

~~00495426 Bk00955 Pg01062-01123~~

~~PATSY CUTLER - IRON COUNTY RECORDER
2004 DEC 17 08:42 AM FEE \$150.00 BY PTC
REQUEST: FIRST AMERICAN TITLE/CEDAR CITY~~

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CEDAR VIEW PROFESSIONAL PLAZA
"A Commercial Condominium"
(with convertible and contractible lands)**

This Declaration of Covenants, Conditions, and Restrictions for Cedar View Professional Plaza is made by the Declarant this 9 day of December, 2004, pursuant to Utah Code Ann. § 57-8-1, *et seq.* (2004 Suppl.) to establish Cedar View Professional Plaza, a commercial condominium development.

00495827 Bk00956 Pg00771-00832

RECITALS

PATSY CUTLER - IRON COUNTY RECORDER
2004 DEC 23 15:54 PM FEE \$150.00 BY PTC
REQUEST: FIRST AMERICAN TITLE/CEDAR CITY

Whereas, the Declarant is the owner of real property located in the County of Iron, City of Cedar City, State of Utah, more particularly described in Exhibit A attached hereto; and

Whereas, Declarant is desirous of subjecting the property described in Exhibit A, with all of the improvements thereon, to the Utah Condominium Ownership Act (Utah Code Ann. § 57-8-1, *et seq.* (2004 Suppl.)) by dividing and conveying the same to various purchasers, subject to the covenants, conditions and restrictions contained herein.

DECLARATION

Declarant does hereby declare that the property described in Exhibit A is subject to the following covenants, conditions, and restrictions, easements, charges, assessments, and liens which are all for the purpose of protecting the value and desirability of the property and which shall be construed as covenants of equitable servitude and shall run with the land and be binding on the property and all parties having any right, title and interest in the property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

1.1 **Act** shall mean and refer to the Utah Condominium Ownership Act (§57-8-1 *et seq.*, Utah Code Ann. (2004 Suppl.)), as the same may be amended from time to time.

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

1.3 **Association** shall mean the Cedar View Professional Plaza Owners Association.

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

This document is being rerecorded to add the Declarant.

1.4 **Buildings or Buildings** shall mean those certain Buildings that have been or will be constructed on the Property.

1.5 **Bylaws** shall mean the Bylaws of the Cedar View Professional Plaza Owners Association. The Bylaws are attached to this Declaration as Exhibit B.

1.6 **Common Areas and Facilities** shall mean the areas designated "Common Area" on the Plat and shall specifically include, but not be limited to:

- a. the real property within the Project as described on the Plat;
- b. the portion of the Property not specifically identified as a Unit on the Plat;
- c. all foundations, columns, girders, beams, supports, main walls, roofs, stairways, exterior walkways, driveways, streets (if any), yards, planting areas, fences, service and parking areas, entrances, exits, halls, corridors and lobbies and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and facilities or normally in common use;
- d. installations of central service, such as water, power, elevator, and any other equipment existing in common use, except that the heating and air conditioning system for each Unit shall be individually owned by the Unit Owner and the Association shall only have the obligation to regularly change the filters on such systems;
- e. the area specifically set forth and designated on the Plat as Common Area or common ownership; and
- f. all Common Areas and Facilities, whether or not specifically defined herein.

Limited Common Areas and Facilities shall mean those common areas and facilities designated in this Declaration as reserved for the use of a certain Unit or Units to the exclusion of the other Units. Such Limited Common Areas and Facilities are marked on the Plat.

1.7 **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 Areas 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. All Common Expenses shall be assessed when possible on a pro rata share of the benefit.

1.8 **Condominium** shall mean a single Unit in the Project together with a undivided interest in the Common Areas and Facilities of the Project.

1.9 **Condominium Unit or Unit** shall mean a separate physical part of the Property intended for independent use, consisting of rooms or spaces located in Buildings as designated on the Plat and the percentage interest in the Common Area and Facilities appurtenant thereto. Mechanical equipment and appurtenances located within any one unit or located without said Unit but designated and designed to serve only that Unit shall be considered part of that 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 a part of a Unit and serving only such Unit, including the heating and air conditioning equipment system servicing 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 Buildings 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 Unit, and shall not include any load-bearing walls or floors comprising a part of the Buildings in which the Unit is located. Each Unit shall include its appurtenant percentage interest in the Common Areas and Facilities. The Plat also designates five (5) private parking units which shall be considered a form of a Condominium Unit.

Exhibit C contains the following for each Unit and private parking unit: the Unit number, the square footage of each Unit, and the votes assigned to each Unit.

1.10 **Declarant** shall mean Canyon Holdings, L.C. and Southern Utah Real Estate Holdings, L.C., and their successors and assigns.

1.11 **Declaration** shall mean this document and any amendments hereto.

1.12 **Majority** or **Majority of the Unit Owners**, unless otherwise provided in this Declaration or lawful amendments to this Declaration, means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Areas and Facilities.

1.13 **Management Committee** shall mean the committee charged by this Declaration with the responsibility and the authority 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 may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or the Bylaws, or every other right or privilege reasonably to be implied in the existence of any right or privilege given to it in such documents or reasonably necessary to effectuate any such right or privilege as well as all other rights and privileges

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

~~00495426~~ Bk00955 Pg01064

00495827 Bk00956 Pg00773

allowed under law. The terms "Management Committee" or "Committee" are synonymous with the terms "Board of Directors" or "Directors" as used in this Declaration, the Articles, and the Bylaws.

1.14 **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.

1.15 **Member** shall mean a member of the Association.

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

1.17 **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.

1.18 **Person** shall mean an individual, corporation, partnership, association, Director, or other legal entity.

1.19 **Plat** shall mean the map prepared by Platt & Platt, Inc., Consulting Engineers and Surveyors, and recorded on the records of the Iron County Recorder for Cedar View Professional Plaza.

1.20 **Project** shall mean all of the Units along with the Common Areas shown on the Plat.

1.21 **Property** shall mean the land, whether leasehold or in fee simple, the Buildings, if any, all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

1.22 **Record, Recording, Recorded, and Recorder** shall have the meaning stated in Utah Code Annotated, Title 57, Chapter 3, Recording of Documents.

1.23 **Size** shall mean the number of cubic feet, or the number of square feet of ground or floor space, within each unit as computed by reference to the Plat and rounded off to a whole number.

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

1.25 **Unit Owner** shall mean the entity, person or persons, or group owning a Unit in fee simple and an appurtenant undivided interest in the fee simple estate of the Common Areas. Regardless of the number of parties participating in ownership, those parties shall be treated as a group as one "Unit Owner."

ARTICLE II
Improvements, Units and Ownership

2.1 **Description of Improvements** The Improvements are described on the Plat. The Plat indicates the number of Units which are contained or to be contained in the Buildings which comprise the Improvements. The dimensions of the Units and other significant facts relating to the Common Areas are included in the Plat. The Unit Numbers and the square footage of each Unit are set forth in Exhibit C.

The Condominium Project shall initially consist of two (2) Buildings and initially consisting of thirteen (13) Condominium Units and five (5) private parking unit freehold estates. The Buildings are principally built of conventional wood and brick construction. The roof trusses are wood construction and the roofing material is primarily tile. The Buildings shall consist of one to three stories. No mezzanines are permitted. There are also related Improvements consisting of parking facilities, landscaping and signage, and other Common Facilities. There may be a limited number of underground parking stalls which shall be held in private ownership and not as Common Area.

2.2 **Division of Units** In order to establish a plan for condominium ownership, this Condominium Project is hereby divided into the following freehold estates. There are thirteen (13) separate designated and legally described freehold Condominium Unit estates and five (5) private parking unit freehold estates. Each of these freehold estates is identified on the Plat. The following is the Size of each Unit and private parking unit and the percentage of ownership of the Common Areas and Facilities:

See Exhibit C attached hereto and incorporated herein.
(Exhibit C may be amended as provided for below.)

Except as provided for herein, the Common Areas and Facilities shall remain undivided. No Unit or private parking unit may be further subdivided without the express written consent of the majority of the Board of Directors, amendment of Exhibit C pursuant to section 12.5, and compliance with Cedar City subdivision ordinances, except that Declarant reserves the right to, without further consent of the Owners, unilaterally amend Exhibit C and withdraw, convert or subdivide any Unit or Common Area or portion of a Unit or Common Area in compliance with Cedar City subdivision ordinances and this Declaration. Units may be combined in use if owned by the same Unit Owner, but such combination shall not be deemed to legally combine or merge said Units nor shall the Unit Owner have any greater interest in the Common Areas, any greater liability for assessments, or any greater voting power than is provided by summing the rights respective to each Unit owned. Combination of Units in use shall not be a bar to subsequent severed use of the Units. No Unit Owner shall execute any deed, mortgage, lease or other instrument conveying, leasing, or otherwise encumbering title to the Unit without including therein all interests appurtenant thereto, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other such instrument purporting to affect one or more of such interests, without including all such interests,

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

~~00495426 Ek00955 Pg01066~~

00495827 Ek00956 Pg00775

shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of any interest appurtenant to any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest is appurtenant.

2.3 **Transfer of Common Areas** Any deed, mortgage, deed of trust, sales contract or other instrument conveying a Unit shall be conveyed with the appurtenant Percentage of Ownership interest in the Common Areas as set forth in Exhibit C hereto and to specific Limited Common Areas as set forth herein below.

2.4 **Partition Not Permitted** Except as specifically provided for otherwise in this Declaration, the Common Areas shall be owned in common by all the Owners of Units, and no Owner may bring any action for partition thereof.

2.5 **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 or any part thereof.

2.6 **Taxation of Units** Each Unit within the Project, including each Unit's appurtenant percentage 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 assessment authority. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the percentage interest appurtenant to such Units. All such taxes, assessments, and other charges of each respective Unit shall be separately levied against the Unit 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.

2.7 **Rules and Regulations** The Board of Directors 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, any rule or regulation which the Board deems reasonable to protect the Property, the Buildings, and the Unit Owners, their tenants, guests, and invitees. 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, and the Owner shall be responsible for all costs of enforcement and collection activities, including reasonable attorney fees.

2.8 **Title to the Common Area** Each Unit Owner shall be entitled to an undivided interest in the Common Area and Facilities according to each Unit Owner's Percentage of Ownership as set forth in Exhibit C hereto.

2.9 **Owners' Easements of Enjoyment** Every Owner has a right and easement of use and enjoyment in and to the Common Area. This easement is appurtenant to and passes with the title to every Unit, subject to:

a. the right of the Association to suspend the voting rights and/or use of common utility service of a member for any period during which any assessment or portion thereof against his Unit remains unpaid as more fully provided for in Article IV below; and for a period of not to exceed sixty (60) days for any infraction of this Declaration, the Bylaws, and any published rules and regulations;

b. the right of the Association, with the approval of sixty-seven percent (67%) of each class of owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area or any interest therein to any private individual, corporate entity, public agency, authority, or utility;

c. the right of the Association to grant easements for water, sewer, gas, telephone, electricity and drainage purposes;

d. the right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure;

e. the terms and conditions of this Declaration;

f. the right of the Association, through its Directors, to adopt rules and regulations concerning use of the Common Area and other matters set forth in this Declaration; and

g. the right of the Association to enter into agreements or leases 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.

2.10 **Deed Restriction on and Easement Over Private Parking Areas** Condominium Unit Owners who also own a private parking area (a parking unit) shall not sell, transfer, convey, lease, or assign the parking unit to any person not an Owner of a Unit in the Project. Those Condominium Unit Owners holding title to private parking units shall have reciprocal easements for ingress and egress over and across each others private parking units.

2.11 **Assignment of Limited Common Areas** Among other Limited Common Areas, the Plat designates the following Limited Common Areas: Limited Common Area 1, Limited Common Area 2, Limited Common Area 3 and Limited Common Area 4. Limited Common Area 1 shall be assigned to and appurtenant to Units 100, 105 and 110. Limited Common Area 2 shall be assigned to and appurtenant to Units 200, 205, 210 and 215. Limited Common Area 3 shall be assigned to and appurtenant to Units 300, 305, 310, and 315. Limited Common Area 4

shall be assigned to and appurtenant to Units 300 and 315. Limited Common Area 4 may be assigned to and become appurtenant to Units 305 or 310, or both, by written, Recorded consent of the Owners of Units 300 and 315 and the Unit to which this Limited Common Area 4 will also be assigned, i.e. Unit 305 or 310, or both.

ARTICLE III
Owners Association

3.1 **Membership** Each Unit Owner shall automatically upon becoming the owner of a unit, be a member of the Association, and shall remain a member of said Association until such time as the ownership ceases for any reason, at which time membership in the Association shall automatically cease. Membership is appurtenant to and may not be separated from unit ownership. The Management Committee or its delegate may require that a member provide proof of ownership as a condition to recognition. All Unit Owners are subject to all the rights and duties established in this declaration and in the Articles of Incorporation and Bylaws of the Association. Unless otherwise provided in these documents, the Declarant, for all unsold units in the project, enjoys the same rights as other owners.

3.2 **Voting** Each Unit Owner shall be entitled to the number of votes set forth in Exhibit C. The assessments shall be charged by the Association based on the percentage of Ownership in the Common Areas of the Project. However, under all circumstances, assessments levied to any Unit Owner shall be determined by his percentage ownership of the Common Areas. In the event there is more than one Owner of a particular Unit, the voting 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, 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 objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

3.3 **Management Committee/Board** The Declarant may appoint and remove all the members of the Board, all officers of the unit owners' association and exercise all powers and responsibilities delegated by this Declaration and the Act to the Association, its officers and the Board for a period ending on the earlier of the three following events: (a) four years after the recording of the Declaration, (b) when the units to which three-fourths of the undivided interest in the Common Areas and facilities appertain have been conveyed, or (c) Declarant elects in writing to turn over election of the Board to the Members of the Association. Upon the Declarant's turn over of the control to appointment the Board, the affairs of the Association shall be governed by a Board of composed of two persons elected from the Unit Owners in the three story building and one person elected from the Unit Owners in the one story building. The number of persons on the Board may be changed pursuant to the Bylaws of the Association. The Board shall have the power to manage the condominium project in accordance with the Act, this Declaration and the Bylaws.

- a. **Indemnification**. The Board, and each of them, shall be indemnified by the Association against any loss, damage, claims or liability,

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

~~00495426 Bk00955 Pk01067~~

00495827 Bk00956 Pk00778

including reasonable counsel fees, suffered or incurred by reason of such position, except to the extent such damage, claim, loss or liability is covered by any type of insurance; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of that persons own willful misconduct or gross negligence.

- b. Books and Records. The Board shall maintain current copies of the Declaration, Articles, Bylaws, Rules and Regulations and other similar documents, as well as its own books, records and financial statements audited by a reputable certified public accountant which shall all be available for inspection by unit owners as well as by holders, lenders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Reasonable charges shall be made for the cost of copying, researching or extracting from such documents, in an amount to be determined by resolution of the Board. The Board shall keep detailed, accurate records in chronological order, of receipts and expenditures affecting the common areas and facilities.
- c. Rulemaking Power. The Board may, from time to time and subject to the provisions of this Declaration and the Bylaws, adopt, amend and repeal rules and regulations governing, among other things, use of any Common Areas and Units under the jurisdiction of the Association, parking restrictions and limitations, limitations upon vehicular travel on the properties, and restrictions on other activities or improvements on the properties which creates a hazard.
- d. Promulgation of Rules. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and may be, but need not be, recorded. Upon such mailing or other delivery, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration and the Bylaws.
- e. Management Agreement. The Board shall have the power to enter into a management agreement, management contract or lease of facilities on behalf of the Association or the unit owners as a group. Notwithstanding this and any other provision of this Declaration any agreement reached by the Association must be terminable without penalty upon not more than 90 days written notice.

3.4 Professional Management The Board of Directors may employ a professional manager or other persons as independent contractors, not as 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 Board of

Directors for cause upon thirty (30) days written notice thereof and without cause upon not more than 90 days written notice. Any such contract to furnish goods or services for any Common Areas of 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 for each such period by a vote or written consent of a majority of the Board of Directors.

ARTICLE IV
Assessments

4.1 **Assessments** To help promote the health, safety, and welfare of the Owners, the Association shall have the authority to levy assessments for the Common Expenses of the Project. The following are the basic items for which assessments may be levied, but the Association at its discretion shall have the authority to create additional items to insure should the health and welfare of the Unit Owners or their property:

- payment of taxes, insurance, and common utility charges;
- payment of repairs, replacements, and maintenance of the Common Areas and Facilities;
- establish an adequate reserve fund for the maintenance, repair and replacement of the Common Areas and Facilities – the reserve fund shall be segregated into three distinct accounts: one for Common Areas and Facilities outside the footprint of each Building and one for each separate Building's exterior maintenance, repair and replacement;
- payment of administrative expenses of the Association; and
- payment of Common Area monthly maintenance fees including, but not limited to, trash removal, janitorial services, window cleaning, landscape maintenance, parking lot cleaning, and Common Area water and power costs.

4.2 **Personal Obligation and Lien** Each Unit 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 fees, interest and costs of collection. All such amounts shall be, constitute, and remain:

- a. The obligation of the person who is the Owner of such Unit at the time the assessment falls due; and
- b. If the Unit Owner fails or refuses to pay when due, a charge and continuing lien upon the Unit with respect to which such assessment is made, pursuant to the Act.

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

~~00495426~~ Bk:00955 Pg01071

00495827 Bk:00956 Pg00780

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 fees, which shall be a charge on the Unit at the time of conveyance, without prejudice to grantee's right to recover from the grantor the amounts paid by grantee therefore.

4.3 **Purpose of Assessments** Assessments levied by the Association shall be used exclusively for the purpose of paying the Common Expenses and 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, without limitation, 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 a 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.

4.4 **Monthly Assessments** The monthly assessment shall be determined according to a budget prepared by the Board and shall be payable on the first day of each month. Except as otherwise provided in this Declaration, the amount of Monthly Assessments for any calendar year shall be as determined by the Association Budget for that calendar year, not accounting for Special Assessments, Additional Assessments, Individual Assessments, and such other assessments as permitted under this Declaration. Each Unit Owner's obligation for such assessments shall be determined by the Owner's fractional ownership interest in the Common Area for maintenance, repair and replacement of Common Areas and Facilities outside the footprint of the Buildings. Assessments for exterior and interior Building maintenance, repair and replacement shall be determined, assessed and calculated as provided for Section 4.10.

4.5 **Basis of Monthly Assessments** Each Unit which is certified for occupancy shall be assessed Monthly Assessments. Every Unit Owner shall pay his proportionate share of the Common Expenses associated with maintenance, repair and replacement of the Common Areas and Facilities outside the footprint of the Buildings. Every Unit Owner shall also pay his proportionate share of the Common Expenses and contribution to reserves associated with exterior and interior maintenance, repair and replacement of the Common Areas and Facilities within the Building in which the Owner owns a Unit (such assessment may be made a part of the monthly assessment of levied as a Building Assessment). Assessments shall commence as to all Units in a phase on the first day of the month immediately following the first close of sale of a Unit. Payment thereof shall be in such amounts and in such intervals as the Board determines in accordance with the Act, this Declaration, or the Bylaws. The total monthly assessments shall be based among other things, on the expense 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 Unit Owners under or by reason of this Declaration).

4.6 **Apportionment of Monthly Assessments** Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Unit Owners in proportion to their respective percentage interests.

4.7 **Special Assessments** In addition to the monthly 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 construction or reconstruction, unexpected repair or replacement 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 ten percent (10%) of the annual budget shall require consent of a majority of the Owners. Any amounts assessed pursuant hereto shall be assessed to Unit 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 no payment shall be due less than thirty (30) days after such notice shall have been given.

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.

4.8 **Governmental Assessments** In addition to the monthly assessments and Special Assessments 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 Cedar City 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 Units, and that they are installed and shall be maintained to City specifications. Further, the City has required that the Association be responsible for repair, maintenance and reconstruction of sewer lines on the Property and the Board shall have the authority to levy assessments for such purposes without the consent of the Owners.

4.9 **Individual Assessments** Each Unit Owner shall also be assessed from time to time for (i) all damages to which said Unit Owner is subject as a result of a violation of the terms of this Declaration and the rules and regulations prescribed by the Board of Directors; (ii) for damages caused to the Common Areas by the negligence or willful misconduct of such Unit Owner; and (iii) for any other liability, indebtedness, or other obligation of the Unit Owner to the Association arising under the provisions of this Declaration. Notice of all Individual Assessments shall be given by the Board of Directors to the Unit Owner 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 Committee and shall bear interest thereafter at the rate of eighteen percent (18%) per annum.

4.10 **Building Assessments** Notwithstanding any other provision in the Declaration or the Bylaws, the Board shall assess the Owners of Units in the Buildings separately, on a pro rata basis according to the square footage of each Unit in that Building, for the exterior and interior maintenance, repair, replacement and reconstruction costs associated with each separate Building. A Building 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.

4.11 **Nonpayment of Assessments; Remedies** Pursuant to Utah Code Ann. §§ 57-8-20, *et seq.* (2004 Suppl.), any assessment installment payment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Unit provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date any such installment payment on assessments become due. If any installment payment on the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, plus a late payment service charge of Twenty Five Dollars (\$25.00) if the assessment is not paid within ten (10) days of when it is due, or such larger amount as set by the Board, provided the charge does not exceed twenty-five percent (25%) of the amount of the installment payment, and the Association may, in its discretion, bring an action either against the Owner or to foreclose the lien against the Unit. Any judgment obtained by the Association and any foreclosure commenced shall include reasonable attorney fees, court costs, and each and every other expense incurred by the Association in enforcing its rights. If a monthly installment payment is not timely made, the Board may declare the entire Monthly Assessment in default and accelerate the Monthly Assessment and declare the entire amount of the Monthly Assessment immediately due and owing.

4.12 **Lien** The Board may elect to file a claim of lien against the Unit of the delinquent Owner by Recording a notice ("Notice of Lien") setting forth (a) the amount of the claim or delinquency, (b) the interest and costs of collections which have accrued thereon, (c) the legal description of the Unit against which the lien is claimed, and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the Notice of Lien have been fully paid or satisfied, the Association shall execute and Record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board to cover the cost of preparing and recording the release of lien. Unless paid or otherwise satisfied, the lien may be foreclosed in a like manner as a mortgage or any other manner provided by law, including without limitation, a deed of trust as set forth in this Declaration.

4.13 **Trust Deed for Assessments** By acceptance of a deed for a Unit, each Owner as Trustor conveys and warrants to Trustee in trust for the Association as Beneficiary, with power of sale, the Owner's Unit and appurtenant Limited Common Area, and all Improvements thereon

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

~~00495426 Bk00955 Pg01074~~

00495827 Bk00956 Pg00783

for the purpose of securing payment of all assessments (including basis of collection) provided for in this Declaration. For purposes of this Section and Utah Code Ann. §§ 57-1-19, *et seq.*, as amended from time to time. The Trustee shall mean the attorney for the Association and the Association may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the Iron County Recorder. Each Owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§ 57-1-19, *et seq.*

4.14 Perfection of Lien and Priority Upon the recording of Notice of Lien by the Manager or Board, such lien constitutes a lien on the Unit Owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except:

- (a) tax and special assessment liens on the Unit in favor of any assessing Unit or special improvement district; and
- (b) encumbrances on the interest of the Unit Owner:
 - (i) recorded prior to the date of the recording of Notice of Lien; and
 - (ii) that by law would be a lien prior to subsequently recorded encumbrances.

The Manager or Board may enforce the assessment lien by sale or foreclosure of the Owner's interest. The Manager or Board may bid at a sale or foreclosure and hold, lease, mortgage, or convey the Unit that is subject to the assessment lien.

4.15 Discontinuance of Common Utility Service and Suspension of Common Facility Use If the Owner fails or refuses to pay an assessment when due, the Board or Manager may, after giving notice and an opportunity to be heard as provided for below, terminate an Owner's right:

- (a) to receive utility services paid as a common expense; and
- (b) of access and use of recreational facilities.

Before terminating utility services or right of access and use of recreational facilities, the Manager or Board shall give written notice to the Owner in the manner provided in the Bylaws. The notice shall inform the Owner (i) that utility service or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within thirty (30) days; (ii) of the amount of the assessment due, including any interest or late payment fee; and (iii) of the right to request a hearing as provided for in this Section. An Owner who is given notice may request an informal hearing to dispute the assessment by submitting a written request to the Board within fourteen (14) days after the date on which the Owner receives the notice. The hearing shall be conducted by the Board in accordance with the standards provided in the Bylaws. If a hearing is requested, utility services or right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered. Upon payment of the assessment due, including any interest or late payment

fee, the Manager or Board shall immediately take action to reinstate the terminated utility services and right of access and use of recreational facilities.

4.16 Future Lease Payments Subject to Section 4.20 below, if the Owner of a Unit who is leasing the Unit fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board, upon compliance with this Section, may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid. The Manager or Board shall give the Owner written notice of its intent to demand full payment from the tenant under this Section. The notice shall: (i) provide notice to the tenant that full payment of the remaining lease payments will begin with the next monthly or other periodic payment unless the assessment is received within the time period provided in the Declaration, Bylaws, or Association Rules; (ii) state the amount of the assessment due, including any interest or late payment fee; (iii) state that any costs of collection, not to exceed One Hundred Fifty Dollars (\$150.00), and other assessments that become due may be added to the total amount due; and (iv) provide the requirements and rights described in this Section. If the Owner fails to pay the assessment due by the date specified in the notice, the Manager or Board may deliver written notice to the tenant that demands future payments due to the Owner be paid to the Association pursuant to this Section. The Manager or Board shall mail a copy of the notice to the Owner. The notice provided to the tenant under this Section shall state: (i) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the intent of the Board to collect all lease payments due to the Association; (ii) that until notification by the Association that the assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and (iii) that payment by the tenant to the Association in compliance with this Section will not constitute a default under the terms of the lease agreement. If a tenant makes payments in compliance with this Section, the Owner may not initiate an action against the tenant. All funds paid to the Association pursuant to this Section shall be: (i) deposited in a separate account; and (ii) disbursed to the Association until the assessment due, together with any cost of administration which may not exceed Twenty-Five Dollars (\$25.00), is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association. Within five (5) business days after payment in full of the assessment, including any interest or late payment fee, the Manager or Board shall mail a copy of such notification to the Owner.

4.17 Statement of Account The Manager or Board shall issue a written statement indicating any unpaid assessment with respect to a Unit covered by the request, upon the written request of any Owner, and payment of a reasonable fee not to exceed Ten Dollars (\$10.00). The written statement shall be binding in favor of any person who relies in good faith on the written statement upon the (i) remaining Owners; (ii) Manager; and (iii) Board. Unless the Manager or Board complies with such request within ten (10) days, any unpaid assessment that became due prior to the date the request was made is subordinate to a lien held by the person requesting the statement.

4.18 **Payment by Encumbrancer** An encumbrancer holding a lien on a Unit may pay any unpaid assessment due with respect to the Unit. Upon such payment, the encumbrancer has a lien on the Unit for the amounts paid.

4.19 **Cumulative Remedies** The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.20 **Mortgage Protection** Notwithstanding all other provisions hereof, no lien created under this Article IV, nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the Beneficiary under any Recorded first Deed of Trust (meaning any deed of trust with first priority over other deeds of trust) upon a Unit made in good faith and for value; provided that after such Beneficiary or some other Person obtains title to such Unit by judicial foreclosure or by means of the powers set forth in such Deed of Trust or through a deed in lieu of foreclosure, such Unit shall remain subject to the Declaration and the payment of all installments of Assessments accruing subsequent to the date such Beneficiary or other Person obtains title.

4.21 **Rent After Foreclosure** In the event the Association takes title to a Dwelling Unit through foreclosure, the Board may elect to allow the occupant to remain in the Dwelling Unit and the occupant shall be required to pay a reasonable rental to the Association for the Dwelling Unit.

4.22 **Non-Use/Abandonment** No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas and Facilities or by abandonment of the Unit.

ARTICLE V **Insurance**

5.1 **Project Insurance and Property Damage** The Association shall keep in force at all times:

a. A blanket multi-peril policy covering fire, flood (if the Property is in a flood zone) and earthquake for the full replacement value of the Buildings, excluding items such as land, landscaping and other such items.

b. A comprehensive policy of public liability insurance covering all of the Common Areas in the Project with a Severability of Interests Endorsement of equivalent coverage which would preclude the company from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owner with limits not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence, including liability for property of others and such other risks as are customarily covered in similar projects.

5.2 **Additional Requirements** Any Insurance obtained pursuant to the preceding section shall provide that:

a. the name of the insured shall be the Association as the Director for the Unit Owners and shall have standard mortgage clauses;

b. insurance coverage obtained and maintained pursuant to the requirements of the preceding section may not be brought into contribution with insurance purchased by the Unit Owner or their mortgagees, and the coverage shall in any event be primary;

c. coverage must not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is within the control of the Association or by failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control;

d. coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds, including holders of first mortgages who have filed written requests for such notices including its name and address and the Unit number on which it holds the mortgage;

e. the insurer shall waive subrogation as to any and all claims against the Association, the Owners of any Unit and /or their respective agents, employees or tenants, and of any defenses based on co-insurance or on invalidity arising from the acts of the insured; and

f. any provision that the carrier may elect to restore damage in lieu of a cash settlement shall not be exercisable without the prior written approval of the Association or when in conflict with any requirement of law.

5.3 **Use of Proceeds** Except as provided by statute, in case of substantial loss (three-fourths or more of the Units and/or Common Areas) wherein the Condominium Project is destroyed or substantially damaged unless at least three-fourths (3/4) of such First Mortgagees and Unit Owners of the of the Condominium Project have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to any condominium property other than the repair, replacement or reconstruction of such condominium property. If the First Mortgagees and Unit Owners of the of the Condominium Project do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the manager or management committee shall record, with the county recorder, a notice setting forth such facts, and upon the recording of such notice:

- (1) The property shall be deemed to be owned in common by the unit owners;
- (2) The undivided interest in the property owned in common which shall appertain to

each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements;

(3) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property; and

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

5.4 **Fidelity Insurance** The Board may elect to obtain fidelity coverage against dishonest acts on the part of managers, directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the owners or members. In procuring fidelity insurance the Board shall seek a policy which shall (1) name the Association as obligee or beneficiary, plus (2) be written in an amount not less than the sum of (i) three months' operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

5.5 **Annual Review of Policies** All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed.

5.6 **Premiums** Any insurance premium shall be a part of the Common Expenses.

5.7 **Individual Unit Owner's Insurance** Insurance obtained by the Association shall not prejudice the rights of the individual Unit Owners to obtain insurance, and said Unit Owners shall insure their personal property and installed fixtures.

ARTICLE VI **Damage & Condemnation**

Damage to or destruction of all or any portion of the Common Areas and condemnation of all or any portion of the Common Areas shall be handled in the following manner:

a. Subject to section 5.3, in the event of damage or destruction by fire or other casualty to any portion of the development covered by insurance written in the name of the Association, the Board shall upon receipt of the insurance proceeds, contract to rebuild, restore, or repair such damaged or destroyed portions of the development to its former condition.

b. Each Unit Owner hereby appoints the Board as an attorney-in-fact to represent the Unit Owner in purchasing and maintaining negotiations, settlements, agreements, and related proceedings resulting from damage or destruction to the project, or from condemnation or liquidation of all or a part of the project, or from termination of the project. Proceeds from a settlement will be paid to the Association for the benefit of the Unit owners and their mortgage holders. Any losses, awards, or proceeds from the condemnation, destruction, or liquidation of all or a part of the project, or from the termination of the project, shall be allocated among unit owners based on the relative value of each unit and in accordance with the par value of each unit.

c. If the cost of effecting total restoration of such Common Areas exceeds the amount of insurance proceeds and reserve funds, the Association shall, if and to the extent a Special Assessment is approved as provided for in section 4.7, cause the same to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each Unit and its respective Owner.

d. To the extent of funds available for restoration, any restoration or repair of such Common Areas shall be performed substantially in accordance with the original plans and specifications subject to such changes within the scope of such original plans and specifications as may be approved by the Board.

e. Each Member shall be liable to the Association for any damage to the Common Areas or Improvements thereon sustained by reason of the negligence or willful misconduct of said Member or the Persons deriving their right and easement of use and enjoyment of the Common Areas from said Member, or of his respective patrons and guests, both minor and adult. In the event of such damage to the Common Areas or Improvements thereon, the Board may either assess a penalty under the Rules and Regulations established by the Board in an amount sufficient to pay all costs of the Association attributable to such damage, including deductibles and increase in insurance premiums, if any, or the Board may repair the damage to the Common Areas or Improvements thereon with the proceeds from the Association's insurance and assign to the Association's insurance company its claims against the Member who, by his own acts or the acts (both minor and adult) of his patrons, guests, invitees, or assignees, damaged the Common Areas or Improvements thereon. In the case of joint ownership of a Unit, the liability of the Owners thereof shall be joint and several, except to the extent that the Association has previously contracted in writing with such joint Owners to the contrary.

f. If at any time the Common Areas, or any part thereof, shall be taken or condemned by any authority having the power of eminent domain, the Association shall represent the Unit Owners in these proceedings, negotiations, settlements or agreements. All compensation and damages shall be payable to the Unit Owners in proportion to the

percentage of their Unit condemned and their fractional ownership in that part of the Common Areas condemned.

ARTICLE VII
Use Restrictions

7.1 **Use of the Common Area** The Common Area and Facilities shall be used only in a manner consistent with the community nature. Utility installation necessary and appurtenant to individual Units may be located in the Common Areas with the written consent of the Association. Any Unit Owner who causes damage to any common or limited common area shall be personally responsible for said damage and repair or restoration of the same.

7.2 **Use of Units** All Units are restricted to use for professional and business offices. No Unit shall be used, occupied, or altered in violation of law so as to create a nuisance or interfere with the rights of any Unit Owner, or in any way which would result in an increase in the cost of insurance covering the Common Areas. 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.

7.3 **Maintenance**

It shall be the responsibility of the Association to maintain, replace or repair:

- a. all exterior landscaping;
- b. all fixtures, floor coverings, railing, Buildings supports, equipment and decor in all Common Areas;
- c. all portions of the Units which constitute a part of the exterior of the Buildings or which contribute to the support of the Buildings, including main bearing walls, but excluding painting, wall papering, decorating or other work on the interior surfaces of walls, ceilings and floors within the unit; and;
- d. any damage created by work done directly by the Association, its agents or employees.

It shall be the responsibility of the Unit Owner to:

- a. maintain, repair or replace any portion of his Unit and Limited Common Area appurtenant to his Unit, which may cause injury or damage to other Units or to the Common Areas and Facilities;

b. paint, wallpaper, decorate and maintain the interior surface of all walls, ceilings and floors within the Unit as well as the plumbing, heating, and air conditioning for his Unit;

c. perform his responsibilities in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners in the Buildings; and

d. refrain from repairing, altering, replacing, painting, decorating, or changing the exterior of the Unit or any exterior appendages whether exclusively used by the Unit Owner or otherwise without obtaining the written consent of the Association.

7.4 **Heating and Air Conditioning Units** It shall be the obligation of the Association at its sole cost to provide regular filter replacement of the heating and air conditioning equipment. The Unit Owners shall be responsible to repair, maintain, and replace the heating and air conditioning equipment appurtenant to their individual Unit.

7.5 **Association's Right to Maintain Units** In the event that any 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 as an Individual Assessment upon such Unit.

7.6 **Alteration or Improvement** No structural alteration shall be made to any Unit. No alteration or improvement to any Unit which would alter the Common Areas may be made by any Unit Owner without the written consent of all Unit Owners. No application shall be filed with a governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit which alters or affects the Common Areas unless approved and executed by all Unit Owners. Such approval and execution shall not, however, incur a liability on the part of the Association, or any of its Directors, officers, or members, to any person or entity, including but not limited to contractors, subcontractors, materialmen, architects, or engineers by reason of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. Consent shall be requested in writing. The Association shall have the obligation to answer within thirty (30) days and failure to do so within that stipulated time shall mean that there is no objection to the proposed modification or alteration. The Association may require that the Unit Owner making such improvement, alteration or addition obtain such insurance coverages and in such amounts as the Association deems proper.

7.7 **Prohibited Uses** No part of the Property shall be used for any residential purpose. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law, ordinance, or regulation of any governmental authority. No hazardous waste or substance shall be discharged or kept on the Property in such quantities and/or in containers as may be prohibited by Federal, State, or local law. The Unit Owner in violation of this provision shall hold harmless and indemnify Declarant and the Association from and against all charges, fines, penalties, claims, causes of action, and costs, including but not limited to attorney fees and costs.

7.8 **Signs** Except for one "For Rent" or "For Sale" sign of not more than two (2) square feet, which may be placed in the window of a Unit, and directional signs, no signs of any type, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted without the approval of the Board of Directors. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of Declarant or their agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth hereinafter and in its Articles of Incorporation, Bylaws and Rules and Regulations, as the same may be amended from time to time.

7.9 **Quiet Enjoyment** No noxious or offensive activities shall be carried on in any part of the Condominium Project nor any activity which shall interfere with the quiet enjoyment of each Unit Owner or his tenants, or clients, guests or invitees or which may be or may become an annoyance or nuisance.

7.10 **Garbage Removal** All trash and garbage shall be removed regularly from each Unit and placed in the bin provided by the Association. Disposal of any hazardous or contaminated waste or substances and all pollutants must be removed according to applicable governmental regulations at the expense of the Unit Owner. The Declarant or Association may, at its discretion, levy a surcharge to any Unit Owner if the Unit Owner or the occupant or tenant is creating an excessive amount of garbage as to require additional dumping charges.

7.11 **Parking** The Board shall have the authority to determine policies for parking and use of the parking areas on the Common Area.

7.12 **Animals** No animal of any kind, except fish in aquariums and animals which are companions of the impaired, shall be permitted on the Property.

7.13 **Compliance of Tenants** Each Unit Owner or his manager shall be responsible to ensure that his tenants, guests and invitees comply with every provision of this Declaration, the Bylaws, and the Rules and Regulations of the Association.

7.14 **FCC** Each Unit Owner shall have such rights to satellite antennas and dishes as permitted by the rules and regulations of the Federal Communications Commission, provided

that any such antennas and dishes shall be placed and screened from the view of other Units provided such placement and screening will not impair installation, maintenance, or use of the antenna or dish in a way that (i) causes unreasonable delay in installation; (ii) unreasonably increases the cost of the equipment or its installation, maintenance, or use; or (iii) precludes reception of an acceptable quality signal.

ARTICLE VIII **Easements**

8.1 **Utilities** There is hereby created a blanket easement upon, across, and under the Buildings and all of the Common Areas for the maintenance, repair and replacement of all utilities accessing the Condominium Project. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Buildings and all of the Common Areas to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wire, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the properties in such a way as to unreasonably encroach upon or limit the use of the Common Areas or any structure thereon. In the initial exercise of easement rights under this section, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this section, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said property without conflicting with the terms hereof.

8.2 **Police, Fire, and Ambulance Services** An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the common areas and facilities and units in the performance of their duties.

8.3 **Maintenance by the Association** An easement is hereby granted to the Association and any of its agents, employees, or assigns and to any maintenance company selected by the Association to maintain, repair or replace any items or equipment, on the Common Areas or within the individual Units. In the case of an emergency, the Association shall have the right to enter into any Unit in the Condominium Project to perform duties or repairs, and repair, in the event the same are neglected by the unit owner or for the purpose of repair to the Common Areas and facilities.

8.4 **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 exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Buildings, by error in the Plat, 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.

8.5 **Easement for Access to 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 such rights shall be appurtenant to and pass with the title to each Unit.

8.6 **Easement for Access for Construction, Maintenance, Repair and Emergencies** Some of the Common Areas are or may be located within the Units or may be conveniently accessed only through the Units. The Declarant and the Unit Owners shall have the irrevocable right, to be exercised by Declarant or the Association (or the agents of Declaration or the Association) as the Unit Owner's agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the construction of other Units, including without limitation plumbing, electrical and drainage, where maintenance, repair or replacement of any of the Common Areas and Facilities located therein or accessible therefrom or from making emergency repairs therein necessary to prevent damage to the 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 construction, maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of Declarant or the Association or of Owners shall be an expense of the person or entity causing the damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to the damage. Amounts owing by Owners pursuant hereto shall be collected by the Association as an Individual Assessment.

8.7 **Reservation of Easements by Declarant** Declarant hereby reserves such easements and rights of ingress and egress over, across and through the Common Area to complete the Project. Declarant further reserves unto itself, and for the sole benefit of Declarant, its successors and assigns, easements (appurtenant and in gross) over, across, through and under the Common Area, the Lots and the Units, including specifically but without limitation, to the entire roof area of any or all of the Units, for communication devices ("Communication Easements"). The Declarant, its successors and assigns, may for their benefit assign, lease or convey such Communication Easements to private or public communication companies. Such Communication Easements include the right to install pads for an emergency power supply on the Common Area, provided the pad areas are landscaped to shield the emergency power supply from view. To the extent any communications provider requires an additional power supply to the Property or an upgrade of the then existing power supply to the Property, such communications provider shall have the right, including the right of access, repair and maintenance, to do so at their sole cost and expense. Additionally, if the additional power

requirement or upgrade necessitates bringing in an additional power line, the communications provider shall have an easement for such purposes, including installation, repair and maintenance, over, across and under the Common Areas and Lots and through the common walls of the Units.

8.8 **Declarant's Easements for Telecommunications Facilities** Declarant reserves the right, for itself and its assigns, to exclusive use of one (1) telecommunications facilities room on the Property. The space reserved for such use shall not be less than a size of ten feet by twelve feet, and shall be equipped with climate control facilities to preserve and protect equipment installed therein. Declarant's easement of exclusive use shall allow it to occupy said room through installation of telecommunications equipment intended to service the Development internally or to connect to external telecommunications facilities, as well as to access said room through the Unit to which it is contiguous. Declarant also reserves to itself and its assigns the exclusive right to license or allow telecommunications service and/or equipment providers to access said room from time to time for the purpose of installation, service, operation, or maintenance of telecommunications equipment. The Owner of the Unit to which said room is contiguous shall at all times cooperate with Declarant or its assignee to facilitate the purposes of this section, including for use of, access to, and protection of the contents of said room.

8.9 **Other Easements** The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE IX **Rights of First Mortgagees**

Notwithstanding any other provision of this Declaration, the following provisions shall govern the rights of the First Mortgagees.

9.1 **Consent of Majority of First Mortgagees Required** Any amendment of the Declaration affecting the following shall not be effective without consent of at least over fifty percent (50%) of the First Mortgagees: voting rights; assessments, assessment liens, or subordination of assessment liens, reserves for maintenance, repair and replacement of Common Areas; responsibility for maintenance and repairs; relocation of interests in the Common Area, or rights to its use; boundaries of any Unit; conversions of Units into Common Areas or vice versa; or the addition, annexation or withdrawal of property to or from the Property; insurance or fidelity bonds; leasing of Units; imposition of any restriction on an Owner's right to sell or transfer his Unit; or any provision that expressly benefits mortgage holders, insurers or guarantors. Notwithstanding the foregoing, this section shall not in any case be applied to restrict the right of Declarant to unilaterally amend pursuant to section 12.5 below.

9.2 **Consent of Seventy-Five Percent (75%) of First Mortgagees Required** Unless the Association shall receive the prior written approval of at least seventy-five percent (75%) of all First Mortgagees of the Units, the Association shall not be entitled to:

- a. by act or omission, seek to abandon or terminate the Condominium Project;
- b. change the pro rata interest or obligation of any Unit in order to levy assessments or charges, allocate distribution or hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each Unit in the Common Areas; and
- c. by act or omission, seek or abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as herein elsewhere reserved.

Notwithstanding the foregoing, this section shall not in any case be applied to restrict the right of Declarant to unilaterally amend this Declaration pursuant to section 12.5 below.

9.3 **Notice of Matters Affecting Security** The Association shall give written notice to any First Mortgagee of any Unit which makes written request for such notice, including its name and address and the number of the Unit on which it has a mortgage under the circumstances enumerated in Article VI, or whenever any of the following matters come up for consideration or effectuation by the Association:

- a. abandonment or termination of the Condominium Project established by this Declaration;
- b. material amendment of this Declaration or Bylaws of the Association; or
- c. any delinquency in the performance of an obligation by a Unit Owner which is not cured within sixty (60) days.

ARTICLE X
Assignment of Powers

Any and all rights and powers of the Declarant herein contained may be delegated, transferred, or assigned. In the event of any such transfer of Declarant rights, the Declarant shall have assigned all of its rights herein and shall be relieved from and after the date of such transfer of all liability and obligations hereunder, and the Successor Declarant(s) shall have all the rights and obligations of Declarant contained herein.

ARTICLE XI
Service of Process

11.1 **Registered Agent.** Timothy Stewart shall initially serve as agent for service of process in cases authorized by the Utah Condominium Ownership Act. His address is 720 So. River Road, A-200, St. George, Utah 84790. The Association shall have the right to appoint a successor or substitute agent for service of process. Such successor or substitute agent and his or her address shall be specified by an appropriate instrument filed in the Office of the County Recorder of Iron County, State of Utah, and the Utah Division of Corporations and Commercial Code.

11.2 **Limitation of Liability** Neither Declarant nor the Association shall be liable for any failure of water service or other utility service to be obtained and paid for by the Association, or for any 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 the Buildings, or their drains, pipes, conduits, appliances or equipment, or from any other place, unless caused by the negligence or willful misconduct of the Association. No diminution or abatement of this 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 law, ordinances, regulations, rules or orders of any governmental authority.

ARTICLE XII
General Provisions

12.1 **Violation Constitutes Nuisance** Every act or omission whereby any restriction, covenant or condition in this document set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant, the Association, or a Unit Owner or Owners. Remedies hereunder shall be deemed cumulative and not exclusive.

12.2 **Enforcement**

a. Each and all of the restrictions, covenants and conditions contained in this document is and are for the benefit of the Declarant, the Association and of the Unit Owner or Owners from time to time of any Unit of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each and every Unit and portion of the Property and shall apply to and be binding upon each and every successor in interest. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant, the

Association, or a Unit Owner or Owners; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent Owner of said Unit shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.

b. The Board of Directors shall have the authority to promulgate rules and regulations for the governance of the Property, and persons with the Property. These rules of the Association shall be compiled and copies shall be made available by the Directors for inspection and copying at a reasonable cost.

c. Failure of the Association, Board or of any Unit Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association, Board or any Unit Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association, Board, or enforcing owner a reasonable attorney's fee. Any amounts levied or assessed hereunder shall be and constitute a continuing lien on such Owner's Unit and shall be enforceable as if such amounts were regular assessments made hereunder. The Board, however, may not impose a fine on a Unit Owner.

12.3 **Non-Liability of Board.** Neither the Board of Directors, officers or members of the Association shall be liable to any guest, invitee, lessee, tenant, Unit Owner, member or other individual for mistakes in judgment, or for any negligence or nonfeasance arising in connection with the performance or nonperformance of duties under this Declaration or the Bylaws.

12.4 **Severability** All of the conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof shall be either affected or impaired; and the Association and Unit Owners, their successors, heirs, and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

12.5 **Amendments** Subject to the limitations in Article IX above, the covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by Unit Owners holding not less than seventy-five percent (75%) of the ownership of the Common Areas. Any amendment must be properly recorded in the records of Iron County, Utah to become effective.

Notwithstanding the foregoing, the Declarant reserves the right to unilaterally amend the Declaration until such time as Declarant loses the right to appoint the Board as provided for in

~~00495426 Br00955 Pg01987~~

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

00495827 Br00956 Pg00798

Section 3.3.

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

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

12.8 **Notices** Any notice required to be sent under the provisions of this Declaration shall be conclusively deemed to have been given when deposited in the U.S. Mail, postage paid, to the last known address of the person who is entitled to receive it.

12.9 **Waivers** No provision contained herein shall be deemed to have been waived by reason of any failure of the Association to enforce it irrespective of the number of violations which may occur.

12.10 **Applicability of the Utah Condominium Ownership Act** This Declaration shall be governed by the Utah Condominium Ownership Act.

ARTICLE XIII
Convertible Land

13.1 **Legal Description of Convertible Land** The legal description by metes and bounds of the convertible land is attached hereto and incorporated herein as Exhibit D. The convertible land is also marked on the Plat. Convertible land means a building site which is a portion of the Common Areas and Facilities within which additional Units of Limited Common Areas and Facilities may be created.

13.2 **Maximum Number of Units** The maximum number of Units that can be created on the convertible land is five (5). If a Unit is created on the convertible land Exhibit C shall be amended to reflect the change in percentage of Common Area, Unit ownership, and voting rights and such amendment recorded in the records of the Iron County Recorder.

13.3 **Architectural Compatibility** Any structures built on the convertible land shall be substantially identical to the other Units in the Project, shall be architecturally compatible with the existing Buildings, and shall be constructed of a quality and with materials similar to those of the existing Buildings.

13.4 **Limited Common Area** The Declarant hereby reserves the right to create Limited Common Area on the convertible land. The Limited Common Area on the convertible land shall be substantially similar to the type and square footage of Limited Common Area

appurtenant to the other Units in the Project. The number of Limited Common Area on the convertible land shall not exceed the number of Units actually constructed on the convertible land.

13.5 **Time Limit** All convertible lands shall be deemed part of the part of the Common Areas and Facilities except for such portions of them as are converted in accordance with this Declaration. No such conversions shall by the occur after five (5) years from the recording of this Declaration in the records of the Iron County Recorder, unless three-fourths (3/4) of the Unit Owners vote in favor of converting the land after the five (5) years has passed.

ARTICLE XIV **Contractible Land**

14.1 **Legal Description of Contractible Land** The legal description by metes and bounds of the contractible land/withdrawable land is attached hereto and incorporated herein as Exhibit E. The contractible land is also marked on the Plat. This Project is a Contractible Condominium project which contains withdrawable land from which one or more portions of the land within the Project may be withdrawn in accordance with the provisions of this Declaration and the Utah Condominium Ownership Act. The land within the Project that is not subject to withdrawal from the Project is all land not describe in Exhibit E and such land is more particularly described in Exhibit F attached hereto and incorporated herein.

14.2 **Reservation to Contract the Condominium Project** Declarant hereby reserves the right to contract the Condominium Project by withdrawing from the Project the area marked as contractible land on the Plat.

14.3 **No Consent** The Declarant shall not be required to obtain the consent of Unit Owners to withdraw the contractible land from the Project.

14.4 **Limitations** The Declarant shall have seven (7) years from the date this Declaration is recorded in the records of the Iron County Recorder to exercise its right to withdraw the contractible land from the Project. No other event shall terminate the Declarant's right and option to withdraw the contractible land from the Project. The withdrawable land may be withdrawn from the Project in whole or in part and without regard to any particular order of withdrawal.

14.5 **Applicability of Declaration** No covenants, restrictions, limitations or other representations or commitments in this Declaration concerning anything that is or is not to be done on the contractible/withdrawable land, or any portion thereof, shall be binding as to any portion lawfully withdrawn from the Project. The foregoing shall not nullify, limit or otherwise affect any covenant, restriction, limitation or other representation or commitment in this Declaration or in any other agreement requiring the Declarant to withdraw any portion of the withdrawable land, or imposing any obligations concerning anything that is or is not to be done

~~00495426 Bk00955 Pg01091~~

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

00495827 Bk00956 Pg00800

to it or concerning it, or imposing any obligations about anything that is or is not to be done on or in respect to the Project or any portion of it.

ARTICLE XV

Amended Declarations and Supplemental Plats for Convertible and Contractible Lands

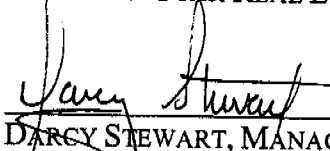
15.1. **Conversion of Land** Declarant may convert the convertible land from Common Area and Facilities and construct thereon Units and/or Limited Common Areas and Facilities. Interests in the Common Areas and Facilities may not be allocated to any Units to be created within the convertible land until the recording of a supplemental plat map depicting the same. Simultaneous with executing a supplemental plat map, the Declarant shall execute and record an amendment to this Declaration which reallocates undivided interests in the Common Area and Facilities so that the Units depicted on the supplemental plat map shall be allocated undivided interests in the Common Areas and Facilities on the same basis as the Units depicted on the original Plat. The amendment to the Declaration shall also assign an identifying number to each Unit formed out of the convertible land, shall describe and delineate the Limited Common Areas and Facilities formed out of the convertible land and showing or designating the Unit or Units to which each is assigned. The conversion of such land shall become effective upon recording an amendment to this Declaration and upon the recording of a supplemental plat map in the records of the Iron County Recorder. Such conversion may be accomplished in one or more phases.

15.2 **Withdrawal of Land** Declarant may contract the Project and withdraw all or a portion of the contractible/withdrawable land by recording an amendment to this Declaration, executed by the Declarant, containing a legal description by metes and bounds of the land withdrawn from the Project. Simultaneously, the Declarant shall execute and record a supplemental plat map which depicts the withdrawal of the contractible/withdrawable land from the Project.

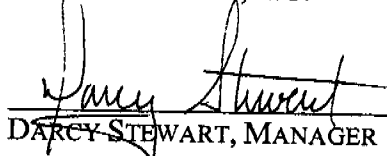
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 9 day of December, 2004.

DECLARANT:

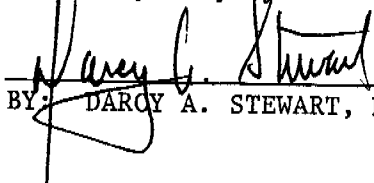
SOUTHERN UTAH REAL ESTATE HOLDINGS, L.C.


DARCY STEWART, MANAGER

CEDAR HOLDINGS, L.C.


DARCY STEWART, MANAGER

CANTON HOLDINGS, L.C., a Utah Limited Liability Company


BY: DARCY A. STEWART, Manager

~~00495426 Bk00955 Pg01092~~

00495827 Bk00956 Pg00801

STATE OF UTAH,)

:ss.

County of Washington.)

On this 8th day of December, 2004, personally appeared before me Darcy Stewart who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the Manager of Southern Utah Real Estate Holdings, L.C. and the Manager of Cedar Holdings, L.C., and that he executed the foregoing Declaration on behalf said companies being authorized and empowered to do so by the operating agreement of said Company, and he acknowledged before me that such Company executed the same for the uses and purposes stated therein.

Rebecca R. Collet

Notary Public



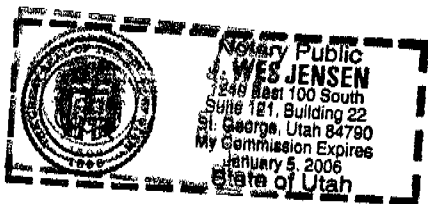
STATE OF UTAH)

(ss.

COUNTY OF WASHINGTON)

On this 23rd day of December, 2004, personally appeared before me Darcy A. STEWART, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the Manager of CANYON HOLDINGS, L.C., a Utah Limited Liability Company, and that he executed the foregoing Declaration on behalf of said company being authorized and empowered to do so by the operating agreement of said Company, and he acknowledged before me that such Company executed the same for the uses and purposes stated therein.

NOTARY PUBLIC



~~00495426 Bk00955 Pg01093~~

00495827 Bk00956 Pg00802

EXHIBIT A

DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH LINE OF 1225 NORTH STREET WHICH IS SITUATED N. 0°30'20" W. ALONG THE SECTION LINE 2260.76 FEET AND N. 89°41'17" E. ALONG THE NORTH LINE OF 1225 NORTH STREET 66.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 0°01'49" E. 276.29 FEET, THENCE N. 45°00'00" W. 98.58 FEET, THENCE N. 0°30'20" W. ALONG THE SECTION LINE 34.66 FEET, THENCE N. 89°24'46" E. 185.86 FEET, THENCE N. 0°35'14" W. 85.80 FEET, THENCE N. 89°24'46" E. 229.44 FEET TO THE WEST LINE OF NORTH FIELD ROAD (380 WEST STREET), THENCE S. 0°32'33" E. ALONG THE WEST LINE OF NORTH FIELD ROAD 438.71 FEET TO A POINT OF CURVE, THENCE AROUND THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET A DISTANCE OF 47.24 FEET (THE CHORD OF SAID CURVE BEARS S. 44°34'22" W. 42.51 FEET), THENCE S. 89°41'17" W. ALONG THE NORTH LINE OF 1225 NORTH STREET 318.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.60 ACRES OF LAND.

~~00495426 Bk00955 Pg01094~~

00495827 Bk00956 Pg00803

EXHIBIT B

BYLAWS

~~00495426 Bk00955 Pc01095~~

00495827 Bk00956 Pc00804

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

BYLAWS
OF
CEDAR VIEW PROFESSIONAL PLAZA OWNERS ASSOCIATION
(A Commercial Condominium Project)

Table of Contents

ARTICLE I	1
GENERAL	1
1.1 <u>Purpose of Bylaws</u>	1
1.2 <u>Terms Defined in Declaration</u>	1
1.3 <u>Controlling Laws and Instruments</u>	1
ARTICLE II	1
OFFICES	1
2.1 <u>Principal Office</u>	1
2.2 <u>Registered Office and Agent</u>	1
ARTICLE III	2
MEMBERS	2
3.1 <u>Members</u>	2
3.2 <u>Memberships Appurtenant to Units</u>	2
3.3 <u>Members' Voting Rights</u>	2
3.4 <u>Voting by Joint Owners</u>	2
3.5 <u>Resolution of Voting Disputes</u>	2
3.6 <u>Suspension of Voting Rights</u>	2
3.7 <u>Transfer of Memberships on Association Books</u>	2
3.8 <u>Assignment of Voting Rights to Tenants and Mortgagees</u>	2
ARTICLE IV	3
MEETING OF MEMBERS	3
4.1 <u>Place of Members' Meetings</u>	3
4.2 <u>Annual Meetings of Members</u>	3
4.3 <u>Special Meetings of Members</u>	3
4.4 <u>Record Date/Members List</u>	3
4.4.1. <u>Record Date</u>	3
4.4.2. <u>Members Entitled to Notice</u>	3
4.4.3. <u>Member List</u>	3
4.5 <u>Notice of Members' Meetings</u>	4
4.6 <u>Proxies and Ballots Used at Meetings</u>	4
4.7 <u>Telecommunications</u>	5
4.8 <u>Quorum at Members' Meetings</u>	5
4.9 <u>Adjournment of Members' Meetings</u>	5
4.10 <u>Vote Required at Members' Meetings</u>	5

4.11	<u>Cumulative Voting Not Permitted</u>	5
4.12	<u>Order of Business</u>	5
4.13	<u>Expenses of Meetings</u>	5
4.14	<u>Waiver of Notice</u>	6
4.15	<u>Action of Members Without a Meeting</u>	6
4.16	<u>Signature of Members</u>	6
ARTICLE V		6
BOARD OF DIRECTORS		6
5.1	<u>General Powers and Duties of the Board of Directors</u>	6
5.2	<u>Special Powers and Duties of the Board of Directors</u>	6
5.2.1	<u>Assessments</u>	6
5.2.2	<u>Insurance</u>	7
5.2.3	<u>Common Area</u>	7
5.2.4	<u>Agents and Employees</u>	7
5.2.5	<u>Borrowing</u>	7
5.2.6	<u>Enforcement</u>	7
5.2.7	<u>Delegation of Powers</u>	7
5.2.8	<u>Rules and Regulations</u>	7
5.2.9	<u>Emergency Powers</u>	7
5.3	<u>Qualifications of Directors</u>	7
5.4	<u>Number of Directors</u>	8
5.5	<u>Term of Office of Directors and Elections</u>	8
5.6	<u>Nominating Committee</u>	8
5.7	<u>Removal of Directors By the Members</u>	8
5.8	<u>Resignation of Directors</u>	9
5.9	<u>Vacancies in the Board of Directors</u>	9
5.10	<u>Appointment of Committees</u>	9
5.11	<u>General Provisions Applicable to Committees</u>	9
ARTICLE VI		9
MEETING OF DIRECTORS		9
6.1	<u>Place of Directors' Meetings</u>	9
6.2	<u>Annual Meeting of Directors</u>	10
6.3	<u>Other Regular Meetings of Directors</u>	10
6.4	<u>Special Meetings of Directors</u>	10
6.5	<u>Notice of Directors' Meetings</u>	10
6.6	<u>Proxies</u>	10
6.7	<u>Telecommunications</u>	10
6.8	<u>Quorum of Directors</u>	10
6.9	<u>Adjournment of Directors' Meeting</u>	11
6.10	<u>Vote Required at Directors' Meeting</u>	11
6.11	<u>Officers at Meetings</u>	11
6.12	<u>Waiver of Notice</u>	11
6.12.1	<u>Dissent or Abstention</u>	11
6.13	<u>Action of Directors Without a Meeting</u>	11
ARTICLE VII		11

OFFICERS	11
7.1 <u>Officers, Employees and Agents</u>	11
7.2 <u>Appointment and Term of Office of Officers</u>	12
7.3 <u>Resignation and Removal of Officers</u>	12
7.4 <u>Vacancies in Officers</u>	12
7.5 <u>President</u>	12
7.6 <u>Vice President</u>	12
7.7 <u>Secretary</u>	12
7.8 <u>Treasurer</u>	12
7.9 <u>Bonds</u>	13
ARTICLE VIII	13
INDEMNIFICATION OF OFFICIALS AND AGENTS	13
8.1 <u>Right of Indemnification</u>	13
8.2 <u>Authority to Insure</u>	13
ARTICLE IX	13
MISCELLANEOUS	13
9.1 <u>Amendment/Conflict</u>	13
9.2 <u>Compensation of Officers, Directors and Members</u>	13
9.3 <u>Books and Records</u>	13
9.4 <u>Inspection of Records</u>	14
9.5 <u>Scope of Inspection Right</u>	15
9.6 <u>Annual Report</u>	15
9.7 <u>Statement of Account</u>	15
9.8 <u>Annual Corporation Reports</u>	16
9.9 <u>Fiscal Year</u>	16
9.10 <u>Seal</u>	16
9.11 <u>Shares of Stock and Dividends Prohibited</u>	16
9.12 <u>Loans to Directors, Officers and Members Prohibited</u>	16
9.13 <u>Limited Liability</u>	16
9.14 <u>Minutes and Presumptions Thereunder</u>	16
9.15 <u>Checks, Drafts and Documents</u>	16
9.16 <u>Execution of Documents</u>	16
9.17 <u>Right to Inspect</u>	17
ARTICLE X	17
NOTICE AND HEARING PROCEDURE	17
10.1 <u>Association's Enforcement Rights</u>	17
10.2 <u>Notice of Noncompliance and Right to Hearing</u>	17
10.3 <u>Board of Directors</u>	18
10.4 <u>Notice of Hearing</u>	18
10.5 <u>Hearing</u>	18
10.6 <u>Decision</u>	19
10.7 <u>Subsequent Violations for Same Offense</u>	20
CERTIFICATE OF SECRETARY	20

~~00495426 Bk00955 Pg01098~~

00495827 Bk00956 Pg00807

BYLAWS
OF
CEDAR VIEW PROFESSIONAL PLAZA OWNERS ASSOCIATION

ARTICLE I
GENERAL

1.1 Purpose of Bylaws. These Bylaws are adopted for the regulation and management of the affairs of Cedar View Professional Plaza Owners Association, a Utah nonprofit corporation (the "Association"), organized to be the association to which reference is made in the Declaration of Covenants, Conditions and Restrictions for Cedar View Professional Plaza, 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 Project.

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.

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 (the "Act"), the Declaration, and the Articles of Incorporation of the Association 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, and the Utah Condominium Ownership Act.

ARTICLE II
OFFICES

2.1 Principal Office. The principal office of the Corporation shall be at 720 S. River Road A-200, St. George, Utah 84790. The Board of Directors, in its discretion, may change from time to time the location of the principal office.

2.2 Registered Office and Agent. The Act requires 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.

~~00495426 Bk00955 Pg01099~~

00495827 Bk00956 Pg00808

ARTICLE III

MEMBERS

3.1 Members. A "Member," as provided in the Declaration, is the person or, if more than one, all persons collectively, who constitute the Owner of a Unit within the Project.

3.2 Memberships Appurtenant to Units. 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. Members shall have such voting rights as provided for in the Declaration.

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 Suspension of Voting Rights. The Board of Directors may suspend the voting rights of a Member for any period during which an assessment remains unpaid.

3.7 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.

3.8 Assignment of Voting Rights to Tenants and Mortgagees. A Member may assign his right to vote to a tenant occupying his Unit 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, 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.

~~00495426 Bk00955 Pg01100~~

00495827 Bk00956 Pg00809

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 Project, 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 twenty-five percent (25%) 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. Record Date. 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. 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 (i) the close of business on the day on which the Board of Directors adopts the resolution relating to the exercise of the right; or (ii) 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. Member List. 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 thirty (30) days before the date of the meeting, either personally or by first class or registered mail, by or at the direction of any of the Officers of the Association, or the Officers or persons calling the meeting, to each Member entitled to vote at such meeting. Notwithstanding the foregoing, notice given by other means shall be deemed fair and reasonable if given in accordance with the Act. 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 Act; (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. If mailed, such notice shall be deemed to be delivered three (3) business days after a copy of the same has been deposited in the United States mail addressed to the Member at the street address given by the Member to the Association, or to the residence of such Member if no address has been given to the Association.

4.6 Proxies and Ballots Used at Meetings. A Member entitled to vote at a meeting may vote in person or ballot, 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. Any 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.

In addition to utilizing a ballot in connection with 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 (1) the time by which all ballots must be received has passed so that a quorum can be determined and (2) 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.

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.

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.

4.7 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.

4.8 Quorum at Members' Meetings. Except as may be otherwise provided in the Declaration, the Articles of Incorporation, 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 entitled to cast at least twenty-five percent (25%) of the votes of all Members shall constitute a quorum at any meeting of such Members. 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 Declaration, the Articles of Incorporation, 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.

4.9 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.

4.10 Vote Required at Members' Meetings. At any meeting where a quorum is present, a majority of the votes present in person, ballot or by proxy 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 of Incorporation, or these Bylaws, except that, in the case of elections in which there are more than two (2) candidates, the persons receiving the highest number of votes shall be elected.

4.11 Cumulative Voting Not Permitted. Cumulative voting by Members in the election of Directors shall not be permitted.

4.12 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.

4.13 Expenses of Meetings. The Association shall bear the expenses of all Regular and Annual Meetings of Members and of Special Meetings of Members.

4.14 Waiver of Notice. A Member may waive any notice required by the Act 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.

4.15 Action of Members Without a Meeting. 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 a consent, in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. 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.

4.16 Signature of Members. Except as otherwise provided in the Act, 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 of Incorporation, these Bylaws, or the Act.

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 Area. The duty to manage and care for the Common Area, and to employ personnel necessary for the care and operation of the Common Area, 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 of Incorporation, 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 Area, and use of any property within the Project including 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 of Incorporation, and these Bylaws.

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

5.3 Qualifications of Directors. Except for appointments to the Board made by Declarant, a Director must be a natural person 18 years of age or over and an Owner of a Unit within the Project 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. At least one-third of the Directors must be elected from Unit Owners in the one story Building. 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 of Incorporation, 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 seven (7). The number of directors may be changed by resolution of the Board.

5.5 Term of Office of Directors and Elections. The Declarant may appoint and remove all the members of the Board, all officers of the unit owners' association and exercise all powers and responsibilities delegated by this Declaration and the Act to the Association, its officers and the Board for a period ending on the earlier of the three following events: (a) four years after the recording of the Declaration, (b) when the units to which three-fourths of the undivided interest in the Common Areas and facilities appertain have been conveyed, or (c) Declarant elects in writing to turn over election of the Board to the Members of the Association. Upon the Declarant's turn over of the control to appointment the Board, the affairs of the Association shall be governed by a Board of composed of two persons elected from the Unit Owners in the three story building and one person elected from the Unit Owners in the one story building. The number of persons on the Board may be changed pursuant to the Bylaws of the Association. The Board shall have the power to manage the condominium project in accordance with the Act, this Declaration and the Bylaws. Except as provided in Section 4.15 and subject the Declarant's right to appoint the Board as provided for in the Declaration and these Bylaws, the Board of Directors shall be elected by secret ballot at a meeting of the Members to serve as follows:

At the first annual meeting after turn over of Declarant control to appoint the Board, two directors shall be elected from three story building for a term of two years and one director shall be elected from the one story building for a term of one year. Thereafter the director elected from the one story building shall be elected for terms of two years

Directors newly elected at the Annual Meeting shall take office on the first day of the month following the Annual Meeting. Said 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. 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 Utah Department of Commerce, Division of Corporations and Commercial Code 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. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of 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 Act 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 Project, 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 and also on the date that newly elected Directors take office. 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. 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 Notice of Directors' 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 delivered not less than three (3) nor more than thirty (30) days before the date of the meeting, by mail, fax, telephone or personally, by or at the direction of the persons calling the meeting, to each member of the Board of Directors. If mailed, such notice shall be deemed to be delivered three (3) business days after a copy of the same has been deposited in the United States mail addressed to the Director at his home or business address as either appears on the records of the Association, with postage thereon prepaid. If faxed, such notice shall be deemed delivered when the transmission is complete. If by telephone such notice shall be deemed to be delivered when given by telephone to the Director. If given personally, such notice shall be deemed to be delivered 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 or waiver of such meeting.

6.6 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: (i) to another Director who is present at the meeting; and (ii) 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 6.6 and as permitted by Section 6.13, Directors may not vote or otherwise act by proxy.

6.7 Telecommunications. The Board of Directors may permit any Director to participate in a Regular or Special Meeting 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.

6.8 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.

6.9 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.

6.10 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 of Incorporation, or these Bylaws.

6.11 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.

6.12 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.

6.12.1 Dissent or Abstention. The right of dissent or abstention pursuant to Section 6.12 is not available to a Director who votes in favor of the action taken.

6.13 Action of Directors Without a Meeting. Any action required to be taken or which may be taken at a meeting of the Board of Directors may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors. Any action taken under this Section 6.13 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.

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 shall require and pay for fidelity bonds covering Officers or other persons handling funds of the Association as required in the Declaration. The Association shall pay the premiums for such bonds.

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 under Sections 16-6a-901 through 16-6a-910 of the Act, 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 Act. 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 of Incorporation; (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 Members' 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 nonprofit corporation 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 of Incorporation 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.

9.5 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. *Except for requests for financial statements, the Association may impose a reasonable charge covering the costs of labor and material for copies of any documents provided to the Director or Member.* The charge may not exceed the estimated cost of production and reproduction of the records. The nonprofit corporation 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.

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 of Corporations and Commercial Code for the Utah Department of Commerce, 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 paragraph, 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, and Declarant, and any agent or employee of any of the same 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.

ARTICLE X

NOTICE AND HEARING PROCEDURE

10.1 Association's Enforcement Rights. In the event of an alleged violation by a Member or Occupant ("Respondent") of the Declaration, these Bylaws, or the Rules and Regulations of the Association, the Board of Directors shall have the right, upon an affirmative vote of a majority of all Directors on the Board of 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 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 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, the Rules and Regulations of the Association or these Bylaws shall be cumulative and none shall be exclusive. However, any individual Member must exhaust all available internal remedies of the Association prescribed by the Declaration, these Bylaws, and the Rules and Regulations of the Association before that Member may resort to a court of law for relief with respect to any alleged violation by another Member of the Declaration, these Bylaws, or the Rules and Regulations of the Association, provided that the foregoing limitation pertaining to exhausting administrative remedies shall not apply (i) to the Board of Directors or to any Member where the complaint alleges nonpayment of assessments, special assessments or other assessments, or (ii) to matters the Board of Directors determines in its discretion will (a) affect the safety of the Common Area or Facilities or the Owners or their property or (b) will result in irreparable harm to the Association if not quickly remedied. In such cases, the Board of Directors may immediately file suit.

10.2 Notice of Noncompliance and Right to Hearing. A copy of the Complaint or Notice of Noncompliance and Right to Hearing ("Notice") shall contain a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged and a reference to the specific provisions of the Declaration, these Bylaws, or the Rules and Regulations of the Association which the Respondent is alleged to have violated. The Notice shall be served on each Respondent in accordance with the notice provisions set forth in the Declaration, together with a statement which shall be substantially in the following form:

"Unless a written request for a hearing signed by or on behalf of a person named as Respondent in the accompanying Complaint/Notice is delivered or mailed to the Board of Directors within fifteen (15) days after the Complaint/Notice is served upon you, the Board of Directors may proceed upon the Complaint/Notice without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled "Notice of Response" to the Board of Directors at the following address:

Bylaws
Cedar View Professional Plaza
Page 17 of 20

~~00495426 Br00955 Pg01115~~

00495827 Br00956 Pg00824

You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board of Directors, you may contact:

_____”

A Respondent shall be entitled to a hearing on the merits of the matter if the Notice of Response is timely filed with the Board of Directors. A Respondent may file a separate statement by way of mitigation, even if he does not file a Notice of Response. If the charges relate to an occupant that is not a Member, both the occupant and the Member shall be considered Respondents.

10.3 Board of Directors. The Board of Directors shall serve as the Hearing Committee. The Board of Directors shall elect a Chairman and appoint a hearing officer who shall take evidence and ensure that a proper record of all proceedings is maintained.

10.4 Notice of Hearing. The Board of Directors shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing, if such hearing is requested by a Respondent. The hearing shall be held no later than thirty (30) days after the Notice is mailed or delivered to each Respondent. The Notice of Hearing to each Respondent shall be substantially in the following form, but may include other information:

“You are hereby notified that a hearing will be held before The Board of Directors
at:

on the _____ day of _____, 2004, at the hour of _____, upon the charges made in the Complaint/Notice served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to seek the attendance of witnesses and to compel the production of books, documents or other items in the possession of the Association by applying to the Board of Directors of the Association.”

10.5 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, the Rules and Regulations of the Association, or these Bylaws as set forth in the Notice.

(b) Oral evidence shall be taken only on oath or affirmation administered by a Member of the Board of Directors. 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 member of the Board of Directors 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.

10.6 Decision. If a Respondent fails to file a Notice of Response as provided in Section 10.2 of these Bylaws, or 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 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 Project, and a copy shall be served by the President of the Association on each person directly involved in the matter and his attorney, if any, in accordance with the notice provisions set forth in the Declaration. The Notice of Adjudication may include (i) the terms of any disciplinary action; (ii) the levy of a Corrective Assessment; or (iii) 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 served upon 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.

10.7 Subsequent Violations for Same Offense. If the Board of Directors determines that an Owner violates the Notice of Adjudication, the Board of Directors may immediately issue a Notice of Noncompliance by Board of Directors and Right to Hearing or file suit to enforce the Notice of Adjudication.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of Cedar View Professional Plaza Owners Association, a Utah nonprofit corporation ("Association"); and

2. The foregoing Bylaws, comprising 20 pages, including this page, constitute the Bylaws of the Association duly adopted at the meeting of the Board of Directors of the Association duly held on the 8th day of December, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 8th day of December, 2004.

Colleen Stewart
Secretary

EXHIBIT C

CONDOMINIUM UNITS

<u>Unit #</u>	<u>Floor Space Square Footage</u>	<u>Percentage of Ownership</u>	<u>Number of Votes</u>
Building B, Parking Unit 1	384	1.280	1.280
Building B, Parking Unit 2	226	0.754	0.754
Building B, Parking Unit 3	209	0.697	0.697
Building B, Parking Unit 4	209	0.697	0.697
Building B, Parking Unit 5	226	0.754	0.754
Building B, Unit 100	1,966	6.556	6.556
Building B, Unit 105	1,959	6.533	6.533
Building B, Unit 110	2,854	9.518	9.518
Building B, Unit 200	1,940	6.470	6.470
Building B, Unit 205	1,874	6.250	6.250
Building B, Unit 210	1,845	6.153	6.153
Building B, Unit 215	2,150	7.170	7.170
Building B, Unit 300	1,961	6.540	6.540
Building B, Unit 305	1,888	6.296	6.296
Building B, Unit 310	1,864	6.216	6.216
Building B, Unit 315	2,143	7.147	7.147
Building A, Unit 1	4,788	15.967	15.967
Building A, Unit 2	1,500	5.002	5.002
Total :	29,986	100%	100

~~00495426 Bk:00955 Pg01119~~

Covenants, Conditions & Restrictions
Cedar View Professional Plaza

00495827 Bk:00956 Pg00828

CONVERTIBLE LAND 1

The following real property located in Iron County, State of Utah:

BEGINNING AT A POINT WHICH IS SITUATED S. 0°30'20" E. ALONG THE SECTION LINE 284.43 FEET AND EAST 232.43 FEET FROM THE WEST 1/4 CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 0°32'33" W. 69.00 FEET, THENCE N. 89°27'27" E. 10.50 FEET, THENCE S. 0°32'33" E. 69.00 FEET, THENCE S. 89°27'27" W. 10.50 FEET TO THE POINT OF BEGINNING, CONTAINING 724.5 SQUARE FEET.

~~00495426 Bk00955 Pg01120~~

00495827 Bk00956 Pg00829

EXHIBIT D
PAGE 1 of 2

CONVERTIBLE LAND 2

The following real property located in Iron County, State of Utah:

BEGINNING AT A POINT WHICH IS SITUATED N. 0°29'21" W. ALONG THE SECTION LINE 67.99 FEET AND EAST 215.75 FEET FROM THE WEST 1/4 CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 89°24'46" E. 90.20 FEET, THENCE S. 43°49'32" W. 35.67 FEET, THENCE S. 46°10'28" E. 6.00 FEET, THENCE S. 43°49'32" W. 26.33 FEET, THENCE N. 46°10'28" W. 6.00 FEET, THENCE S. 43°49'32" W. 40.00 FEET, THENCE S. 89°24'46" W. 18.81 FEET, THENCE N. 0°35'14" W. 72.86 FEET TO THE POINT OF BEGINNING, CONTAINING 4129 SQUARE FEET.

~~00495426 Bk00955 Pg01121~~

00495827 Bk00956 Pg00830

EXHIBIT D
PAGE 2 of 2

CONTRACTIBLE LAND

The following real property located in Iron County, State of Utah:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 89°24'46" E. ALONG THE 1/4 SECTION LINE 185.86 FEET, THENCE S. 2°14'42" W. 59.91 FEET; THENCE N. 89°54'32" W. 160.15 FEET, THENCE N. 45°00'00" W. 32.59 FEET, THENCE N. 0°30'20" W. 34.66 FEET TO THE BEGINNING, CONTAINING 10,574 SQUARE FEET.

~~00495426 Bk00955 Pg01122~~

EXHIBIT E
PAGE 1 of 1

00495827 Bk00956 Pg00831

EXHIBIT F

LEGAL DESCRIPTION

The following real property located in Iron County, Utah:

BEGINNING AT A POINT ON THE NORTH LINE OF 1225 NORTH STREET WHICH IS SITUATED N. 0° 30'20" W. ALONG THE SECTION LINE 2260.76 FEET AND N. 89°41'17" E. ALONG THE NORTH LINE OF 1225 NORTH STREET 66.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 0°01'49" E. 276.29 FEET, THENCE N. 45°00'00" W. 98.58 FEET, THENCE N. 0°30'20" W. ALONG THE SECTION LINE 34.66 FEET, THENCE N. 89°24'46" E. 185.86 FEET, THENCE N. 0°35'14" W. 85.80 FEET, THENCE N. 89°24'46" E. 229.44 FEET TO THE WEST LINE OF NORTH FIELD ROAD (380 WEST STREET), THENCE S. 0°32'33" E. ALONG THE WEST LINE OF NORTH FIELD ROAD 438.71 FEET TO A POINT OF CURVE, THENCE AROUND THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 30.00 FEET A DISTANCE OF 47.24 FEET (THE CHORD OF SAID CURVE BEARS S. 44°34'22" W. 42.51 FEET), THENCE S. 89°41'17" W. ALONG THE NORTH LINE OF 1225 NORTH STREET 318.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.60 ACRES OF LAND.

LESS AND EXCEPTING:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 2, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 89°24'46" E. ALONG THE 1/4 SECTION LINE 185.86 FEET, THENCE S. 2°14'42" W. 59.91 FEET, THENCE N. 89°54'32" W. 160.15 FEET, THENCE N. 45°00'00" W. 32.59 FEET, THENCE N. 0°30'20" W. 34.66 FEET TO THE BEGINNING, CONTAINING 10,574 SQUARE FEET.

~~00495426 Bk00955 Pg01123~~

00495827 Bk00956 Pg00832