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AMENDED AND RESTATED  
 DECLARATION OF CONDOMINIUM  
 OF  
**Three Fountains East  
 Condominiums**  
 A CONDOMINIUM PROJECT  
 IN  
 SALT LAKE COUNTY, UTAH

10452301  
 06/12/2008 01:04 PM \$776.00  
 Book - 9616 Pg - 7716-7868  
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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

THREE FOUNTAINS EAST CONDOMINIUMS

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (“Declaration”) is made as of the date of the recording in the Salt Lake County Recorder’s Office by Three Fountains East Condominium Association (“Association”) pursuant to the Utah Condominium Ownership Act.

RECITALS

1. Capitalized terms in this Declaration are defined in Article 1.
2. The real property situated in Salt Lake County, Utah, described in Exhibit “A,” attached to and incorporated in this Declaration by reference (the “Parcel”), was previously submitted, together with all buildings and improvements previously, now, or hereafter constructed on the Parcel, and all easements and rights appurtenant thereto, to a condominium project now consisting of 232 residential Units and related Common Area pursuant to Utah Code Ann. § 57-8-1 et seq. (the “Condominium Project”). Since the initial submission of the previously described property, one additional parcel of property that was previously physically included in the project but was owned by a third party, was obtained by the Association through the Management Committee and if not before, is hereby submitted, together with all buildings and improvements, now, or hereafter constructed on the Parcel, and all easements and rights appurtenant thereto, to the Common Area of the Condominium Project. The additional property is hereby described in Exhibit “B”. All of the property described in this paragraph and included in Exhibits “A” and “B” is collectively referred to as the “Property”.
3. The “Declaration of Condominium of Three Fountains East, Phase One” was recorded on October 20, 1970, beginning at book 2909, page 632, with entry No. 2254950 at the office of the Recorder of Salt Lake county.
4. Subsequently, an “Amendment to the Declaration of Condominium of Three Fountains East, Phase One” was recorded on December 16, 1970, beginning at book 2923, Page 192, with entry No. 2363000, at the office of the Recorder of Salt Lake County.
5. Subsequently, a “Declaration of Condominium of Three Fountains East, Phase Two” was recorded on October 21, 1971, beginning at book 3009, page 74, at the office of the Recorder of Salt Lake County.
6. Subsequently, a “Supplementary Declaration to the Declaration of Condominium of



Three Fountains East, Phase Two” was recorded in February of 1972, beginning at book 3030, Page 197, with entry No. 2435454, at the office of the Recorder of Salt Lake County.

7. Subsequently, an “Amendment to the Declaration of Condominium of Three Fountains East, Phase One and Phase Two” was recorded on February 3, 1972, beginning at book 3039, Page 200, with entry No. 2435456, at the office of the Recorder of Salt Lake County.
8. Subsequently, a “Declaration of Use Restrictions” was recorded on August 9, 1972, beginning at book 3127, Page 43, with entry No. 2476176, at the office of the Recorder of Salt Lake County.
9. Subsequently, an “Affidavit Correcting Exhibit ‘A’ of the Amendment to the Declaration of Condominium of Three Fountains East, Phase One and Phase Two” was recorded on February 14, 1973, beginning at book 3259, Page 207, with entry No. 2518749, at the office of the Recorder of Salt Lake County.
10. Subsequently, a “Restrictive Covenants” was recorded on August 28, 1979, beginning at book 4932, page 84, with entry No. 3328277, at the office of the Recorder of Salt Lake County.
11. Subsequently, a “Amendment to the Declaration of Condominium of Three Fountains East, Phase One and Three Fountains East, Phase Two and the By-Laws” was recorded beginning at book 4843, Page 961, with entry No. 3263454, at the office of the Recorder of Salt Lake County.
12. The Association, consistent with the prior recorded Declarations and any amendments thereto (including any not herein referenced above), hereby adopts this Declaration which shall be the sole declaration for Three Fountains East, Phase One and Three Fountains East, Phase two, and which shall amend and completely replace all prior recorded Declarations, Bylaws and amendments thereto recorded for both phases prior to the date of this Amended and Restated Declaration. This Declaration is adopted consistent with the procedures for amending the prior Declarations applicable to both Phase one and Phase two and the Bylaws of each. It is adopted to eliminate ambiguity, to further define the rights of the Association and the Unit Owners, and in furtherance of the Association’s efforts to safely, efficiently, and economically provide a quality living environment.
13. The Association hereby desires to establish for its own benefit and for the mutual benefit of all future Owners and Occupants of the Condominium Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments and liens as set forth herein which shall run with and be a burden upon the Property.

14. The Association intends that the Owners, Occupants, Lenders and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of condominium ownership for the Property, and for establishing rules for the use, occupancy, management and enjoyment thereof.

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, the Association hereby amends and replaces all prior Declarations and Bylaws for Three Fountains East, Phase One, and Three Fountains East, Phase Two (which shall be jointly referred to herein and hereinafter as Three Fountains East) with the following Declaration and included Bylaws:

#### ARTICLE 1 DEFINITIONS

As used herein, unless the context otherwise requires:

- 1.1 "Act" shall mean the Condominium Ownership Act, codified beginning at Section 57-8-1, Utah Code Annotated, pertaining to the creation, ownership and management of a condominium project in the State of Utah, in effect on the date of the recording of this declaration. Unless required by law or specifically incorporated by future amendment to this Declaration, the Act and law in effect on the recording of this Declaration shall govern and apply to the Association.
- 1.2 "Allocated Interest" shall mean the undivided interest (expressed as a percentage in Exhibit C to this Declaration) in the Common Area, the Common Expense liability, and votes in the Association allocated to each Unit.
- 1.3 "Articles" shall mean the Articles of Incorporation or the chartering document for any other entity formed by the Management Committee in which to operate the Association, if any shall exist.
- 1.4 "Assessments" shall mean any charge imposed or levied by the Association against Owners including but not limited to those related to Common Expenses as well as miscellaneous special assessments, special assessments for capital improvements, special assessments for the purpose of restoring and reconstructing the Condominium Project in the event of casualty, and fines, all as provided in this Declaration.
- 1.5 "Association" shall refer to the Three Fountains East Condominiums Association, whose membership shall include and be limited to each Owner of a Unit in the Condominium Project, as required by the Act. If organized as an entity, Association shall refer to that entity and each Owner shall be a Member.

- 1.6 "Bylaws" shall mean the Bylaws adopted by the Association pursuant to Section 57-8-15 of the Act for the purpose of regulating the affairs of the Association, as the same may be amended from time to time. The Bylaws are attached to and incorporated by reference in this Declaration as Exhibit "E."
- 1.7 "Committee Member" shall mean a duly qualified and elected or appointed member of the Management Committee.
- 1.8 "Common Area" shall, unless otherwise provided in this Declaration or any Supplemental Declaration, mean all of the following within the Condominium Project, except any part of a Unit:
- (a) the land and everything included within the Condominium Project, whether leasehold or in fee simple;
  - (b) as applicable, the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, fences, lobbies, stairs, stairways, fire escapes, entrances, and exits of any buildings in the Condominium Project;
  - (c) the basements, yards, gardens, parking areas, and storage spaces;
  - (d) any office, premises, shed, or other structure utilized by managers or maintenance persons related to the property;
  - (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
  - (f) as applicable, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
  - (g) such community facilities as may be provided for in this Declaration; and
  - (h) all other parts of the Condominium Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.
- 1.9 "Common Expenses" shall mean the actual and estimated costs for: (a) maintenance, management, operation, repair and replacement of the Common Area which is maintained by the Association; (b) deficiencies arising by reason of unpaid Assessments; (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees; (d) utilities (other than separately metered utilities for the Units), extermination, security, gardening and other related services; (e) insurance and bonds required by this Declaration or any additional insurance and bonds obtained by the Management Committee if allowed in this Declaration; (f) the establishment of reserves as the Management Committee shall deem appropriate in its discretion; (g) expenses agreed upon as Common Expenses by the Association; (h) capital expenses, and (i) other miscellaneous charges incurred by the Association or the Management Committee pursuant to the Act, this Declaration, the Bylaws or the Rules.
- 1.10 "Condominium Project" shall mean this real estate condominium project wherein fee simple title to single units in a multi-unit project, together with an undivided interest in

the Common Area of the Property, are owned separately.

- 1.11 "Declaration" shall mean this Declaration, including all attached exhibits which are incorporated by reference, and any and all amendments and supplements to this Declaration.
- 1.12 "Eligible Mortgagee" shall mean and refer to a First Mortgagee which has requested notice of certain matters from the Association in accordance with Section 13.1 of this Declaration.
- 1.13 "FNMA" shall mean and refer to the Federal National Mortgage Association.
- 1.14 "First Mortgage" shall mean any mortgage or deed of trust against a Unit which is not subject to any prior lien or encumbrance except liens for taxes or other liens which are given priority by statute.
- 1.15 "Insurance Trustee" shall mean any trustee with which the Association may enter into an Insurance Trust Agreement, and which shall have exclusive authority to negotiate losses under the policies of insurance in accordance with such agreement.
- 1.16 "Lender" shall mean a holder of a mortgage or deed of trust on a Unit.
- 1.17 "Limited Common Area" shall mean a portion of the Common Area specifically designated as a Limited Common Area in this Declaration or the Plat and allocated by this Declaration or the Plat for the exclusive use of one or more Units to the exclusion of other Units. Conveyance of a Unit includes the use of the Limited Common Area appurtenant to the Unit.
- 1.18 "Management Committee" shall mean the Management Committee of the Association elected pursuant to the Bylaws and serving as the management body of the Association.
- 1.19 "Occupant" shall mean a Person or Persons, other than an Owner, in possession of, using, entering into, or living in a Unit, including, without limitation, family members, tenants, guests, or invitees. Occupants shall include any trespassers in a Unit if the Owner fails to secure the unit against trespass, fails to take all action necessary and appropriate to remove trespassers immediately upon notice of the trespass, or fails to take reasonable measures to be made aware of any unauthorized occupants in the unit or of any unauthorized entry and use of the Unit.
- 1.20 "Owner" shall mean the Person or Persons who are vested with record title of a Unit, and whose interest in the Unit is held in fee simple, according to the records of the County Recorder of Salt Lake County, Utah.

- 1.21 "Parcel" shall mean the real property legally described in Exhibits "A" and "B".
- 1.22 "Person" shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency or other legal entity capable of holding title to real property.
- 1.23 "Plat" shall mean the record of survey map of the Property submitted with respect to the Condominium Project recorded in the records of the County Recorder of Salt Lake County, Utah and all amendments thereto. "Plat" shall also refer to any additional plat which may be recorded with any Supplemental Declaration.
- 1.24 "Property" shall mean the Parcel, together with all the buildings, improvements and permanent fixtures located thereon, and all easements and rights appurtenant thereto.
- 1.25 "Restrictions" shall mean the covenants, conditions, easements, liens and restrictions set forth in this Declaration.
- 1.26 "Rules" shall mean and refer to the rules adopted by the Association.
- 1.27 "Supplemental Declaration" shall mean a written instrument recorded in the records of the County Recorder of Salt Lake County, Utah, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.
- 1.28 "Unit" shall mean and refer to any of the separately numbered and individually described units now or hereafter shown on the Plat as they are specifically defined on the Plat and herein. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Allocated Interest in the Common Area appurtenant to such Unit.
- 1.29 "Unit Number" shall mean the number, symbol or address that identifies one Unit in the Condominium Project.
- 1.30 "Written Consent" as used herein and in the Bylaws when referring to consent of the Owners to take some action, shall mean the following. The Owners may take such action without a meeting and without any vote, if the required number of owners sign a document indicating that they agree to the action. The Association shall provide notice to Owners of the proposal under consideration for written consent no later than the time that they begin seeking and accepting written consent signatures and shall provide notice to all Owners of any action by written consent within thirty (30) days of obtaining the approval to take such action.

## ARTICLE 2

### THE CONDOMINIUM PROJECT

- 2.1 **Submission.** The Association hereby confirms that the Parcel is a Condominium Project pursuant to the Act, and in furtherance thereof, makes and declares the Restrictions contained in this Declaration, and the Association hereby declares and agrees that the Condominium Project and all of the Units shall be held, conveyed, transferred, sold, leased, mortgaged, encumbered, occupied, used and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 2.2 **Name and Location.** The Condominium Project shall be named and known as the Three Fountains East Condominiums. The Condominium Project is located in Salt Lake County, Utah, on the Property. The name of the Association is the Three Fountains East Condominiums Association. If the name of the Condominium Project is ever found to infringe on another legal name, copyright, or other legal right, or its use becomes distasteful, inappropriate, or unwanted for any other reason, as determined by the Management Committee in its sole discretion, the Management Committee may utilize another name for the Association and for the common use of the Association. In such a case, the legal name of the Condominium Project may remain the same or be changed, as the Management Committee may determine in its sole discretion. Any decision by the Management Committee to change or utilize another name must be by unanimous consent of all members of the Management Committee. With unanimous consent of the Management Committee, it may execute (all members must sign) and record a Supplemental Declaration solely for the purpose of changing the name of the Condominium Project at any time and without satisfying any procedure otherwise required for a Supplemental Declaration.
- 2.3 **Interpretation of Declaration and Applicability of the Act.** The Association intends that the Condominium Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration which legally vary, supersede or supplement the Act, in which event such specific provisions of this Declaration shall govern the Condominium Project to the extent allowed by the Act.
- 2.4 **Agent for Service of Process.** Property Management Systems, Inc., at 262 East 3900 South, Suite 200, Salt Lake City, Utah, shall be the initial person to receive service of process for the Condominium Project pursuant to Section 57-8-10(2)(d)(iii) of the Act, until such time as the Management Committee shall duly appoint a new agent and record a Supplemental Declaration indicating the new person for service of process. The Management Committee may execute and record a Supplemental Declaration solely for

the purpose of changing the Agent for Service of Process at any time and without satisfying any procedure otherwise required for a Supplemental Declaration.

### ARTICLE 3

#### DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, COMMON AREA, ALLOCATED INTERESTS AND PLAT

##### 3.1 Description of Boundaries of Each Unit and Unit Number.

- (a) Description of and Boundaries of each Unit. Subject to the following descriptions of particular items, each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat, and all interior partitions and other fixtures and improvements within such boundaries shall be part of the Unit. The cubic content space and Unit Number of each of the Units within the Condominium Project are set forth on the Plat. The horizontal boundaries of each Unit shall be the underside of the finished but unpainted or decorated ceiling of each level of the Unit, and the top of the finished but undecorated floor of each level in the Unit as shown on the Plat. The vertical boundaries of each Unit shall be the interior of the finished but undecorated walls located on the perimeter lines of the respective levels of the Units as shown on the Plat. All framing in the walls, floors, or ceilings on the vertical and horizontal boundaries of a Unit (as designated on the Plat) and all framing in any bearing walls are part of the Common Area. All other materials constituting any part of the finished surfaces or of the decorating in the Unit are part of the Unit. Generally, all plywood decking, wallboard, concrete, and framing in walls, ceilings, and floors on the boundaries of the Unit are not part of the Unit and are Common Area. Generally, all paneling, tiles, wallpaper, paint, carpet, flooring, and other materials constituting any part of the finished surfaces or installed within the finished surfaces in a Unit are part of the Unit. All parts of non-bearing walls and partitions inside the boundaries of a Unit (walls not on the exterior boundary of a Unit) are part of the Unit. All sewer and drainage pipes, water, power, and other utility lines in an Owner's Unit and those serving an Owner's Unit between the point at which the same enter the Owner's Unit and the closer of the point where the same join the utility lines serving another Unit or exit the building structure in which the unit is located, are part of the Unit. All windows, garage doors, doors, door jams, window sills, window frames, skylights, in or on the boundary of any Unit and any part related thereto are part of the Unit.
- (b) Variances between Plat and as-built construction. If the original construction of the Project varies from any horizontal or vertical measurement on the Plat, the original construction, to the extent ascertainable, shall be the controlling dimension in any Unit. The original construction shall be first installation of

framing, concrete, and wallboard.

3.2 Description of Limited Common Areas.

- (a) Carports. All carports set forth on the Plat and as assigned pursuant Exhibit "D" shall be Limited Common Area appurtenant to the respective Unit to which it serves. Garages as set forth on the Plat are not Limited Common Areas, but rather are part of the Unit.
- (b) Storage Areas. Each storage area set forth on the Plat and designated for a respective Unit as assigned in Exhibit "D" shall be Limited Common Area appurtenant to the respective Unit to which it serves.
- (c) Garbage Container Enclosures. All garbage container enclosures located in Limited Common Areas.
- (d) Patios and Balconies set forth on the Plat shall be Limited Common Area of the Unit to which they are associated.
- (e) Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, or other apparatus intended to serve a single unit, but located outside the boundaries of the unit, shall constitute a limited common area pertaining to that unit exclusively.
- (f) Should it be unclear from the Plat or this Declaration if a particular area is Common or Limited Common Area, the Management Committee shall have absolute authority in determining the proper designation of that area.
- (g) If any area designated as Limited Common Area in the Plat, the Declaration, or (if unclear) by the Management Committee, is not physically associated with a particular Unit and is not identified as pertaining to a particular Unit in the Plat or this Declaration, the Management Committee may determine to which the Unit the Limited Common Area pertains based on the following factors: advice of counsel, fairness to all owners, and any established use, each of which shall have equal weight but none of which shall be individually determinative.

3.3 No Severance of Limited Common Areas. The Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

3.4 Division into Units. The Condominium Project is divided into 232 Units as set forth on the Plat, each such Unit consisting of a Unit and an appurtenant undivided interest in and to the Common Area.

3.5 Allocated Interest of Each Unit in the Votes of the Association. The designation of the Allocated Interest which each Unit has in the votes for all matters related to the Association is provided for on Exhibit C.

3.6 Allocated Interest of Each Unit in the Common Expenses of the Condominium Project. The designation of the Allocated Interest which each Unit owns in the Common Area and



bears in the Common Expenses of the Condominium Project is provided for in Exhibit C.

- 3.7 Plat. The Plat is hereby incorporated into and made an integral part of this Declaration and all requirements and specifications set forth on the Plat and which are required by the Act are deemed included in this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

#### ARTICLE 4

##### MAINTENANCE AND UTILITIES

- 4.1 Maintenance of Units. Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repairs and replacements of all fixtures, structures, and other items stated in this Declaration or identified on the Plat to be part of a Unit, and such other items designated herein. Such obligation shall include, without limitation the obligation to maintain, repair, replace, and keep in proper and safe operating condition, and for any items generally visible from outside of the Unit, to maintain them in a clean, well maintained, uniform, undamaged, and tidy condition, all of the following:
- (a) all interior and exterior doors, including thresholds and door jams,
  - (b) all paneling, tiles, wallpaper, paint, carpet, finished flooring, fireboxes of fireplaces, and any other materials constituting the finished surfaces of floors, ceilings, or interior walls;
  - (c) all windows, skylights, and door glass or equivalent materials (including the interior and exterior cleaning of such windows and door glass);
  - (d) all sewer and drainage pipes, water, power, and other utility lines in an Owner's Unit and those serving an Owner's Unit between the point at which the same enter the Owner's Unit and the closer of the point where the same join the utility lines serving another Unit or exit the building structure in which the unit is located;
  - (e) any of the following located within the boundaries of a Unit which serve an Owner's Unit exclusively: lighting fixtures, fans, plumbing fixtures, stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers and forced air units), intercoms, security systems, and such other appliances, fixtures, and decorations as an Owner may install.
- 4.2 Modifications to Unit.
- (a) An Owner may make nonstructural alterations within the Owner's Unit, but an Owner shall not make any alterations to any part of the Unit on the exterior of a building (such as windows, light fixtures, skylights, and exterior doors), the Common Area, or the Limited Common Area without the prior written approval of the Management Committee and the Management Committee may require that such repairs or modifications, if allowed, are made in a particular manner, by a particular person, or that they comply with particular materials requirements or standards.

- (b) **Remodeling and Extensive Maintenance.** Before an Owner engages in any remodeling (which shall include but not be limited to: changing, removing, or adding flooring such as carpet, linoleum, ceramic tile or hardwood floors; moving or removing walls; altering the walls beyond painting such as by adding interior brick, paneling, or glass; any change to the electrical, mechanical, plumbing, or ventilation system; other than repairing, changing or replacing vent covers, outlet covers, or faucets), the owner shall first notify the Association and provide the following: (1) a written description of the proposed remodeling (2) a description of how any debris or materials removed will be disposed of, (3) the date the remodeling shall begin, (4) the date the remodeling is expected to be completed, (5) the names and contractor's license numbers of all contractors expected to perform work in the remodeling, (6) any expected nuisance that the remodeling shall create such as noise or dust, (7) and the Owner's proposal for mitigating any expected nuisance. Without prior written permission of the Management Committee, none of the following shall occur in any remodeling: (1) any use of the common area for staging, storage, assembly, or construction, (2) any nuisance, (3) any blocking of the common areas by vehicles, materials, or persons, or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to the remodeling. All such remodeling shall be done to applicable legal codes and standards.

4.3 **Maintenance of Common Area and Limited Common Areas.**

- (a) **Maintenance of Common Areas.** Except as otherwise provided specifically herein, the Association, through the Management Committee or its fully delegated representative, shall: repair, maintain, replace, pay all expenses associated with, and otherwise manage the Common Area as that area is defined in this Declaration and the Plat. This shall include the right to modify, remove fixtures upon, add to, place signs upon, and otherwise modify the Common Area. The Association shall also remove snow from any sidewalks running throughout the Condominium Project and any Common Area parking and any Limited Common Area driveways, parking, and walkways immediately in front of each Unit and as necessary to allow vehicle and pedestrian access to each Unit. The Association shall do all such other and further acts which the Management Committee deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration.
- (b) **Maintenance of Limited Common Area.** The Management Committee may, by rule or resolution, designate the maintenance responsibilities related to the Limited Common Area except as it relates to the covered Parking. The Association shall repair, maintain, and replace any covered parking structures. In absence of any rule or resolution designating the maintenance responsibilities of the other Limited Common Areas, the following provisions shall apply to maintenance of the Limited Common Areas not specifically identified in 4.2(b). The Association shall be responsible for repairing and maintaining any structural

portions of the Limited Common areas including but not limited to any concrete, railings, original structures, and fences that border Limited Common Areas and Common Areas. The Owner shall be responsible for repairing, replacing, and maintaining all of the following to the extent located in Limited Common Areas: lighting fixtures, fans, plumbing, intercoms, security systems, fences not bordering Common Areas, landscaping, trees, grass, doors, electrical components, and such other fixtures, structures, and decorations an Owner may install. Fences that separate Limited Common Area of different Units shall be considered "shared fences" and shall be maintained and replaced (when necessary) at the expense of the Owners of the Units appurtenant to those Limited Common Areas. The Owner shall also be responsible for making sure Limited Common Areas are maintained in a clean and sanitary condition, free of pests and rodents, and uncluttered. An owner shall not alter any fixture in or structural portion of the Limited Common Area or shared fences without the prior written approval of the Management Committee and the Management Committee may require that such repairs or modifications, if allowed, are made in a particular manner, by a particular person, or that they comply with particular materials requirements or standards. In any dispute between owners related to the maintenance of a shared fence, the Management Committee shall make final determination which shall be binding upon the owners. The Management Committee may assess any owner's share of the costs of maintenance of a shared fence to an owner if that Owner refuses to pay their share to the other Owner who has paid for appropriate maintenance and upon collection reimburse the other Owner who actually paid the costs.

- (c) The Management Committee shall determine, in its sole discretion, the appropriate maintenance of the Common Area and Limited Common Area. The Management Committee may balance maintenance needs and the financial condition of the Association and the Owners in determining when and what types of maintenance to prioritize and pursue and may, in some instances, delay maintenance for a reasonable period of time notwithstanding that such maintenance might be necessary immediately, so long as any delayed maintenance is not unreasonably limiting any Owner's right to use and enjoy their Unit or the Common or Limited Common Areas of the Project.
- (d) If the need for maintenance or repair is caused through the willful or negligent act of an Owner or an Occupant, the Management Committee may cause the maintenance or repair to be made. In such a case, the Association shall assess the Owner for the reasonable cost of such maintenance or repair.

4.4 Association's Right to Cure Default in Maintenance. If an Owner or Occupant fails to maintain a Unit or exclusive Limited Common Area as required herein, then the Management Committee or its authorized representative may give written notice to such

Owner or Occupant stating with particularity the nature of the default and the corrective action which the Management Committee determines to be required and requesting that the same be carried out within a period of fourteen (14) days after the giving of such written notice. If the Owner or Occupant fails to carry out such action within the period specified by the notice or as required following hearing before the Management Committee under Section 5.14, the Management Committee may cause corrective action to be taken and may levy a special Assessment for the cost thereof on the Owner. The special Assessment shall be due and payable immediately and shall be secured by the Assessment lien pursuant to Section 6.1 of this Declaration. The remedies in this section are in addition to any others provided for in this Declaration for a failure of an Owner to comply with the Declaration.

- 4.5 Utilities. All utilities for individual Units (except those utility costs for utility services used by a Unit which are metered collectively and paid by the Association as a Common Expense item and then allocated and assessed to the Owners receiving such services) will be metered separately to each Unit and such utility charges shall be the responsibility of the respective Owners.

## ARTICLE 5

### MANAGEMENT

- 5.1 Organization of Association. The Association shall serve as the governing body for all Owners. The Association shall make provision for the maintenance, repair, replacement, administration and operation of the Common Area, assessment of expenses, payment of losses, division of profits, acquisition of hazard insurance and disposition of such hazard insurance proceeds, and other matters as provided in the Act, this Declaration and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, any Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles and the Bylaws. Except as specifically authorized in this Declaration, any Articles, or the Bylaws, no Owner or group of Owners other than the Management Committee shall have authority to take any action on behalf of all the Owners, the Association, or the Management Committee.
- 5.2 Legal Organization. The Association, in the discretion of the Management Committee, may be organized as a non-profit corporation or other legal entity that may be selected by the Management Committee. The Management Committee may select the name for this entity, which shall, to the extent reasonably possible, be consistent with the name of the Association. In the Management Committee's sole discretion, the Bylaws of the Association, attached hereto, may be adopted, in part or in whole, as the Bylaws of any

corporation or legal organization of the Association, or the Association may adopt additional Bylaws related to the legal organization of the Association. Any articles, bylaws, operating agreements, or other charter or organization documents related to the formation of any such entity shall be made consistent with this Declaration and the Bylaws to the furthest extent allowed by the statutes applicable to the formation and governance of the entity. In case of any inconsistency, the following priority shall apply to the extent allowed by law with the first being the highest priority and the last being the lowest: (1) the Act, (2) the specific statutes applicable to the formation and governance of the entity, (3) the Declaration, (4) the Articles or other document charting or forming a legal entity, (5) the Bylaws, (6) any additional bylaws, operating agreements, or supplemental documents related to the formation of the entity, and (7) the Rules.

- 5.3 Membership. Membership in the Association shall at all times consist exclusively of the Owners and each Owner shall be a member of the Association so long as such Owner owns a Unit and such membership shall automatically terminate when the Owner ceases to own a Unit. Upon the transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If title to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.
- 5.4 Voting. Except as otherwise disallowed in this Declaration or the Bylaws, Owners shall be entitled to vote their Allocated Interest as established in Exhibit "C" pertaining to the Unit owned by that Owner at any meeting of the Owners.
- 5.5 Management Committee. The governing body of the Association shall be the Management Committee elected pursuant to the Bylaws. The Management Committee shall consist of not less than five (5) members and not more than seven (7) members. The number of members on the Management Committee may be changed only by unanimous affirmative vote of all of the then current Management Committee members and at the time of any such vote, every position must be filled. In such a case, all current members of the Management Committee shall remain members until such time as: (1) a member resigns, in which case that position shall terminate, or (2) the next annual meeting at which time the open positions up for election shall be removed; only to the extent necessary to reach the new number selected by the Management Committee. Except as otherwise provided in this Declaration or the Bylaws, the Management Committee may act in all instances on behalf of the Association. The Management Committee may, as it deems appropriate, recommend amendments to the Bylaws and Declaration and adopt, amend and repeal the Rules.
- 5.6 Qualification of Committee Members. Each Committee Member shall be an Owner or the spouse of an Owner (or if an Owner is a corporation, partnership, limited liability company, or trust, a Committee Member may be an officer, partner, member, manager,

trustee or beneficiary of such Owner). If a Committee Member ceases to meet such qualifications during the Committee Member's term, such person, in the discretion of the Management Committee, may continue to serve as a Committee Member until such Person's replacement has been duly qualified and approved by the remaining members of the Management Committee. The replacement shall serve for the remainder of the departing Committee Member's term.

- 5.7 Action by Management Committee and Owners. Except as specifically provided herein, the Management Committee and any individual Owner may not act on behalf of the Association to amend or terminate this Declaration, to elect or remove members of the Management Committee (except in filling vacancies in its membership for the unexpired portion of any term for which a Committee member has resigned), or to establish or change the qualifications, powers and duties, or terms of the Management Committee.
- 5.8 Annual Meeting. The Association shall conduct an annual meeting as provided in the Bylaws.
- 5.9 Right of Association to Enter Units. The Association acting through the Management Committee or its duly authorized agent shall have the right upon reasonable notice (and at any time in case of an emergency) to enter upon or into any Unit to abate any infractions, to make repairs or correct any violation of any of the Restrictions herein set forth, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such assessment to be secured by the lien provided in Section 6.1. Except in emergency situations, the Association shall provide at least ten (10) days notice of any proposed entry and the notice shall state the proposed date, approximate time, and purpose for entering a Unit.
- 5.10 Rules. The Management Committee may adopt, enforce, and administer reasonable Rules for the regulation and operation of the Condominium Project. The Rules may address any issues including those addressed in this Declaration and the Bylaws. The Rules may supplement, clarify, and add detail to issues otherwise addressed in this Declaration and the Bylaws so long as they do not contradict the same. The Rules shall be effective upon Notice of new Rules to the Owners.
- 5.11 Remedies Available to the Management Committee. In addition to any other remedies allowed or provided in this Declaration for any violation of the Declarations, Bylaws, or Rules, the Management Committee may: (1) impose fines for violation of the Declaration, Bylaws, or Rules; (2) terminate an owners' rights to receive utility services paid as a common expense; (3) terminate an owners' right to access and use recreational facilities; (4) collect rents or lease payments paid by a tenant to an Owner and (5) take any other action or seek any other remedy allowed by the Act or other applicable Utah law. All such actions shall be conducted in accordance with any requirements in the Act, if any, and any other applicable law, if any.

- 5.12 Reserve Fund. The Association may maintain a reserve fund for maintenance, repair and replacement of the Common Area and Limited Common Area, and such reserve may be collected as part of the monthly Assessments. To the extent the Management Committee deems necessary, surplus monies of the Association may be retained as additional reserves rather than refunded to the Owners or credited to future Assessments.
- 5.13 Managing Agent. The Management Committee may contract with a professional management agent to assist the Management Committee in the management and operation of the Condominium Project and may delegate such of its powers and duties to the management agent as it deems appropriate; provided, however, that only the Management Committee shall have the right to approve Association budgets and make Assessments. Any powers and duties delegated to any management agent may be revoked by the Management Committee at any time, with or without cause. Any management agreement must be terminable with or without cause upon thirty (30) days' notice and have a term not to exceed two years, which may be renewed by the Management Committee.
- 5.14 Hearing before Management Committee. The Management Committee shall have the authority to create a hearing process if required by statute for any remedial action related to any particular Owner or group of Owners or, in the discretion of the Management Committee, to deal with internal procedures. The Management Committee shall not be under any obligation to offer a hearing process, except as required by law, and in any such process, subject to the requirements of the particular law, it shall have the absolute authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process.
- 5.15 Right to Copies of Documents and Records. The Association shall make available to the Owners, Lenders and the holders, insurers and guarantors of the First Mortgage on any Unit, current copies of this Declaration, any Articles, the Bylaws, and any Rules governing the Condominium Project. The term "available" as used in this Section shall mean available for inspection and copying within a reasonable time after receiving a written request, during normal business hours or under other reasonable circumstances. The Association may charge a reasonable fee to cover any expenses and time incurred in providing the documents for inspection and/or copying.

## ARTICLE 6

### ASSESSMENTS

- 6.1 Creation of Lien and Personal Obligation for Assessment. Each Owner, by acceptance of a deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree with each other and with the Association to pay to the

Association such Assessments to be fixed, established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, collection charges, attorneys' fees, court costs and other costs of collection as hereinafter provided shall be secured by a continuing lien upon the Unit against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due. The personal obligation shall not pass to the successor in title of an Owner unless expressly assumed by such successor. However, a lien to secure unpaid Assessments shall not be affected by the sale or transfer of the Unit unless foreclosure by a prior recorded encumbrance is involved, in which case: (a) the foreclosure will extinguish the lien for any Assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further Assessments; and (b) the prorated share of any extinguished Association lien may be redistributed to the other Units in the Condominium Project.

- 6.2 Purpose of Assessments. The Assessments levied by the Association shall be used for the purposes of promoting the health, safety and welfare of the Owners; the management, maintenance, care, preservation and protection of the Condominium Project; the enhancement the quality of life in the Condominium Project; and the preservation of the value of the Condominium Project including, without limitation, the improvement and maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, or in furtherance of any other duty or power of the Association.
- 6.3 Regular Assessment. The Management Committee is expressly authorized to adopt and amend budgets from time to time for the purpose of establishing a Regular Assessment to pay for Common Expenses. Not later than thirty (30) days prior to the beginning of each fiscal year, the Management Committee shall adopt a pro forma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Expenses to be incurred for such fiscal year. The Management Committee shall send a written summary of the budget to all Owners within thirty (30) days after the adoption of the proposed budget. The Management Committee shall at that time determine the amount of the regular Assessments to be paid by each Owner on a monthly basis. Each Owner shall thereafter pay to the Association the Owner's regular Assessment in equal monthly installments with such payments to be due on the first day of each month. In the event the Management Committee determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it may determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of the regular Assessment against each Owner, and the date or dates when due. The Owners shall have no right to reject or ratify any budget, or amendment thereof, adopted by the Management Committee.



- 6.4 Special Assessments. Subject to any limitations in this Declaration for the particular type of expense, the Management Committee is expressly authorized to set and collect special assessments payable as may be determined by the Management Committee (in lump sums or over a period of time) to pay for any Common Expenses.
- 6.5 Special Assessments. Special Assessments may be levied by the Management Committee against a particular Unit and its Owner to reimburse the Association for:
- (a) Costs incurred in bringing an Owner or the Owner's Unit into compliance with the provisions of the Declaration, the Articles, the Bylaws or the Rules;
  - (b) Costs associated with the maintenance, repair or replacement of a Limited Common Area assigned to such Unit;
  - (c) A charge for natural gas used only by some Units that shall be allocated among those units using natural gas as the Management Committee may reasonably decide (under no circumstances shall this allocation be deemed the purchase and re-sale of natural gas);
  - (d) Any other expense of the Association;
  - (e) Any other charge designated as a special Assessment in this Declaration, the Articles, the Bylaws or the Rules; and
  - (f) Attorneys' fees, interest and other charges relating thereto as provided in this Declaration.
- 6.6 Capital Improvements. Expenses for Capital Improvements may be assessed as part of the budget or in any other manner as determined by the Management Committee. Common Expenses for Capital Improvements shall be governed by and subject to the following conditions, limitations, and restrictions:
- (a) Any Capital Improvement to the Project that does not materially alter the nature of the Project, may be authorized by the Management Committee alone. A material alteration to the project includes but is not limited to the installation of a previously non-existent fixture or permanent removal of a fixture such as a swimming pool, tennis court, or parking area. Landscaping alterations are not material unless they cause other material changes such as those listed above.
  - (b) Homeowner Approval/Changing the Nature of the Project. Any Capital Improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by written consent of at least thirty (30%) of the undivided ownership interest in the Common Areas. Notwithstanding anything to the contrary, no material alteration that changes the size, shape, or location of any Unit shall be permitted without the written consent of all directly affected unit Owners and the written consent of 60% of all Unit Owners.
- 6.7 Percentage Assessments. Except as otherwise provided herein, all Assessments, general and special (except only special assessments assessed to a particular Owner as specifically provided for herein such as for a violation of the Rules or failure to maintain

a Unit or for the payment of natural gas) shall be in an amount based on the Allocated Interest of each Owner in the Common Area.

- 6.8 **Billing and Collection Procedures.** The Management Committee may adopt procedures for making the Assessments provided in this Declaration and for the billing and collection of regular and special Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill or statement to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, the Bylaws, or the Rules.
- 6.9 **Certificate of Payment.** The Association shall, within ten (10) business days after written demand, furnish to any Owner liable for Assessments or to the Lender or a potential Lender for such Unit, a recordable written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. To the extent permitted by law, a reasonable charge not to exceed fifty dollars (\$50.00) may be collected by the Management Committee for the issuance of each such certificate. Each certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- 6.10 **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Management Committee in its discretion may apply the excess to reserves, credit the excess against future Assessments or pay the excess to the Owners in proportion to the Allocated Interests of each Unit in the Common Expenses of the Condominium Project, as the Management Committee deems appropriate. The decision of the Management Committee shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 6.11 **No Offsets.** All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.
- 6.12 **Homestead Waiver.** Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.

## ARTICLE 7

### EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES

- 7.1 Due Date and Delinquency. All previously assessed amounts including that months (including but not limited to late fees, interest, collection costs, fines, regular Assessments, special assessments, and any other amounts) shall be due on the first day of the following month. Any Assessment which is not paid by the 15<sup>th</sup> day of the month after it becomes due shall be delinquent.
- 7.2 Collection Charge / Late Fee. If any Assessment is delinquent, the Owner shall be obligated to pay the collection charge or Late Fee then provided for in the Rules. The amount of such collection charge until paid shall constitute part of the Assessment lien as provided for in Section 6.1 of this Declaration.
- 7.3 Interest. If any Assessments are delinquent, interest at the rate of up to eighteen percent (18%) per annum may be assessed on any amounts owing from the date due until such time as they are paid, as may be established in the Rules.
- 7.4 Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or foreclose the Assessment lien; provided, however, the Owner shall have the right to object to the nature or amount of a delinquent Assessment as provided in Section 5.14 of this Declaration. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. The costs of preparing and filing the complaint shall be assessed against the delinquent Owner and the Owner's Unit and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and collection charges, if appropriate) in the event that a judgment is obtained by the Association. Each Owner vests in the Association or its successors or assigns the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.
- 7.5 Foreclosure Sale. Any foreclosure provided for in this Declaration is to be conducted in compliance with applicable provisions relating to the foreclosures of deeds of trust or realty mortgages in the State of Utah. In any foreclosure or sale, the Owner of the affected Unit shall pay the costs and expenses of such proceedings and reasonable attorneys' fees. The Association may, through its duly authorized agents, have and exercise the power to bid on the Unit at the foreclosure or other sale and to acquire, hold, lease, mortgage and convey such Unit.
- 7.6 Suspension of Votes. The Management Committee may suspend the obligated Owner's right to vote on any matter at regular or special meetings of the Association and the Owner's right to use all or any portion of the Common Area (exclusive of the Limited

Common Area appurtenant to the Owner's Unit) for the entire period during which an Assessment or other amount due under any of the provisions of the Declaration remains delinquent. Prior to suspending the Owner's right to vote, the Management Committee shall afford the Owner the right to a hearing before the Management Committee as provided in Section 5.14 of this Declaration.

## ARTICLE 8

### PROPERTY RIGHTS IN COMMON AREA

#### 8.1 General Easements to Common Area and Units.

- (a) Subject to this Declaration, the Bylaws, and the Rules, each Owner shall have: an equal undivided interest, right and easement of use and enjoyment in and to the Common Area; an unrestricted right of ingress or egress to and from the Owner's Unit over and across such Common Area (exclusive of the Limited Common Area); the nonexclusive right to the use of all open and unassigned parking stalls, if any, within the Common Area; the exclusive right to use and enjoy any Limited Common Area that may be designated for exclusive use by such Owner; the right to delegate the right and easement of use and enjoyment described herein to any family members, household guest, tenant, lessee, contract purchaser, Occupant or other Person who resides in such Owner's Unit. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated therefrom.
- (b) The Association, acting through the Management Committee or its authorized agent shall have nonexclusive easements with the right of access to each Unit to make inspections, to maintain, repair, replace or effectuate the restoration of the Common Area accessible from such Unit. Such rights shall be exercised in a reasonable manner and at reasonable times with prior notification, unless emergency situations demand immediate access. The Association, acting through the Management Committee or its authorized agent, shall have a nonexclusive right to grant permits, licenses and easements upon, across, over, under and through the Common Area for purposes necessary for the proper operation of the Condominium Project; provided, however, such rights shall be exercised in a reasonable manner and at reasonable times with proper notification, unless emergency situations demand immediate access.

#### 8.2 Public Utilities. Easements and rights-of-way over the Condominium Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sanitary sewer lines, drainage facilities, and such other public utilities needed to serve the Condominium Project are hereby reserved to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Units by the Owners or Occupants. The Association shall have the power to grant and

convey, in the name of all of the Owners as their attorney-in-fact, to any other person easements and rights-of-way in, on, over or under the Common Area for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any similar public or quasi public improvements or facilities, and each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or right-of-way. Such Owner and those claiming by, through or under an Owner agrees to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no such easement can be granted if it would permanently interfere with the use, occupancy or enjoyment by any Owner or such Owner's Unit.

- 8.3 Easements for Encroachments. If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the buildings are constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist so long as the buildings stand.
- 8.4 Limitation on Easement. An Owner's equal undivided interest, right and easement of use and enjoyment concerning the Common Area shall be subject to the following:
- (a) The right of the Association, subject to the provisions of Section 5.14 of this Declaration, to suspend the Owner's voting right in the Association and the Owner's right to the use of any recreational facilities included in the Common Area for any period during which (i) an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or any Association Rule; and (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;
  - (b) The right of the Association to impose reasonable limitations on the number of guests per Owner or Occupant who at any given time are permitted to use the Common Area; and
  - (c) The right of any governmental or quasi-governmental body having jurisdiction over the Property to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services.
- 8.5 Form for Conveyancing. Any deed, lease, mortgage, deed of trust or other instrument conveying or encumbering title to a Unit may describe the interest or estate involved substantially as follows:

Unit No. \_\_\_\_\_ of The Three Fountains East Condominiums, Phase \_\_\_\_\_, together with all improvements located thereon, as said Unit is identified in the Plat of said development recorded \_\_\_\_\_, \_\_\_\_\_ as Entry Number \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the official records of the Salt Lake County Recorder, State of Utah, and as identified and described in the Declaration of Condominium of The Three Fountains East Condominiums, an Expandable Residential Condominium Project, recorded \_\_\_\_\_, \_\_\_\_\_ as Entry Number \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the official records of the Salt Lake County Recorder, State of Utah. TOGETHER WITH an undivided interest, and a right and easement of use and enjoyment in and to the Common Area described, as provided for and in the percentage shown, in said Declaration. This conveyance is subject to the provisions of said Declaration, including any amendments thereto. The undivided interest in the Common Area conveyed hereby is subject to modification, from time to time, as provided in the Declaration for expansion of the Condominium Project.

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit.

- 8.6 Views. Views from a Unit and the Condominium Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Condominium Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or rights appurtenant to the Unit or the Condominium Project.

## ARTICLE 9

### USE RESTRICTIONS

- 9.1 Signs. No signs whatsoever (including, but not limited to commercial, political, sale or rental and similar signs) shall be erected or maintained on the Property whether in a window or otherwise without the approval of the Association, except:
- (a) such signs as many be required by legal proceedings;
  - (b) one house number identification if placed by the Association and in the style selected by the Association;
  - (c) such signs, the nature, number and location of which have been approved by the Management Committee in advance; and
  - (d) street identification and traffic directional signs erected on or adjacent to the Condominium Project by Salt Lake County, or any other municipal entity, which

signs shall not require prior approval from the Management Committee.

- 9.2 Nuisance. No noxious or offensive activity shall be carried on upon the Condominium Project, nor shall any activity which might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Condominium Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.
- 9.3 Temporary Structures. No structure or building of a temporary character, including a tent or shack, shall be placed upon the Condominium Project or used therein unless the same and its proposed use are approved by the Management Committee.
- 9.4 Parking and Use of Open Parking/Visitor Parking. Unless otherwise permitted by the Association, and except for "customary parking" and "temporary parking," as permitted by this Section 9.4, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles or boats) shall be parked, stored or located within any portion of the Condominium Project, including any Unit, Limited Common Area or Common Area. "Customary parking" shall mean the parking of operable automobiles, motorcycles, and residential type trucks and vans within the parking spaces designated as an exclusive Limited Common Area for each respective Unit or in the Unit garages. "Temporary parking" shall mean the use of designated parking areas within the Condominium Project for parking of operable vehicles belonging to invited guests of the Owners and Occupants including the parking of delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of goods and services to the Owners and Occupants as well as parking of vehicles belonging to or being used by Owners, Occupants and invitees during social engagements and for loading and unloading purposes. The Association may adopt Rules relating to the admission and parking of vehicles within the Condominium Project including, without limitation, rules regulating or allowing (1) the loan, license, or lease the visitor parking spaces in the discretion of the Association, (2) removal of any vehicles that are improperly parked, (3) the time visitor spaces may be used, (4) the nature of vehicles parked in the Project including reasonable limitations on the size, appearance, and types of vehicles, and (5) the assessment of charges and fines to Owners and Occupants who violate, or whose invitees violate, such rules.
- 9.5 External Fixtures. No external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch or patio or balcony enclosures, sunshades, lighting fixtures, walls, window, skylight, landscaping and planting, other than those provided in connection with the original construction for the Condominium Project, and any replacements thereof, and other than those approved by the Management Committee, and any replacements thereof,

shall be constructed, erected or maintained on the Condominium Project.

- 9.6 Window Covers. No window shall be covered by paint, foil, sheets or similar items. The Management Committee may adopt Rules regulating the type, color of the external surface, and design of window covers.
- 9.7 External Laundering. Unless otherwise permitted by the Management Committee, external laundering and drying of clothing and other items is prohibited.
- 9.8 Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of, any Unit without the prior written approval of the Management Committee.
- 9.9 Repairs. No repair or modification of motor vehicles or other detached equipment, machinery, or other items is permitted in the Project except as provided for in this Section or in Rules adopted consistent with this Section. This section shall not prohibit repairs to buildings, structures, and equipment installed in and necessary to the functioning of the Project or any Unit therein. Light Maintenance to a vehicle is allowed in the resident's customary parking. Light Maintenance includes the following work: changing windshield wipers, filling the windshield wiper fluid reservoir, changing or charging a battery, removing, replacing, and/or re-pressuring a flat tire, changing an air cleaner, and such other specific items as may be designated in the Rules by the Management Committee. Heavy maintenance shall include any sort of painting, sanding, or collision repair; any overhaul or replacement of components such as an engine, transmission, rear end, and any other type of repairs designated as heavy maintenance by the Management Committee in the Rules. Heavy Maintenance is not permitted in the Project. Subject to the limitations and discretion allowed in this section, the Management Committee may establish reasonable rules related to the maintenance of vehicles in the Project. Absent Rules permitting and designating additional maintenance items, the specific maintenance items identified as allowed in this section shall be all that are permitted in the Project. No washing of motor vehicles in the Project shall be permitted except as may be allowed by the Management Committee in the Rules.
- 9.10 Unsightly Items. All rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited upon any Unit unless obscured from view of adjoining Units and Common Area. Trash and garbage shall be properly disposed of by Owners and Occupants in refuse containers approved by the Association for regularly scheduled pick up and removal, all in accordance with the Rules applicable thereto adopted by the Management Committee.
- 9.11 Animals. No animals, livestock, birds, reptiles, or poultry of any kind shall be raised,



bred or kept in any Unit or upon the Condominium Project, except that two (2) dogs, two (2) domestic cats, or other household pets approved by the Management Committee may be kept by Owners within a Unit provided such pets are not raised, bred, kept or maintained for any commercial purposes. Notwithstanding the foregoing, no animal or fowl may be kept within a Unit which, in the good faith judgment of the Management Committee, results in an annoyance or is obnoxious to Owners or Occupants within the Condominium Project and the Management Committee may exercise its judgment for specific pets even though others are permitted to remain. All animals permitted to be kept by this Section 9.11 shall be kept on a leash, except within a Unit, and all fecal matter shall be immediately cleaned up on any portion of the Common Area. The Management Committee may adopt Rules applicable to the provisions of this Section 9.11 and to the keeping of pets within the Condominium Project, and their enforcement, including, subject to the provisions of Section 5.14 of this Declaration, the assessment of charges to Owners and Occupants who violate such rules. Any charges so assessed shall be special Assessments.

- 9.12 Leases. Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter in this section referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the lease commences. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Project Documents, which shall be a default under the lease. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding on the Owner and Resident by virtue of their inclusion in the Declaration. Before entering into a lease, each Owner shall conduct background check (of a kind typically used in the rental industry) of any proposed tenants and shall provide the results of that background check to the Association along with the proposed agreement for leasing, rental, or occupancy. No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool or corporate/exclusive use purposes, which shall be deemed to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate Persons, or less than his entire Unit. Any Owner who shall lease his Unit shall be responsible for assuring compliance by the Resident with the Project Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against his Resident who is in violation of the Project Documents within ten (10) days after receipt of written demand to do so from the Management Committee, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his Resident. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or Resident for any eviction under this section that is made in good faith. Any expenses incurred by the Association related to an eviction, including attorney fees, service fees, storage fees, constable or sheriff fees, and costs of suit, shall be charged as an Assessment to such Owner. The remainder of this Section shall apply to all Units that the Owner become the Owner by any means (including

foreclosure) after the date that this Declaration is recorded. The Owner shall not be permitted to rent, lease, or allow a non-owner occupant to reside in the Unit if fifteen percent (15%) or more of the Units in the Project of the same type, are already rented, leased or occupied by non-owner occupants. There are four "types" of units generally designated as such by their size and layout, and they are identified by the following unit numbers: Unit Nos. 1-54; Unit Nos. 55-96; Unit Nos. 97-126; and Unit Nos. (A)127-(G)232 which are the "Executive Suites" as designated on the plat. The Management Committee may make exceptions to the prior restriction allowing an immediate family member of an Owner to occupy a Unit, in its sole discretion. All Residents of an organizationally owned Unit shall be non-owner occupants except if the non-owner occupants are the sole Owners of the organization that owns the Unit in which they reside, in which case they shall be considered the Owners for the purpose of this Section. The Management Committee shall have the right to adopt Rules to enforce the prior restrictions, including but not limited to Rules related to the monitoring of rental Units and requiring Owners to register or apply to rent their Unit, which may include a fee for such application or registration. For the purpose of this section, "non-owner occupant" shall refer to somebody that resides in a Unit that the Owner does not reside in.

- 9.13 Landscape Maintenance. The Association shall have the right to maintain all landscaping in the Common Area and the Limited Common Area. The Owner shall maintain all landscaping in Limited Common Area unless the Management Committee determines otherwise. The Association shall have the right of access to all Common Area and Limited Common Area of the Condominium Project as necessary for such landscape maintenance.
- 9.14 Floor Load. There shall be no floor load in excess of the weight for which the Unit or balcony was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is approved in writing by the Management Committee. The Owner shall be responsible for investigating and determining whether any heavy load capacity is beyond the capacity of the floor.
- 9.15 Residential Occupancy. The use of each Unit is restricted to residential occupancy. No industry, business, trade or commercial activities (other than home professional pursuits without employees, public visits or nonresidential storage and mail), or other use of the Unit, shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.
- 9.16 No Subdivision of Units or Further Restrictions. No Unit shall be split, subdivided or separated into two or more Units, and no Owner of a Unit shall sell or lease less than all of the Unit. No subdivision plat or covenants, conditions or restrictions shall be recorded by any owner or other Person with respect to any Unit. Any plat or covenants, conditions, or restrictions recorded in violation of this Section 9.16 shall be absolutely null and void. The Management Committee's review shall be for the purpose of assuring, in the sole and

absolute discretion of the Management Committee, that the plat or covenants, conditions and restrictions are consistent and compatible with the overall plan of development of the Property. However, in no event shall the approval of the Management Committee of any plat or covenant, condition or restriction be an abandonment or waiver of any provision of this Declaration. The provisions of this Declaration shall be and remain superior to any such plat or covenants, conditions or restrictions.

- 9.17 Architectural Control. No exterior changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Management Committee or any committee established by the Management Committee for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes; painting, landscaping, repairs, excavation, patio covers, screens, doors, evaporative coolers, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations or other work which in any way alters the exterior appearance of the Property. The Management Committee, or committee established by the Management Committee for that purpose, may designate the design, style, model and manufacturer of any exterior improvement or alteration which is acceptable to the Management Committee. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Management Committee, or any committee established by the Management Committee for that purpose. By way of illustration, but not of limitation, the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, and the like.
- 9.18 Lighting. Exterior lighting fixtures and walkway and landscaping lights shall be allowed only to the extent approved by the Management Committee.
- 9.19 Variances. The Management Committee may, at its option and in extenuating circumstances, grant variances from the Restrictions set forth in this Article 9 if the Management Committee determines in its discretion: (a) either (i) that a Restriction would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete; and (b) that the activity permitted under the variance will not have any substantial adverse effect on the Owners or Occupants of the Condominium Project and is consistent with the high quality of life intended for residents of the Condominium Project.
- 9.20 Hazardous Substances.
- (a) The Owners shall comply with applicable Environmental Laws (as defined below), and shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances (as defined below), on or within the

Condominium Project which are not properly controlled, safeguarded and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Condominium Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use of storage on the Condominium Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to maintenance of a Unit or the Condominium Project.

- (b) Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Condominium Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) whether or not the release of the Hazardous Substances was caused by an indemnifying Owner, a tenant, invitee or otherwise of an indemnifying Owner; and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Condominium Project. The obligations of each Owner under this Section 9.20 shall survive any subsequent sale by an indemnifying Owner.
- (c) As used in this Section 9.20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section 9.20, "Environmental Law" means federal laws and laws of the jurisdiction where the Condominium Project is located that relate to health, safety or environmental protection.

## ARTICLE 10

### INSURANCE

- 10.1 Property Insurance. The Association shall obtain and maintain the insurance specified in this Declaration; provided, however, the Association shall always comply with the insurance requirements of the Act.
  - (a) Hazard Insurance. A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Condominium Project, including: the Common

Area; all buildings including all Units (other than the interior content thereof); fixtures, building service equipment, personal property and supplies comprising a part of the Common Area or owned by the Association, and which are of a class typically encumbered by First Mortgages held by FNMA or other similar institutional mortgage investors; but excluding land, excavations, and other items not normally covered by such policies. References herein to a "master" or "blanket" type of policy of property insurance are intended to denote single entity insurance coverage. At a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Condominium Project in construction, location and use, including, without limitation, all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Condominium Project covered by such policy, exclusive of land, excavation, and other items normally excluded from coverage. The insurance policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance); or (2) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more) and, if the policy includes a coinsurance clause, an Agreed Amount Endorsement (which waives the requirement for coinsurance). The maximum deductible amount for such policy covering the Common Area shall be the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount. However, for losses related to Units that are covered by such a policy, the deductible related to each Unit shall be One Thousand Dollars (\$1,000.00).

- (b) Flood Insurance. If any part of the Condominium Project is or comes to be situated in a Special Flood Hazard areas as designated on a Flood Insurance Rate Map, a "master" or "blanket" policy of flood insurance shall be maintained covering the Condominium Project, any machinery and equipment that are not part of a building and all Common Area within the Condominium Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Administration Program for the Insurable Property within any portion of the Condominium Project located within a designated flood hazard areas; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. The maximum deductible amount for any such policy shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy face amount.

- (c) The name of the insured under each policy required to be maintained by the foregoing (a) and (b) shall be the Association for the use and benefit of the individual Owners (the Owners shall be designated by name, if required). Notwithstanding the requirement of the immediately foregoing sentence, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an insurance trust agreement, or any successor to such Insurance Trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each Owner's Lender. Each Owner and each Owner's Lender, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Lender upon request.
- (d) Each policy required to be maintained by the foregoing items (a) and (b) shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Condominium Project is located.
- (e) Each policy required to be maintained by the foregoing items (a) and (b), shall provide, if available, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; and the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively.
- (f) Each policy required to be maintained by the foregoing item (a) shall also contain or provide the following: (i) "Inflation Guard Endorsement," if available; (ii) "Building Ordinance or Law Endorsement," if the enforcement of any building, zoning or land use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs (the endorsement must provide for contingent liability from the operation of building laws, demolition costs and increased costs of reconstruction); and (iii) "Steam Boiler and Machinery Coverage Endorsement," if the project has central heating or cooling, which shall provide that the insurer's minimum liability per accident at least equals the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the building containing the boiler or machinery. In lieu of obtaining this coverage as an endorsement to the commercial package property, the Association may purchase separate stand-alone boiler and machinery coverage.

10.2 Comprehensive Public Liability Insurance. To the extent available, the Association shall obtain comprehensive general liability insurance insuring the Association, the agents and employees of the Association, the Owners and Occupants and the respective family members, guests and invitees of the Owners and Occupants, against liability incident to the use, ownership or maintenance of the Common Area or membership in the

Association. The coverage limits under such policy shall be in amounts generally required by private institutional mortgage investors for projects similar to the Condominium Project in construction, location and use. Nevertheless, such coverage shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner or Occupant. Such insurance shall also include protection against water damage liability, liability for nonowned and hired automobiles and liability for the property of others. Such insurance must provide that, despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the approval of the Association. The Management Committee shall adjust the amount of the insurance carried under this Section 10.2 from time to time.

- 10.3 Workers' Compensation Insurance. The Management Committee shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law.
- 10.4 Fidelity Insurance. The Management Committee shall obtain fidelity coverage against dishonest acts on the part of Committee Members, officers, employees or volunteers who handle or who are responsible for handling funds of the Association. Such fidelity bonds shall name the Association as obligee and shall be written in an amount equal to one hundred fifty percent (150%) of the estimated current annual Common Expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar terms or expressions.
- 10.5 Premiums. Premiums upon insurance policies purchased by the Management Committee on behalf of the Association shall be paid by the Association as part of the Common Expenses.
- 10.6 Policy Provisions.
  - (a) Any insurer that has issued an insurance policy to the Association under this Article shall also issue a certificate or memoranda of insurance to the Association and upon request, to any Owner or Lender.
  - (b) The named insured under any policy of insurance shall be the Association, as trustee for the Owners, or its authorized representative, including an Insurance Trustee, who shall have exclusive authority to negotiate losses under the policies. The policy shall provide that each Owner shall be an insured person under the policy with respect to liability arising out of such Owner's interest in the Common

Area or membership in the Association. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of purchasing and maintaining insurance required by this Declaration, and adjustment of all losses related thereto, including: the collection and appropriate disposition of all insurance proceeds, the negotiation of all losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to administer such insurance. The Association shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the Owners and their Lenders, as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

- (c) The Association's insurance shall contain the "Special Condominium Endorsement" or its equivalent. Insurance coverage obtained by the Association shall be primary insurance and may not be brought into contribution with insurance purchased by the Owners.
- (d) Coverage must not be limited by (i) any act or neglect by Owners or Occupants which is not within control of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Condominium Project over which the Association has no control.
- (e) Coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) and the insurer may not refuse to renew the policy without at least thirty (30) days prior written notice to the Association and all Lenders, and to any Owner to whom a certificate has been issued.
- (f) All policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Owners, Occupants and their respective agents and employees, and any defenses based on coinsurance or on invalidity arising from acts of the insured.

10.7 Supplemental Insurance. The Management Committee may obtain such other policies of insurance in the name of the Association as the Management Committee deems appropriate to protect the Association and Owners. The Management Committee shall obtain Committee Member's and officer's liability insurance for officers and Committee Members of the Association in accordance with this Declaration. Notwithstanding any of the provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by FNMA, the Department of Veterans Affairs and the Government National Mortgage Association, so long as any is a mortgagee or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by FNMA, the Department of Veterans Affairs or the Government



National Mortgage Association.

- 10.8 Annual Insurance Report. Not later than sixty (60) days prior to the beginning of each fiscal year, the Management Committee may obtain a written report by a reputable independent insurance broker or consultant setting forth the existing insurance obtained pursuant to this Declaration and stating whether, in the opinion of such broker or consultant, the insurance complies with the requirements of this Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and the Lenders in light of the insurance then available and the prevailing practice with respect to other similar condominium projects. The Management Committee shall be fully protected in relying on the written report furnished pursuant to this Section 10.8 provided reasonable care and prudence were exercised in selecting such independent insurance broker or consultant.
- 10.9 Insurance Obtained by Owners. Notwithstanding the above, Owner or Occupant shall obtain insurance coverage in addition to the insurance maintained by the Association. All Unit owners shall have a minimum COVERAGE A BUILDING for \$10,000 added to their individual unit owner's policy. Anything to the contrary notwithstanding, the insurance coverage of a Unit Owner or resident shall be primary and the insurance of the Association shall be secondary for losses that emanate from within their Unit, or from items that are the Owner's responsibility to maintain and replace. If any Unit Owner fails to maintain insurance, that unit owner will still be responsible for the first \$10,000 on any claim arising from the losses that emanates from within their unit or from items that are their responsibility to repair or replace, including improvements, betterments, and special fixtures. The Association shall have the right to demand proof of this insurance from time to time as it deems reasonably appropriate.
- 10.10 Personal property and personal liability of the Unit Owner or Resident is the sole responsibility of the Unit Owner or resident.

## ARTICLE 11

### DESTRUCTION OF IMPROVEMENTS

- 11.1 Reconstruction. In the event of partial or total destruction of a building or buildings or any portion of the Common Area within the Condominium Project, the Management Committee shall promptly take the following actions:
- (a) The Management Committee shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, (with the requirement of including the obligation to obtain performance and lien payment

bonds if costs of construction are in excess of \$500,000).

- (b) The Management Committee shall determine the amount of insurance proceeds, if any, payable by contacting the appropriate representative of the insurer carrying the policy covering the Condominium Project.
- (c) Pursuant to Section 57-8-30 of the Act, if the insurance proceeds are sufficient to reconstruct the building, such proceeds shall be applied to such reconstruction.
- (d) If the Management Committee determines: (i) that insurance proceeds will cover eighty-five percent (85%) or more, but not all, of the estimated cost of reconstruction, or (ii) that available insurance proceeds together with available reserves and a Special Assessment equal to twenty-five percent (25%) or less of the then aggregate annual regular Assessments for all Units will completely cover the estimated cost of reconstruction, then the Management Committee shall cause notice to be sent to all Owners and to all Lenders encumbering Units within the Condominium Project setting forth such findings and informing the Owners and Lenders that the Management Committee intends to commence reconstruction pursuant to this Declaration. In the event that Owners representing at least twenty percent (20%) of the Allocated Interests in the votes of the Association object in writing to such reconstruction as indicated in such notice, the Management Committee shall call a special meeting of the Owners pursuant to Section 11.2. In the event that the foregoing requirements are satisfied and the requisite number of Owners do not object in writing to such reconstruction, the Management Committee shall cause reconstruction to take place as promptly as practicable thereafter. In connection with such reconstruction, the Management Committee shall levy a uniform special Assessment against each Owner at such time and in such amount as the Management Committee shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.
- (e) If the Management Committee in good faith determines that none of the bids submitted under this Section 11.1 reasonably reflects the anticipated reconstruction costs, the Management Committee shall continue to attempt to obtain an additional bid which it determines reasonably reflects such costs. Such determination shall be made by the Management Committee as soon as possible. However, if such determination cannot be made within ninety (90) days after the date of such destruction because of the unavailability or unacceptability of an insurance estimate or reconstruction bid, or otherwise, the Management Committee shall immediately call a meeting of the affected Owners and all Lenders pursuant to Section 11.2.
- (f) If the Management Committee determines that any Unit is uninhabitable by reason of its total or partial destruction, the Management Committee may abate

Assessments against the Owner thereof until the Management Committee determines that habitability has been restored.

- 11.2 Reconstruction by Vote. If reconstruction is not to take place pursuant to Section 11.1, as soon as practicable after the same has been determined, the Management Committee shall call a special meeting of the Owners by mailing a notice of such meeting to each such Owner. Such meeting shall be held not less than ten (10) days and not more than sixty (60) days after the date of such notice. Unless the Owners, by a vote at such meeting or by the written consent of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area which will not be rebuilt) determine not to proceed with such reconstruction, reconstruction must take place and the Management Committee shall levy a uniform special Assessment against each Owner at such time and in such amount as the Management Committee shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.
- 11.3 Procedure for Minor Reconstruction. If the cost of reconstruction is equal to or less than ten percent (10%) of the estimated fair market value of all of the Units in the Condominium Project, then the Management Committee shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Condominium Project in conformance with the original plans and specifications, or if the Management Committee determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements.
- 11.4 Procedure for Major Reconstruction. If the cost of reconstruction is greater than ten percent (10%) of the estimated fair market value of all of the Units in the Condominium Project, all insurance proceeds, together with such amounts from available reserves or special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to an Insurance Trustee, to be designated by the Management Committee, as trustee for all Owners and Lenders. The Insurance Trustee, in the Management Committee's discretion, may be the Management Committee or, if not, shall be a bank or credit union with an office in Salt Lake County, Utah, whose accounts are insured by the Federal Deposit Insurance Corporation or the successor to such agency. If the Management Committee is not the insurance trustee, such proceeds shall be received, held and administered by the Insurance Trustee subject to the provisions of an insurance trust agreement which shall be consistent with the provisions of this Declaration and which shall be entered into between the Insurance Trustee and the Management Committee. Disbursement of such funds shall be made only upon the signatures of two members of the Management Committee and upon the terms and conditions provided in this Section 11.4. As soon as practicable after notification of the receipt of insurance

proceeds by the Insurance Trustee, the Management Committee shall enter into a contract with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed Units and Common Area according to the original plan and specifications of said improvements or, if the Management Committee determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original construction of such improvements. The contract with such licensed contractor or contractors shall provide for payment to the contractor or contractors a specified sum for performance and execution of the work therein described, and shall have provisions for periodic disbursement of funds by the Insurance Trustee, which shall be consistent with procedures then followed by prudent lending institutions doing business in Salt Lake County, Utah. Such periodic disbursements of funds shall be for specific dollar amounts and shall not be paid until the contractor who is engaged by the Management Committee shall furnish to the Management Committee before the commencement of construction a full performance and lien payment bond written by a good and responsible corporate surety. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate or other documentation containing such provisions as may be appropriate in the circumstances and deemed suitable by the Management Committee. The Management Committee may employ a licensed architect to supervise the repair and rebuilding to insure that all work, services and supplies are in conformity with the requirements of the construction contract.

- 11.5 Determination not to Reconstruct Without Termination. If Owners of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area which will not be rebuilt after a casualty) and Eligible Mortgagees on Units to which at least fifty-one percent (51%) of the Allocated Interests are attributable vote not to rebuild and the entire Condominium Project is not repaired or replaced, and the Condominium Project is not terminated in accordance with the Act, the insurance proceeds shall be distributed as provided by the Act and the Allocated Interests are automatically reallocated as provided by the Act. In such event, the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.
- 11.6 Negotiations with Insurer. The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Area, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Area. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.
- 11.7 Repair of Units. Installation of improvements to, and repair of any damage to, the interior of a Unit not otherwise covered by insurance proceeds from the Association's insurance,

shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

Priority. Nothing contained in this Article shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of insurance proceeds allocated to such Unit.

## ARTICLE 12

### EMINENT DOMAIN

- 12.1 Total Taking of a Unit. If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant which may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Area shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration in compliance with the Act. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area.
- 12.2 Partial Taking of a Unit. Except as provided in Section 12.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Area shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.
- 12.3 Taking of Limited Common Area. If the portion of the Condominium Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated at the time of the acquisition.
- 12.4 Taking of Common Area. If the portion of the Condominium Project taken by eminent

domain, or sold under threat thereof, is not comprised of or includes any Unit or Limited Common Area, the Management Committee shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring the portion of the Condominium Project so taken, and the portion of the award not used for restoration shall be divided among the owners in proportion to their Allocated Interest in the Common Area before the taking.

- 12.5 Taking of Entire Condominium Project. In the event the Condominium Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Condominium Project is terminated and the provisions of the Act apply.
- 12.6 Priority and Power of Attorney. Nothing contained in this Article 12 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof. In the event the taking involves all or part of any Unit or the Common Area or Limited Common Area, the award or proceeds shall be payable to the Association for the use and benefit of the Owners and their Lenders as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

## ARTICLE 13

### RIGHTS OF LENDERS

- 13.1 Notice of Lenders. A Lender shall not be entitled to receive any notice which this Declaration requires the Association to provide Lenders for notice, approval or consent regarding a proposed action or otherwise, unless and until such Lender or its mortgage servicing contractor, has delivered to the Association a written notice stating that such Lender is the holder of a loan encumbering a Unit within the Condominium Project, in accordance with Section 13.6. Notwithstanding the foregoing, if any right of a Lender under this Declaration is conditioned on a specific written request to the Association, in addition to the above, a Lender must also make such request in writing delivered to the Association. Except as provided in this Section 13.1, a Lender's rights pursuant to this Declaration, including, without limitation, the priority of any mortgage lien over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice or request to the Association. The provisions of this Section 13.1 shall not apply to the Department of Veterans Affairs or the Department of Housing and Urban Development.
- 13.2 Priority of Lenders. No breach of the Restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or

charge of any Lender made in good faith and for value encumbering any Unit (subject to assessments due before their recording), but all of such Restrictions shall be binding upon and effective against any Owner whose title to a Unit is derived through foreclosure or trustee's sale, or otherwise.

13.3 Relationship with Assessment Liens.

- (a) The lien provided for in Article 6 for the payment of Assessments shall be subordinate to the lien of any Lender which was recorded prior to the date any such Assessment becomes due.
- (b) If any Unit which is subject to a monetary lien created by this Declaration is also subject to the lien of a Lender, then: (i) the foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of such Lender; and (ii) the foreclosure of the lien of a Lender or the sale under a power of sale included in a mortgage or deed of trust shall not operate to affect or impair the lien hereof, except that any person who obtains an interest thereafter shall take title free of any lien created by this Declaration for any Assessments which became due after the recordation of the mortgage or deed of trust, or any personal obligation for such charges, but such Person shall remain subject to the lien hereof for all charges that shall accrue subsequent to such foreclosure.
- (c) Without limiting the provisions of Section 13.3(b), any Lender who obtains title to a Unit by reason of any foreclosure, or deed or assignment in lieu of foreclosure, or any person who obtains title at a private or judicial foreclosure sale, shall take title to such Unit free of any lien or claim for unpaid Assessments against such Unit which accrued prior to the time such Lender or purchaser takes title to such Unit, except for liens or claims for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Units within the Condominium Project.
- (d) Nothing in this Section 13.3 shall be construed as releasing any Person from the personal obligation to pay for any Assessments levied pursuant to this Declaration during the period such Person is an Owner.

13.4 Required Lender Approval. Except upon the prior written approval of seventy-five percent (75%) of all Lenders which have provided notice to the Association as described in Section 13.1 and Section 13.6, based on one vote for each Unit encumbered by a loan, neither the Association nor the Management Committee shall be entitled by action or inaction to do any of the following:

- (a) Abandon or terminate by an act or omission the legal status of the Condominium Project; or

- (b) Except as specifically provided by this Declaration, amend any provisions governing the following:
- (1) voting rights;
  - (2) increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of Assessment liens;
  - (3) reductions in reserves for maintenance, repair and replacement of the Common Area;
  - (4) reallocation of interests in the Common Area and the Limited Common Area, or rights to their use;
  - (5) redefinition of any Unit boundaries;
  - (6) convertibility of Units into Common Area or vice versa;
  - (7) expansion or contraction of the Condominium Project, or the addition, annexation or withdrawal of property to or from the Condominium Project;
  - (8) hazard or fidelity insurance requirements;
  - (9) imposition of any restrictions on the leasing of Units;
  - (10) imposition of any restrictions on an Owner's right to sell or transfer such Owner's Unit;
  - (11) restoration or repair of the Condominium Project (after damage or particular condemnation) in a manner other than that specified in this Declaration, the Articles or the Bylaws; or
  - (12) any provision that expressly benefits Lenders (including their insurers or guarantors).

Any Lender, other than the Department of Veterans Affairs, the Department of Housing and Urban Development or FNMA, who receives, by certified or registered mail, a written request, with a return receipt requested, to approve a change and who does not return a negative response within thirty (30) days shall be deemed to have approved such request.



- 13.5 Other Rights of Lenders. Any Lender (and such Lender's insurer or guarantor) shall, upon written request to the Association, be entitled:
- (a) To inspect current copies of this Declaration (and any amendments), the Association's Articles, Bylaws, Rules and other books and records of the Association during normal business hours; and
  - (b) To receive an annual financial statement of the Association within ninety (90) days following the end of the Association's fiscal year.
- 13.6 Notices of Action. Upon written request to the Association identifying the name and address of the Lender (and the name and address of the Lender's insurer or guarantor, if desired) and the Unit Number or address, any such Lender (or any such insurer or guarantor) will be entitled to timely written notice of:
- (a) Any condemnation or casualty loss which affects a material portion of the Condominium Project or any Unit on which there is a First Mortgage held by such Lender;
  - (b) Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the lien of a Lender, which remains uncured for a period of sixty (60) days;
  - (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
  - (d) Any proposed action by the Owners or the Association which would amount to a material change in the Declaration as identified in Section 13.4 of the Declaration.

#### ARTICLE 14

#### TERMINATION

- 14.1 Required Vote. Except as otherwise provided in Article 11 and Article 12, the Condominium Project may be terminated only by the vote of owners holding 90% of the common interests in the Association at a meeting properly called for that purpose as provided for in the Bylaws.
- 14.2 Termination Agreement. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. Such an agreement to terminate shall also be approved by consent of 80% of all Lenders with a loan secured by a Unit. Such approval (and any other approval related to an amendment to this Declaration) shall be deemed given when a Lender

(except for the Department of Veterans Affairs, the Department of Housing and Urban Development and FNMA) fails to submit a response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the County Recorder in Salt Lake County, Utah and is effective only on recordation.

- 14.3 Sale of Condominium Project. A termination agreement may provide that the entire Condominium Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Condominium Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.
- 14.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Condominium Project, but the contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration. If any real estate in the Condominium Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Lenders as their interests may appear, based on the relative value of each Unit and Condominium Project. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.
- 14.5 Proceeds of Sale. Following termination of the Condominium Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Lenders as their interests may appear. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Units which were recorded before termination may enforce those liens in the same manner as any lienholder.

## ARTICLE 15

### AMENDMENTS

- 15.1 **General Amendment Requirements.** Except as permitted specifically herein or required by the Act, this Declaration may be amended only by written consent of Owners of Units holding at least sixty-seven (67%) of the percentage interest in the in the Association. No meeting or vote of the owners shall be required.
- 15.2 **Execution of Amendments.** Upon obtaining the required written consent, an amendment shall be signed by the President and Secretary of the Association, who shall certify that the amendment has been properly consented to as required by the Declaration. An amendment complying with the requirements of this declaration shall be effective when the amendment has been recorded in the office of the County Recorder of Salt Lake County, Utah.
- 15.3 **Lender Approval.** Subject to the foregoing, any provision of this Declaration which expressly requires the approval of a specified percentage of the Lenders for action to be taken under such provision can be amended only with the affirmative written assent of not less than the same percentage of the Lenders; provided that in the event approval is requested in writing from a Lender with respect to a proposed amendment and a negative response is not returned within thirty (30)-days following mailing of the request, by certified or registered mail, with a return receipt requested, the Lender shall be deemed to have approved the proposed amendment.

## ARTICLE 16

### GENERAL PROVISIONS

- 16.1 **Enforcement.** The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Restrictions and other provisions now or hereafter imposed by this Declaration, or any amendments thereto, including the right to prevent the violation of any such Restrictions, and the right to recover damages and other sums for such violation. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Bylaws and the Rules and any respective amendments thereto.
- 16.2 **No Waiver.** Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

- 16.3 Cumulative Remedies. All rights, options and remedies of the Association, the Owners or the Lenders under this Declaration are cumulative, and no one of them shall be exclusive of any other, and the Association, the Owners and the Lenders shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.
- 16.4 Severability. Invalidation of any one or a portion of the Restrictions or provisions set forth in this Declaration or in the Bylaws or the Rules by judgment or court order shall in no way affect any other Restrictions or provisions contained herein or therein which shall remain in full force and effect.
- 16.5 Covenants to Run with the Land: Term. The Restrictions and other provisions of this Declaration shall run with and bind the Condominium Project as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time the Restrictions and other provisions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed and acknowledged by Owners of not less than seventy-five percent (75%) of the Allocated Interests in the votes of the Association and their Lenders, has been recorded prior to the end of any such period agreeing to change or revoke the Restrictions and other provisions of this Declaration in whole or in part. By acquiring any interest in a Unit, or in a Limited Common Area, or in the Common Area, such Owner consents to, and agrees to be bound by, each and every provision of this Declaration.
- 16.6 Allocation upon Termination. Unless provided otherwise herein, upon any liquidation or termination of all or part of the Condominium Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders. Owners shall share in the proceeds of such termination or liquidation in the same proportion as their Allocated Interest in the Common Area (or as otherwise provided by the Act), but in such event, the liens and provisions of all lenders or Assessment liens encumbering Units within the Condominium Project so encumbered shall extend to each applicable Owner's Interest in such proceeds. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds.
- 16.7 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential condominium community and for the maintenance of the Condominium Project. The Article and

Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to Articles and Section numbers, unless otherwise expressly provided, are to the Articles and Sections of this Declaration.

- 16.8 Gender and Number. Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.
- 16.9 Nuisance. The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or the Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.
- 16.10 Attorneys' Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Bylaws or the Rules, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and costs of suit.
- 16.11 Notices. Any notice to be given to an Owner, a Lender or the Association under the provisions of this Declaration shall be in writing and shall be delivered as follows:
- (a) Notice to an Owner shall be delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. Unless and until the Owner has notified the Association of the name of the Owner and provided a name and address for notice, notice mailed to a Unit address shall be Notice to the Owners of that Unit and the fact that mail is returned for any reason (so long the address is correct) shall not operate to invalidate any notice.
  - (b) Notice to a Lender shall be delivered by first class United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office or other address of the Lender. Any address for a Lender or agent of the Lender that is found on a document recorded on the title of a Unit

shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit.

- (c) The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, or to any Lender or Lenders, to the address or addresses for the giving of notice pursuant to this Section 16.11, shall be deemed conclusive proof of such mailing.
  - (d) Notice to the Association shall be delivered by registered or certified United States mail, postage prepaid, addressed to the office of the statutory agent of the Association. The Association shall, however, have the right to designate a successor or substitute address for receipt of notices hereunder by filing a Supplemental Declaration.
- 16.12 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws or the Rules are determined to be unenforceable in whole or in part or under certain circumstances.
- 16.13 Nonliability of Officials. To the fullest extent permitted by the Utah Revised Nonprofit Corporation Act, neither the Management Committee nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.
- 16.14 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for and preserving the Common Area and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for and preserving the Common Area and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).
- 16.15 Notification of Sale and Transfer Fee. Concurrently with the consummation of the sale or other transfer of any Unit, or within fourteen (14) days after the date of such transfer, the transferee shall notify the Association in writing of such transfer and shall accompany such written notice with any nonrefundable transfer fee payable pursuant to the Rules, to cover Association documentation and processing. The Management Committee may

establish a transfer fee, from time to time, which shall be no more than the amount of the then current regular monthly Assessment. The written notice shall set forth the name of the transferee and the transferor, the street address of the Unit purchased or acquired by the transferee, the transferee's mailing address, the date of the sale or transfer and the name and address of the transferee's Lender, if any. Prior to the receipt of such written notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The transfer fee shall be the personal obligation of the new Owner and shall be secured by the lien in Section 6.1.

Notwithstanding the other provisions of this Declaration, this Section 16.15 shall not apply to a Lender who becomes an Owner by a foreclosure proceeding or any deed or assignment in lieu of foreclosure.

- 16.16 **Owner Liability and Indemnification.** Subject to the provisions of Section 5.14 of this Declaration, each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligence of that Owner or such Owner's family members, tenants, guests or invitees. Each Owner, by acceptance of a deed for a Unit, agrees personally and for family members, tenants, guests and invitees to indemnify each and every other Owner, and to hold such other Owners harmless from, and to defend such Owners against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including Limited Common Area, if any, except to the extent that the injury or damage occurred by reason of the willful or negligent act or omission of the Association or other Owner or other Person temporarily visiting such Unit.
- 16.17 **Conflicting Provisions.** In the case of any conflict between this Declaration and the Bylaws, or the Rules, this Declaration shall control. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control. Notwithstanding the above, if in conflict with the Act, this Declaration shall be deemed modified and amended only to the extent necessary to come into compliance with the Act.
- 16.18 **Consent, Power of Attorney, Waiver.** By acceptance of a deed, lease or other conveyance of an interest in Unit, each Owner or Occupant of such Owner's Unit consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such

Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

- 16.19 Security. The Association shall in no way be considered insurers or guarantors of security within or relating to the Condominium Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Owner or Occupant acknowledges and understands that Association and the Management Committee are not insurers of the safety or well being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Units, the Common Area, and to the contents of improvements located thereon to the extent not insured by the Association pursuant to Article 10 above. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION AND THE MANAGEMENT COMMITTEE HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE CONDOMINIUM PROJECT.

EXECUTED the day and year first above written.

THREE FOUNTAINS EAST Condominium Association

By: *William W. Danner*

TITLE: *President*



STATE OF UTAH )  
 : ss.  
COUNTY OF Salt Lake )

On the 5<sup>th</sup> day of June, 2007, personally appeared before me William W Tanner, who by me being duly sworn, did say that he is the President of THREE FOUNTAINS EAST Condominium Association, and that within the foregoing instrument was signed in behalf of said Association by authority of a resolution of its Member, and said duly acknowledged to me that said Association executed the same.

Karyn Lael Walters  
Notary Public

Residing At: Salt Lake City, Utah

Commission Expires: May 04, 2011



## EXHIBIT "A"

### Parcel #'s of Condominiums

22-08-186-002 thru -127

22-08-254-001 thru -107

### Three Fountains East, Phase One

Beginning at a point on the East line of Ninth East Street at a point which is North 3.76 feet and West 730.55 feet from the center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and said point of beginning also being North 18 degrees 53' 30" East 373.01 feet to a point of a 1482.40 foot radius curve to the left, the center of which is North 73 degrees 46' 41" West 1482.40 feet; thence North Westerly along the arc of said curve 69.06 feet to the Southwest corner of Lot 10, amended plat of Huffaker Subdivision; thence East along the South line of the amended plat of Huffaker Subdivision and Huffaker Subdivision 979.33 feet; thence South 3 degrees 57' 30" East 60.605 feet; thence South 20 degrees 00' West 54.27 feet to a point of 50.00 foot radius curve to the right; thence South Westerly along the arc of said curve 43.41 feet; thence South 69 degrees 45' West 85.80 feet; thence south 18 degrees 53' 30" West 142.72 feet; thence North 88 degrees 00' West 835.995 feet; thence North 25.00 feet; thence North 2 degrees 33' West 163.00 feet; thence North 66 degrees 24' 15" West 58.72 feet; thence South 86 degrees 11' 20" West 95.60 feet; to the point of beginning. (Contains 19.403 acres)

### Three Fountains East, Phase Two

Beginning at a point South 234.61 feet and East 382.38 feet from the center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running North 2 degrees 00' East 172.29 feet; thence North 69 degrees 45' East 61.03 feet; thence North 20 degrees 15' West 20.00 feet; thence North 69 degrees 45' East 111.27 feet to a point of a 50.00 foot radius curve to the left, the radius point of which is North 20 degrees 15' West 50.00 feet; thence Northeasterly along the arc of said curve 43.41 feet; thence; thence North 20 degrees 15' West 431.04 feet; thence North 3 degrees 57' 30" West 22.985 feet; thence East 50.12 feet; to the Southwest corner of Lot 19 Huffaker Subdivision; thence North 85 degrees 08' East 255.42 feet; thence South 14 degrees 40' East 716.01 feet; thence South 25 degrees 10' East 56.19 feet; thence North 88 degrees 00' West 263.135 feet to the point of beginning. (Contains 7.09 Acres)

### Maintenance Building Area Addition to Common Area

Beginning at a point South 230.39 feet and East 261.59 feet from the center of Section 8, Township Two South Range one East, Salt Lake Base and Meridian, and running thence North 18 degrees 53'30" East 81 .56 feet; thence South 71 degrees 06' 30" East 27.84 feet; thence South 88 degrees 00' East 11. 10 feet; thence South 2 degrees 00' West 10.25 feet; thence South 88 degrees 00' East 3.00 feet; thence South 2 degrees 00' West 24.00 feet; thence North 88 degrees 00' West 3.00 feet; thence South 2 degrees West 35.70 feet; thence North 88 degrees 00' West

61.44 feet to the point of Beginning.

Contains 0.085 Acers

Subject of a 15.00 foot Right- of- way described as follows:

Beginning at a point South 220.06 feet and East 265.13 feet from the center of Section 8, Township Two South Range one East, Salt Lake Base and Meridian, and running thence North 18 degrees 53'30" East 15.68 feet; thence South 88 degrees 00' thence East 53.71 feet; thence South 2 degrees 00' West 15.00 feet; thence North 88 degrees 00' West 58.26 feet to the point of beginning.

**EXHIBIT "B"**

Storage Area Addition to Common Area

Beginning at a point East 261.59 feet and South 230.39 feet and North 18 degrees 53' 30" East 81.56 feet from the Center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 18 degrees 53' 30" East 61.16 feet; thence North 9 degrees 45' East 85.80 feet; thence South 2 degrees 00' West 169.05 feet; thence North 88 degrees 00' West 59.43 feet; thence North 2 degrees 00' East 35.70 feet; thence South 88 degrees 00' East 3.00 feet; thence North 2 degrees 00' East 24.00 feet; thence North 88 degrees 00' West 3.00 feet; thence North 2 degrees 00' East 10.25 feet; thence North 88 degrees 00' West 11.10 feet; thence North 71 degrees 06' 30" West 27.84 feet to the point of beginning.

TOGETHER WITH a right of way for ingress and egress over and across the following described real property, to wit:

Beginning at a point South 220.06 feet and East 265.13 feet from the center of Section 8, Township Two South Range one East, Salt Lake Base and Meridian, and running thence North 18 degrees 53'30" East 15.68 feet; thence South 88 degrees 00' thence East 53.71 feet; thence South 2 degrees 00' West 15.00 feet; thence North 88 degrees 00' West 58.26 feet to the point of beginning.

EXHIBIT "C"

<u>Unit No.</u>	<u>Building</u>	<u>% Ownership of Common Areas</u>
1	6A	.522
2	"	"
3	"	"
4	"	"
5	6C	"
6	"	"
7	"	"
8	"	"
9	6B	"
10	"	"
11	6E	"
12	"	"
13	"	"
14	"	"
15	6D	"
16	"	"
17	6G	"
18	"	"
19	"	"
20	"	"
21	6F	"
22	"	"
23	"	"
24	"	"
25	6H	"
26	"	"
27	6I	"
28	"	"
29	"	"
30	"	"
31	6J	"
32	"	"
33	"	"
34	"	"
35	6K	"
36	"	"
37	"	"
38	"	"
39	9A	"
40	"	"
41	"	"
42	"	"
43	9B	"
44	"	"
45	"	"
46	"	"
47	8J	"
48	"	"

<u>Unit No.</u>	<u>Building</u>	<u>% Ownership of Common Areas</u>
49	8J	.522
50	"	"
51	8I	"
52	"	"
53	"	"
54	"	"
55	8E	.417
56	"	"
57	"	"
58	"	"
59	8F	"
60	"	"
61	"	"
62	"	"
63	8G	"
64	"	"
65	"	"
66	"	"
67	"	"
68	"	"
69	8H	"
70	"	"
71	"	"
72	"	"
73	8D	"
74	"	"
75	"	"
76	"	"
77	"	"
78	"	"
79	8C	"
80	"	"
81	"	"
82	"	"
83	"	"
84	"	"
85	8B	"
86	"	"
87	"	"
88	"	"
89	"	"
90	"	"
91	8A	"
92	"	"
93	"	"
94	"	"
95	"	"
96	"	"
97	7H	.598
98	"	"
99	"	"
100	"	"
101	7G	"
102	"	"

<u>Unit No.</u>	<u>Building</u>	<u>Amended % Ownership of Common Areas</u>
-----------------	-----------------	--

103	7E	
104	"	.598
105	"	"
106	"	"
107	7E	"
108	"	"
109	"	"
110	"	"
111	7D	"
112	"	"
113	7C	"
114	"	"
115	"	"
116	"	"
117	7A	"
118	"	"
119	"	"
120	"	"
121	"	"
122	"	"
123	7B	"
124	"	"
125	"	"
126	"	"

(Phase Two)

A-127	A	
A-128	"	343
A-129	"	"
A-130	"	"
A-131	"	"
A-132	"	"
A-133	"	"
A-134	"	"
A-135	"	"
A-136	"	"
A-137	"	"
A-138	"	"
A-139	"	"
A-140	"	"
B-141	B	"
B-142	"	"
B-143	"	"
B-144	"	"
B-145	"	"
B-146	"	"
B-147	"	"
B-148	"	"
B-149	"	"
B-150	"	"
B-151	"	"
B-152	"	"

<u>Unit No.</u>	<u>Building</u>	<u>% Ownership of Common Areas</u>
-----------------	-----------------	--

B-153	B	
B-154	"	.343
B-155	"	"
B-156	"	"
B-157	"	"
B-158	"	"
C-159	C	"
C-160	"	"
C-161	"	"
C-162	"	"
C-163	"	"
C-164	"	"
C-165	"	"
C-166	"	"
C-167	"	"
C-168	"	"
C-169	"	"
C-170	"	"
C-171	"	"
C-172	"	"
C-173	"	"
C-174	"	"
C-175	"	"
C-176	"	"
D-177	D	"
D-178	"	"
D-179	"	"
D-180	"	"
D-181	"	"
D-182	"	"
D-183	"	"
D-184	"	"
D-185	"	"
D-186	"	"
D-187	"	"
D-188	"	"
D-189	"	"
D-190	"	"
E-191	E	"
E-192	"	"
E-193	"	"
E-194	"	"
E-195	"	"
E-196	"	"
E-197	"	"
E-198	"	"
E-199	"	"
E-200	"	"
E-201	"	"
E-202	"	"
E-203	"	"
E-204	"	"
F-205	F	"
F-206	"	"



<u>Unit No.</u>	<u>Building</u>	<u>Amended % Ownership of Common Areas</u>
F-207	F	
F-208	"	.343
F-209	"	"
F-210	"	"
F-211	"	"
F-212	"	"
F-213	"	"
F-214	"	"
F-215	"	"
F-216	"	"
F-217	"	"
F-218	"	"
G-219	G	"
G-220	"	"
G-221	"	"
G-222	"	"
G-223	"	"
G-224	"	"
G-225	"	"
G-226	"	"
G-227	"	"
G-228	"	"
G-229	"	"
G-230	"	"
G-231	"	"
G-232	"	"
TOTAL .....		100.000

**EXHIBIT "D"**

**CARPORTS AND STORAGE ROOM ASSIGNMENTS**

Building	Unit		Carports		Storage Room
A	A-127		103	1	10
	A-128		104	2	3
	A-129		105	3	9
	A-130		106	4	2
	A-131		102	5	8
	A-132		101	6	1
	A-133		100	7	7
	A-134		107	8	11
	A-135		108	63	12
	A-136		109	64	4
	A-137		110	65	13
	A-138		69	66	5
	A-139		70	67	14
A-140		71	68	6	
B	B-141		111	9	3
	B-142		112	10	2
	B-143		113	11	16
	B-144		114	12	7
	B-145		99	13	15
	B-146		98	14	8
	B-147		97	15	14
	B-148		96	16	9
	B-149		95	17	13
	B-150		72	62	4
	B-151		73	61	17
	B-152		74	60	5
	B-153		75	59	18
	B-154		76	58	10
	B-155		115	57	19
	B-156		116	56	11
	B-157		117	55	20
B-158		118	54	12	
C	C-159		119	18	3
	C-160		120	19	2
	C-161		121	20	16
	C-162		122	21	7
	C-163		123	22	15
	C-164		124	23	8
	C-165		87	48	14
	C-166		88	49	9
	C-167		89	50	13
C-168		90	51	4	

Building	Unit		*Carports	*Storage Room
C	C-169		91 52	17
	C-170		92 53	5
	C-171		93 77	18
	C-172		94 78	10
	C-173		86 79	19
	C-174		85 80	11
	C-175		84 81	20
	C-176		83 82	12
D	D-177		125 42	10
	D-178		126 43	3
	D-179		127 44	9
	D-180		128 45	2
	D-181		129 46	8
	D-182		130 47	1
	D-183		131 24	7
	D-184		132 25	11
	D-185		133 26	12
	D-186		37 27	4
	D-187		38 28	13
	D-188		39 29	5
	D-189		40 30	14
D-190		41 31	6	
E	E-191		134 198	10
	E-192		135 197	3
	E-193		136 196	9
	E-194		137 195	2
	E-195		138 194	8
	E-196		139 193	1
	E-197		140 145	7
	E-198		32 146	11
	E-199		33 147	12
	E-200		34 148	4
	E-201		35 149	13
	E-202		36 150	5
	E-203		141 142	14
	E-204		143 144	6
F	F-205		151 204	10
	F-206		152 203	3
	F-207		153 202	9
	F-208		154 201	2
	F-209		155 200	8
	F-210		156 199	1
	F-211		157 187	7
	F-212		158 188	11
	F-213		178 189	12
	F-214		177 190	4

Building	Unit		*Carports	*Storage Room
F	F-215		176 191	13
	F-216		175 192	5
	F-217		174 171	14
	F-218		173 172	6
G	G-219		159 205	10
	G-220		160 206	3
	G-221		161 207	9
	G-222		162 208	2
	G-223		163 209	8
	G-224		179 210	1
	G-225		180 211	7
	G-226		164 212	11
	G-227		165 186	12
	G-228		166 185	4
	G-229		167 184	13
	G-230		168 183	5
	G-231		169 182	14
	G-232		170 181	6

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**EXHIBIT "E"**

**BYLAWS**

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**BYLAWS**  
**OF**  
**Three Fountains East**  
**Condominiums**

*(V- Final 11/12/07)*

**BK 9616 PG 7785**

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**BYLAWS  
OF  
THREE FOUNTAINS EAST  
CONDOMINIUM ASSOCIATION**

These bylaws are hereby adapted and established as the Bylaws of the Three Fountains East Condominium Association and shall apply to the Association and bind all present or future Owners, tenants, and other persons who might use the facilities or enter the Project.

**ARTICLE I  
DEFINITIONS**

- 1.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions of the Project (the "Declaration") shall have such defined meanings when used in these Bylaws.

**ARTICLE II  
OWNERS**

- 2.1 Annual Meetings. Unless changed by the Management Committee, the annual meeting of Owners shall be held on the third Tuesday in April of each year for the purpose of electing Committee Members and transacting such other business as may come before the meeting. If the election of Committee Members cannot be held on the day designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Management Committee shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Management Committee may from time to time change the date and time for the annual meeting of the Owners.
- 2.2 Special Meetings. Special meetings of the Owners may be called by the Management Committee, the President, or upon the written request of Owners holding not less than fifty-percent (50%) of the allocated interest of the Association. Any written request for a special meeting presented by the Owners shall be delivered to an officer of the Management Committee and shall include the original signature of each Owner affirmatively supporting such request along with a statement of the purpose of the meeting on each page containing signatures. Such written request is to state the purpose or purposes of the meeting and to be delivered to the Management Committee or the President, who shall then call, provide notice of, and conduct a special meeting within 30 days of receipt of the request.

- 2.3 Place of Meetings. The Management Committee may designate any place in the Murray City limits as the place of meeting for any annual or special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the clubhouse in the Association.
- 2.4 Notice of Meetings. The Management Committee shall cause written or printed notice of the time and place, and in the case of a special meeting, the purpose or purposes for all meetings of the Owners (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Owner of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's registered address, with first-class postage thereon prepaid. Each Owner shall register with the Association such Owner's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Owner's Unit address shall be deemed to be the Owner's registered address for purposes of notice in this Section.
- 2.5 Owners of Record. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the Owners of record entitled to notice of and to vote at the meeting of the Owners.
- 2.6 Quorum. At any meeting of the Owners, the presence of Owners holding, or holders of proxies entitled to cast more than twenty percent (20%) of the allocated interest of the Association shall constitute a quorum for the transaction of business.
- 2.7 Proxies. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Unit or the Owners' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting.

- 2.8 Votes. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The election of Committee Members shall be by secret ballot. When more than one (1) Person owns an interest in a Unit, any Person who is the owner may exercise the vote for such Unit on behalf of all Co-Owners of the Unit. In the event of two (2) conflicting votes by Co-Owners of one (1) unit, no vote shall be counted for that Unit but it shall be counted for the purposes of establishing a quorum. In no event shall fractional votes be exercised in respect to any Unit.
- 2.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining Owners present, or in the decision and votes of the Management Committee shall be deemed waived if no written objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Management Committee.

### ARTICLE III MANAGEMENT COMMITTEE

- 3.1 General Powers. The property, affairs and business of the Association shall be managed by the Management Committee. The Management Committee may exercise all of the powers of the Association, whether derived from the Act or the Declarations, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Owners.
- 3.2 Number, Tenure, Qualifications, and Election. The property, business and affairs of the Association shall be governed and managed by a Management Committee composed of seven (7) persons (unless changed as provided for in the declaration), each of whom must either be an Owner of a Unit or a spouse of an Owner and who must reside in the Project. The term of each member of the Management Committee shall be two (2) years. The terms of the members shall overlap so that three members shall be elected one year, four the next, three the following, and so on. At least thirty days prior to the annual meeting, the Management Committee shall appoint three Owners to serve on an election committee. The Election Committee shall seek out and attempt to obtain at least one nomination for any Management Committee positions up for election at the next annual meeting. The Election Committee shall provide the Management Committee with its nominations at least ten days prior to the annual meeting. The Election Committee may nominate any person otherwise qualified for the position and may nominate one of its

own members and existing members of the Management Committee who are willing to continue to serve. Notwithstanding the functions of the Election Committee, at the annual meeting or any subsequent meeting at which the election is held, any owner may submit that person's own name or the name of any other willing and otherwise qualified person to be added to the ballot for election of Management Committee members and such person shall be added to the names of candidates. If the name of a person is submitted who is not in attendance at the meeting, it must be submitted with a written statement from that person indicating the person is willing to serve.

- 3.3 Regular Meetings. The Management Committee shall hold regular meetings at least quarterly, and more often at the discretion of the Management Committee. The Management Committee may designate any place in Murray, Utah as the place of meeting for any regular meeting called by the Management Committee. If no designation is made, the place of the meeting shall be at the clubhouse in the Association.
- 3.4 Special Meetings. Special meetings of the Management Committee may be called by or at the request of any four Management Committee Members or the President of the Association. The person or persons authorized to call special meetings of the Management Committee may fix any place in Murray, Utah, as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Committee Member at such Committee Member's registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Committee Member may waive notice of a meeting.
- 3.5 Quorum and Manner of Acting. A majority of the then authorized number of Committee Members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Committee Members present at any meeting at which a quorum is present and for which proper notice was provided to the Committee Members shall be the act of the Management Committee. The Committee Members shall act only as a Management Committee, and individual members shall have no powers as such.
- 3.6 Compensation. No Committee Member shall receive compensation for any services that such member may render to the Association as a Committee Member; provided, however, that a Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent such expenses are approved by the Management Committee.
- 3.7 Resignation and Removal. A member of the Management Committee may resign at any time by delivering a written resignation to either the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon

delivery. Any member of the Management Committee who fails to attend four regular meetings of the Management committee in a row may be removed by the Management Committee within 60 days of the last missed meeting. Any Management Committee Member, may be removed at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the allocated interest of the Association at a special meeting of the Owners duly called for such purpose.

- 3.8 Vacancies and Newly Created Committee Memberships. If vacancies shall occur in the Management Committee by reason of the death, resignation, removal for failure to attend meetings, or disqualification of a Committee Member, the Committee Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Committee Members then in office, even though less than a quorum may be available. Any vacancy in the Management Committee occurring by reason of removal of a Committee Member by the Owners or if the authorized number of Committee Members shall be increased, such vacancies or newly created Committee Memberships may be filled by election by the Owners at the meeting at which such Committee Member is removed or new Committee Membership is created. Any Committee Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Committee Membership, as the case may be.
- 3.9 Informal Action by Committee Members. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Committee Members.

#### ARTICLE IV OFFICERS

- 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Management Committee.
- 4.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee annually at the first meeting of the Management Committee following the annual meeting. Each such officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President, Secretary and Treasurer must be and remain Committee Members of the Association during the entire term of their respective offices.
- 4.3 Subordinate Officers. The Management Committee may from time to time appoint such

other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. Subordinate officers need not be Committee Members of the Association.

- 4.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any member of the Management Committee or to any Managing Agent. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Management Committee at any time, with or without cause.
- 4.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Management Committee at any regular or special meeting.
- 4.6 The President. The President shall preside at meetings of the Management Committee and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order". The President shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and things as required by the Management Committee.
- 4.7 The Vice President. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Management Committee or Owners. The Vice President shall perform such other duties as required by the Management Committee.
- 4.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution the Management Committee may require such person to keep. The Secretary shall also act in the place and stead of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act. The Secretary shall perform such other duties as required by the Management Committee.
- 4.9 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Management Committee. The Treasurer shall perform such other duties as required by the Management Committee.

- 4.10 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Management Committee.

## ARTICLE V COMMITTEES

- 5.1 Designation of Committees. The Management Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least one (1) Management Committee Member. No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that a Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Management Committee. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Management Committee in a written resolution. The Management Committee may terminate any committee at any time.
- 5.2 Proceedings of Committees. Each committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.
- 5.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Management Committee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Management Committee.
- 5.4 Resignation and Removal. Any member of any committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation to the President, the Management Committee, or the presiding officer of the such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, with or without cause, remove any member of any committee designated by it thereunder.

- 5.5 Vacancies. If any vacancy shall occur in any committee designated by the Management Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Management Committee, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

## ARTICLE VI INDEMNIFICATION

- 6.1 Indemnification. No Committee Member or officer shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Committee Member or officer performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Management Committee or Committee Member or officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Committee Member having heretofore or hereafter been a Committee Member or officer of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Committee Member or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the power to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Committee Members, officers, employees and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.
- 6.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be provided under any Bylaw, statute, agreement, vote of disinterested Committee Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Committee Members and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah, the Utah Revised Nonprofit Corporation Act (if the association is a nonprofit corporation) and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a



Committee Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.


- 6.3 Insurance. The Management Committee, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Committee Member, officer or employee of the Association or is or was serving at the request of the Association as a Committee Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VI.
- 6.4 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Management Committee, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

#### ARTICLE VII AMENDMENTS

- 7.1 Amendments. Except as permitted specifically herein or required by the Act, these Bylaws may be amended only by written consent of Owners of Units holding at least fifty-one (51%) of the percentage interest in the in the Association. No meeting or vote of the owners shall be required.
- 7.2 Execution of Amendments. Upon obtaining the required written consent, an amendment shall be signed by the President and Secretary of the Association, who shall certify that the amendment has been properly consented to as required by these Bylaws. An amendment complying with the requirements of these Bylaws and the declaration shall be effective when the amendment has been recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned hereby affirm that these Bylaws have been approved by the Owners, consistent with all requirements for amending the prior Bylaws, and are hereby executed this 5<sup>th</sup> day of June, 2008

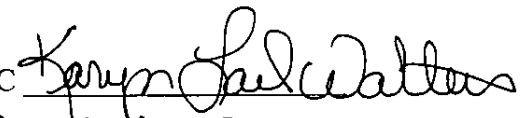
President of the Association & Management  
Committee Member

  
[print name] WILLIAM W. TANNER

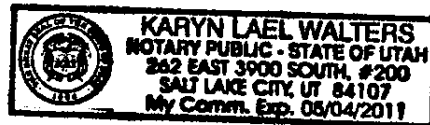
ACKNOWLEDGMENTS

STATE OF UTAH            )  
  : ss.  
COUNTY OF Salt Lake )

On the 5<sup>th</sup> day of June, 2007, personally appeared before me William W. Tanner, the signer of the within and foregoing BYLAWS OF THREE FOUNTAINS EAST CONDOMINIUM ASSOCIATION, who duly acknowledged to me that he or she executed the same.

NOTARY PUBLIC   
Residing at: Salt Lake City, Utah

My Commission Expires:  
May 04, 2011




INDIVIDUAL UNIT OWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the/an owner of the unit designated below at Three Fountains Condominiums, and that I approve of and consent to the adoption and recording of the Amended and Restated Declaration of Condominium of Three Fountains East Condominiums and the Bylaws, all with designation (*V-Final 11/12/07*) on each page.

Unit #	Unit Address	Print Name	Signature
089 -	5003 Middlefork Lane #89		
090 -	5005 Middlefork Lane #90		
091 -	5015 Middlefork Lane #91		
092 -	5017 Middlefork Lane #92		
093 -	5019 Middlefork Lane #93		
094 -	5021 Middlefork Lane #94		
095 -	5023 Middlefork Lane #95		
096 -	5025 Middlefork Lane #96		
097 -	992 East 5014 South #97		
098 -	988 East 5014 South #98		
099 -	984 East 5014 South #99		
100 -	980 East 5014 South #100		
x 101 -	970 East 5014 South #101	David N. Sundwall	<i>David N. Sundwall</i>
102 -	966 East 5014 South #102		
103 -	956 East 5014 South #103		
104 -	952 East 5014 South #104		
105 -	948 East 5014 South #105		
106 -	944 East 5014 South #106		
107 -	993 East 5014 South #107		
108 -	989 East 5014 South #108		
109 -	985 East 5014 South #109		
110 -	981 East 5014 South #110		

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
023 -	4940 South 1021 East #23		
024 -	4936 South 1021 East #24		
025 -	4937 South 1021 East #25		
026 -	4941 South 1021 East #26		
027 -	4951 South 1021 East #27		
028 -	4955 South 1021 East #28		
029 -	4959 South 1021 East #29		
030 -	4963 South 1021 East #30		
031 -	4962 South 1045 East #31		
032 -	4948 South 1045 East #32		
033 -	4944 South 1045 East #33		
034 -	4940 South 1045 East #34		
035 -	1047 Eastgate Road #35		
036 -	1051 Eastgate Road #36		
037 -	1055 Eastgate Road #37	Susan Hessler	
038 -	1059 Eastgate Road #38		
039 -	4967 Beaverbrook Lane #39		
040 -	4971 Beaverbrook Lane #40		
041 -	4975 Beaverbrook Lane #41		
042 -	4979 Beaverbrook Lane #42		
043 -	4987 Beaverbrook Lane #43		
044 -	4991 Beaverbrook Lane #44		




INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
133 -	4943 Eastridge Lane #133		
134 -	4949 Eastridge Lane #134		
135 -	4949 Eastridge Lane #135		
136 -	4949 Eastridge Lane #136		
137 -	4949 Eastridge Lane #137		
138 -	4949 Eastridge Lane #138		
139 -	4949 Eastridge Lane #139		
140 -	4949 Eastridge Lane #140		
141 -	4953 Eastridge Lane #141		
142 -	4953 Eastridge Lane #142		
143 -	4953 Eastridge Lane #143		
144 -	4953 Eastridge Lane #144		
145 -	4953 Eastridge Lane #145		
146 -	4953 Eastridge Lane #146	LAURINE STEPHEN	<i>Laurine Stephen</i>
147 -	4953 Eastridge Lane #147		
148 -	4953 Eastridge Lane #148		
149 -	4953 Eastridge Lane #149		
150 -	4959 Eastridge Lane #150		
151 -	4959 Eastridge Lane #151		
152 -	4959 Eastridge Lane #152		
153 -	4959 Eastridge Lane #153		
154 -	4959 Eastridge Lane #154		

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
133 -	4943 Eastridge Lane #133		
134 -	4949 Eastridge Lane #134		
135 -	4949 Eastridge Lane #135		
136 -	4949 Eastridge Lane #136		
137 -	4949 Eastridge Lane #137		
138 -	4949 Eastridge Lane #138		
139 -	4949 Eastridge Lane #139		
140 -	4949 Eastridge Lane #140		
141 -	4953 Eastridge Lane #141		
142 -	4953 Eastridge Lane #142	Autumn Lynch	
143 -	4953 Eastridge Lane #143		
144 -	4953 Eastridge Lane #144		
145 -	4953 Eastridge Lane #145		
146 -	4953 Eastridge Lane #146		
147 -	4953 Eastridge Lane #147		
148 -	4953 Eastridge Lane #148		
149 -	4953 Eastridge Lane #149		
150 -	4959 Eastridge Lane #150		
151 -	4959 Eastridge Lane #151		
152 -	4959 Eastridge Lane #152		
153 -	4959 Eastridge Lane #153		
154 -	4959 Eastridge Lane #154		

01-29-08P02:12 RCVD

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>E-203</u>	<u>4999 S. Eastridge</u> <u>Lane LLC, UT 84117</u>	<u>Donna Bahimi</u>	<u>D. Bahimi</u>



INDIVIDUAL UNIT OWNER SIGNATURE

01-28-08P01:59 RCVD

By signing this document, I hereby certify that my name is as follows, that I am the/an owner of the unit designated below at Three Fountains Condominiums, and that I approve of and consent to the adoption and recording of the Amended and Restated Declaration of Condominium of Three Fountains East Condominiums and the Bylaws, all with designation (*V-Final 11/12/07*) on each page.

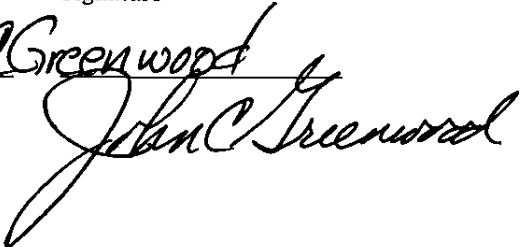
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Unit #	Unit Address	Print Name	Signature
204	4989 Eastridge Ln	Lynda Blaw	Lynda Blaw

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>219</u>	<u>5013 BEAVERBROOK</u> <u>LANE # 219</u>	<u>John C Greenwood</u>	


02-05-08 P01:38 RCVD

INDIVIDUAL UNIT OWNER SIGNATURE

02-11-08P12:30 RCVD

By signing this document, I hereby certify that my name is as follows, that I am the/an owner of the unit designated below at Three Fountains Condominiums, and that I approve of and consent to the adoption and recording of the Amended and Restated Declaration of Condominium of Three Fountains East Condominiums and the Bylaws, all with designation (*V-Final 11/12/07*) on each page.

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Unit #	Unit Address	Print Name	Signature
<u>224</u>	<u>5013 Boulevard</u>	<u>Brian Hunter</u>	

INDIVIDUAL UNIT OWNER SIGNATURE

11-31-08P02:46 RCVD

By signing this document, I hereby certify that my name is as follows, that I am the/an owner of the unit designated below at Three Fountains Condominiums, and that I approve of and consent to the adoption and recording of the Amended and Restated Declaration of Condominium of Three Fountains East Condominiums and the Bylaws, all with designation (*V-Final 11/12/07*) on each page.

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Unit #	Unit Address	Print Name	Signature
<u>84</u>	<u>1026 Eastgate Rd</u>	<u>LEONA MARTI</u>	<u>Leona Marti</u>

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>09</u>	<u>1055E 5000S</u>	<u>Anna Mae Robison</u>	<u>Anna Mae Robison</u> Attorney-in-fact

1/31/2008

RECEIVED FEB 04 2008

INDIVIDUAL UNIT OWNER SIGNATURE

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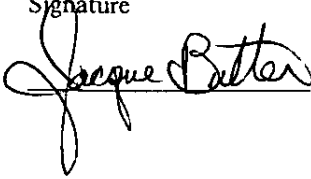
Unit #	Unit Address	Print Name	Signature
<u>81</u>	<u>1032 Bartgate Rd</u>	<u>Elaine Holman</u>	<u>Elaine Holman</u>

INDIVIDUAL UNIT OWNER SIGNATURE

02-06-08P01:17 RCVD

By signing this document, I hereby certify that my name is as follows, that I am the/an owner of the unit designated below at Three Fountains Condominiums, and that I approve of and consent to the adoption and recording of the Amended and Restated Declaration of Condominium of Three Fountains East Condominiums and the Bylaws, all with designation (*V-Final 11/12/07*) on each page.

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Unit #	Unit Address	Print Name	Signature
<u>57</u>	<u>50185. 1034 E</u>	<u>JACQUE BUTLER</u>	

RECEIVED JAN 28 2008

INDIVIDUAL UNIT OWNER SIGNATURE

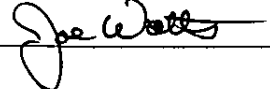
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Unit #	Unit Address	Print Name	Signature
<u>48</u>	<u>1062<sup>W</sup> 5000 So. 26<sup>th</sup> St.</u>	<u>OSCAR D Whites</u> <u>E A Whites</u>	<u><i>Oscar D Whites</i></u> <u><i>Elizabeth A Whites</i></u>



INDIVIDUAL UNIT OWNER SIGNATURE

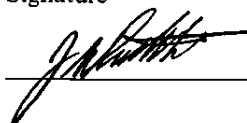
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Unit #	Unit Address	Print Name	Signature
<u>411</u>	<u>4975 S. Beaverbrook Lane</u>	<u>JOE WATTS</u>	<u></u>

RECEIVED FEB 04 2008

## INDIVIDUAL UNIT OWNER SIGNATURE

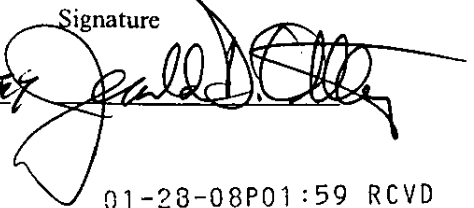
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Unit #	Unit Address	Print Name	Signature
<u>15</u>	<u>4943 S. 975 E.</u>	<u>John Whittaker</u>	 <u>TRUSTEE</u>

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>8</u>	<u>4952 S. 975 E.</u>	<u>JEROLD D. O'NEIL</u>	

01-28-08P01:59 RCVD

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>60</u>	<u>5033</u> 5008 S. 1034 E	<u>Darrell K. Ketchum</u>	<u>[Handwritten Signature]</u>

RECEIVED JAN 28 2008

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>88</u>	<u>5001 S Middlefork</u>	<u>Rod Cole</u> <u>Dottie Cole</u>	<u><i>Rod Cole</i></u> <u><i>Dottie Cole</i></u>

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>95</u>	<u>5023 MIDDLEFORK LANE</u> <u>HOLLAND, UT. 84117</u>	<u>CAROLYN NIELSON</u>	<u>Carolyn Nielson</u>

I WAS IN ATTENDANCE AT THE MEETING CALLING FOR THE APPROVAL OF THE DECLARATION OF CONDOMINIUM OF THREE FOUNTAINS EAST CONDOMINIUMS & THE BYLAWS. I SIGNED APPROVING OF THEM AT THAT TIME.

INDIVIDUAL UNIT OWNER SIGNATURE

02-14-08A11:50 RCVD

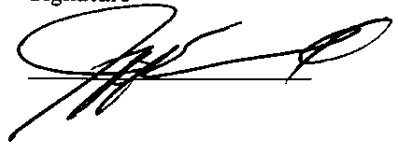
By signing this document, I hereby certify that my name is as follows, that I am the/an owner of the unit designated below at Three Fountains Condominiums, and that I approve of and consent to the adoption and recording of the Amended and Restated Declaration of Condominium of Three Fountains East Condominiums and the Bylaws, all with designation (V-Final 11/12/07) on each page.

Unit #	Unit Address	Print Name	Signature
<u>111</u>	<u>971E 5014S</u> <u>SLC, UT</u>	<u>Roger</u> <u>Rasmussen</u>	<u>Roger Rasmussen</u>

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>113</u>	<u>957 E. 50th St.</u>	<u>Jeff Ewell</u>	



INDIVIDUAL UNIT OWNER SIGNATURE

01-24-08  
11:43 RCVD

By signing this document, I hereby certify that my name is as follows, that I am the/an owner of the unit designated below at Three Fountains Condominiums, and that I approve of and consent to the adoption and recording of the Amended and Restated Declaration of Condominium of Three Fountains East Condominiums and the Bylaws, all with designation (*V-Final 11/12/07*) on each page.

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Unit #	Unit Address	Print Name	Signature
<u>121</u>	<u>4984 South 93rd East</u>	<u>Margene Blyon</u>	<u>Margene B. Lyon</u>

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>130</u>	<u><del>470</del> 4943 Eastridge Ln</u>	<u>Merrill Larson</u>	<u>Merrill Larson</u>

01-28-08P01:59 RCVD

INDIVIDUAL UNIT OWNER SIGNATURE

02-05-08A11:44 RCVD

By signing this document, I hereby certify that my name is as follows, that I am the/an owner of the unit designated below at Three Fountains Condominiums, and that I approve of and consent to the adoption and recording of the Amended and Restated Declaration of Condominium of Three Fountains East Condominiums and the Bylaws, all with designation (*V-Final 11/12/07*) on each page.

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Unit #	Unit Address	Print Name	Signature
A #131	4943 South Eastridge Ln.	Kristine Nelson	<i>Kristine Nelson</i>

INDIVIDUAL UNIT OWNER SIGNATURE

02-05-08A11:44 RCVD

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Unit #	Unit Address	Print Name	Signature
A#133	4943 So. Eastridge Ln.	Kristine Nelson	Kristine Nelson

INDIVIDUAL UNIT OWNER SIGNATURE

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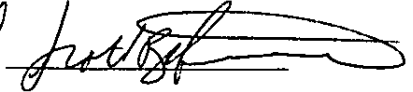
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Unit #	Unit Address	Print Name	Signature
<u>148</u> 140	<u>4949 Cambridge Ln</u>	<u>TRUDY V. SEARLE</u>	<u><i>Trudy Searle</i></u>

INDIVIDUAL UNIT OWNER SIGNATURE

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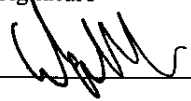
Unit #	Unit Address	Print Name	Signature
<u>153</u>	<u>4959 Eastridge Lane</u>	<u>Scott Butcherfield</u>	

01-28-08P01:59 RCVD

INDIVIDUAL UNIT OWNER SIGNATURE

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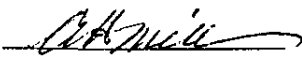
Unit #	Unit Address	Print Name	Signature
<u>154</u>	<u>4959 EASTRIDGE LANE</u>	<u>Winthrop Allen</u>	<u></u>

RECEIVED FEB 04 2003

INDIVIDUAL UNIT OWNER SIGNATURE<sup>01-28-08P01:59</sup> RCVD

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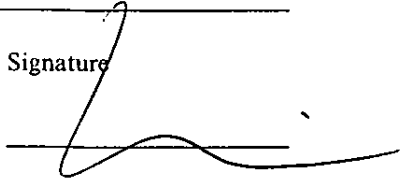
Unit #	Unit Address	Print Name	Signature
<u>161</u>	<u>4963 EASTRIDGE LN.</u>	<u>A. H. MILLER</u>	<u></u>



INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>181</u>	<u>4973 Kenbridge Ln.</u>	<u>Fainbooz Naseri</u>	

INDIVIDUAL UNIT OWNER SIGNATURE

02-05-08A11:44 RCVD

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Unit #	Unit Address	Print Name	Signature
D# 182	4973 S. Eastridge Ln.	Kristine Nelson	<i>Kristine Nelson</i>

## INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>183</u>	<u>4973 S</u> Eastridge Ln. SL City, Ut. 84117	Lawrence Miller R. LLA MILLER	<u>Lawrence Miller</u>

## INDIVIDUAL UNIT OWNER SIGNATURE

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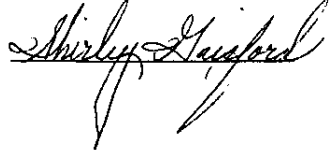
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Unit #	Unit Address	Print Name	Signature
<u>193</u>	<u>4989 So. Eastridge Lane</u> <u>520, Wt 84117</u>	<u>Lou Gehring</u>	

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
<u>200</u>	_____	<u>Shirley Gaisford</u>	

1 of 3

INDIVIDUAL UNIT OWNER SIGNATURE

By signing this document, I hereby certify that my name is as follows, that I am the/an owner of the unit designated below at Three Fountains Condominiums, and that I approve of and consent to the adoption and recording of the Amended and Restated Declaration of Condominium of Three Fountains East Condominiums and the Bylaws, all with designation (V-Final 11/12/07) on each page.

Unit #	Unit Address	Print Name	Signature
155 -	4959 Eastridge Lane #155		
156 -	4959 Eastridge Lane #156		
157 -	4959 Eastridge Lane #157		
158 -	4659 Eastridge Lane #158		
159 -	4963 Eastridge Lane #159		
160 -	4963 Eastridge Lane #160		
161 -	4963 Eastridge Lane #161		
162 -	4963 Eastridge Lane #162		
163 -	4963 Eastridge Lane #163		
164 -	4963 Eastridge Lane #164		
165 -	4963 Eastridge Lane #165	Cheryl Underwood	<i>Cheryl Underwood</i>
166 -	4963 Eastridge Lane #166	Harold C. Jolley	<i>Harold C. Jolley</i>
167 -	4963 Eastridge Lane #167	P Susan J Dornblaser	<i>Susan J Dornblaser</i>
168 -	4969 Eastridge Lane #168	Barbara Fricke	<i>Barbara Fricke</i>
169 -	4969 Eastridge Lane #169		
170 -	4969 Eastridge Lane #170	P Virginia A Redler	<i>Virginia A Redler</i>
171 -	4969 Eastridge Lane #171		
172 -	4969 Eastridge Lane #171		
173 -	4969 Eastridge Lane #173	Cavel Hawks	<i>Cavel Hawks</i> v2
174 -	4969 Eastridge Lane #174	Margaret Johnston	<i>Margaret Johnston</i> v3
175 -	4969 Eastridge Lane #175		
176 -	4969 Eastridge Lane #176		

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
155	4959 Eastridge Lane #155		
156	4959 Eastridge Lane #156		
157	4959 Eastridge Lane #157		
158	4659 Eastridge Lane #158		
159	4963 Eastridge Lane #159		
160	4963 Eastridge Lane #160		
161	4963 Eastridge Lane #161		
162	4963 Eastridge Lane #162		
163	4963 Eastridge Lane #163		
164	4963 Eastridge Lane #164		
165	4963 Eastridge Lane #165		
166	4963 Eastridge Lane #166		
167	4963 Eastridge Lane #167		
168	4969 Eastridge Lane #168	PARRAGA FRICCE	<i>Parraga Fricce</i>
169	4969 Eastridge Lane #169		
170	4969 Eastridge Lane #170		
171	4969 Eastridge Lane #171		
172	4969 Eastridge Lane #171		
173	4969 Eastridge Lane #173	CAVELL HANK <i>Cavell Hank</i>	<i>Cavell Hank</i>
174	4969 Eastridge Lane #174		
175	4969 Eastridge Lane #175		
176	4969 Eastridge Lane #176		

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
155 -	4959 Eastridge Lane #155		
156 -	4959 Eastridge Lane #156		
157 -	4959 Eastridge Lane #157		
158 -	4659 Eastridge Lane #158		
159 -	4963 Eastridge Lane #159		
160 -	4963 Eastridge Lane #160		
161 -	4963 Eastridge Lane #161		
162 -	4963 Eastridge Lane #162		
163 -	4963 Eastridge Lane #163		
164 -	4963 Eastridge Lane #164		
165 -	4963 Eastridge Lane #165		
166 -	4963 Eastridge Lane #166		
167 -	4963 Eastridge Lane #167		
168 -	4969 Eastridge Lane #168		
169 -	4969 Eastridge Lane #169		
170 -	4969 Eastridge Lane #170		
171 -	4969 Eastridge Lane #171		
172 -	4969 Eastridge Lane #171		
173 -	4969 Eastridge Lane #173		
174 -	4969 Eastridge Lane #174	MARGARET JOHNSTON	<i>Margaret Johnston</i>
175 -	4969 Eastridge Lane #175		
176 -	4969 Eastridge Lane #176		



1013

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
177	4973 Eastridge Lane #177		
178	4973 Eastridge Lane #178	P John Paxton	
179	4973 Eastridge Lane #179	Josephine Prudden	12
180	4973 Eastridge Lane #180		
181	4973 Eastridge Lane #181	Fairbort Mason	
182	4943 Eastridge Lane #182		
183	4973 Eastridge Lane #183		
184	4979 Eastridge Lane #184	Lidia Jose Gonzalez	13
185	4979 Eastridge Lane #185		
186	4979 Eastridge Lane #186	P Carmen Palmer	Carmen Palmer
187	4979 Eastridge Lane #187	P Elizabeth Smith	Elizabeth Smith
188	4979 Eastridge Lane #188		
189	4979 Eastridge Lane #189	Linda P Archibald	Linda P Archibald
190	4979 Eastridge Lane #190		
191	4983 Eastridge Lane #191		
192	4983 Eastridge Lane #192		
193	4983 Eastridge Lane #193	P Sonja Gehring	
194	4983 Eastridge Lane #194	Carolyn Clarke	Carolyn Clark
195	4983 Eastridge Lane #195	Kenneth Curtis	Kenneth Curtis
196	4983 Eastridge Lane #196		
197	4983 Eastridge Lane #197	Gregory Hose	Gregory Hose
198	4989 Eastridge Lane #198	Robert Layton	Robert Layton

= -1  
11  
11


INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
177	4973 Eastridge Lane #177		
178	4973 Eastridge Lane #178		
179	4973 Eastridge Lane #179	Josephine Prudden	<i>Josephine Prudden</i>
180	4973 Eastridge Lane #180		
181	4973 Eastridge Lane #181		
182	4943 Eastridge Lane #182		
183	4973 Eastridge Lane #183		
184	4979 Eastridge Lane #184		
185	4979 Eastridge Lane #185		
186	4979 Eastridge Lane #186		
187	4979 Eastridge Lane #187		
188	4979 Eastridge Lane #188		
189	4979 Eastridge Lane #189		
190	4979 Eastridge Lane #190		
191	4983 Eastridge Lane #191		
192	4983 Eastridge Lane #192		
193	4983 Eastridge Lane #193		
194	4983 Eastridge Lane #194		
195	4983 Eastridge Lane #195		
196	4983 Eastridge Lane #196		
197	4983 Eastridge Lane #197		
198	4989 Eastridge Lane #198		

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
177 -	4973 Eastridge Lane #177		
178 -	4973 Eastridge Lane #178		
179 -	4973 Eastridge Lane #179		
180 -	4973 Eastridge Lane #180		
181 -	4973 Eastridge Lane #181		
182 -	4943 Eastridge Lane #182		
183 -	4973 Eastridge Lane #183		
184 -	4979 Eastridge Lane #184	Joseph Nicholas Gonzalez	
185 -	4979 Eastridge Lane #185		
186 -	4979 Eastridge Lane #186		
187 -	4979 Eastridge Lane #187		
188 -	4979 Eastridge Lane #188		
189 -	4979 Eastridge Lane #189		
190 -	4979 Eastridge Lane #190		
191 -	4983 Eastridge Lane #191		
192 -	4983 Eastridge Lane #192		
193 -	4983 Eastridge Lane #193		
194 -	4983 Eastridge Lane #194		
195 -	4983 Eastridge Lane #195		
196 -	4983 Eastridge Lane #196		
197 -	4983 Eastridge Lane #197		
198 -	4989 Eastridge Lane #198		

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature	
199	4989 Eastridge Lane #199 <sup>Shauna</sup>	<del>James Brackley</del>	<del>[Signature]</del>	11 - 1
200	4989 Eastridge Lane #200 P	Shirley Gaisford	[Signature]	
201	4989 Eastridge Lane #201		[Signature]	11
202	4989 Eastridge Lane #202	Pauline L. Hoyt	[Signature]	
203	4989 Eastridge Lane #203			
204	4989 Eastridge Lane #204 <sup>Brad</sup> P	Linda Blau	[Signature]	11 - 1
205	4993 Eastridge Lane #205 P	Gertrude Duncan	[Signature]	
206	4993 Eastridge Lane #206 <sup>Frank?</sup> P	Arlene Pennock	[Signature]	✓
207	4993 Eastridge Lane #207			
208	4993 Eastridge Lane #208 P	Loretta Bob North	[Signature]	11
209	4993 Eastridge Lane #209			
210	4993 Eastridge Lane #210 P	Don Black	[Signature]	
211	4993 Eastridge Lane #211 P	Alice Gardner	[Signature]	
212	4999 Eastridge Lane #212	Jolynn Park	12	
213	4999 Eastridge Lane #213 P	<sup>Ron</sup> Kathleen Stone	<sup>12</sup> center Lisa King	11 - 1
214	4999 Eastridge Lane #214 :	Lisa Grayden King	12	11 - 1
215	4999 Eastridge Lane #215	Marietta Rigby	[Signature]	
216	4999 Eastridge Lane #216			
217	4999 Eastridge Lane #217	David Hallock	✓ 3	
218	4999 Eastridge Lane #218			
219	5013 Beaverbrook Lane #219			
220	5013 Beaverbrook Lane #220 P	Lorraine Demian Harvill	3	11

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
199	4989 Eastridge Lane #199		
200	4989 Eastridge Lane #200		
201	4989 Eastridge Lane #201		
202	4989 Eastridge Lane #202		
203	4989 Eastridge Lane #203		
204	4989 Eastridge Lane #204		
205	4993 Eastridge Lane #205		
206	4993 Eastridge Lane #206		
207	4993 Eastridge Lane #207		
208	4993 Eastridge Lane #208		
209	4993 Eastridge Lane #209		
210	4993 Eastridge Lane #210		
211	4993 Eastridge Lane #211		
212	4999 Eastridge Lane #212	Johanna Park	Johanna Park
213	4999 Eastridge Lane #213	Kathleen Stone	Kathleen Stone
214	4999 Eastridge Lane #214	Lisa King	Lisa King
215	4999 Eastridge Lane #215		
216	4999 Eastridge Lane #216		
217	4999 Eastridge Lane #217		
218	4999 Eastridge Lane #218		
219	5013 Beaverbrook Lane #219		
220	5013 Beaverbrook Lane #220		

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
199	4989 Eastridge Lane #199		
200	4989 Eastridge Lane #200		
201	4989 Eastridge Lane #201		
202	4989 Eastridge Lane #202		
203	4989 Eastridge Lane #203		
204	4989 Eastridge Lane #204		
205	4993 Eastridge Lane #205		
206	4993 Eastridge Lane #206		
207	4993 Eastridge Lane #207		
208	4993 Eastridge Lane #208		
209	4993 Eastridge Lane #209		
210	4993 Eastridge Lane #210		
211	4993 Eastridge Lane #211		
212	4999 Eastridge Lane #212		
213	4999 Eastridge Lane #213		
214	4999 Eastridge Lane #214		
215	4999 Eastridge Lane #215		
216	4999 Eastridge Lane #216		
217	4999 Eastridge Lane #217	Andrea Hallack	<i>Andrea Hallack</i>
218	4999 Eastridge Lane #218		
219	5013 Beaverbrook Lane #219		
220	5013 Beaverbrook Lane #220	KOEMIAN HARVILL	<i>Dawn Harvill</i>

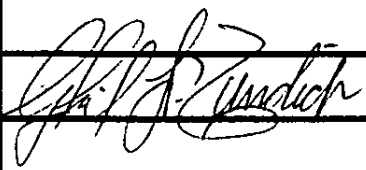
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Unit #	Unit Address	Print Name	Signature
221 -	5013 Beaverbrook Lane #221	P Gwen Celtic	3
222 -	5013 Beaverbrook Lane #222		
223 -	5013 Beaverbrook Lane #223	P BARBARA NIELSEN	<i>Barbara Nielsen</i>
224 -	5013 Beaverbrook Lane #224		
225 -	5013 Beaverbrook Lane #225	P Wade S. Karren	<i>Wade S. Karren</i>
226 -	5019 Beaverbrook Lane #226		
227 -	5019 Beaverbrook Lane #227	Gil Curock	v2
228 -	5019 Beaverbrook Lane #228		
229 -	5019 Beaverbrook Lane #229	P Catherine Adamson	<i>Catherine Adamson</i>
230 -	5019 Beaverbrook Lane #230		
231 -	5019 Beaverbrook Lane #231		
232 -	5019 Beaverbrook Lane #232	Sopha Palmer	v3

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
221 -	5013 Beaverbrook Lane #221		
222 -	5013 Beaverbrook Lane #222		
223 -	5013 Beaverbrook Lane #223		
224 -	5013 Beaverbrook Lane #224		
225 -	5013 Beaverbrook Lane #225		
226 -	5019 Beaverbrook Lane #226		
227 -	5019 Beaverbrook Lane #227	PHIL CUNDOCK	
228 -	5019 Beaverbrook Lane #228		
229 -	5019 Beaverbrook Lane #229		
230 -	5019 Beaverbrook Lane #230		
231 -	5019 Beaverbrook Lane #231		
232 -	5019 Beaverbrook Lane #232		



INDIVIDUAL UNIT OWNER SIGNATURE

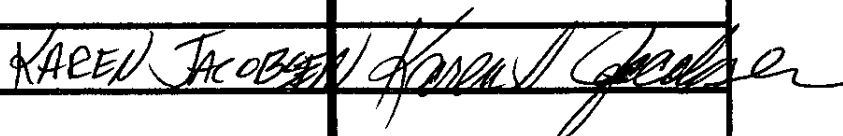
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Unit #	Unit Address	Print Name	Signature
221 -	5013 Beaverbrook Lane #221	<i>[Handwritten Name]</i>	<i>[Handwritten Signature]</i>
222 -	5013 Beaverbrook Lane #222		
223 -	5013 Beaverbrook Lane #223		
224 -	5013 Beaverbrook Lane #224		
225 -	5013 Beaverbrook Lane #225		
226 -	5019 Beaverbrook Lane #226		
227 -	5019 Beaverbrook Lane #227		
228 -	5019 Beaverbrook Lane #228		
229 -	5019 Beaverbrook Lane #229		
230 -	5019 Beaverbrook Lane #230		
231 -	5019 Beaverbrook Lane #231		
232 -	5019 Beaverbrook Lane #232	<i>Sophia Palmer</i>	<i>[Handwritten Signature]</i>



INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
067 -	1049 East 5000 South #67		
068 -	1051 East 5000 South #68		
069 -	1055 East 5000 South #69		
070 -	1057 East 5000 South #70		
071 -	1059 East 5000 South #71		
072 -	1061 East 5000 South #72		
073 -	1050 Eastgate Road #73		
074 -	1048 Eastgate Road #74		
075 -	1046 Eastgate Road #75	KAREN JACOBSON	
076 -	1044 Eastgate Road #76		
077 -	1042 Eastgate Road #77		
078 -	1040 Eastgate Road #78		
079 -	1036 Eastgate Road #79		
080 -	1034 Eastgate Road #80		
081 -	1032 Eastgate Road #81		
082 -	1030 Eastgate Road #82		
083 -	1028 Eastgate Road #83		
084 -	1026 Eastgate Road #84		
085 -	4995 Middlefork Lane #85		
086 -	4997 Middlefork Lane #86		
087 -	4999 Middlefork Lane #87		
088 -	5001 Middlefork Lane #88		

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Unit #	Unit Address	Print Name	Signature
045	4995 Beaverbrook Lane #45	Caveil Hanks	(V2)
046	4999 Beaverbrook Lane #46	P Beverly S. Kimball	Beverly S. Kimball
047	1064 East 5000 South #47	Pamela Worthington	(V3)
048	1062 East 5000 South #48	P Elizabeth Oscar D. Whitten	
049	1060 East 5000 South #49	P Nan Conner	Nan Conner
050	1058 East 5000 South #50	P Paul Loul	Paul Loul
051	5003 South 1034 East #51	William C. White	William C. White
052	5009 South 1034 East #52		VACANT
053	5011 South 1034 East #53	Ava Jane Langsdorf	(not in residence)
054	5013 South 1034 East #54	P Helen J. Edwards	Helen J. Edwards
055	5022 South 1034 East #55	Lisa David Williams	
056	5020 South 1034 East #56	Joe Surace	(V5)
057	5018 South 1034 East #57	<del>Francis Stevenson</del>	VACANT
058	5016 South 1034 East #58	P Frau Stevenson	Fran Stevenson
059	5010 South 1034 East #59	Gail Simmons	
060	5008 South 1034 East #60	Debbie Darryl Wheeler	
061	5006 South 1034 East #61	Ralph Reese	
062	5004 South 1034 East #62	Alfred Thaller	Hilja Auerbach-Thaller
063	1041 East 5000 South #63	Barbara Bigler	Barbara Bigler
064	1043 East 5000 South #64	P Shirley Bruce	Shirley Bruce
065	1045 East 5000 South #65	David Henderson	Yoretta Henderson
066	1047 East 5000 South #66	Linda R. Archibald	(54)

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Unit #	Unit Address	Print Name	Signature
045 -	4995 Beaverbrook Lane #45	CAVELL HANAS	<i>Cavell Hanas</i>
046 -	4999 Beaverbrook Lane #46		
047 -	1064 East 5000 South #47		
048 -	1062 East 5000 South #48		
049 -	1060 East 5000 South #49		
050 -	1058 East 5000 South #50		
051 -	5003 South 1034 East #51		
052 -	5009 South 1034 East #52		
053 -	5011 South 1034 East #53		
054 -	5013 South 1034 East #54		
055 -	5022 South 1034 East #55		
056 -	5020 South 1034 East #56		
057 -	5018 South 1034 East #57		
058 -	5016 South 1034 East #58		
059 -	5010 South 1034 East #59		
060 -	5008 South 1034 East #60		
061 -	5006 South 1034 East #61		
062 -	5004 South 1034 East #62		
063 -	1041 East 5000 South #63		
064 -	1043 East 5000 South #64		
065 -	1045 East 5000 South #65		
066 -	1047 East 5000 South #66		

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INDIVIDUAL UNIT OWNER SIGNATURE

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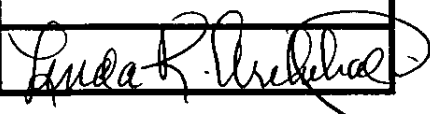
Unit #	Unit Address	Print Name	Signature
045 -	4995 Beaverbrook Lane #45		
046 -	4999 Beaverbrook Lane #46		
047 -	1064 East 5000 South #47	Pam Worthington	<i>Pam Worthington</i>
048 -	1062 East 5000 South #48		
049 -	1060 East 5000 South #49		
050 -	1058 East 5000 South #50		
051 -	5003 South 1034 East #51		
052 -	5009 South 1034 East #52		
053 -	5011 South 1034 East #53		
054 -	5013 South 1034 East #54		
055 -	5022 South 1034 East #55		
056 -	5020 South 1034 East #56		
057 -	5018 South 1034 East #57		
058 -	5016 South 1034 East #58		
059 -	5010 South 1034 East #59		
060 -	5008 South 1034 East #60		
061 -	5006 South 1034 East #61		
062 -	5004 South 1034 East #62		
063 -	1041 East 5000 South #63		
064 -	1043 East 5000 South #64		
065 -	1045 East 5000 South #65		
066 -	1047 East 5000 South #66		

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4 of 5

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
045 -	4995 Beaverbrook Lane #45		
046 -	4999 Beaverbrook Lane #46		
047 -	1064 East 5000 South #47		
048 -	1062 East 5000 South #48		
049 -	1060 East 5000 South #49		
050 -	1058 East 5000 South #50		
051 -	5003 South 1034 East #51		
052 -	5009 South 1034 East #52		
053 -	5011 South 1034 East #53		
054 -	5013 South 1034 East #54		
055 -	5022 South 1034 East #55		
056 -	5020 South 1034 East #56		
057 -	5018 South 1034 East #57		
058 -	5016 South 1034 East #58		
059 -	5010 South 1034 East #59		
060 -	5008 South 1034 East #60		
061 -	5006 South 1034 East #61		
062 -	5004 South 1034 East #62		
063 -	1041 East 5000 South #63		
064 -	1043 East 5000 South #64		
065 -	1045 East 5000 South #65		
066 -	1047 East 5000 South #66	Linda R. Archibald	

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INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
045 -	4995 Beaverbrook Lane #45		
046 -	4999 Beaverbrook Lane #46		
047 -	1064 East 5000 South #47		
048 -	1062 East 5000 South #48		
049 -	1060 East 5000 South #49		
050 -	1058 East 5000 South #50		
051 -	5003 South 1034 East #51		
052 -	5009 South 1034 East #52		
053 -	5011 South 1034 East #53		
054 -	5013 South 1034 East #54		
055 -	5022 South 1034 East #55		
056 -	5020 South 1034 East #56	Joseph PC Surtz	<i>Joseph PC Surtz</i>
057 -	5018 South 1034 East #57		
058 -	5016 South 1034 East #58		
059 -	5010 South 1034 East #59		
060 -	5008 South 1034 East #60		
061 -	5006 South 1034 East #61		
062 -	5004 South 1034 East #62		
063 -	1041 East 5000 South #63		
064 -	1043 East 5000 South #64		
065 -	1045 East 5000 South #65		
066 -	1047 East 5000 South #66		

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Unit #	Unit Address	Print Name	Signature
089	5003 Middlefork Lane #89	Laurie stoff Howard	Janni Howard
090	5005 Middlefork Lane #90		
091	5015 Middlefork Lane #91	Shelie King	v.4
092	5017 Middlefork Lane #92	William Walker	W. Walker
093	5019 Middlefork Lane #93	Teresa David Bruce	Teresa
094	5021 Middlefork Lane #94	Betty Founesbeck	v.2
095	5023 Middlefork Lane #95	Carolyn Nielson	v.3.3
096	5025 Middlefork Lane #96	Shaun Morgan	
097	992 East 5014 South #97	Wayne Coon	Wayne Coon
098	988 East 5014 South #98	Virginia Coon	
099	984 East 5014 South #99	Delia Coon	Delia Coon
100	980 East 5014 South #100	Widge Oviatt	Widge Oviatt Witness - L. Coon
101	970 East 5014 South #101	Katherine Carpenter	Katherine Carpenter
102	966 East 5014 South #102	Harold Collier	B. Adelle Collier
103	956 East 5014 South #103	Harold Collier Nancy Takagi	Nancy Takagi
104	952 East 5014 South #104	Ralph Kimball	Ralph J. Kimball
105	948 East 5014 South #105	Margaret Wise	(v.2)
106	944 East 5014 South #106	Anderson	Maria Anderson
107	993 East 5014 South #107	Betty L. Long	Betty L. Long
108	989 East 5014 South #108	Xuan GUARDEA	Xuan Guardia
109	985 East 5014 South #109	Robert Mary Boyd	Mary Boyd
110	981 East 5014 South #110	Beth Bassmussen	(v.4)

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Unit #	Unit Address	Print Name	Signature
089 -	5003 Middlefork Lane #89		
090 -	5005 Middlefork Lane #90		
091 -	5015 Middlefork Lane #91		
092 -	5017 Middlefork Lane #92		
093 -	5019 Middlefork Lane #93		
094 -	5021 Middlefork Lane #94	Betty Fannesbeck	Betty Fannesbeck
095 -	5023 Middlefork Lane #95	B	
096 -	5025 Middlefork Lane #96		
097 -	992 East 5014 South #97		
098 -	988 East 5014 South #98		
099 -	984 East 5014 South #99		
100 -	980 East 5014 South #100		
101 -	970 East 5014 South #101		
102 -	966 East 5014 South #102		
103 -	956 East 5014 South #103	Nancy Takagi	
104 -	952 East 5014 South #104		
105 -	948 East 5014 South #105	MARGARET WISE	Margaret Wise
106 -	944 East 5014 South #106		
107 -	993 East 5014 South #107		
108 -	989 East 5014 South #108		
109 -	985 East 5014 South #109		
110 -	981 East 5014 South #110		

11

INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
089 -	5003 Middlefork Lane #89		
090 -	5005 Middlefork Lane #90		
091 -	5015 Middlefork Lane #91		
092 -	5017 Middlefork Lane #92		
093 -	5019 Middlefork Lane #93		
094 -	5021 Middlefork Lane #94		
095 -	5023 Middlefork Lane #95	CAROLYN NIELSON	<i>Carolyn Nielson</i>
096 -	5025 Middlefork Lane #96		
097 -	992 East 5014 South #97		
098 -	988 East 5014 South #98		
099 -	984 East 5014 South #99		
100 -	980 East 5014 South #100		
101 -	970 East 5014 South #101		
102 -	966 East 5014 South #102		
103 -	956 East 5014 South #103	<del>HAROLD WILSON</del>	<del><i>Harold Wilson</i></del>
104 -	952 East 5014 South #104		
105 -	948 East 5014 South #105		
106 -	944 East 5014 South #106		
107 -	993 East 5014 South #107		
108 -	989 East 5014 South #108		
109 -	985 East 5014 South #109		
110 -	981 East 5014 South #110		

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INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
089	5003 Middlefork Lane #89		
090	5005 Middlefork Lane #90		
091	5015 Middlefork Lane #91	Shellie King	<i>Shellie King</i>
092	5017 Middlefork Lane #92		
093	5019 Middlefork Lane #93		
094	5021 Middlefork Lane #94		
095	5023 Middlefork Lane #95		
096	5025 Middlefork Lane #96		
097	992 East 5014 South #97		
098	988 East 5014 South #98		
099	984 East 5014 South #99		
100	980 East 5014 South #100		
101	970 East 5014 South #101		
102	966 East 5014 South #102		
103	956 East 5014 South #103		
104	952 East 5014 South #104		
105	948 East 5014 South #105		
106	944 East 5014 South #106		
107	993 East 5014 South #107		
108	989 East 5014 South #108		
109	985 East 5014 South #109		
110	981 East 5014 South #110	Beth Rasmussen	<i>Beth Rasmussen</i>

11

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Unit #	Unit Address	Print Name	Signature
111 -	971 East 5014 South #111	P Andrea Kasmussen	<i>Andrea Kasmussen</i> ✓ <sup>12</sup>
112 -	967 East 5014 South #112	Karen Parrish	<i>Karen Parrish</i> ✓ <sup>16</sup>
(113) -	957 East 5014 South #113	EL Elwell	
(114) -	953 East 5014 South #114	Jayne Cook	<i>Jayne Cook</i>
115 -	949 East 5014 South #115	Robert Ferdinand	<i>Robert Ferdinand</i> ✓ <sup>12</sup>
116 -	945 East 5014 South #116	FAYE HALES	<i>Faye Hales</i>
117 -	5000 South 938 East #117	Richard A. Williams	<i>Richard A. Williams</i> ✓ <sup>14</sup>
118 -	4996 South 938 East #118	William W. Tanner	<i>William W. Tanner</i> ✓ <sup>12</sup>
119 -	4992 South 938 East #119	Robert Keating	
120 -	4988 South 938 East #120	Isabel Davey	<i>Isabel Davey</i> ✓
121 -	4984 South 938 East #121	David Margene B. Lyon	<i>Margene B. Lyon</i> ✓
(122) -	4980 South 938 East #122	P Lucile Pino	<i>Lucile Pino</i> ✓ <sup>13</sup> out of town
123 -	948 Eastgate Road #123	Kay Rudy	<i>Kay Rudy</i> ✓ <sup>13</sup>
(124) -	952 Eastgate Road #124	P Linda Tuttle	<i>Linda Tuttle</i> ✓ Elsewhere
125 -	956 Eastgate Road #125	Yvonne Harris	<i>Yvonne Harris</i> ✓ <sup>15</sup>
(126) -	960 Eastgate Road #126	Bruce Pott	<i>Bruce Pott</i> ✓ <sup>15</sup>
127 -	4943 Eastridge Lane #127	Michael Ardway	
128 -	4943 Eastridge Lane #128	Catharin Sundman	<i>Catharin Sundman</i>
129 -	4943 Eastridge Lane #129	Lisa Larson	<i>Lisa Larson</i>
130 -	4943 Eastridge Lane #130	P Merrill Larson	
131 -	4943 Eastridge Lane #131	Kristine Nelson	
132 -	4943 Eastridge Lane #132	Eleanor Witt	

INDIVIDUAL UNIT OWNER SIGNATURE

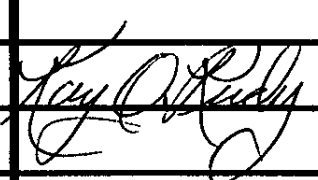
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Unit #	Unit Address	Print Name	Signature
111	971 East 5014 South #111	Roger Kaemussen	Roger Kaemussen
112	967 East 5014 South #112		
113	957 East 5014 South #113		
114	953 East 5014 South #114		
115	949 East 5014 South #115	DOROTHY N. FASHI <sup>MPAC</sup>	Dorothy N. Fashi
116	945 East 5014 South #116		
117	5000 South 938 East #117		
118	4996 South 938 East #118	William W. Tanner	William W. Tanner
119	4992 South 938 East #119		
120	4988 South 938 East #120		
121	4984 South 938 East #121		
122	4980 South 938 East #122		
123	948 Eastgate Road #123		
124	952 Eastgate Road #124		
125	956 Eastgate Road #125		
126	960 Eastgate Road #126		
127	4943 Eastridge Lane #127		
128	4943 Eastridge Lane #128		
129	4943 Eastridge Lane #129		
130	4943 Eastridge Lane #130		
131	4943 Eastridge Lane #131		
132	4943 Eastridge Lane #132		

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Unit #	Unit Address	Print Name	Signature
111 -	971 East 5014 South #111		
112 -	967 East 5014 South #112		
113 -	957 East 5014 South #113		
114 -	953 East 5014 South #114		
115 -	949 East 5014 South #115		
116 -	945 East 5014 South #116		
117 -	5000 South 938 East #117		
118 -	4996 South 938 East #118		
119 -	4992 South 938 East #119		
120 -	4988 South 938 East #120		
121 -	4984 South 938 East #121		
122 -	4980 South 938 East #122		
123 -	948 Eastgate Road #123	KAY O. RUOY	
124 -	952 Eastgate Road #124		
125 -	956 Eastgate Road #125		
126 -	960 Eastgate Road #126		
127 -	4943 Eastridge Lane #127		
128 -	4943 Eastridge Lane #128		
129 -	4943 Eastridge Lane #129		
130 -	4943 Eastridge Lane #130		
131 -	4943 Eastridge Lane #131		
132 -	4943 Eastridge Lane #132		

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Unit #	Unit Address	Print Name	Signature
111 -	971 East 5014 South #111		
112 -	967 East 5014 South #112		
113 -	957 East 5014 South #113		
114 -	953 East 5014 South #114		
115 -	949 East 5014 South #115		
116 -	945 East 5014 South #116		
117 -	5000 South 938 East #117	Richard A. Wilkins	[Handwritten Signature]
118 -	4996 South 938 East #118		
119 -	4992 South 938 East #119		
120 -	4988 South 938 East #120		
121 -	4984 South 938 East #121		
122 -	4980 South 938 East #122		
123 -	948 Eastgate Road #123		
124 -	952 Eastgate Road #124		
125 -	956 Eastgate Road #125		
126 -	960 Eastgate Road #126		
127 -	4943 Eastridge Lane #127		
128 -	4943 Eastridge Lane #128		
129 -	4943 Eastridge Lane #129		
130 -	4943 Eastridge Lane #130		
131 -	4943 Eastridge Lane #131		
132 -	4943 Eastridge Lane #132		

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INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
111 -	971 East 5014 South #111		
112 -	967 East 5014 South #112		
113 -	957 East 5014 South #113		
114 -	953 East 5014 South #114		
115 -	949 East 5014 South #115		
116 -	945 East 5014 South #116		
117 -	5000 South 938 East #117		
118 -	4996 South 938 East #118		
119 -	4992 South 938 East #119		
120 -	4988 South 938 East #120		
121 -	4984 South 938 East #121		
122 -	4980 South 938 East #122		
123 -	948 Eastgate Road #123		
124 -	952 Eastgate Road #124		
125 -	956 Eastgate Road #125	YVONNE M. HARRIS	<i>Yvonne M. Harris</i>
126 -	960 Eastgate Road #126		
127 -	4943 Eastridge Lane #127		
128 -	4943 Eastridge Lane #128		
129 -	4943 Eastridge Lane #129		
130 -	4943 Eastridge Lane #130		
131 -	4943 Eastridge Lane #131		
132 -	4943 Eastridge Lane #132		

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INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address	Print Name	Signature
111 -	971 East 5014 South #111		
112 -	967 East 5014 South #112	KAREN TARRISH	<i>[Handwritten Signature]</i>
113 -	957 East 5014 South #113		
114 -	953 East 5014 South #114		
115 -	949 East 5014 South #115		
116 -	945 East 5014 South #116		
117 -	5000 South 938 East #117		
118 -	4996 South 938 East #118		
119 -	4992 South 938 East #119		
120 -	4988 South 938 East #120		
121 -	4984 South 938 East #121		
122 -	4980 South 938 East #122		
123 -	948 Eastgate Road #123		
124 -	952 Eastgate Road #124		
125 -	956 Eastgate Road #125		
126 -	960 Eastgate Road #126		
127 -	4943 Eastridge Lane #127		
128 -	4943 Eastridge Lane #128		
129 -	4943 Eastridge Lane #129		
130 -	4943 Eastridge Lane #130		
131 -	4943 Eastridge Lane #131		
132 -	4943 Eastridge Lane #132		

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INDIVIDUAL UNIT OWNER SIGNATURE

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Unit #	Unit Address		Print Name	Signature
001	4955 South 925 East #1	-	Elsie Keown	Elsie Keown
002	4951 South 925 East #2	P	Ryszard Perry	Ryszard Perry
003	4947 South 925 East #3	✓	CHIPMAN	John Chipman
004	4943 South 925 East #4	P	Lois Roth	Lois K. Rose
005	4964 South 975 East #5		W.W. Osborn	W.W. Osborn
006	4960 South 975 East #6		Norma Teuscher <sup>CV</sup>	Norma Teuscher
007	4956 South 975 East #7		Ruth Metcalf <sup>NV</sup>	Ruth Metcalf
008	4952 South 975 East #8	P	Jerald Otley <sup>HI</sup>	Jerald Otley
009	4942 South 975 East #9		Kathleen Samuel Robinson	Kathleen Samuel Robinson
010	4938 South 975 East #10	3 ✓	Hina Robert Larson	Hina Robert Larson
011	4969 South 975 East #11	3 ✓	Betty Ezus	Betty Ezus
012	4965 South 975 East #12	2 ✓	Dena Woland	Dena Woland
013	4961 South 975 East #13		Carol Back	Carol Back
014	4957 South 975 East #14		Mary Robert Daw	Mary Robert Daw
015	4943 South 975 East #15		Vivian John White Halper	Vivian John White Halper
016	4939 South 975 East #16	P	Stanley Erma Tezack	Stanley Erma Tezack
017	1005 Eastgate Road #17		Rosalia Mills	Rosalia Mills
018	1009 Eastgate Road #18		Millie K. Cartwright	Millie K. Cartwright
019	1013 Eastgate Road #19		Shura Rainer	IN HOSPITAL
020	1017 Eastgate Road #20		J. Howard Dunn	J. Howard Dunn
021	4948 South 1021 East #21	P	Florina John Hut	Florina John Hut
022	4944 South 1021 East #22		Karen Anderson	Karen Anderson

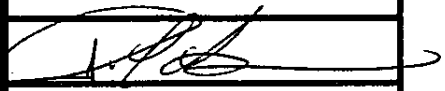
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Unit #	Unit Address	Print Name	Signature
001 -	4955 South 925 East #1		
002 -	4951 South 925 East #2		
003 -	4947 South 925 East #3		
004 -	4943 South 925 East #4		
005 -	4964 South 975 East #5		
006 -	4960 South 975 East #6		
007 -	4956 South 975 East #7		
008 -	4952 South 975 East #8		
009 -	4942 South 975 East #9		
010 -	4938 South 975 East #10		
011 -	4969 South 975 East #11	Betty F. Evans	Betty F. Evans
012 -	4965 South 975 East #12	Jenna C. Woland	Jenna C. Woland
013 -	4961 South 975 East #13		
014 -	4957 South 975 East #14		
015 -	4943 South 975 East #15		
016 -	4939 South 975 East #16		
017 -	1005 Eastgate Road #17		
018 -	1009 Eastgate Road #18		
019 -	1013 Eastgate Road #19		
020 -	1017 Eastgate Road #20		
021 -	4948 South 1021 East #21		
022 -	4944 South 1021 East #22		

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Unit #	Unit Address	Print Name	Signature
001 -	4955 South 925 East #1		
002 -	4951 South 925 East #2		
003 -	4947 South 925 East #3		
004 -	4943 South 925 East #4		
005 -	4964 South 975 East #5		
006 -	4960 South 975 East #6		
007 -	4956 South 975 East #7		
008 -	4952 South 975 East #8		
009 -	4942 South 975 East #9		
010 -	4938 South 975 East #10	ROBERT LALSON	
011 -	4969 South 975 East #11		
012 -	4965 South 975 East #12		
013 -	4961 South 975 East #13		
014 -	4957 South 975 East #14		
015 -	4943 South 975 East #15		
016 -	4939 South 975 East #16		
017 -	1005 Eastgate Road #17		
018 -	1009 Eastgate Road #18		
019 -	1013 Eastgate Road #19		
020 -	1017 Eastgate Road #20		
021 -	4948 South 1021 East #21		
022 -	4944 South 1021 East #22		

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Unit #	Unit Address	Print Name	Signature
023 -	4940 South 1021 East #23	Lowell Perkins	<i>Lowell Perkins</i>
024 -	4936 South 1021 East #24		
025 -	4937 South 1021 East #25	Ivy Brown	<i>Ivy Brown</i>
026 -	4941 South 1021 East #26	Barbara Nielsen	<i>Barbara Nielsen</i>
027 -	4951 South 1021 East #27	Colleen Summerhays	<i>Colleen Summerhays</i>
028 -	4955 South 1021 East #28	Irene Blaine Thompson	<i>Irene Thompson</i>
029 -	4959 South 1021 East #29	Pat Burton	<i>Pat Burton</i>
030 -	4963 South 1021 East #30	M. A. K. TAR	<i>M. A. K. TAR</i>
031 -	4962 South 1045 East #31	Myrna Richard Paxton	<i>Myrna Paxton</i>
032 -	4948 South 1045 East #32	Virginia Donald Wiegand	<i>Virginia Wiegand</i>
033 -	4944 South 1045 East #33	Liz Powell	<i>Liz Powell</i>
034 -	4940 South 1045 East #34	Robert Paulson Marcia	<i>Marcia Paulson</i>
035 -	1047 Eastgate Road #35	Dorothy Angus Hollison	<i>Dorothy Hollison</i>
036 -	1051 Eastgate Road #36	Virginia Kreutzer	<i>Virginia Kreutzer</i>
037 -	1055 Eastgate Road #37	Margorie (Trust) Thompson	<i>Margorie Thompson</i>
038 -	1059 Eastgate Road #38	Tamara McDonald	<i>Tamara McDonald</i>
039 -	4967 Beaverbrook Lane #39	Shirley Keen	<i>Shirley Keen</i>
040 -	4971 Beaverbrook Lane #40	Gladie Nielsen	<i>Gladie Nielsen</i>
041 -	4975 Beaverbrook Lane #41	Joe Watts	<i>Sharon Watts</i>
042 -	4979 Beaverbrook Lane #42	Irene Brown	LIVES IN PROVO?
043 -	4987 Beaverbrook Lane #43	Douma Thomas Davis	<i>Douma Davis</i>
044 -	4991 Beaverbrook Lane #44	Gay Smullen	<i>Gay Smullen</i>

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Unit #	Unit Address	Print Name	Signature
023 -	4940 South 1021 East #23		
024 -	4936 South 1021 East #24		
025 -	4937 South 1021 East #25		
026 -	4941 South 1021 East #26	BARBARA NIELSEN	<i>Barbara Nielsen</i>
027 -	4951 South 1021 East #27		
028 -	4955 South 1021 East #28		
029 -	4959 South 1021 East #29		
030 -	4963 South 1021 East #30		
031 -	4962 South 1045 East #31		
032 -	4948 South 1045 East #32	DONALD M WIEGAND	<i>Donald M. Wiegand</i>
033 -	4944 South 1045 East #33		
034 -	4940 South 1045 East #34		
035 -	1047 Eastgate Road #35		
036 -	1051 Eastgate Road #36		
037 -	1055 Eastgate Road #37		
038 -	1059 Eastgate Road #38		
039 -	4967 Beaverbrook Lane #39		
040 -	4971 Beaverbrook Lane #40	Blade Nielsen	<i>Blade Nielsen</i>
041 -	4975 Beaverbrook Lane #41		
042 -	4979 Beaverbrook Lane #42		
043 -	4987 Beaverbrook Lane #43		
044 -	4991 Beaverbrook Lane #44	Gay Smullen	<i>Gay Smullen</i>

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Unit #	Unit Address	Print Name	Signature
023 -	4940 South 1021 East #23		
024 -	4936 South 1021 East #24		
025 -	4937 South 1021 East #25	Ivy Brown	Ivy Brown
026 -	4941 South 1021 East #26		
027 -	4951 South 1021 East #27		
028 -	4955 South 1021 East #28	Blaine Thompson	Blaine Thompson
029 -	4959 South 1021 East #29		
030 -	4963 South 1021 East #30		
031 -	4962 South 1045 East #31		
032 -	4948 South 1045 East #32		
033 -	4944 South 1045 East #33		
034 -	4940 South 1045 East #34	Robert K. Paulsen	Robert K. Paulsen
035 -	1047 Eastgate Road #35		
036 -	1051 Eastgate Road #36		
037 -	1055 Eastgate Road #37		
038 -	1059 Eastgate Road #38		
039 -	4967 Beaverbrook Lane #39		
040 -	4971 Beaverbrook Lane #40		
041 -	4975 Beaverbrook Lane #41		
042 -	4979 Beaverbrook Lane #42		
043 -	4987 Beaverbrook Lane #43		
044 -	4991 Beaverbrook Lane #44		



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Unit #	Unit Address	Print Name	Signature
023 -	4940 South 1021 East #23		
024 -	4936 South 1021 East #24		
025 -	4937 South 1021 East #25		
026 -	4941 South 1021 East #26		
027 -	4951 South 1021 East #27		
028 -	4955 South 1021 East #28		
029 -	4959 South 1021 East #29		
030 -	4963 South 1021 East #30		
031 -	4962 South 1045 East #31		
032 -	4948 South 1045 East #32		
033 -	4944 South 1045 East #33		
034 -	4940 South 1045 East #34		
035 -	1047 Eastgate Road #35	ANGUS MOLLISON	<i>Angus Mollison</i>
036 -	1051 Eastgate Road #36		
037 -	1055 Eastgate Road #37	Marjorie Thompson	<i>Marjorie Thompson</i>
038 -	1059 Eastgate Road #38		
039 -	4967 Beaverbrook Lane #39		
040 -	4971 Beaverbrook Lane #40		
041 -	4975 Beaverbrook Lane #41		
042 -	4979 Beaverbrook Lane #42		
043 -	4987 Beaverbrook Lane #43	DEHNA DAVIS	<i>Dehna Davis</i>
044 -	4991 Beaverbrook Lane #44		