283974	1
1604	1.1			1.1	0.002734958	0.00265283974	1
1605	1.4			1.4	0.003414553	0.00337634149	1
1606	1.2			1.2	0.002884137	0.00289400699	1
1607	1.3			1.3	0.003149345	0.00313517424	1
1608	1			1	0.002486325	0.00241167249	1
1609	1			1	0.002486325	0.00241167249	1
1610	1.1			1.1	0.002734958	0.00265283974	1
1611	1			1	0.002486325	0.00241167249	1
1612	1			1	0.002486325	0.00241167249	1
1613	1.2			1.2	0.002884137	0.00289400699	1
1614	1.2			1.2	0.002884137	0.00289400699	1
1615	1.2			1.2	0.002884137	0.00289400699	1
1616	1.2			1.2	0.002884137	0.00289400699	1

Ordered Numerically							
Phase 1	Existing Par Value	Phase 2	Existing Par Value Equivalent	Proposed Amended Par Value	Existing % Interest	Proposed Amended % Interest	Votes
1617	1.2			1.2	0.002884137	0.00289400699	1
1618	1.1			1.1	0.002734958	0.00265283974	1
1619	1.1			1.1	0.002734958	0.00265283974	1
1620	1.4			1.4	0.003414553	0.00337634149	1
1621	1.2			1.2	0.002884137	0.00289400699	1
1622	1.3			1.3	0.003149345	0.00313517424	1
1623	1			1	0.002486325	0.00241167249	1
1624	1			1	0.002486325	0.00241167249	1
1625	1.1			1.1	0.002734958	0.00265283974	1
1626	1			1	0.002486325	0.00241167249	1
1627	1			1	0.002486325	0.00241167249	1
1628	1.2			1.2	0.002884137	0.00289400699	1
1629	1.2			1.2	0.002884137	0.00289400699	1
1630	1.2			1.2	0.002884137	0.00289400699	1
1631	1.2			1.2	0.002884137	0.00289400699	1
1632	1.2			1.2	0.002884137	0.00289400699	1
1633	1.1			1.1	0.002734958	0.00265283974	1
1634	1.1			1.1	0.002734958	0.00265283974	1
1635	1.4			1.4	0.003414553	0.00337634149	1
1636	1.2			1.2	0.002884137	0.00289400699	1
1637	1.3			1.3	0.003149345	0.00313517424	1
1638	1			1	0.002486325	0.00241167249	1
1639	1			1	0.002486325	0.00241167249	1
1640	1.1			1.1	0.002734958	0.00265283974	1
1641	1			1	0.002486325	0.00241167249	1
1642	1			1	0.002486325	0.00241167249	1
1643	1.2			1.2	0.002884137	0.00289400699	1
1644	1.2			1.2	0.002884137	0.00289400699	1
1645	1.2			1.2	0.002884137	0.00289400699	1
		1701	1.2	1.3	0.002884137	0.00313517424	1
		1702	1.3	1.3	0.003149345	0.00313517424	1
		1703	1.35	1.35	0.003232223	0.00325575786	1
		1704	1.3	1.3	0.003149345	0.00313517424	1
		1705	1.3	1.3	0.003149345	0.00313517424	1
		1706	1.2	1.3	0.002884137	0.00313517424	1
		1707	1.3	1.3	0.003149345	0.00313517424	1
		1708	1.3	1.35	0.003149345	0.00325575786	1
		1709	1.3	1.3	0.003149345	0.00313517424	1
		1710	1.3	1.3	0.003149345	0.00313517424	1
		1711	1.2	1.3	0.002884137	0.00313517424	1
		1712	1.3	1.3	0.003149345	0.00313517424	1
		1713	1.35	1.35	0.003232223	0.00325575786	1
		1714	1.3	1.3	0.003149345	0.00313517424	1
		1715	1.3	1.3	0.003149345	0.00313517424	1
		1801	1.2	1.3	0.002884137	0.00313517424	1
		1802	1.35	1.35	0.003232223	0.00325575786	1
		1803	1.3	1.3	0.003149345	0.00313517424	1

Ordered Numerically							
Existing Phase 1 Unit	Existing Par Value	Existing Phase 2 Unit	Existing Par Value Equivalent	Proposed Amended Par Value	Existing % Interest	Proposed Amended % Interest	Votes
		1804	1.3	1.3	0.003149345	0.00313517424	1
		1805	1.2	1.3	0.002884137	0.00313517424	1
		1806	1.35	1.35	0.003232223	0.00325575786	1
		1807	1.3	1.3	0.003149345	0.00313517424	1
		1808	1.3	1.3	0.003149345	0.00313517424	1
		1809	1.2	1.3	0.002884137	0.00313517424	1
		1810	1.35	1.35	0.003232223	0.00325575786	1
		1811	1.3	1.3	0.003149345	0.00313517424	1
		1812	1.3	1.3	0.003149345	0.00313517424	1
		1901	1.3	1.3	0.003149345	0.00313517424	1
		1902	1.3	1.3	0.003149345	0.00313517424	1
		1903	1.35	1.35	0.003232223	0.00325575786	1
		1904	1.2	1.3	0.002884137	0.00313517424	1
		1905	1.3	1.3	0.003149345	0.00313517424	1
		1906	1.3	1.3	0.003149345	0.00313517424	1
		1907	1.35	1.35	0.003232223	0.00325575786	1
		1908	1.2	1.3	0.002884137	0.00313517424	1
		1909	1.3	1.3	0.003149345	0.00313517424	1
		1910	1.3	1.3	0.003149345	0.00313517424	1
		1911	1.35	1.35	0.003232223	0.00325575786	1
		1912	1.2	1.3	0.002884137	0.00313517424	1
		2001	1.3	1.3	0.003149345	0.00313517424	1
		2002	1.3	1.3	0.003149345	0.00313517424	1
		2003	1.35	1.35	0.003232223	0.00325575786	1
		2004	1.4	1.4	0.003414553	0.00337634149	1
		2005	1.3	1.3	0.003149345	0.00313517424	1
		2006	1.2	1.3	0.002884137	0.00313517424	1
		2007	1.3	1.3	0.003149345	0.00313517424	1
		2008	1.3	1.3	0.003149345	0.00313517424	1
		2009	1.35	1.35	0.003232223	0.00325575786	1
		2010	1.4	1.4	0.003414553	0.00337634149	1
		2011	1.3	1.3	0.003149345	0.00313517424	1
		2012	1.2	1.3	0.002884137	0.00313517424	1
		2013	1.3	1.3	0.003149345	0.00313517424	1
		2014	1.3	1.3	0.003149345	0.00313517424	1
		2015	1.35	1.35	0.003232223	0.00325575786	1
		2016	1.4	1.4	0.003414553	0.00337634149	1
		2017	1.3	1.3	0.003149345	0.00313517424	1
		2018	1.2	1.3	0.002884137	0.00313517424	1
		2101	1.3	1.3	0.003149345	0.00313517424	1
		2102	1.3	1.3	0.003149345	0.00313517424	1
		2103	1.35	1.4	0.003232223	0.00337634149	1
		2104	1.4	1.4	0.003414553	0.00337634149	1
		2105	1.3	1.3	0.003149345	0.00313517424	1
		2106	1.2	1.3	0.002884137	0.00313517424	1
		2107	1.3	1.3	0.003149345	0.00313517424	1
		2108	1.3	1.3	0.003149345	0.00313517424	1

Ordered Numerically							
Existing Phase 1 Unit	Existing Par Value	Existing Phase 2 Unit	Existing Par Value Equivalent	Proposed Amended Par Value	Existing % Interest	Proposed Amended % Interest	Votes
		2109	1.35	1.35	0.003232223	0.00325575786	1
		2110	1.4	1.4	0.003414553	0.00337634149	1
		2111	1.3	1.3	0.003149345	0.00313517424	1
		2112	1.2	1.3	0.002884137	0.00313517424	1
		2113	1.3	1.3	0.003149345	0.00313517424	1
		2114	1.3	1.3	0.003149345	0.00313517424	1
		2115	1.35	1.35	0.003232223	0.00325575786	1
		2116	1.4	1.4	0.003414553	0.00337634149	1
		2117	1.3	1.3	0.003149345	0.00313517424	1
		2118	1.2	1.3	0.002884137	0.00313517424	1
TOTAL:				414.65	0.9999999859		

EXHIBIT C
(AMENDED & RESTATED BYLAWS TO BE INSERTED PRIOR TO RECORDING)

**Record against the Property
described in Exhibit A and D**

After Recording mail to:
Jenkins Bagley, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**AMENDED AND RESTATED BYLAWS
OF
LAS PALMAS OWNERS ASSOCIATION**

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AMENDED AND RESTATED BYLAWS

OF

LAS PALMAS OWNERS ASSOCIATION

ARTICLE I - GENERAL

1.1. Purpose of Bylaws.

These Amended and Restated Bylaws ("Bylaws") are adopted for the regulation and management of the affairs of Las Palmas Owners Association, a Utah nonprofit corporation (the "Association"), organized to be the association for the Las Palmas project, St. George, Utah and to which reference is made in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Las Palmas Resort Condominiums, as amended or supplemented from time to time (the "Declaration"), to perform the functions as provided in the Declaration and to further the interests of Owners of Units within the Property.

1.2. Terms Defined in Declaration.

Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to such terms in the Declaration. Additionally, references in the Condominium Act (defined below), the Declaration or other governing document of the Association to the "Management Committee" are synonymous with the terms "Board," "Board of Directors," or "Directors" as used herein.

1.3. Controlling Laws and Instruments.

These Bylaws are controlled by and shall always be consistent with the provisions of the Utah Revised Nonprofit Corporation Act (Utah Code 16-6a-101, et seq.) ("Nonprofit Act") and the Community Association Act (Utah Code 57-8-1 et seq.) ("Condominium Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association ("Articles") filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the "Division"), as any of the foregoing may be amended from time to time.

ARTICLE II - OFFICES

2.1. Principal Office.

The principal office of the Association shall be at the address identified in the Association's latest annual report filed with the Division. The Board of Directors in its discretion may change from time to time the location of the principal office. (A member of the Board of Directors shall hereinafter be referred to as a "Director.")

2.2. Registered Office and Agent.

The Acts require that the Association have and continuously maintain in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office is identical with the registered office. The initial registered office and the initial registered agent are specified in the Articles of Incorporation and may be changed by the Association at any time, without amendment to the Articles of Incorporation, by filing a statement as specified by law with the Division.

ARTICLE III - MEMBERS

3.1. Members

A "Member" is the person or, if more than one, all persons collectively, who constitute the Owner of a Unit within the Property.

3.2. Memberships Appurtenant.

Each membership shall be appurtenant to the fee simple title to a Unit. The person or persons who constitute the Owner of fee simple title to a Unit shall automatically be the holder of the membership appurtenant to that Unit and the membership shall automatically pass with fee simple title to the Unit.

3.3. Members' Voting Rights.

Subject to the provisions in the Declaration and the Articles of Incorporation, each Member shall be entitled to one (1) vote for each Unit which he or it owns within the Property.

3.4. Voting by Joint Owners.

In the event there is more than one (1) Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy or through ballot, shall be conclusively presumed to be the vote attributable to the Unit concerned, unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

3.5. Resolution of Voting Disputes.

In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board of Directors of the Association shall act as arbitrators and the decision of a disinterested majority of the Board of Directors shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

3.6. Transfer of Memberships on Association Books.

Transfer of membership shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Unit to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous Owner of the membership as the Owner of the membership entitled to all rights in connection therewith, including the right to vote and to receive notice.

3.7. Assignment of Voting Rights to Tenants and Mortgagees.

A Member may assign his right to vote to a tenant or to a mortgagee of his Unit for the term of the lease or the Mortgage and any sale, transfer or conveyance of the Unit shall, unless otherwise provided in the document of sale, transfer or conveyance, be subject to any such assignment of voting rights to any tenant or mortgagee. Any such assignment of voting rights and any revocation or termination of any assignment of voting rights shall be in writing and shall be filed with the secretary of the Association.

3.8. Delinquent Member.

As used in this section, "Delinquent Member" means a Unit Owner who fails to pay an assessment when due.

3.8.1 The Board of Directors may terminate a Delinquent Member's right:

- (a) to receive a utility service for which the Member pays as a Common Expense; or
- (b) of access to and use of recreational facilities.

3.8.2 (a) Before terminating a utility service or right of access to and use of recreational facilities under Subsection 3.8.1 the Manager or Board of Directors shall give the Delinquent Member notice. Such notice shall state:

- (i) that the association will terminate the Member's utility service or right of access to and use of recreational facilities, or both, if the association does not receive payment of the assessment within fourteen (14) calendar days;
 - (ii) the amount of the assessment due, including any interest or late payment fee; and
 - (iii) the Member's right to request a hearing under Subsection 3.6.3.
- (b) A notice under Subsection 3.8.2(a) may include the estimated cost to reinstate a utility service if service is terminated.

3.8.3 (a) The Delinquent Member may submit a written request to the Board of Directors for an informal hearing to dispute the assessment.

(b) A request under Subsection 3.8.3(a) shall be submitted within fourteen (14) days after the date the Delinquent Member receives the notice under Subsection 3.8.2(a).

3.8.4 The Board of Directors shall conduct an informal hearing requested under Subsection 3.8.3 in accordance with the standards provided in Article X of these Bylaws.

3.8.5 If the Delinquent Member requests a hearing, the Association may not terminate a utility service or right of access to and use of recreational facilities until after the Board of Directors:

- (a) conducts the hearing; and
- (b) enters a final decision.

3.8.6 If the Association terminates a utility service or a right of access to and use of recreational facilities, the Association shall take immediate action to reinstate the service or right following the Member's payment of the assessment, including any interest and late payment fee.

3.8.7 The Association may:

- (a) levy an assessment against the Delinquent Member for the cost associated with reinstating a utility service that the Association terminates as provided in this section; and
- (b) demand that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost is included in a notice under Subsection 3.8.2(b).

ARTICLE IV - MEETING OF MEMBERS

4.1. Place of Members' Meetings.

Meetings of Members shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Board of Directors and specified in the notice of the meeting.

4.2. Annual Meetings of Members.

Annual Meetings of the Members shall be held at such time of day as is fixed by the Board of Directors and specified in the notice of meeting. The Annual Meetings shall be held to elect Directors of the Association and to transact such other business as may properly come before the meeting.

4.3. Special Meetings of Members.

Special meetings of the Members may be called by the president or the Board of Directors or by Members holding not less than thirty percent (30%) of the total votes of all Members, excluding votes of Declarant, or by Declarant if it holds at least ten percent (10%) of the total votes of all Members. No business shall be transacted at a special meeting of Members except as indicated in the notice thereof.

4.4. Record Date/Members List.

4.4.1. The record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose for the taking of any other lawful action shall be as set forth in Subsection 4.4.2 below, unless the Board of Directors, in advance of sending notice, set a date by resolution as the record date for any such determination of Members. Such record date shall not be more than sixty (60) days prior to the meeting of Members or the event requiring a determination of Members.

4.4.2. Members entitled to notice of a meeting of the Members are the Members of the Association at the close of business on the business day preceding the day on which notice is given, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held. Members entitled to vote at a meeting of the Members are the Members of the Association on the date of the meeting, and who are otherwise eligible to vote. The record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action are Members of the Association at the later of (a) the close of business on the day on which the Board of Directors adopts the resolution relating to the exercise of the right; or (b) the close of business on the sixtieth (60th) day before the date of the exercise of the right. A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of Members occurs. A determination of members entitled to notice of or to vote at a meeting of Members is effective for any adjournment of the meeting unless the Board of Directors fixes a new date for determining the right to notice or the right to vote.

4.4.3. The Association shall only be required to prepare a list of the names of the Members as provided for in Section 9.3.3.

4.5. Notice of Members' Meetings.

Written notice stating the place, day and hour of any meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice of an annual, regular or special meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter which it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, party related to a Director, or an entity in which the Director is a director or has a financial interest, if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a legal "proceeding" as defined in the Acts; (d) notice of any amendment to these Bylaws proposed by the Members and a copy, summary or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the properties by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received by the secretary or president at least ten (10) days before the Association gives

notice of the meeting. The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

4.6. Proxies at Meetings.

A Member entitled to vote at a meeting may vote in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact and filed with the secretary of the meeting prior to the time the proxy is exercised.

4.7. Ballots at Meetings.

A written ballot, if delivered by the Association to every Member entitled to vote on the matter or matters therein as described in Section 4.8 below, may be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Sections 4.8 and 4.8.1 and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

4.8. Ballots without a Meeting.

The Association may utilize ballots without a meeting to take any action that may be taken at any annual, regular or special meeting of the Members provided the Association delivers a written ballot to every member entitled to vote. Any ballot utilized without a meeting shall be valid only when (a) the time by which all ballots must be received has passed so that a quorum can be determined and (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

4.8.1 All solicitations for votes by written ballot shall: (a) set forth each proposed action, (b) provide for an opportunity to vote for or against each proposed action, (c) indicate the number of responses needed to meet the quorum requirements; (d) state the percentage of approvals necessary to approve each matter other than election of Directors; (e) specify the time by which a ballot must be received by the Association in order to be counted; and (f) be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

4.8.2 Any written ballot shall comply with the requirements in this Section and shall be counted equally with the votes of Members in attendance (by person or proxy) at any meeting for every purpose, including satisfaction of a quorum requirement.

4.8.3 Members shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (a) Members are given at least fifteen (15) days from the day on which the notice is

mailed, if the notice is mailed by first-class or registered mail; (b) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail; or (c) considering all the circumstances, the amount of time is otherwise reasonable.

4.9. Revocation of Proxy or Ballot.

A proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot counted, by (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering to the secretary or other person authorized to tabulate proxy or ballot votes (i) a writing stating that the appointment of proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall automatically cease upon the conveyance by a Member of the Unit of the Member and the transfer of the membership on the books of the Association. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The death or incapacity of the Member appointing a proxy or issuing a ballot does not affect the right of the Association to accept the proxy's authority or count the ballot unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises the proxy's authority or the ballot is counted.

4.10. Written Consents Without a Meeting.

Unless prohibited by the Articles, any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. Directors may not be elected by written consent, except by unanimous written consent of all Members entitled to vote for the election of Directors. Any action taken under this Section is not effective unless all written consents are received within a sixty (60) day period and have not been revoked. A written consent may be given by electronically transmitted facsimile or other form of communication providing the Association with a complete copy of the written consent, including a copy of the signature to the written consent.

4.11. Telecommunications.

Any or all of the Members may participate in an annual, regular or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A member participating in a meeting by a means permitted under this Section is considered to be present in person at the meeting.

4.12. Quorum at Members' Meetings.

Except as may be otherwise provided in the Declaration, the Articles, or these Bylaws, and except as hereinafter provided with respect to the calling of another meeting, the representation, in person, by proxy or by ballot, of Members those members present at a meeting shall constitute a quorum at any meeting of such Members, unless a greater quorum required by the Condominium Act, the Declaration, the Articles of Incorporation, or these Bylaws. Members present in person or by proxy or represented by ballot at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum. If a quorum is not present at any meeting, another meeting may be called by the Board of Directors issuing a Notice of Members Meeting at which meeting the members that are present in person or by proxy or represented by ballot shall constitute a quorum, except as otherwise provided in the Condominium Act, the Declaration, the Articles, or these Bylaws. No such subsequent meeting shall be held more than forty-five (45) days following such preceding meeting at which a quorum was not present.

4.13. Adjournment of Members' Meetings.

Members present in person or by proxy at any meeting at which a quorum or reduced quorum, as the case may be, was present may adjourn the meeting from time to time, without notice other than announcement at the meeting, for a total period or periods not to exceed forty-five (45) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall be the same as the quorum requirement of the meeting so adjourned, and any business may be transacted which might have been transacted at the adjourned meeting.

4.14. Vote Required at Members' Meetings.

When a quorum is present at any meeting, the vote of the Unit Owners representing more than fifty percent (50%) of the undivided interest present at the meeting either in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provision of the Declaration or these Bylaws, a greater vote is required, in which case such express provision shall govern and control the decision of such question. In the case of elections to the Board, a quorum is not required and when there is more than one (1) candidate, the person or persons receiving the highest number of votes shall be elected.

4.15. Cumulative Voting Not Permitted.

Cumulative voting by Members in the election of Directors shall not be permitted.

4.16. Order of Business.

The order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of

notice; (c) election of Directors, if applicable; (d) report of finances; and (e) any other Association business.

4.17. Expenses of Meetings.

The Association shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

4.18. Waiver of Notice.

A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

4.19. Signature of Members.

Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity; i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc.

ARTICLE V - BOARD OF DIRECTORS

5.1. General Powers and Duties of the Board of Directors.

The Board of Directors shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board of Directors shall have the power to exercise or cause to be exercised for the Association all of the powers, rights and authority of the Association not reserved to Members in the Declaration, the Articles, these Bylaws, or the Acts.

5.2. Special Powers and Duties of the Board of Directors.

Without limiting the foregoing statement of general powers and duties of the Board of Directors or the powers and duties of the Board of Directors as set forth in the Declaration, the Board of Directors shall be vested with the following specific powers and duties:

5.2.1 Assessments. The duty to fix and levy from time to time assessments, special assessments, and all other assessments upon the Members of the Association as provided in the Declaration; and to enforce the payment of such delinquent assessments as provided in the Declaration.

5.2.2 Insurance. The duty to contract and pay premiums for fire and casualty and liability and other insurance in accordance with the provisions of the Declaration.

5.2.3 Common Areas. The duty to manage and care for the Common Areas, and to employ personnel necessary for the care and operation of the Common Areas, and to contract and pay for necessary or desirable improvements on property acquired by the Association in accordance with the Declaration.

5.2.4 Agents and Employees. The power to select, appoint, and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, with the Declaration, the Articles, and these Bylaws.

5.2.5 Borrowing. The power, with the approval of the Members representing at least two-thirds (2/3) of the voting power of the Association, to borrow money and to incur indebtedness for the purpose of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt, and securities therefor.

5.2.6 Enforcement. The power to enforce the provisions of the Declaration, the rules and regulations of the Association, these Bylaws, or other agreements of the Association.

5.2.7 Delegation of Powers. The power to delegate its powers according to law.

5.2.8 Rules and Regulations. The power to adopt such rules and regulations with respect to the interpretation and implementation of the Declaration, use of Common Areas, and use of any property within the Property, including Living Units, and to levy fines and penalties for infractions and violations thereof; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles, and these Bylaws.

5.2.9 Emergency Powers. The right to exercise such emergency powers as provided for in the Acts.

5.3. Qualifications of Directors.

A Director must be a natural person eighteen (18) years of age or over and an Owner of a Unit within the Property or, if the Owner of any such Unit is a partnership, corporation, or limited liability company, must be a designated representative of such partnership, corporation, or limited liability company. If a Director conveys or transfers title to his Unit, or if a Director who is a designated representative of a partnership, corporation, or limited liability company ceases to be such designated representative, or if the partnership, corporation, or limited liability company of which a Director is a designated representative transfers title to its Unit, such Director's term as Director shall immediately terminate and a new Director shall be selected as promptly as possible to take such Director's place. Notwithstanding anything in this Section to the contrary, none of the initial Directors, as designated in the Articles, shall be required to have any ownership interest in any Unit in order to qualify to serve as a Director until the first election of Directors by the Members. Any Director no longer qualified to serve under the standards provided for in this Section 5.3 may be removed by a majority vote of the Directors then in office.

5.4. Number of Directors.

The number of Directors of the Association shall be not less than three (3) and not more than five (5). Subject to such limitations, the number of Directors shall be three (3) until changed pursuant to this Section 5.4. The number of Directors can be increased beyond three (3) Directors to five (5) by the majority vote of the Board of Directors.

5.5. Term of Office of Directors and Elections.

The affairs of the Association shall be managed by a Board of Directors composed of five (5) individuals, unless changed pursuant to Section 5.4. The Board of Directors shall be elected by secret ballot at a meeting of the Members to serve as follows:

At each annual meeting of the Members, the Members shall elect Directors for terms of two (2) years, with an odd number of Directors (at least two (2) less than the entire Board) elected in odd-numbered years and an even number of Directors elected in even-numbered years. In the initial election of Directors, the method of election shall provide that the term of an odd number of Directors (at least two (2) less than the entire Board) shall expire in the next odd numbered year, and the term of an even number of trustees shall expire in the next even numbered year.

Directors newly elected at the annual meeting of the Members shall take office immediately. Newly elected Directors are invited to attend Board of Directors meetings to familiarize them with the Association procedures prior to taking office. Only Members who are not in violation of the Declaration, these Bylaws or Association rules and regulations shall be eligible to run for a position on the Board of Directors.

In an election of multiple Directors, that number of candidates equaling the number of Directors to be elected, having the highest number of votes cast in favor of their election, are elected to the Board of Directors. When only one (1) Director is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the Board of Directors.

5.6. Nominating Committee.

Nominations for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Members. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Except for the initial Board of Directors appointed by the Declarant, such nominations shall be made from among the Members.

5.7. Removal of Directors By the Members.

At any meeting of the Members, the notice of which indicates such purpose, any or all of the Directors may be removed, with or without cause, by the affirmative vote of Members holding a majority of the voting interests of all Members; and a successor may be then and there elected to fill the vacancy thus created.

5.8. Resignation of Directors.

Any Director may resign at any time by giving written notice to the president, to the secretary, or to the Board of Directors stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective. A Director who resigns may deliver to the Division a statement setting forth (a) that person's name; (b) the name of this Association; (c) information sufficient to identify the report or other document in which the person is named as a Director or officer; and (d) the date on which the person ceased to be a Director or officer or a statement that the person did not hold the position for which the person was named in the corporate report or other document.

5.9. Vacancies in the Board of Directors.

Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. A directorship to be filled by reason of an increase in the number of Directors shall be filled only by vote of the Members. A Director elected by the Board of Directors to fill the vacancy of a Director elected by the voting Members may be removed without cause by

the voting Members, but not the Board of Directors. Should any vacancy of the Board of Directors remain unfilled for a period of two (2) months, the Members may, at a special meeting of the Members called for that purpose, elect a Director to fill such vacancy by a majority of the votes which Members present at such meeting, or represented by proxy or ballot, are entitled to cast.

5.10. Appointment of Committees.

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees which shall consist of two or more Directors and which, unless otherwise provided in such resolution, shall have and may exercise the authority to make recommendations (but not final decisions) to the Board of Directors in the management of the Association, except authority with respect to those matters specified in the Acts as matters which such committee may not have and exercise the authority of the Board of Directors.

5.11. General Provisions Applicable to Committees.

The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law. The provision of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of the Board of Directors shall be applicable to meetings of committees of the Board of Directors.

ARTICLE VI - MEETING OF DIRECTORS

6.1. Place of Directors' Meetings.

Meetings of the Board of Directors shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Board of Directors and specified in the notice of the meeting.

6.2. Annual Meeting of Directors.

The annual meeting of the Board of Directors shall be held on the same date as, or within ten (10) days following, the annual meeting of Members. The Business to be conducted at the annual meeting of the Board of Directors shall consist of the appointment of officers of the Association and the transaction of such other business as may properly come before the meeting. No prior notice of the annual meeting of the Board of Directors shall be necessary if the meeting is held on the same day and at the same place as the annual meeting of Members at which the Board of Directors is elected or if the time and place of the annual meeting of the Board of Directors is announced at the annual meeting of Members.

6.3. Other Regular Meetings of Directors.

The Board of Directors may hold other regular meetings and may, by resolution, establish in advance the times and places for such regular meetings. The resolution of meeting schedule shall be given to all Members of the Association at least forty-eight (48) hours before the first meeting scheduled. No prior notice of any regular meeting need be given after establishment of the time and place thereof by such resolution.

6.4. Special Meetings of Directors.

Special Meetings of the Board of Directors may be called by the president or any two (2) members of the Board of Directors other than the president.

6.5. Open Meetings/Member Right to Participate.

Except as provided in Subsection 6.6, a Board meeting, whether in person or by means of electronic communication, at which the Board can take binding action shall be open to each Member or the Member's representative if the representative is designated in writing. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments to one specific time period during the meeting. A Director may not avoid or obstruct the requirements of this Section. However, nothing in this section shall affect the validity or enforceability of an action of a Board.

6.6. Closed Meetings.

The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.

If after a vote of the majority of all other Directors, it is determined that a Director has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Directors may take one of the two following steps: (1) exclude the offending Director from any closed meetings at which that matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Director from that committee.

6.7. Notice to Directors of Board Meetings.

In the case of all meetings of the Board of Directors for which notice is required by these Bylaws, notice stating the place, day and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery under Section 9.18), by mail, fax, electronic means, telephone or personally, by or at the

direction of the persons calling the meeting, to each member of the Board of Directors. If by telephone such notice shall be deemed to be effective when given by telephone to the Director. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at his home or business address as either appears on the records of the Association.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice to the Director or waiver of such meeting.

6.8. Notice to Members of Board Meetings.

At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate deliver under Section 9.18), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice (receipt deemed effective as set forth under Section 9.18) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the member to participate by the available means of electronic communication.

6.9. Proxies.

For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Director may be considered to be present at a meeting and to vote if the Director has granted a signed written proxy: (a) to another Director who is present at the meeting; and (b) authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Section 6.9 and as permitted by Section 6.16, Directors may not vote or otherwise act by proxy.

6.10. Telecommunications.

The Board of Directors may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in person at the meeting.

6.11. Quorum of Directors.

A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business. For the purpose of determining the presence of a quorum, Directors will be counted if represented in person or by proxy, if applicable.

6.12. Adjournment of Directors' Meeting.

Directors present at any meeting of the Board of Directors may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than announcement at the meeting, for a total period or periods of not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

6.13. Vote Required at Directors' Meeting.

At any meeting of the Board of Directors, if a quorum is present, a majority of the votes present in person or by proxy, if applicable, and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws.

6.14. Officers at Meetings.

The president shall act as chairman and the Board of Directors shall appoint a secretary to act at all meetings of the Board of Directors.

6.15. Waiver of Notice.

A waiver of notice of any meeting of the Board of Directors, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such meeting unless (a) at the beginning of the meeting or promptly upon the Director's later arrival the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the Director does not vote for or assent to action taken at the meeting, or (b) the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (c) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by (i) the presiding officer of the meeting before adjournment of the meeting; or (ii) the Association promptly after adjournment of the meeting.

6.16. Dissent or Abstention.

The right of dissent or abstention pursuant to Section 6.15 is not available to a Director who votes in favor of the action taken.

6.17. Action of Directors Without a Meeting.

6.17.1 By Written Consent. Any action required or permitted by the Nonprofit Act, Declaration, the Articles, or these Bylaws that may be taken at a Board of Directors meeting, may be taken without a meeting if all Directors consent to the action in writing. Action is taken under Subsection 6.17.1 at the time the last Director signs a writing describing the action taken, unless, before that time, any Director revokes a consent by a writing signed by the Director and received by the secretary or any other person authorized by these Bylaws or the Board of Directors to receive the revocation. Action under this Subsection 6.17.1 is effective at the time it is taken, unless the Board of Directors establishes a different effective date.

6.17.2 With Advance Notice. Any action required or permitted by the Nonprofit Act, Declaration, Articles or these Bylaws that may be taken at a Board of Directors meeting may be taken without a meeting if notice is transmitted in writing to each Director and each Director, by the time stated in the notice: (a) (i) signs a writing for such action; or (ii) signs a writing against such action, abstains in writing from voting, or fails to respond or vote; and (b) fails to demand in writing that action not be taken without a meeting.

The notice required by Subsection 6.17.2 shall state: (a) the action to be taken; (b) the time by which a Director must respond to the notice; (c) that failure to respond by the time stated in the notice will have the same effect as: (i) abstaining in writing by the time stated in the notice; and (ii) failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and (d) any other matters the Association determines to include.

Action is taken under this Subsection 6.17.2 only if at the end of the time stated in the notice: (a) the affirmative votes in writing for the action received by the Association and not revoked pursuant to this Subsection equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted; and (b) the Association has not received a written demand by a Director that the action not be taken without a meeting other than a demand that has been revoked pursuant to this Subsection.

A Director's right to demand that action not be taken without a meeting shall be considered to have been waived unless the Association receives such demand from the Director in writing by the time stated in the notice transmitted pursuant to this Subsection and the demand has not been revoked.

A Director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Subsection 6.17.2 may revoke the vote, abstention, or demand in writing received by the Association by the time stated in the notice transmitted.

Unless the notice transmitted pursuant to Subsection 6.17.2 states a different effective date, action taken pursuant to this Subsection is effective at the end of the time stated in the notice.

6.17.3 General Provisions. A communication under this Section 6 may be delivered by an electronic transmission. An electronic transmission communicating a vote, abstention, demand, or revocation under Subsection 6.17.2 is considered to be written, signed, and dated for purposes of this section if the electronic transmission is delivered with information from which the Association can determine: (a) that the electronic transmission is transmitted by the Director; and (b) the date on which the electronic transmission is transmitted. The date on which an electronic transmission is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed. For purposes of this Section 6, communications to the Association are not effective until received. Action taken pursuant to this Section 6 has the same effect as action taken at a meeting of Directors and may be described as an action taken at a meeting of Directors in any document.

ARTICLE VII - OFFICERS

7.1. Officers, Employees and Agents.

The officers of the Association shall be natural persons 18 years of age or over and shall consist of a president, a secretary, a treasurer, and such other officers, assistant officers, employees, and agents as may be deemed necessary by the Board of Directors. Officers other than the president need not be Directors. The same person may simultaneously hold more than one office.

7.2. Appointment and Term of Office of Officers.

The officers shall be appointed by the Board of Directors at the annual meeting of the Board of Directors and shall hold office, subject to the pleasure of the Board of Directors, until the next annual meeting of the Board of Directors or until their successors are appointed, whichever is later, unless the officer resigns, or is removed earlier.

7.3. Resignation and Removal of Officers.

An officer may resign at any time by giving written notice of resignation to the Association. A resignation of an officer is effective when the notice is received by the Association unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may: (a) (i) permit the officer to remain in office until the effective date; and (ii) fill the pending vacancy before the effective date if the successor does not take office until the effective date; or (b) (i) remove the officer at any time before the effective date; and (ii) fill the vacancy created by the removal. The Board of Directors may remove any officer at any time with or without cause. An officer who resigns, is removed, or whose appointment has expired may file a statement in the same form as provided in Section 5.8.

7.4. Vacancies in Officers.

Any vacancy occurring in any position as an officer may be filled by the Board of Directors. An officer appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

7.5. President.

The president shall be a member of the Board of Directors and shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall direct, supervise, coordinate and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of a corporation. The president shall preside at all meetings of the Board of Directors and of the Members of the Association.

7.6. Vice President.

The vice president, if any, may act in place of the president in case of his death, absence or inability to act, and shall perform such other duties and have such authority as is from time to time delegated by the Board of Directors or by the president.

7.7. Secretary.

The secretary shall be the custodian of the records and the seal, if any, of the Association and shall affix the seal to all documents requiring the same; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law and that the books, reports and other documents and records of the Association set forth in Section 9.3 are properly kept and filed; shall take or cause to be taken and shall keep minutes of the meetings of Members, of the Board of Directors, and of committees of the Board of Directors; shall keep at the principal office of the Association a record of the names and addresses of the Members; and, in general, shall perform all duties incident to the office of secretary and such other duties as may, from time to time, be assigned to him by the Board of Directors or by the president. The Board of Directors may appoint one or more assistant secretaries who may act in place of the secretary in case of his death, absence or inability to act. The duties of the secretary may be delegated to a property management company.

7.8. Treasurer.

The treasurer shall have charge and custody of and be responsible for, all funds and securities of the Association; shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board of Directors; shall keep correct and complete financial records and books of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board of Directors may, from time to time, require; shall arrange for the annual report required under Section 9.6 of these Bylaws; and, in general, shall perform all the duties incident to the office of treasurer and such other duties as may

from time to time be assigned to him by the Board of Directors or by the president. The Board of Directors may appoint one or more assistant treasurers who may act in place of the treasurer in case of his death, absence or inability to act. The duties of the treasurer may be delegated to a property management company.

7.9. Bonds.

The Association may pay for fidelity bonds covering officers or other persons handling funds of the Association as provided for in the Declaration. The Association shall pay the premiums for any such bonds acquired.

ARTICLE VIII - INDEMNIFICATION OF OFFICIALS AND AGENTS

8.1. Right of Indemnification.

The Association shall indemnify any Director, officer, employee, fiduciary and agent (including without limitation the Property Manager) to the fullest extent allowed the Acts, or any replacement Sections thereof.

8.2. Authority to Insure.

The Association may purchase and maintain liability insurance on behalf of any Director, officer, employee, fiduciary and agent against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, including liabilities for which he might not be entitled to indemnification hereunder.

ARTICLE IX - MISCELLANEOUS

9.1. Amendment/Conflict.

These Bylaws may be amended, at any regular, annual, or special meeting of the Board of Directors, by a vote of the majority of the Board of Directors, except if it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. The Members may amend the Bylaws even though the Bylaws may also be amended by the Board of Directors. Amendments to the Bylaws by Members shall be made in accordance with the Acts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

9.2. Compensation of Officers, Directors and Members.

No Director shall have the right to receive any compensation from the Association for serving as a Director except for reimbursement of expenses as may be approved by resolution of

disinterested members of the Board of Directors and except as may otherwise be approved by the Members. Officers, agents and employees shall receive such reasonable compensation as may be approved by the Board of Directors. Appointment of a person as an officer, agent or employee shall not, of itself, create any right to compensation.

9.3. Books and Records.

9.3.1 The Association shall keep as permanent records: (a) minutes of all meetings of its Members and Board of Directors; (b) a record of all actions taken by the Members or Board of Directors without a meeting; (c) a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association; (d) a record of all waivers of notices of meetings of Members and of the Board of Directors or any committee of the Board of Directors; and (e) a copy of the Declaration, as the same may be amended.

9.3.2 The Association shall maintain appropriate accounting records.

9.3.3 The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members: (a) in alphabetical order, by class, and (b) showing the number of votes each Member is entitled to vote.

9.3.4 The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

9.3.5 The Association shall keep a copy of each of the following records at its principal office: (a) its Articles; (b) its Bylaws; (c) resolutions adopted by its Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members; (d) the minutes of all Member meetings; (e) records of all actions taken by Members without a meeting; (f) all written communications to Members generally as Members for a period of three years; (g) a list of the names and business or home addresses of its current Directors and officers; (h) a copy of its most recent annual report; and (i) all financial statements prepared for periods ending during the last three (3) years.

9.4. Inspection of Records.

9.4.1 A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 9.3.5 (a) during regular business hours; (b) at the Association's principal office; and (c) if the Director or Member gives the Association written demand, at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

9.4.2 In addition to the rights set forth in Subsection 9.4.1, a Director or Member is entitled to inspect and copy any of the other records of the Association: (a) during regular business hours; (b) at a reasonable location specified by the Association; and (c) at least five (5) business days before the date on which the Member wishes to inspect and copy the records, if the Director or Member: (i) meets the requirements of Subsection 9.4.3; and (ii) gives the Association written demand.

9.4.3 A Director or Member may inspect and copy the records described in Subsection 9.4.2 only if: (a) the demand is made: (i) in good faith; and (ii) for a proper purpose; (b) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect; and (c) the records are directly connected with the described purpose.

9.4.4 Notwithstanding any other provision in these Bylaws, for purposes of this Section: (a) "Member" includes: (i) a beneficial owner whose membership interest is held in a voting trust; and (ii) any other beneficial owner of a membership interest who establishes beneficial ownership; and (b) "proper purpose" means a purpose reasonably related to the demanding Member's or Director's interest as a Member or Director.

9.4.5 The right of inspection granted by this Section may not be abolished or limited by the Articles or these Bylaws.

9.4.6 This Section does not affect: (a) the right of a Director or Member to inspect records relating to ballots; (b) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association; or (c) the power of a court, independent of this Article, to compel the production of corporate records for examination.

9.4.7 A Director or Member may not use any information obtained through the inspection or copying of records permitted by 9.4.2 for any purposes other than those set forth in the demand made under 9.4.3.

9.4.8 The Association may redact the following information from any document the Association produces for inspection or copying (a) a Social Security number; (b) a bank account number; or (c) any communication subject to attorney-client privilege.

9.4.9 In a request to inspect or copy documents, a Member may:

- (a) elect whether to inspect or copy the documents;
- (b) if the Member elects to copy the documents, requests hard copies or electronic scans of the documents; or
- (c) subject to Subsection 9.4.10, requests that:
 - (i) the Association make the copies or electronic scans of the requested documents;

- (ii) a recognized third-party duplicating service make the copies or electronic scans of the requested documents; or
- (iii) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents.

9.4.10 If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate and the Member shall pay the Association the reasonable cost of the copies or electronic scans, which may not exceed: (a) the actual cost that the Association paid to a recognized third party duplicating service to make the copies or electronic scans; or (b) if an employee, manager, or other agent of the Association makes the copies or electronic scans, 10 cents per page and \$15 per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

9.4.11 If a Member requests a recognized third-party duplicating service make the copies or electronic scans the Association shall arrange for the delivery and pick up of the original documents; and the Member shall pay the duplicating service directly. If Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

9.5. Scope of Inspection Right.

A Director or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The right to copy records under Section 9.4 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection 9.3.3 by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Subsection 9.3.3; and (b) is compiled no earlier than the date of the Director's or Member's demand. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member, the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any. Without consent of the Board of Directors, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member.

9.6. Annual Report.

The Board of Directors shall cause to be prepared and distributed to each Member, and any first mortgagee of a Member who has filed a written request therefor, not later than ninety (90) days after the close of each fiscal year of the Association, an annual report containing (a) an income statement reflecting income and expenditures of the Association for such fiscal year; (b) a balance sheet as of the end of such fiscal year; (c) a statement of changes in financial position for such fiscal year, and (d) a statement of the place of the principal office of the Association where the

books and records of the Association, including a list of names and addresses of current Members, may be found. The Board shall also annually distribute to the Members a summary of the latest reserve analysis or update and a full copy to any Member making such request.

9.7. Statement of Account.

Upon payment of a reasonable fee to be determined by the Association and upon written request of an Owner of a Unit or any person with any right, title or interest in a Unit or intending to acquire any right, title or interest in a Unit, the Association shall furnish, within ten (10) days after the receipt of such request, a written statement of account setting forth the amount of unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Unit, and the amount of the assessments for the current fiscal period of the Association payable with respect to the Unit. Such statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have been levied.

9.8. Annual Corporation Reports.

The Association shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

9.9. Fiscal Year.

The fiscal year of the Association shall be the calendar year, and shall begin on January 1 and end the succeeding December 31. The fiscal year may be changed by the Board of Directors without amending these Bylaws.

9.10. Seal.

The Board of Directors may adopt a seal which shall have inscribed thereon the name of the Association and the words "SEAL" and "UTAH".

9.11. Shares of Stock and Dividends Prohibited.

The Association shall not have or issue shares of stock and no dividends shall be paid and no part of the income or profit of the Association shall be distributed to its Members, Directors or officers. Notwithstanding the foregoing, the Association may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

9.12. Loans to Directors, Officers and Members Prohibited.

No loan shall be made by the Association to its Members, Directors or officers, and any Director, officer or Member who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

9.13. Limited Liability.

The Association, the Board of Directors, the Architectural Control Committee, and any agent or employee of the Association, the Board of Directors, or the Architectural Control Committee, shall not be liable to any person for any actions or for any failure to act in connection with the affairs of the Association if the action taken or failure to act was in good faith and without malice.

9.14. Minutes and Presumptions Thereunder.

Minutes or any similar record of the meetings of Members or of the Board of Directors, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

9.15. Checks, Drafts and Documents.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

9.16. Execution of Documents.

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

9.17. Right to Inspect.

Notwithstanding the other provisions of this Article, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the Association applies only to a voting Member of the Association.

9.18. Manner of Giving Notice.

Notwithstanding any other provision in the Declaration, Articles, Bylaws or rules and regulations, the Association may provide notice to Owners by electronic means, including text message, or email, except that an Owner may, by written demand, require the Association provide notice to that Owner by mail. Any notice required to be given will be deemed to have been given upon the earlier to occur of the following:

- (a) when sent by facsimile, the notice is deemed given when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;
- (b) when placed into the care and custody of the United States Postal Service, the notice is deemed given six (6) calendar days after the date the notice is deposited into a receptacle of the United States Postal Service, with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association;
- (c) when sent via electronic means such as an e-mail, text message or similar electronic communication, the notice is deemed given within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;
- (d) when hand delivered, the notice is deemed given immediately upon delivery; or
- (e) when delivered by other means, the notice is deemed given upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

ARTICLE X - NOTICE AND HEARING PROCEDURE

10.1. Association's Enforcement Rights.

In the event of an alleged violation of the Declaration, these Bylaws, or the rules and regulations of the Association by a Member or occupant ("Respondent"), the Board of Directors shall have the right, upon an affirmative vote of a majority of all Directors, to take any one or more of the actions and to pursue one or more of the remedies permitted under the provisions of the Declaration, these Bylaws, or the rules and regulations of the Association. If, under the provisions of the Declaration, these Bylaws, or the rules and regulations, a Notice of Noncompliance and Right to Hearing (as defined below) is required prior to taking action or pursuing remedies, the following provisions of Article X of these Bylaws shall be applicable. The failure of the Board of Directors or the Architectural Control Committee to enforce the rules and regulations of the Association, these Bylaws, or the Declaration shall not constitute waiver of the right to enforce the same thereafter. The remedies set forth and provided in the Declaration, these Bylaws, or the rules and regulations of the Association shall be cumulative and none shall be exclusive.

10.2. Hearing.

- (a) At the hearing, the Respondent must show cause, if any cause can be shown, why said Respondent is not in violation of the Declaration, these Bylaws, or the rules and regulations of the Association, as set forth in the Notice.

(b) Oral evidence shall be taken only on oath or affirmation administered by a Director. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Board of Directors.

(c) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine witnesses on any matter relevant to the issues; to impeach any witness; and to rebut the evidence against such party. If Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(d) The hearing need not be conducted according to technical rules relating to evidence of witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil action. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(e) Neither the complainant nor the Respondent need be in attendance at the hearing. The hearing shall be open to attendance by any Member of the Association to the extent of the permissible capacity of the hearing room.

(f) In rendering a decision, official notice may be taken at any time of any provision of the Declaration, these Bylaws, the rules and regulations of the Association, or any generally understood matter within the working of the Association. Persons present at the hearing shall be informed of the matters to be noticed by the Board of Directors, and these matters shall be made a part of the record of proceedings.

(g) The Board of Directors may grant continuances on a showing of good cause.

(h) Whenever the Board of Directors has commenced to hear the matter and a Director is forced to withdraw prior to a final determination by the Board of Directors, the remaining Directors shall continue to hear and decide the case.

10.3. Decision.

If a Respondent fails to appear at a hearing, the Board of Directors may take action based upon the evidence presented to it without further notice to Respondent. However, the Respondent may make any showing by way of mitigation. After all testimony and documentary evidence has been presented to the Board of Directors, the Board of Directors may vote by secret written ballot, or otherwise, upon the matter, with a majority of the entire Board of Directors controlling. A copy of the Notice of Adjudication of the Board of Directors may be posted by the Board of Directors at a conspicuous place in the Property, and a copy shall be provided by the president of the Association to each person directly involved in the matter and his attorney, if any, in accordance

with the notice provision(s) set forth in the Declaration, if any. The Notice of Adjudication may include (a) the terms of any disciplinary action; (b) the levy of any Assessment of fine; or (c) other such actions or remedies as the Board of Directors deems appropriate. The decision of the Board of Directors shall become effective ten (10) days after it is given to each Respondent, unless otherwise ordered in writing by the Board of Directors. The Board of Directors may order a reconsideration at any time within fifteen (15) days following service of its decision on the involved persons, on its own motion or on petition by any party. However, no action against a Respondent arising from the alleged violation shall take effect prior to the expiration of the later of (a) fifteen (15) days after each Respondent's receipt of the Notice of Hearing, or (b) ten (10) days after the hearing required herein.

The President of the Las Palmas Owners Association, a Utah nonprofit corporation, certifies that the foregoing Amended and Restated Bylaws of Las Palmas Owners Association constitute the Bylaws of the Association duly adopted by the Members.

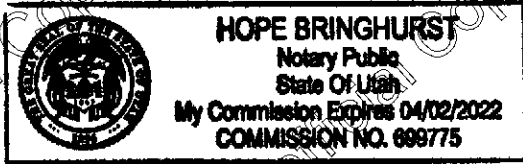
[SIGNATURES ON FOLLOWING PAGE]

**LAS PALMAS OWNERS ASSOCIATION, a
Utah nonprofit corporation**

Dennis Mansfield
By: Dennis Mansfield
Its: President

STATE OF UTAH,)
) :ss.
County of Washington)

On this 18th day of May 2018, before me personally appeared Dennis Mansfield whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of the Las Palmas Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.



Bringham
Notary Public

EXHIBIT D
(LEGAL DESCRIPTION FOR POOL COMPLEX)

MARCH 2, 2018

"AMENITIES AREA"

DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

BEGINNING AT A POINT BEING NORTH 00°48'55"EAST 1031.57 FEET AND SOUTH 89°11'05"EAST 32.10 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN;
THENCE NORTH 34°19'12" WEST 72.94 FEET;
THENCE NORTH 55°40'48" EAST 58.66 FEET;
THENCE SOUTH 34°19'12" EAST 20.54 FEET;
THENCE NORTH 55°40'48" EAST 101.57 FEET;
THENCE SOUTH 62°37'07" EAST 344.31 FEET;
THENCE SOUTH 01°22'23" WEST 158.23 FEET;
THENCE NORTH 88°32'51" WEST 212.99 FEET;
THENCE NORTH 34°36'40" WEST 254.67 FEET;
THENCE SOUTH 55°46'23" WEST 57.04 FEET TO THE POINT OF BEGINNING.
CONTAINS 1.778 ACRES.

Parking Lot Parcel

DESCRIPTION OF A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

BEGINNING AT A POINT BEING NORTH 00°48'55"EAST 1406.67 FEET AND SOUTH 89°11'05"EAST 70.03 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN;
THENCE NORTH 56°28'00"EAST 46.88 FEET TO A POINT ON A 560.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS NORTH 49°14'21"EAST;
THENCE 47.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°52'40";
THENCE SOUTH 45°37'37"EAST 28.01 FEET TO THE POINT OF CURVATURE OF A 17.50 FOOT RADIUS CURVE TO THE RIGHT;
THENCE 19.04 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°20'16" TO THE POINT OF REVERSE CURVATURE OF A 71.50 FOOT RADIUS CURVE TO THE LEFT;
THENCE 20.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°31'38";
THENCE SOUTH 56°46'10" WEST 12.42 FEET;
THENCE NORTH 35°13'38" WEST 17.38 FEET;
THENCE SOUTH 55°26'07" WEST 27.40 FEET;
THENCE NORTH 34°00'44" WEST 89.83 FEET TO THE POINT OF BEGINNING.