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SILVER CLIFF VILLAGE CONDOMINIUMS
PARK CITY, UTAH 84060

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
SILVER CLIFF VILLAGE CONDOMINIUMS
A CONDOMINIUM DEVELOPMENT

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This Amended and Restated Declaration is made as of the date of the recording in the Summit County Recorder's Office by the Silver Cliff Village Condominiums, a Utah Nonprofit Corporation ("Association").

RECITALS

1. This Declaration supersedes and replaces in its entirety the previously recorded Condominium Declaration for Silver Cliff Village Condominiums recorded in Summit County on January 6, 1982 as Entry No. 187229, and all amendments thereto and prior versions thereof predating the recording of this Declaration ("Prior Declaration").
2. The Bylaws of the Association, attached as Exhibit D, supersede and replace any previous Bylaws and any amendments thereto.
3. The Association is the authorized representative of the Owners of certain real property known as Silver Cliff Village Condominiums, located in Summit County, State of Utah and more particularly described on Exhibit A attached to and incorporated in this Declaration by reference.
4. This Property consists of 21 Units and certain Common Areas. The name by which the Project shall be known is "Silver Cliff Village Condominiums".
5. Pursuant to Article XXVII, of the Prior Declaration (as amended), this Declaration was first presented to the Management Committee, then to the Unit Owners at a duly called meeting where its circulation was proposed and seconded by at least three Unit Owners, and then circulated by the Management Committee to all Unit Owners. This Declaration was then voted on and approved by at least 66.66% of the voting interest in the Association. A Certificate of Approval of the amendment is attached as Exhibit C and incorporated into this Declaration by reference.
6. The Association desires to establish, for its own benefit and for the mutual benefit of all current and future Owners and occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth in this Declaration.

SUBMISSION

1. The Property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Utah Condominium Ownership Act (the "Act").
2. The Property is made subject to, and shall be governed by the Act, this Declaration, and the covenants, conditions and restrictions set forth herein.
3. The Property is subject to described easements and rights of way. Easements and rights-of-way in favor of Park City include any public utility easements that are depicted on the

Silver Cliff Village Condominiums Declaration

Plat, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

COVENANTS, CONDITIONS, AND RESTRICTIONS GENERALLY

In consideration of the Recitals above, the Association, in order to further preserve and maintain the integrity of the Project, declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, which run with the Property and are binding upon all parties having or acquiring any right, title, or interest in such Property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

When used in this Declaration (including the "Recitals" and "Submission"), the following terms have the meaning indicated. Capitalized terms are defined in this Article. Terms that are applicable to a single section are defined in that section. Any term used in this Declaration which is defined by the Act, to the extent permitted by the context of this Declaration, has the meaning given by the Act. This Declaration incorporates all terms defined in the Act under Utah Code Ann. § 57-8-3.

1.1 "Articles" and "Bylaws" shall mean the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended. The Articles, among other things, establish the Management Committee to manage the affairs of the Association. The Bylaws, among other things, set forth the number of persons constituting the Management Committee, the method of the Management Committee's selection, the Management Committee's general powers, the method of calling a meeting of Members of the Association and the Members required to constitute a quorum for the transaction of business.

1.2 "Assessments" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in this Declaration or the Bylaws, regardless of whether said assessment is identified as a regular assessment, special assessment, capital improvement assessment, individual assessment, reconstruction assessment, fine, or other charge.

1.3 "Association" shall mean the Members of the Silver Cliff Village Condominiums Unit Owners, a Utah Nonprofit Corporation, taken as or acting as a group pursuant to this Declaration, the Bylaws, or the Act. The Unit Owners have elected to form a corporation within the state of Utah, which is known as Silver Cliff Village Condominiums, and the "Association" shall mean this corporate entity. Voting of a Unit Owner at the annual meeting, a special meeting or for all other purposes contained in the Declaration or Bylaws shall be deemed as the vote of each Unit Owner as a shareholder of the corporation with the same voting rights and interests as contained therein. The election of the members of the Management Committee shall also constitute the election of directors of the corporation—that is, the elected person shall be a director as well as a member of the Management Committee. The position of being a director of the corporation and a member of the Management Committee cannot be segregated, that is, the individual serves in both roles and if they are removed or resign as a director or as a member of the Management

Committee they have resigned and are removed as a member of the Management Committee and as a director. If there are differences pertaining to the conduct and removal of these elected individuals, the statutes of the state of Utah pertaining to directors of corporations prevail over inconsistent provisions of the Declarations or Bylaws.

1.4 “Association Rules” shall mean the rules adopted from time to time by the Association pursuant to ARTICLE 7 hereof.

1.5 “Building” shall mean any structure which (a) is permanently affixed to the land, and (b) has one or more floors and a roof.

1.6 “Capital Improvement” shall mean all new improvements intended to add to, enhance, or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

1.7 “City” shall mean Park City, Utah, a municipal corporation of the State of Utah.

1.8 “Common Areas” or “Common Areas and Facilities” shall mean and refer to:

(a) the real property, parts of real property, interests in real property, and improvements and fixtures thereto, which are not specifically included within the respective units as herein defined, including, without limitation, all foundations, columns, joists, beams, girders, supports, supporting walls, roofs, landscaped areas, driveways, parking areas, hot tub area, patios, balconies, lawns, sprinkler systems, storage areas, elevators, garage doors, garage door openers, heated walkways and associated equipment, garage ventilation system and components, fire sprinkler system and components, and all parts of the Property which are from time to time devoted primarily to parking, approaches, exits, entrances, walkways, parks, open spaces, paths, trails and slopes, incidental and interior roadways, service roads and other similar areas;

(b) any utility pipe or line or system servicing more than a single Unit, including but not limited to any cable television system, and all ducts, wires, conduits, and other accessories used therewith;

(c) all parts of the Project normally in common use or necessary or convenient to its use, existence maintenance, safety, or management, including all property rights, improvements, fixtures and personal property which are from time to time devoted primarily for the common use and benefit of the Owners and situated upon public property or the private property of the Owners, including, without limitation all easements running in favor of the Association and the improvements, fixtures and personal property situated within or upon said easements, landscaping, irrigation systems and associated pumps and hardware, street lighting systems, project identification, directional and street signs, and street fixtures;

(d) all Common Areas and Facilities specifically set forth and designated as such on the Plat or Plats of the Property;

(e) all Common Areas and Facilities as defined in the Act, whether or not expressly listed herein or on the Plat or Plats of the Property.

1.9 "Common Expenses" shall mean the actual and estimated costs of:

(a) maintenance, management, operation, repair, and replacement of the Common Areas and Facilities, and all other areas within the Property and outside of the Property which are maintained by the Association, including, without limitation, the landscaped areas, the roadways, the sidewalks and the parking areas, etc., as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;

(b) unpaid Special, Reconstruction and Capital Improvement Assessments;

(c) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

(d) the costs of utilities, trash pickup and disposal, gardening and other services benefiting the Owners and their Units to the extent such services are paid for by the Association;

(e) the costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Areas and Facilities;

(f) the costs of any other insurance obtained by the Association;

(g) reasonable reserves as deemed appropriate by the Management Committee;

(h) the costs of bonding the members of the Management Committee, any professional managing agent; or any other person handling the funds of the Association;

(i) taxes paid by the Association

(j) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas and Facilities or portions thereof;

(k) the costs of any other item or items approved by the Management Committee and incurred in connection with the Common Areas and Facilities, this Declaration, the Articles or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

1.10 “Declarant” shall mean First Western Service Corporation and Machan Hampshire Properties, Inc., whether acting jointly or individually.

1.11 “Design Guidelines” shall mean the guidelines adopted from time to time by the Management Committee at its sole discretion, or by the Architectural Review Committee as provided for herein, setting forth certain architectural standards and specification regarding the location and design of the improvements, construction materials, lighting, landscaping, signage and other matters relating to Improvements on the Association Property. The Design Guidelines are incorporated in this Declaration by reference.

1.12 “Governing Documents” shall mean a written instrument by which the Association may (a) exercise powers; or (b) manage, maintain, or otherwise affect the Property. Governing Documents includes the Articles, the Bylaws, any Plat, this Declaration, and Association Rules.

1.13 “Hazardous Material” means (a) any waste, material or substance (whether in the form of a liquid, a solid or a gas and whether or not airborne), which is deemed to be a pollutant or a contaminant or to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other government restrictions or requirements, any amendments or successor(s) thereto, replacements thereof of publications promulgated pursuant thereto (collectively “Environmental Regulations” and individually, an “Environmental Regulation”); (b) petroleum; (c) asbestos; (d) polychlorinated biphenyls; and (e) any radioactive material. In addition to the foregoing, the term “Environmental Regulations” shall be deemed to include, without limitation, local, state and federal laws, judgments, ordinances, orders, rules, regulations, codes and other government restrictions and requirements, any amendments and successors thereto, replacements thereof and publication promulgated pursuant thereto, which deal with or otherwise in any manner relate to, environmental matters of any kind.

1.14 “Improvements” shall mean any object, thing or activity of any kind installed, located or occurring on the Property which changes the external appearance of any portion of the Property of any Unit or of any structure or thing affixed on the Property or any Unit, from its external appearance as it existed immediately prior to the installation, location or occurrence of the object, thing or activity. Improvements include, but are not limited to, all Buildings, structures, landscaping, walkways, parking areas, drives and truck loading areas, signs, fences, poles, walls, utility lines, lighting, excavations, grading, berms, drainage facilities, repairs, alterations, painting and all other structures or objects of any type or kind installed or constructed on the Property.

1.15 “Institutional Mortgagee” shall mean a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any insurance company, any federal or state agency, or any other institution specified by the Management Committee.

1.16 “Limited Common Areas” shall mean and refer to those Common Areas and Facilities designated herein or on a Plat of the Property as reserved for the use of a certain Unit or Units to the exclusion of the other Units as further described in this Declaration. Limited Common

Areas include, without limitation, assigned parking spaces, patios, decks, balconies, windows, and doors appurtenant to a Unit.

1.17 “Management Committee” shall mean the Management Committee of the Association. The Management Committee shall constitute the board of directors for the Association.

1.18 “Meeting of the Management Committee” or “Meeting” shall mean a gathering of the Management Committee, whether in person or by electronic system that allows for oral communication in real time (such as web conferencing, video conferencing, and telephone conferencing), at which the Management Committee can take binding action; Communication by email shall not be considered a Meeting.

1.19 “Member” shall mean every individual or entity who qualifies for membership in the Association pursuant to ARTICLE 2.

1.20 “Mortgage” shall mean any duly recorded mortgage or deed of trust encumbering a Unit.

1.21 “Mortgagee” shall mean the mortgagee or beneficiary under any Mortgage. A “First Mortgage” shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Unit.

1.22 “Occupant” shall mean and include the Declarant, the Owners, their respective heirs, successors and assigns (including Mortgagees), and any person who shall be from time to time entitled to the use and occupancy of space located within the Project under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.23 “Owner” shall mean one or more persons or entities who are alone or collectively the record owner of fee simple title to a Unit, including Declarant, and the purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

1.24 “Permittees” shall mean all Occupants and all other invitees of Occupants.

1.26 “Plat” shall mean any subdivision plat, any plat of a condominium project, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Units, Buildings, improvements, or Residences; (c) on which or in an instrument recorded in conjunction therewith is expressed the intent that the Units, Buildings, improvements, or Residences created by the Plat shall comprise the Project; and (d) which is filed for record in the office of the County Recorder of Summit County. Recorded prior to this Declaration is a plat for Silver Cliff Village executed and acknowledged by Declarant and recorded on January 6, 1982 in the Summit County Recorder’s Office as Entry No. 187228. Said plat constitutes a Plat.

1.27 **“Project”** shall mean all of the Property, together with all of the Buildings and other Improvements constructed thereon

1.28 **“Property”** shall mean the real property described on Exhibit “A” attached hereto and incorporated herein by this reference and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

1.29 **“Reserve Fund”** shall mean a fund maintained for the future periodic maintenance, repair or replacement of those components of Common Areas and Facilities with a useful life of three (3) or more years. All moneys deposited in the Reserve Fund shall be kept in a separate bank account and are to be segregated from and not commingled with any other funds of the Association.

1.30 **“Set Back”** shall mean the distance from the property line of the Unit to the Building or improvement that is subject to the Set Back requirement provided in this Declaration, the Design Guidelines for the Project, and in any recorded final Plat affecting the Project or in the City’s applicable zoning ordinance.

1.31 **“Unit”** shall mean each or any individual Unit as more particularly described in this Declaration, and any other Unit or parcel shown on any recorded final Plat filed by the Declarant to the extent such units or parcels are part of the Property, together with the undivided interest in and to the Common Areas and Facilities appertaining to that Unit. Fixtures and the like shall also be considered part of the Unit. All pipes, wires, conduits, or other public utility lines or installation constituting part of a particular Unit or serving only that Unit, and any structural members of any other property of any kind, including fixtures, and appliances within any Unit which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated, shall be considered part of the Unit. References in the Declaration to a specific Unit shall refer to the particular Unit as set forth in this Declaration and, as applicable, on the recorded final Plat for such Unit.

1.32 **“Utah Condominium Ownership Act”** or the **“Act”** shall refer to the applicable provisions of the Condominium Ownership Act described in Utah Code 57-8-1 et seq., as amended from time to time.

ARTICLE 2

MEMBERSHIP IN THE ASSOCIATION

2.1 **Membership.** Every Owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, Bylaws and Association Rules. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall also be subject to the terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration. Membership in the Association shall be appurtenant to each Unit and may not be separated from the interest of an Owner in any Unit. Ownership of a Unit shall be the sole qualification for membership in the Association; *provided, however,* that a Member’s voting rights and privileges in the Common Areas and Facilities may be regulated or suspended as provided in this Declaration, the Bylaws,

or the Association Rules. Not more than one membership in the Association shall exist with respect to ownership of a single Unit.

2.2 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Unit and then only to the transferee or Mortgagee of such Unit. Any attempt to separate the membership in the Association from the Unit to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in such Owner's name to the transferee of such Owner's interest in such Unit, the Association shall have the right to record the transfer upon the books of the Association so that the name of the Member corresponds with the ownership of the Unit set forth in the Summit County Recorder's office. No part of a Unit nor any part of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of condominium ownership so that each Unit, the undivided interest in and to the Common Areas and Facilities appurtenant to such Unit, and the exclusive right to use and occupy the same, shall always be conveyed, devised, encumbered, and otherwise effected only together and may never be separated from one another.

2.3 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules. The Association shall have one class of Members. Each Member shall be entitled to a voting interest equal to such Member's fractional ownership interest in the Common Areas and Facilities. When more than one person owns a portion of the interest in a Unit, each such person shall be a Member, but the vote for such Unit shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Unit, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the vote for the Unit, and (ii) if multiple co-Owners appear at an Association meeting, each co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Unit. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

2.4 Approval of Members. Unless a different percentage is otherwise provided for in this Declaration, the Articles, or the Bylaws, the vote of a majority of the voting interest shall be required to approve any matter before the Members. Votes may be taken at a meeting held pursuant to the requirements set forth in the Bylaws, or by an action by written consent. Quorum requirements for meetings of the Members shall be set forth in the Bylaws.

2.5 Undivided Interest in Common Areas and Facilities. Each Unit Owner shall have, for each Unit owned, an undivided ownership interest in and to the Common Areas and Facilities as set forth in Exhibit "B."

2.6 No Partition. The Common Areas and Facilities shall be owned in common by all the Owners of Units and no Unit Owner may bring an action for partition thereof.

2.7 Limited Common Areas. The use and occupancy of designated Limited Common Areas shall be reserved to its associated Unit and each Unit Owner is hereby granted an irrevocable license to use and occupy said Limited Common Areas. Each Unit is assigned one parking space in the ground level parking garage and Limited Common areas shall include, without limitation, such assigned parking spaces depicted on Exhibit "B." Any remaining parking spaces are designated as Common Area.

2.8 Entry by other Owners. An Owner shall permit other Owners, or their representatives, when necessary for the other Owner's use and enjoyment of the other Owner's Unit, to enter his Unit for the purpose of installing, altering, or repairing mechanical, electrical, or plumbing services, provided that the requests for such non-emergency entry are made at least 24 hours in advance and that such entry is at a time convenient to the Owner. In case of emergency, such rights of entry shall be made only after notice that is reasonable under the circumstances has been given.

ARTICLE 3 COVENANT FOR ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit by acceptance of a deed or other conveyance 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 conveyance, is deemed to covenant and agree to pay to the Association all Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Unit at the time when the Assessment fell due, and of each subsequent Owner other than a Mortgagee. Any subsequent Owner of a Unit shall be deemed to have notice of the Assessments, whether or not a lien has been recorded. No Owner may waive or otherwise escape liability for an Assessment by abandonment of the Unit.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the comfort, health, safety, security and welfare of the Owners and to perform the duties and exercise the powers of the Association enumerated in its Articles, Bylaws, and this Declaration.

3.3 Regular Assessments. The amount and timing of payment of Regular Assessments shall be determined by the Management Committee pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Prior to the beginning of each fiscal year of the Association, the Management Committee shall estimate the total Common Expenses to be incurred for the upcoming fiscal year. The Management Committee shall then calculate the amount of the Regular Assessment to be paid by each Owner, which shall be determined according to each Member's fractional ownership interest in the Common Areas and Facilities. Written notice of the annual Regular Assessments shall be sent to every Owner; provided that failure to provide adequate notice does not relieve the Owner's obligation to pay the Regular Assessment in installments as established by the Management Committee. In the event the Management Committee shall

determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Owner, and the date or dates when due.

3.4 Special Assessments. In addition to the Regular Assessments authorized in Section 3.3, the Association may levy a Special Assessment or Special Assessments from time to time to cover any unexpected expenses, operating shortfalls, major repairs, additions, or Capital Improvements. Special Assessments may be levied against one or more individual Unit or against all Units. Special Assessments shall be payable in such manner and at such times as determined by the Management Committee, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Management Committee so determines. Any special assessment for a single improvement exceeding Ten Thousand Dollars (\$10,000.00) must be approved by at least fifty-one percent (51%) of the Members.

3.5 Rate of Assessment. All Regular, Reconstruction and Capital Improvement Assessments shall be fixed by the Management Committee at a rate computed and assessed with respect to each improved Unit at a percentage equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to the Unit owned by the Unit Owner as set forth in Exhibit B. All Regular, Reconstruction and Capital Improvement Assessments may be collected at intervals selected by the Management Committee. For purposes of the paragraph, "improved Units" means Units that have received a certificate of occupancy. Prior to the Turnover Date, the Declarant must approve the allocation of Assessments to unimproved Units. Notwithstanding the foregoing, the total amount of Regular Assessments shall not exceed the previous year's Regular Assessments (determined for an entire 12 month period) by more than 15% without the affirmative vote of Members holding not less than two-thirds (2/3) of the voting power of the Members.

3.6 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Unit have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Management Committee for the issuance of these certificates, such certificates shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

3.7 Exempt Property. The following portions of the Property shall be exempt from the Assessments created herein; all properties dedicated to and accepted by, or otherwise acquired by a public authority; and the Common Areas and Facilities.

3.8 Individual Assessments. In addition to any other Assessments authorized herein, the Association also may levy an Individual Assessment against any owner individually and against such Owner's Unit to reimburse the Association for costs incurred in bringing an Owner and his Unit into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association Rules, together with attorney's fees, interest and other charges related thereto which Individual Assessment may be levied by the Association after notice to an Owner and an opportunity for a hearing.

3.9 Management Committee Discretion to Reduce or Abate. In the event the amount budgeted to meet Common Expenses for any year proves to be excessive in light of the actual Common Expenses, the Management Committee in its sole discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

3.10 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.

3.11 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Management Committee collected as reserves for the future periodic maintenance, repair or replacement of those components of Common Areas and Facilities with a useful life of three (3) or more years. All amounts collected as reserves, whether pursuant to the preceding sentence of this Section or otherwise, shall be deposited by the Management Committee in a Reserve Fund, which shall be kept in a separate bank account and are to be segregated from and not commingled with any other funds of the Association. The Management Committee shall be authorized to use money in the Reserve Fund for the purposes described herein and funds shall not be withdrawn from the Reserve Fund for any other purpose unless approved by a majority of the Members.

3.12 Reinvestment Fee. If the Association has recorded a Notice of Reinvestment Fee Covenant separate from this Declaration, within thirty (30) days after the effective date of any transfer of legal title to a Unit, the new Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Management Committee from time to time. However, notwithstanding the foregoing, the following are not subject to the above referenced reinvestment fee:

- a. an involuntary transfer;
- b. a transfer that results from a court order;
- c. a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes;
- d. a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- e. the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250

ARTICLE 4 NONPAYMENT OF ASSESSMENTS

Silver Cliff Village Condominiums Declaration

4.1 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within ten (10) days after the delinquency date, a late charge may be levied and the Assessment shall earn interest from the delinquency date at the rate of eighteen percent (18%) per annum.

4.2 Enforcement Rights. The Association shall have the right to take any of the following actions against one or more Owners(s) after the delinquency date:

a. The Association may bring an action to recover a money judgment against the Owner for unpaid Assessments, interests, late fees, costs, and attorney's fees.

b. The Association may foreclose the Association's lien against the Unit for the unpaid Assessments, interest, late fees, costs, and attorney's fees pursuant to Utah Code 57-8-47.

c. The Association may, after giving notice and an opportunity to be heard in accordance with Utah Code 57-8-52, terminate an Owner's right to receive utility services for which the Owner pays for as a common expense and access to and use of Common Areas and Facilities.

d. Subject to Utah Code 57-8-53, the Association may require tenants of a Unit to make future lease payments directly to the Association so long as Assessments remain unpaid for such Unit.

4.3 Other Remedies. The Association shall have all other rights and remedies available by applicable law, including the right to assess fines and suspend voting rights for any period during which any Assessment against an Owner's Unit remains unpaid.

4.4 Intent. No provision of this Article shall be interpreted so as to limit in any way the rights of the Association for collection of Assessments.

4.5 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Unit, the amount of any assessment that is more than sixty (60) days past due.

4.6 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Unit(s).

ARTICLE 5 COVENANTS, CONDITIONS, AND RESTRICTIONS

Silver Cliff Village Condominiums Declaration

5.1 Permitted Use. Each Unit shall be used exclusively for residential purposes and not for hotel, motel, lodge, nursing home, or lockout unit purposes. All Units and Improvements must comply with the Design Guidelines.

5.2 Emissions/Discharge, Etc. To maintain a degree of protection of the investment which Owners in the Project make, the following are prohibited within the Project:

a. Emission of smoke, fumes, odors, gases, vapors, steam, dust, sweepings, dirt, cinders or other particles or substances into the atmosphere which are detectable outside of the Unit where created and which are unreasonably detrimental to the health, safety, or welfare of any Owner or any other person, to the condition of any other portion of the Property, or to any vegetation within the Property. This provision is not intended to prohibit the normal use of furnaces, air conditioners, dryers, or other such common systems or appliances.

b. Discharge of fluids, gases, solid wastes or other harmful materials into any drainage canal or other waterway which may adversely affect the health, safety, welfare or comfort of any Owner or other person or the condition of any portion of the Property.

c. Discharge of glare or heat, subsonic or ultrasonic sounds, or atomic, electromagnetic, microwave, ultra-violet, laser or other radiation which is detectable from any point exterior to the Unit upon which the operation is being conducted.

d. Recurrent or continuous emission of sound or noise from any Unit which may be heard without instruments outside of the Unit of orientation.

e. Recurrent or continuous ground vibrations perceptible without instruments at any point exterior to the Unit of origination.

f. Physical hazard by reason of fire, radiation, explosion or other similar cause to either the Property or the surrounding area.

g. Persisting unsightly condition (as determined by the Management Committee in its sole discretion) on any Unit which is visible from any street or any other portion of the Property.

h. Excessive risk of fire or explosion that increases the casualty insurance premiums for improvements on adjacent Units.

i. Violation of any applicable statute, ordinance, rule, regulation, permit or other validly imposed requirement of any governmental body

5.3 Waste Disposal. No trash, garbage or waste material shall be kept, stored or allowed to accumulate on any portion of the Property except in an approved bin or contained within an enclosed structure appropriately screened from view. All trash, garbage and other waste materials shall be regularly removed from each Unit and the Property. Incineration of trash, garbage, or waste materials on the Property is prohibited; provided, however, that the Association is permitted to burn weeds.

5.4 Hazardous Materials.

a. Restriction on Hazardous Materials. Any Hazardous Materials brought upon, kept, used, generated, stored, treated, disposed of or released in or about any Unit, or soils or groundwater appurtenant to the same, by any Owner of such Unit, any Occupant or Permittee of such Owner, or any party acting on behalf of any of them and in a manner which does not comply with applicable Environmental Regulations shall be referred to herein as a "Hazardous Condition." In the event any Hazardous Condition occurs on a Unit, the Owner of such Unit shall promptly take all actions at its sole expense as are reasonably necessary to correct said violation to the satisfaction of the regulating entity.

b. Indemnity. If an Owner of a Unit breaches the obligations stated in Section 5.4(a) above or if a Hazardous Condition exists at any time, the Owner of such Unit shall indemnify, defend and hold the Owners of each other Unit within the Property harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses liabilities or losses, including, without limitation, (1) diminution in value of the Property, (2) damages for the loss or restriction on use of usable space or of any amenity of the Property, (3) sums paid in settlement of, payment of, or in order to comply with any claims, suits, actions, judgments, proceedings, or investigations, (4) costs, expenses, reasonable attorneys' fees, consultant fees, expert fees and incidental costs incurred in connection with any of the above or any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental or quasi-governmental entity. The obligations contained in this ARTICLE 5 shall survive the termination of this Declaration

5.5 Restrictions on Signs. Unless otherwise established by resolution of the Management Committee in Association Rules or another written instrument, the following regulations regarding signs apply: No signs or advertising devices of any nature, including without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained: a) on or in any Unit if visible from the street; or b) on any other part of the Project, without the prior inspection and written approval of the Association, except as may be necessary temporarily to caution or warn of danger. If the Association consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Association.

5.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas except for service animals of Owners or their guests or invitees with disabilities and except that household pets may be kept or housed in Residences when and in the manner expressly permitted by resolution of the Management Committee in Association Rules or in another written instrument. In no event shall any animal be permitted in any portions of the Common Area unless carried or on a leash. Each owner who keeps an animal in the Project shall promptly remove all animal waste from the Common Areas and Facilities. Each Owner who keeps an animal in the Project shall indemnify and hold all other Owners and the Association harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such pet in the Project. If a pet disturbs other Owners by barking or biting or in other ways becoming obnoxious, the Association will give notice to the Owner of such pet to cause such annoyance to be discontinued; and if such annoyance is not

discontinued and corrected, the Association may revoke its permission to keep the pet in the Project and the pet shall be removed therefrom.

5.7 No Alterations. No Owner shall, without the prior written consent of the Association in each specific instance, make, or cause to be made any alteration, addition, removal, or improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Common Areas and Facilities or other Improvements thereon or thereto, or jeopardize the safety or persons or property or impair any easement or hereditament appurtenant to the Project. The Association shall have authority to create and enforce Association Rules regulating the placement of satellite dishes, outdoor antennas, and other similar appliances for the purpose of addressing legitimate safety concerns in a manner that is no more burdensome to the Owner than necessary. No satellite dishes, outdoor antennas, or other similar appliances shall be larger than one meter in width or shall extend higher than twelve (12) feet above the Owner's roofline unless expressly permitted by resolution of the Management Committee in Association Rules or in another written instrument. Solar panels shall not be installed or attached to any Common Areas and Facilities or to any other exterior portion of a Unit.

5.8 No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Association shall consent thereto in writing.

5.9 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, nothing shall be done or kept in any Unit, in the Common Areas, or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by an Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensee, or invitees of such Owner.

5.10 Commercial Business. Commercial Business shall not be permitted within the Project. However, nothing in this article shall be construed to prevent the Association from entering into contracts with utility providers which contracts would involve installing and maintaining equipment within the Project which may be used for providing services to parties that are not members of the Association. Notwithstanding the foregoing, Owners shall be permitted to rent their Units pursuant to the provisions of this Declaration and each Owner and Occupant shall be permitted to conduct work activities within the confines of his or her Unit that are incidental to a job where the primary place of business is in a location other than the Unit if such activities do not create any unreasonable interference with other Members' use and enjoyment of their properties and such activities are not apparent from outside of the Unit. For instance, a Unit Owner may make and receive business phone calls, emails, and faxes within his or her Unit.

5.11 Restrictions on Leases. No Owner shall lease less than the entire Unit. Any

violation of local ordinances, statutes, or laws with regards to leasing of property shall also constitute a violation of this Declaration. Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, the Bylaws, and Association Rules and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who shall lease his Unit shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules. All leases shall be in writing. No Residence shall be subjected to time interval ownership.

5.12 Parking Restrictions. No recreational vehicles, trailers, or boats may be parked within the Project except in designated areas and pursuant to Association Rules and other regulations adopted by the Association by resolution. All abandoned vehicles without current registration left on the Project over seven (7) days may be removed from the Project by the Association at the expense of the owner of the said vehicle.

5.13 Rules and Regulations. Each Owner shall comply strictly with all Association Rules and other regulations adopted by the Association for the governance of the Units, the Common Areas, and the Project, as such rules and regulation may be modified, amended, and construed by the Association. Each Owner shall be held responsible for the noncompliance of the same by its Permittees, guests, tenants, licensee, or invitees

5.14 Construction Period Exemption. During the course of actual construction of any permitted structures or improvements within the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any said provision, covenants, conditions or restrictions upon completion of the construction.

5.15 Subdivision of Units. A Unit may not be subdivided without the consent of two-thirds (2/3) of all Owners. Each Owner waives the right of partition as may be permitted under applicable law.

5.16 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out in any Unit or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Units. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

5.17 No Hazardous Activity. No activity may be conducted in any Unit that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

5.18 Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices or the painting of graffiti, within the Project is prohibited. The terms firearms, including but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic

weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

5.19 Temporary Structures. No Owner or resident shall place upon any part of the Project any temporary structures including, but not limited to tents and trailers.

5.20 Solar Panels. Solar panels or any related components shall not be installed on any portion of the Property.

ARTICLE 6 GENERAL CONSTRUCTION REQUIREMENTS

6.1 Construction of Improvements in Each Unit. All work performed in the construction, maintenance, repair replacement, alteration or expansion of any Improvement in or on a Unit shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (a) access to or from any other Unit, or part thereof, to or from any of the Common Areas and Facilities, (b) construction work being performed in any other Unit; or (c) the use, enjoyment or occupancy of any other Unit. Any replacement, alteration or expansion of any Improvement in a Unit shall be in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state and federal government, or any department or agency thereof and no such work shall cause any Improvement located in any other Unit to be in violation of any such laws, rules, regulations, orders or ordinances. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Improvement in or on a Unit shall be done in a good and workmanlike manner and in accordance with engineering standards.

6.2 Staging of Construction of Improvements. Staging for the construction, maintenance, repair, replacement, alteration or expansion of any Improvement in or on a Unit, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to such Unit.

ARTICLE 7 DUTIES AND POWERS OF THE ASSOCIATION

7.1 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

a. enforce the provisions of the Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation for the Association Rules as provided in the Bylaws and Section 7.2 below, which shall include the establishment of a system of fines or penalties enforceable as Individual Assessments;

b. acquire, maintain and otherwise manage all of the Common Areas and Facilities, and all improvements and landscaping thereof, and all personal property acquired by the Association, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain, including, without limitation, the landscaped areas, the roadways, the sidewalks and the parking areas, as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;

c. pay any real and personal property taxes and other charges assessed against the Common Areas and Facilities unless the same are separately assessed to the Owners;

d. obtain, for the benefit of the Common Areas and Facilities, all water, gas and electric, refuse collections and other services;

e. grant easements where necessary for utilities and sewer facilities over the Common Areas and Facilities to serve the Property as provided in ARTICLE 13 below;

f. contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Management Committee deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

g. delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of condominium developments or planned unit developments to perform all or any part of the duties and responsibilities of the Association;

h. establish and maintain a working capital and contingency fund in an amount to be determined by the Management Committee;

i. the Management Committee and its duly authorized agents shall have the right to enter any and all of the units in case of an emergency originating in or threatening such unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Committee and its duly authorized agents shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owner affected by such entry shall first be given twenty-four hours' notice if reasonable under the circumstances;

j. at its sole discretion, provide trash pickup and disposal and snowplowing service for the benefit of the Owners and their Units;

k. acquire real property by lease or purchase for offices or other facilities that may be necessary or convenient for the management of the Common Areas and Facilities, the

administration of the affairs of the Association or for the benefit of the Members;

l. at its sole discretion, contract for communication services (e.g., cable television, Internet, telephone, etc.) for the benefit of the Owners who have subscribed for the service; and

m. have the power to establish in cooperation with the City a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right to convey or lease, with or without the payment of monetary consideration, all or any portion of the Common Areas and Facilities to said district.

7.2 Association Rules. The Management Committee shall also have the power pursuant to the procedures set forth in the Bylaws to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas and Facilities; *provided, however*, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

7.3 Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws; *provided, however*, no such delegation, whether to a professional management company, committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

7.4 Schedule of Fines and Penalties. The Association has the authority, from time to time, to set forth in the Association Rules a schedule of fines and penalties for violations of the Association's governing documents.

ARTICLE 8 REPAIR AND MAINTENANCE

Solely for the purpose of this Article 8, the term "Common Areas and Facilities" shall not be deemed to include Limited Common Areas and Facilities.

8.1 Repair and Maintenance by Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Units, Common Areas and Facilities or other land within and about the Project in such a manner and at such times as the Management Committee shall

prescribe and shall have a right of entry sufficient to allow accomplishment of the same:

a. maintain the Common Areas and Facilities in a clean, safe, and attractive condition at all times, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain in a clean, safe, and attractive condition at all times, including, without limitation, the exteriors of the units, the landscaped areas, the roadways, the sidewalks and the parking areas;

b. repair, restore, replace and make necessary improvements to the Common Areas and Facilities and to the Limited Common Areas and Facilities;

c. maintain all drainage facilities and easements which constitute Common Areas and Facilities in accordance with the requirements of any applicable flood control district;

d. cause the appropriate public utility to maintain any utility easements located within the Common Areas and Facilities;

e. maintain the public rights-of-way within the Project; and maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote of Members holding not less than two-thirds (2/3) of the voting power of the Members.

f. Replacement of Windows and Doors. Windows and Doors are considered Limited Common Area. As such, the Association shall replace Windows and Doors when it has been determined that they have failed and require replacement. But, in order to protect the Reserve Funds of the Association for the benefit of all of the Unit Owners, the following protocol shall be followed in order to allow the Association to manage and control the maintenance of any and all common areas:

i. Windows. Unless there is a significant window failure that cannot be repaired without replacing the entire frame, as determined by the Management Committee in its sole discretion, the Association will replace the windows only when it is reasonably economical and reasonably necessary to replace all windows in the building at once, as determined by the Management Committee in its sole discretion. However, if an individual window fails beyond repair, and replacement is the only alternative, as determined by the Management Committee in its sole discretion, then the Association will have the window replaced at the Association's expense.

ii. Doors. Exterior doors shall be replaced pursuant to the following protocol:

1. An Owner may petition the Management Committee in writing for replacement of its Unit's exterior door. Upon receipt of such a petition, if the Management Committee determines, in its sole discretion, the replacement is needed, the Association shall have the door replaced at the Association's expense. However, if the replacement is necessitated by the acts, omissions, or negligence of a Member of the Association, the Association may charge all expenses associated with the replacement to such Member.

2. In all instances, the Owner shall be responsible for the cost of any

finish to the interior side of any door.

3. If a door is replaced by a Unit Owner outside of this protocol or without approval from the Management Committee, the Association will not reimburse the Unit Owner for such door replacement. The Association will only pay for doors which it arranges to be installed.

4. In all instances, an Owner must obtain written approval from the Association prior to replacing an exterior door. If an Owner installs a door that does not meet Association standards, as determined by the Management Committee in its sole discretion, the Owner shall be responsible for the cost of replacing the door with one that complies with Association standards.

8.2 Repair and Maintenance by Owner. Every Owner shall:

a. maintain those portions of such Owner's Unit that are not considered to be Common Areas and Facilities and all improvements located therein including, without limitation, all interior portions of the Unit, any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, and appliances in and connected to the unit if servicing only that unit. All components shall be maintained in a clean, safe, and attractive condition at all times, and in compliance with this Declaration, the Articles, Bylaws and the Association Rules;

b. keep all Limited Common Areas appurtenant to his Unit in a clean, safe, and attractive condition at all times, and in compliance with this Declaration, the Articles, Bylaws and the Association Rules including: all porches, patios, decks, windows, and doors. This includes, without limitation, keeping all patios, decks, exits, and entrances clear of snow. Although a Unit Owner is obligated to keep the foregoing clean, safe, and attractive, he is not obligated to repair, replace, or otherwise maintain any Limited Common Areas that the Association is obligated to repair, maintain, or replace pursuant to this Declaration;

c. repair any structural or visible defects or damages to Improvements that are not considered to be Common Areas and Facilities or Limited Common Areas and Facilities, keep any exteriors and other structures on such Owner's Unit that are not considered to be Common Areas and Facilities in good, clean, safe, and attractive condition, keep such Owner's Unit free from trash and debris, and keep all lighting clean and functional.

d. Notwithstanding the foregoing or anything to the contrary herein, a Unit Owner is obligated to replace or repair any Common Area or Limited Common Area that he damages or causes to be damaged or to reimburse the Association for such replacement or repairs.

8.3 Architectural Review Committee and Design Guidelines.

a. The Management Committee may appoint an Architectural Review Committee ("ARC") and may establish provisions related to the ARC in the Association Rules. The ARC may consist entirely or in part of members of the Management Committee. If the Management Committee does not appoint an ARC, the Management Committee shall serve as the ARC. The ARC shall prepare or adopt and promulgate on behalf of the Management Committee design and development guidelines (the "Design Guidelines") and application and review procedures

applicable to the Common Area or any improvement to the interior of a Unit that materially affects a load-bearing wall, common utilities, or other Common Area. The Design guidelines and procedures shall be those of the Association and the ARC shall have the sole and full authority to prepare and to amend the same, subject to approval of the City (if applicable). Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Design Guidelines, the ARC or the Management Committee shall hold a Meeting at which it provides the Members an opportunity to be heard. The ARC or the Management Committee shall deliver to the Members notice of the Meeting and its purpose at least 15 days prior to the Meeting. The Association shall make copies of the guidelines and procedures available, upon request, to Owners, builders, and developers who seek to engage in development of or construction upon any portion of the Association Properties, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

b. Any construction, alteration, modification, removal or destruction of Common Area (including any improvement to the interior of a Unit that materially affects a load-bearing wall, common utilities, or other Common Area) must be approved in writing by the ARC prior to the commencement of the same. No person commencing such construction, alteration, modification, removal or destruction prior to receipt of such written approval shall acquire any vested rights in any such improvement. The ARC may, at its sole discretion, withhold approval of any proposal under this paragraph if the ARC finds the proposal would materially and adversely affect Common Area, increase costs for the Association, increase the risk of liability for the Association, potentially or actually increase insurance costs for the Association, or would be incompatible with the Design Guidelines.

c. Any construction, alteration, modification, removal or destruction within the interior of a Unit must be performed in compliance with all local laws and ordinances including, without limitation, zoning ordinances and ordinances requiring permits. If such construction, alteration, modification, removal or destruction materially affects an attached component of the Unit, the work shall not commence without prior, written approval from the ARC. Except for construction, alteration, modification, removal or destruction of Common Area as described in subsection 'b' herein, the ARC may only withhold approval of a project within the interior of a Unit if it finds that local laws and ordinances have not been complied with. The ARC has no authority to withhold approval of a project described in this paragraph based on aesthetics or any other consideration not described herein. Notwithstanding anything to the contrary herein, if an Owner submits a proposal to the ARC under this paragraph and the ARC does not respond with written approval or disapproval within thirty (30) days, the Owner may consider the proposal approved.

d. A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a Meeting. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto. Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

e. Any Owner adversely impacted by action of the ARC may appeal such action to the Management Committee. If, however, the ARC's duties are being carried out by the Management Committee, then no such right to appeal shall exist.

f. All appeals and hearings shall be conducted in accordance with procedures set forth by the Management Committee by resolution.

g. The ARC's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.

h. The ARC may inspect from time to time, all herein described work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date. Any Owner who receives a notice of noncompliance may appeal the notice in accordance with the appeals procedure set forth by the Management Committee. A notice of noncompliance may be recorded in the office of the county recorder.

i. Neither the Management Committee nor the ARC shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

8.4 Standards for Maintenance and Construction.

a. Maintenance of the exterior of Buildings and Improvements shall be accomplished in accordance with the Design Guidelines.

b. Throughout any period of construction upon a Unit, except for construction to the Unit exterior initiated by the Association, the Owner of such Unit shall keep the Unit and all streets used by construction equipment or trucks in a clean and safe condition, shall remove daily all trash, rubbish, debris, mud and dirt therefrom, shall take all measures necessary or appropriate to control dust, blowing sand and erosion, whether by wind or water, on the Unit and shall so conduct all such construction so as not to interfere with free and ready access to existing Buildings and neighboring Units.

8.5 Right of Association to Maintain and Install. In the event any Owner fails properly to perform his or her maintenance responsibility, the Association may cause such maintenance to be accomplished as hereinafter set forth.

a. Upon finding by the Management Committee of a deficiency in such maintenance, the Management Committee shall give notice of deficiency to the responsible Owner which shall briefly describe the deficiency and set a date for hearing before the Management Committee or a committee selected by the Management Committee for such purpose. The Management Committee may delegate its power under this Section 8.4(a) to a duly appointed committee of the Association.

b. Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said notice.

c. Such hearing shall be conducted according to such reasonable rules and procedures as the Management Committee shall adopt and which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine adverse witnesses. If the Management Committee or any committee renders a decision against the responsible Owner, it shall further set a date by which the deficiency is to be corrected by the responsible Owner. A decision of a committee may be appealed to the Management Committee, but a decision of the Management Committee shall be final.

d. If a deficiency continues to exist after the time limitation imposed by a final decision of the Management Committee or any such committee, the Management Committee or such committee shall have a right of entry upon such Unit and Limited Common Areas and may cause such maintenance to be accomplished.

e. In the event the Management Committee or such committee elects to cause such maintenance to be accomplished and the Association pays for all or any portion of such maintenance, such amount shall be an Individual Assessment to the affected Owner and Unit:

ARTICLE 9 INSURANCE

9.1 Insurance Obtained by the Association. The Association shall purchase and maintain all insurance required to be obtained by the Association under the Act, Declaration, and Bylaws, and any additional insurance the Management Committee deems necessary.

9.2 Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the Common Areas against loss or damage.

9.3 Liability Insurance. The Association shall obtain comprehensive general liability (CGL) insurance insuring the Association, the agents and employees of the Association and the Owners, 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 not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

9.4 Directors and Officers Insurance. The Association shall obtain Directors' and Officers' (D&O) liability insurance protecting the Management Committee, Architectural Review Committee, other committees, the officers, and the Association against claims of, including without limitation, wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, etc.

9.5 Adjustments. Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds payable for any such loss shall be paid in accordance with the terms and conditions of the Act.

9.6 Insurance by Unit Owners. Each Unit Owner shall secure and maintain at its own expense a policy of insurance pertaining to their interest in the buildings or other structure adjacent to their Unit in a minimum amount as may be determined by the Management Committee from time-to-time. This, in part, is to provide for payment of claims that may otherwise be covered by the insurance policy maintained by the HOA, but subject to its deductible provision or exceeding the coverage of the HOA policy. The policy should provide owner's coverage for their Unit's contents, personal liability and loss assessment in the event a claim is asserted against Unit Owners and is not covered by the HOA policy or may arise from the HOA policy's deductible provision.

9.7 Waiver by Members. As to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Management Committee, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

9.8 Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in ARTICLE 10 hereof. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

ARTICLE 10 DESTRUCTION OF IMPROVEMENTS

In the event of destruction of or damage to part or all of the improvements in the Condominium project, the procedures of this section shall apply.

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

(b) If less than seventy-five percent (75%) of the Project's improvements are destroyed

or substantially damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Unit Owners shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest in the Common Areas and Facilities, said assessment becoming a lien on the Units as provided in the Act.

(c) If seventy-five percent (75%) or more of the project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within one hundred (100) days after the destruction or damage by a vote of at least seventy-five percent (75%) of the entire undivided ownership interest in the Common Areas and Facilities of the project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) If seventy-five percent (75%) or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are insufficient to accomplish restoration, and if the Unit Owners do not, within one hundred (100) days after the destruction or damage and by a vote of at least seventy-five percent (75%) of the entire undivided ownership interest in the Common Areas and Facilities of the project, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the County Recorder of the county where the project is located a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated, shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this section shall be accomplished under the direction of the Management Committee. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made as follows:

The Management Committee shall select three (3) appraisers; each appraiser shall independently estimate the percentage of project improvements which has been destroyed or substantially damaged; the percentage which governs the application of the provisions of this section shall be the median of the three (3) estimates.

ARTICLE 11 EMINENT DOMAIN

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Areas and Facilities, the Members hereby appoint the Management Committee and such persons as the Management Committee may delegate to represent all of the Members in connection with the taking. The Management Committee shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Areas and Facilities, the rules as to restoration and replacement of the

Common Areas and Facilities and the improvements thereon shall apply as in the case of destruction of the improvements upon the Common Areas and Facilities. In the event of a total taking, the Management Committee shall distribute pro rata any award to the Members. The rights of an Owner and the Mortgagee of such Owner's Unit as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Unit.

ARTICLE 12 RIGHTS TO THE COMMON AREAS AND FACILITIES

12.1 Members' Right of Enjoyment. There is hereby reserved and established for the benefit of each Owner and such Owner's Occupants and Permittees a nonexclusive easement for use and enjoyment in and to the Common Areas and Facilities and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Unit, subject to the following provisions:

a. The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas and Facilities.

b. The right of the Association subject to the approval rights of Mortgagees pursuant to ARTICLE 15 hereof, to dedicate or transfer all or any part of the Common Areas and Facilities to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas and Facilities to a special tax assessment district or to the City, shall be effective unless approved by Members holding not less than two-thirds (2/3) of the voting power of the Members.

c. The right of the Association to establish, in cooperation with the City, a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of subsections 12.1(b) above, all or any portion of the Common Areas and Facilities to said district.

d. The right of a Unit Owner to use Limited Common Area appurtenant to his unit to the exclusion of others.

12.2 Waiver of Use. No member may exempt such Member from personal liability for Assessments duly levied by the Association, nor release the Unit owned by such Member from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and Facilities or the abandonment of his Unit.

ARTICLE 13 EASEMENTS

13.1 Owners' Rights and Duties: Utilities and Communication Lines. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

Silver Cliff Village Condominiums Declaration

a. Wherever sanitary sewer, water, electricity, gas, telephone and communication lines or drainage facilities are installed within the Property, there is hereby reserved and established for the benefit of the Owners of any Unit served by said lines or facilities a nonexclusive easement for the full extent necessary therefore, to enter upon the Units owned by others, in or upon said lines or facilities, or any portion thereof, to repair, replace and generally maintain said lines and facilities as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Unit caused by such entry as promptly as possible after completion of work thereon.

b. Wherever sanitary sewer, water, electricity, gas, telephone or communication lines or drainage facilities are installed within the Property, which lines or facilities serve more than one (1) Unit, the Owner of each Unit served by said lines or facilities shall be entitled to the full use and enjoyment of such portions of said lines or facilities which service such Owner's Unit.

c. The foregoing provisions of this Section shall not be deemed to give any Owner the right to connect to any utility line or facility without first complying with all the requirements of the utility company providing the service in question, including without limitation, the payment of all required connection fees and related charges.

13.2 Utilities. Easements over the Property for the installations and maintenance of electric, telephone, communication lines, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps of the Property are hereby reserved and established for the benefit of each Owner and their respective successors and assigns.

13.3 Common Area Easements. The following nonexclusive easements are hereby reserved and established for the benefit of each Owner and the Occupants and Permittees of each Owner:

a. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Unit and (1) the public streets and alleys now and hereafter abutting any portion of the Property; and (2) the Common Areas and Facilities; limited, however, to those portions of the Property which are improved by the Owner thereof from time to time for vehicular access ways as such portions may be relocated from time to time by such Owner.

b. Nonexclusive easements over, upon, across and between the access points and driving lanes from time to time established on each Unit for the purpose of providing ingress, egress, and access to (1) the easements hereby created; (2) the public streets and alleys now and hereafter abutting any portion of the Property; and (3) the Common Areas and Facilities.

c. Nonexclusive easements in and to the parking areas from time to time located on each Unit for access to and use for vehicular parking purposes.

ARTICLE 14
NATURE OF EASEMENTS AND RIGHTS GRANTED

Silver Cliff Village Condominiums Declaration

14.1 Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Property and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

14.2 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

- a. are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Units;
- b. create mutual equitable servitudes upon each Unit in favor of the other Units;
- c. constitute covenants running with the land; and
- d. shall bind every person or entity having any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision is to be performed on such portion.

ARTICLE 15 RIGHTS OF LENDERS

15.1 Filing Notice; Notices and Approvals. A mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee or its mortgage servicing contractor has delivered to the Management Committee a written notice stating that such Mortgagee is the holder of a mortgage encumbering a Unit within the Property. Such notice shall state whether such mortgagee is a First Mortgagee. Where the approval of any percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of the percentage of only those mortgagees which have delivered such notice to the Management Committee. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Management Committee. Any notice or request delivered to the Management Committee by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such a notice or request remain unchanged.

15.2 Priority of Mortgage Lien. No breach of the covenants, conditions, or restrictions herein contained nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering

any Unit but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Unit, except as otherwise provided in this Article.

15.3 Relationship with Assessments Liens.

a. The lien provided for in ARTICLE 3 hereof for the payment of Assessments shall be subordinate to the lien of any Mortgage only to the extent required by law, if any.

b. If any Unit subject to a monetary lien created by any provision hereof shall be subject to the lien of a Mortgage, the foreclosure of the lien of said Mortgage or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

c. Any Mortgagee who obtains title to a Unit by reason of any of the Events of Foreclosure, or any purchaser 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 accrue prior to the time such Mortgagee or purchaser takes title to the Unit, except for liens or claims for a share of such Assessments resulting from a reallocation of such Assessments to all Units within the Property.

d. Nothing in this Section shall be construed to release any Owner from his obligation to pay for any Assessment levied pursuant to this Declaration.

15.4 Other Rights of Institutional Mortgagees. Any Institutional Mortgagee, or its mortgage servicing contractor, shall, upon written request to the Association, be entitled to:

a. Inspect the books and records of the Association during normal business hours subject to the same limitations that a Member is entitled to under the law regarding inspection of the same; and

b. Upon written request, receive the annual audited financial statement, if any, of the Association ninety (90) days following the end of the Association's fiscal year; and

c. Receive written notice of all annual and special meetings of the Members or of the Management Committee, and Institutional Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give an Institutional Mortgagee the right to call a Meeting of the Management Committee or of the Members for any purpose or to vote at any such meeting; and

d. Receive written notification from the Association of any default in the

performance of the obligations imposed by this Declaration by the Owner whose Unit is encumbered by such Institutional Mortgage, which default has not been cured within sixty (60) days of a request therefore by the Association; provided, however, the Association shall only be obligated to provide such notice to Institutional Mortgagees whose written request thereof to the Association specifies the Unit or Units to which such request relates.

15.5 Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

15.6 Voting Rights of Institutional Mortgagees. In the event of a default by the Owner of any Unit in any payment due under the terms of any Institutional Mortgage or the promissory note secured thereby, the Institutional Mortgagee or his representative shall have the right, upon giving written notice to such defaulting Owner and the Association and placing of record a notice of default, to exercise the voting rights of such defaulting Owner attributable to such Unit at any regular or special meeting of the Members held during such time as such default may continue. Any such Owner's voting Rights shall be restored to him at such time as such default is cured.

ARTICLE 16 AMENDMENTS

16.1 Manner of Amending. This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting Members representing two-thirds (2/3) of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall be the prescribed percentage of affirmative votes required for action to be taken under that clause.

16.2 Amendments Proposed by Members. Any amendments to the Declarations proposed by an Association Member shall be submitted to the Management Committee at least 60 days before the Annual General Meeting or Special Meeting and shall then be presented by the Committee to the Unit Owners with the notice of the Annual General Meeting or Special Meeting. Any such amendments shall be proposed and seconded by at least three Unit Owners in order for them to be circulated by the Management Committee to all Unit Owners in advance of the Annual Meeting or Special Meeting and be included as an agenda item. This is not intended to restrict any Unit Owner from raising any lawful matter during the Annual Meeting or Special Meeting.

16.3 Consent to Amend. If an Owner consents to the Amendment of this Declaration or the Association bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

16.4 Mortgagee's Rights. No amendment may impair the validity or priority of the lien of any Mortgage held by any Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

16.5 Acceptance of Deed. By acceptance of a deed of conveyance to a Unit or Residence, each Owner thereby gives its full, irrevocable, and unqualified consent on behalf of

itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided in this Article.

ARTICLE 17
GENERAL PROVISIONS

17.1 Enforcement. Either the Association or any Owner shall have the right to enforce by proceedings at law or in equity, including by injunction or preliminary injunction, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations, and the right to recover damages for such violation; provided, however, that the Association shall have the exclusive right to enforce assessment liens. The Association or any Member shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles, Bylaws, or Association Rules, and any amendments thereto. Failure by the Association, Declarant, or by any Member to enforce any covenant, condition, or restriction herein contained, or the Articles and the Bylaws, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

17.2 Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

17.3 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

17.4 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, Occupants, heirs, successors and assigns, perpetually unless terminated.

17.5 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of residential units on the Property and for the maintenance of the Property and the Common Areas and Facilities. 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.

17.6 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

17.7 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenants, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law

or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

17.8 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, or in any suit that arises out of or relates to an Owner's ownership of a Unit, or statutes related to the same, 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 such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be an Individual Assessment with respect to the Unit involved in the action.

17.9 Notices. Any notice to be given to an Owner or Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

a. Notice to an Owner shall be deemed to have been properly delivered when delivered personally, sent by fax or email, 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 sent by fax or email shall be deemed delivered the earlier of twenty-four (24) hours after being sent or confirmed receipt. Any notice deposited in the mail shall be deemed delivered the earlier of forty-eight (48) hours after such deposit or upon confirmed receipt. 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 on all such co-Owners.

b. Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice.

17.10 Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Property and each and every Unit and portion thereof. 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 and regulations applicable thereto.

17.11 Personal Covenant. To the extent the acceptance of a conveyance of a Unit creates a personal covenant between the Owner of such Unit and the Association or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

17.12 Non-liability of Officials. To the fullest extent permitted by law, neither the

Management Committee, nor any other committee of the Association or any member of such Management Committee or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Management Committee, committees or persons reasonably believed to be the scope of their duties.

IN WITNESS WHEREOF, the Association adopted this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for and respecting Silver Cliff Village Condominiums with the necessary approval of Unit owners as required by Article XXVII of the Prior Declaration, on the 10 day of November, 2019.

SILVER CLIFF VILLAGE CONDOMINIUMS

BY: [Signature]

TITLE: COA President

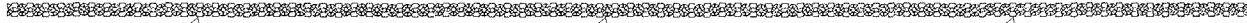
STATE OF UTAH)
) SS:
COUNTY OF SUMMIT)

On the _____ day of _____, 2019, who by me being duly sworn, did say that he/she is the _____ of Silver Cliff Village Condominiums and that the foregoing instrument was properly ratified by a majority of the Unit Owners.

Karin Rendon
Notary Public
Please See Attached Certificate

CALIFORNIA JURAT

GOVERNMENT CODE § 8202



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

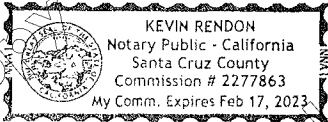
County of Santa Cruz

Subscribed and sworn to (or affirmed) before me on

this 10 day of November, 2019, by
Date Month Year

(1) David C. Ryan

(and (2) N/A),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

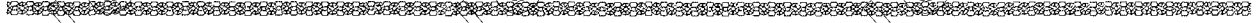
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Silver Cliff Condominiums Declaration

Document Date: 11/10/2019 Number of Pages: 60+1

Signer(s) Other Than Named Above: N/A



**EXHIBIT A
LEGAL DESCRIPTION**

Legal Description and Parcels: Silver Cliff Village Condominiums

Parcels:

SCV-100
SCV-101
SCV-102
SCV-103
SCV-104
SCV-105
SCV-106
SCV-107
SCV-108
SCV-201
SCV-202
SCV-203
SCV-204
SCV-205
SCV-206
SCV-207
SCV-208
SCV-301
SCV-302
SCV-303
SCV-304

Units 100, 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303 & 304, in SILVER CLIFF VILLAGE, a Utah Condominium Project together with an undivided 100% ownership in the common areas and facilities according to the Condominium Declarations and the Record of Survey recorded January 6, 1982 as Entry No.'s 187229 and 187228, respectively in the office of the Summit County Recorder.

ALSO described as:
BEGINNING at the most Westerly corner of Block 24, SNYDER'S ADDITION TO PARK CITY, UTAH, according to the official plat thereof on file in the official records in the Recorder's Office, Summit County, State of Utah, and running thence North 54°01' East along the block line 175.00 feet; thence South 35°59' East 224.92 feet; thence South 54°01' West 77.98 feet; thence North 35°59' West 70.92 feet; thence South 54°01' West 97.02 feet; thence North 35°59' West along the block line 154.00 feet to the point of BEGINNING.

**EXHIBIT B
ALLOCATED INTEREST OF EACH UNIT AND ASSIGNED PARKING SPACES**

SILVER CLIFF VILLAGE CONDOMINIUMS

OWNERSHIP OF COMMON AREAS AND ASSIGNMENT OF
PARKING SPACES AS LIMITED COMMON AREA

<u>Unit No.</u>	<u>Par Value</u>	<u>Share of Ownership of Common Areas and Facilities</u>	<u>Parking Space No.</u>
100	4,500	.0450	1
101	4,350	.0435	2
102	4,280	.0428	3
103	4,280	.0428	4
104	4,340	.0434	5
105	4,430	.0443	6
106	4,350	.0435	7
107	4,350	.0435	8
108	4,390	.0439	9
201	4,500	.0450	10
202	4,350	.0435	11
203	4,350	.0435	13
204	4,460	.0446	14
205	5,390	.0539	15
206	5,360	.0536	16
207	5,360	.0536	19
208	5,390	.0539	20
301	5,440	.0544	21
302	5,360	.0536	22
303	5,360	.0536	23
304	5,410	.0541	24
	<u>100,000</u>	<u>1.0000</u>	

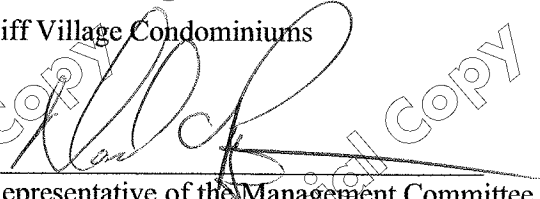
**EXHIBIT C
CERTIFICATE OF APPROVAL**

The undersigned, being duly authorized Directors of the Silver Cliff Village Condominiums, being duly sworn, certify as follows:

1. Attached to this Certification is the AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS OF SILVER CLIFF VILLAGE CONDOMINIUMS, a Condominium Development situated in Park City, Summit County, State of Utah.
2. The Prior Declaration and other proceeding amendment(s) were properly amended by 66.66% of the Association's membership.
3. The Association authorized the recording of the Amended and Restated Declaration with this Certificate.

Dated: November 10, 2019

Silver Cliff Village Condominiums

By: 
Representative of the Management Committee

Attest: 
Co-member of the Management Committee

STATE OF FLORIDA
COUNTY OF POLK

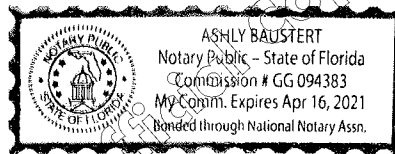
The foregoing instrument was acknowledged before me on November 18, 2019,
by MARK E. CLEMENTS, who identified this instrument as Silver Cliff Village Condominiums
Declaration and signed the instrument willingly, and who is personally known to me or who
[] has produced a Driver's License or Identification Card as identification.

Ashly Baustert

Notary Public - State of Florida

My Commission No.

My Commission Expires:



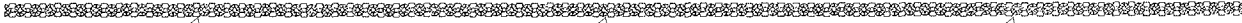
STATE OF UTAH)
) ss
COUNTY OF SUMMIT)

On the ___ day of _____, 2019, personally appeared before me _____ and _____, who being by me duly sworn did say, each for himself or herself, that they are duly elected members of the Association's Management Committee, and that the foregoing instrument was duly approved by the Unit Owners.

Kevin Remken
NOTARY PUBLIC
Please See Attached
Certificate

CALIFORNIA JURAT

GOVERNMENT CODE § 8202



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

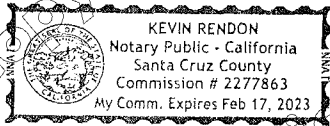
County of Santa Cruz

Subscribed and sworn to (or affirmed) before me on

this 10 day of November, 2019, by
Date Month Year

(1) David C. Ryan

(and (2) N/A),
Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]

Signature of Notary Public

OPTIONAL

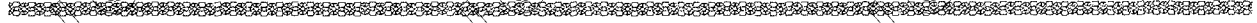
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Silver Cliff Condominiums Declaration

Document Date: 11/10/2019 Number of Pages: 60 + 1

Signer(s) Other Than Named Above: N/A



**EXHIBIT D
BYLAWS**

**Amended and Restated BYLAWS
OF
SILVER CLIFF VILLAGE CONDOMINIUMS
SUMMIT COUNTY, UTAH**

THESE AMENDED AND RESTATED BYLAWS OF THE SILVER CLIFF VILLAGE CONDOMINIUMS are effective upon recording in the Summit County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS FOR SILVER CLIFF VILLAGE CONDOMINIUMS ("Declaration").
2. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, recorded prior to the date of these Bylaws.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Unit Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in the Silver Cliff Village Condominiums Declaration shall have the same meanings when used in these Bylaws.

ARTICLE II APPLICATION

All present and future Unit Owners, tenants, or any other persons who may use the facilities at Silver Cliff Village Condominiums in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Units or parts thereof, or the mere act of occupancy or use of any said Units or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

ARTICLES III MEMBERS

3.1 Annual Meetings. The annual meeting of the Members shall be held each year on a day and at a time established by the Management Committee which shall be on or between October 1st and December 31st. At each annual meeting, the Management Committee shall present to the Members an analysis of all Reserve Funds as to their adequacy and projects underway that are funded thereby. The purpose of the annual meeting is to elect Management Committee Members and transact such other business as may come before the meeting. If the election of Management Committee Members cannot be held at the annual meeting of the Members, or at any

adjournment thereof, the Management Committee shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by a majority of the Management Committee, the President, or upon the written request of Members holding not less than thirty percent (30%) of the voting interests of the Association. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 20 days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same. Notwithstanding the foregoing, any proposal by a Member to amend the Declaration shall require sixty (60) days' notice prior to a Special Meeting held regarding the proposal.

3.3 Place of Meetings. The Management Committee may designate any place in Summit County, State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting called by the Management Committee. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association. A waiver of notice signed by all of the members of the Association may designate any place, within the State of Utah, as the place for holding such meeting.

3.4 Notice of Meetings of the Members. The Management Committee shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than 15 days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's address registered with the Association, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be the Member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

3.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she is in full compliance with all of the terms, covenants, conditions of the Declaration, or these Bylaws, and shall have fully paid his or her share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Committee may designate a record date, which shall be no more than sixty (60) and no less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members 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 members of record entitled to notice of and to vote at the meeting of the members and any adjournments thereof.

3.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast more than fifty percent (50%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting and reschedule for a time no earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. The presence of Members and holders of proxies entitled to cast more than twenty-five percent (25%) of the voting interests of the Association shall constitute a quorum for the transaction of business at the rescheduled meeting.

3.8 Proxies. At each meeting of the Members, each Member 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 Member or by the Member'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 Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, 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. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.9 Votes. With respect to each matter submitted to a vote of the Members, each Member 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 Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members 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 Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. Each Member shall be entitled to a voting interest equal to such Member's fractional ownership interest in the Common Areas and Facilities. When more than one person owns a portion of the interest in a Unit, each such person shall be a Member, but the vote for such Unit shall be exercised as they among themselves determine. Absent any other

agreement among co-Owners of a single Unit, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the vote for the Unit, and (ii) if multiple co-Owners appear at an Association meeting, each co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Unit. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Management Committee or of the Owners shall be deemed waived if no 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. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed a waiver on any notice requirements.

3.11 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting.

3.12 Time of Meetings. In no event shall any member meeting commence later than 7:30 p.m. Mountain Time.

ARTICLE IV MANAGEMENT COMMITTEE

4.1 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, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Management Committee shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted accounting principles and shall be audited at least once a year by an auditor independent of the organization, as required by the Declaration. The Management Committee may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable

4.2 Number, Tenure, and Qualifications. The Management Committee shall be composed of at least three (3) and no more than five (5) persons, each of whom shall be an owner of a Unit in the Project and shall meet the qualifications in the Declaration. Each Management Committee Member shall hold his position for two (2) years or until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. The terms of the Management

Committee Members shall be staggered.

4.3 Regular Meetings. The Management Committee shall hold regular Meetings at least quarterly, at the discretion of the Management Committee. The Management Committee may designate any place in Summit County, Utah as the place of Meeting for any regular Meeting called by the Management Committee. Meetings may also be held with Management Committee Members appearing telephonically so long as any Management Committee Member appearing telephonically consents to such appearance. If no designation is made, the place of the Meeting shall be at the residence of the President of the Association.

4.4 Special Meetings. Special Meetings of the Management Committee may be called by the President, Vice President, or a majority of the Management Committee Members on at least five (5) days prior notice to each Management Committee Member. The person or persons authorized to call special Meetings of the Management Committee may fix any place, within Summit County, as the place for holding the Meeting. Notice shall be given personally, by regular U.S. Mail at such Management Committee Member's registered address, by email, or by telephone. 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 Management Committee Member may waive notice of a Meeting.

4.5 Notice to Owners of Meetings of the Management Committee. The Management Committee shall cause written notice of the date, time, and place for all Meetings of the Management Committee to be sent to each Owner who has requested such notice. Such written notice shall be delivered no less than 48 hours prior to the Meeting except that, when a Meeting is called to address an emergency and each member of the Management Committee receives less than 48-hours' notice of the Meeting, such Owners shall receive notice equal to that received by the members of the Management Committee. Notice to Owners under this Section 4.5 shall be sent via email and shall be deemed delivered when sent to the Owner's email address provided to the Association. Such provided email address may be changed from time to time by notice in writing to the Association. If members of the Management Committee may attend the Meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means.

4.6 Meetings of the Management Committee Open to Owners. Each Meeting of the Management Committee shall be open to each Owner except that the Management Committee may close a Meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each Meeting of the Management Committee, each Owner shall be provided a reasonable opportunity to offer comments; the Management Committee may limit comments of the Owners to a specific time period during the Meeting.

4.7 Quorum and Manner of Action. A majority of the then authorized number of Management 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 Management Committee

Members present at any Meeting at which a quorum is present and for which proper notice was provided to the Management Committee Members shall be the act of the Management Committee. The Management Committee Members shall act only as the Management Committee, and individual Management Committee Members shall have no powers as such.

4.8 Action without a Meeting. Any action that the Management Committee is required or permitted to take at a Meeting of the Management Committee may be taken without a Meeting. Action taken without a Meeting has the same effect as action taken at a Meeting. Action without a meeting includes action taken by email, text, or other means that does not involve the members of the Board communicating orally in real time.

4.9 Compensation. No Management Committee Member shall receive compensation for any services that such member may render to the Association as a Management Committee Member; provided, however, that a Management Committee Member may be reimbursed for expenses incurred in performance of such duties as a Management Committee Member to the extent such expenses are approved by a majority of the other Management Committee Members. Nothing herein contained shall be construed to preclude any Management Committee Member from serving the Project in any other capacity and receiving compensation therefore.

4.10 Resignation and Removal. A Management Committee Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Management Committee Member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of two-thirds (2/3) of the voting interests of the Association. A Management Committee Member may also be removed by the affirmative vote of a majority of the other Management Committee Members with or without cause.

4.11 Vacancies and Newly Created Management Committee Memberships. If vacancies shall occur in the Management Committee by reason of the death, resignation, disqualification, or removal of a Management Committee Member as provided in Section 4.10, the Management Committee Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Management Committee Members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee Member by the Members may be filled by election by the Members at the meeting at which such Management Committee Member is removed. Any Management Committee Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.12 Waiver of Notice. Before or at any Meeting of the Management Committee, any Management Committee Member may waive notice of such Meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Management Committee Member at any Meeting thereof shall be a waiver of notice by that Management Committee Member of the time, place, and purpose thereof.

4.13 Adjournment. The Management Committee may adjourn any Meeting from day to day for such other time as may be prudent or necessary, provided that no Meeting may be adjourned for longer than thirty (30) days.

4.14 Nomination and Election of Management Committee Members. Nomination for election to the Management Committee shall be made by the Members of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting. Nominations may also be made from the floor at the annual meeting of Members. Members of the Management Committee shall be elected either by a voice vote or by secret written ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. No two Management Committee Members shall be related by blood or marriage nor shall any Management Committee Member share joint ownership in a Unit with another Management Committee Member.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Management Committee. The Management Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine.

5.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee annually at the first regular Meeting of the Management Committee following the annual meeting of the Members. Officers who are also members of the Management Committee shall serve for a term equal to their term as a Director. Officers who are not also members of the Management Committee shall serve for a term determined by the Management Committee. In the event of failure to choose officers at such regular Meeting of the Management Committee, officers may be chosen at any regular or special Meeting of the Management Committee. Each such officer (whether chosen at a regular Meeting of the Management Committee or otherwise) shall hold such office at least until the next ensuing regular Meeting of the Management Committee and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, 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 (if any), Secretary, and Treasurer may be, but are not required to be, Management Committee Members of the Association.

5.3 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 Management Committee Members of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Management Committee Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Any officer may be removed and replaced upon the affirmative vote of a majority of the Management Committee at any time, with or without cause.

5.5 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.

5.6 The President. The President shall be the chief executive of the Association. The President shall preside at Meetings of the Management Committee and at meetings of the Members. 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" or "The Modern 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.

5.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Management Committee may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8 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 Members and at any Meeting of the Management Committee. The Treasurer shall perform such other duties as required by the Management Committee. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant these Bylaws.

5.9 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 VI COMMITTEES

6.1. Designation of Committees. The Management Committee may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers ("Committee" for purposes of this Article). The membership of each such Committee designated hereunder shall include at least one (1) Management Committee Member ("Committee Member" for purposes of this Article). No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the 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.

6.2 Proceeding 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.

6.3 Quorum and Manner of Acting. At each Meeting of any Committee designated hereunder by the Management Committee, the presence of Committee Members constituting at least a majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any Meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Management Committee hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Management Committee.

6.4 Resignation and Removal. Any Committee Member 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 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 Committee Member designated by it thereunder.

6.5 Vacancies. If any vacancy shall occur in any Committee designated by the Management Committee due to disqualification, death, resignation, removal, or otherwise, the remaining Committee 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 Committee Members are remaining, may continue to act. Such vacancy may be filled at any Meeting of the Management Committee.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification – Third Party Actions. The Association shall indemnify any person who was or is a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Management Committee Member, a member of a sub-committee, or an officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he

reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification – Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Management Committee Member, a member of sub-committee, or an officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, provided, however, that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determination. To the extent that a person who is or was a Management Committee Member, a member of a sub-committee, or an officer of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances and that he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made by a quorum of Management Committee Members. If the Management Committee cannot authorize indemnification because the number of Management Committee Members who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Management Committee Members who are not parties to that proceeding, the disinterested Management Committee Members shall, in their sole discretion, either (a) appoint independent legal counsel who shall make the determination regarding indemnification in a written opinion, or (b) cause that the determination regarding indemnification be made by the Members of the Association by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose

7.4 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 Management Committee Member, officer, or employee of the Association or is or was serving at the request of the Association as a Management 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 VII.

7.5 Settlement by the 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 VIII RECORDS, AUDITS, AND FISCAL YEAR

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act. The Management Committee may establish provisions related to the maintenance of Association records by resolution.

8.1 General Records. The Management Committee or managing agent for the Association shall keep records of the actions of the Management Committee and managing agent or manager; minutes of the Meetings of the Management Committee; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property. At each Meeting of the Management Committee, the minutes of the previous Meeting of the Management Committee shall be presented to the Management Committee for approval by a majority vote; the minutes of any meeting of the Members shall be presented to the Management Committee at the next Meeting of the Management Committee for approval by a majority vote; after the minutes of a meeting of the Members have been approved by the Management Committee by a majority vote, such minutes shall be presented to the Members at the next meeting of the Members for approval by a majority vote.

8.2 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Management Committee to all Owners and to all First Mortgagees of Units who have requested notice of certain matters from the Association in accordance with this Declaration ("Eligible Mortgagee" for purposes of this Article).

b. From time to time the Management Committee, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Eligible Mortgagees of Units. At any time any Owner or Eligible Mortgagee may, at such Owner's or Eligible Mortgagee's own expense, cause an audit or inspection to be made of the books and records of the Association.

8.3 Inspection of Records by Owners. Except as provided in Section 8.4 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Unit pursuant to Rules adopted by resolution of the Management Committee. The Management Committee, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by

its designee that assists the Association in furnishing this information.

8.4 **Records Not Subject to Inspection.** Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- a. Personnel matters relating to a specific identified person or a person's medical records;
- b. Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services;
- c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation;
- d. Disclosure of information in violation of law;
- e. Documents, correspondence or Management Committee reports compiled for or on behalf of the Association or the Management Committee by its agents or committees for consideration by the Management Committee in executive session;
- f. Documents, correspondence, or other matters considered by the Management Committee in executive session; or
- g. Files of individual Owners, other than those of a requesting Owner or requesting Eligible Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

ARTICLE IX ASSOCIATION RULES

9.1 **Establishment of Association Rules.** The Management Committee shall have the authority to adopt and establish by resolution such management and operational Association Rules as it may deem necessary for the maintenance, operation, management, and control of the Project.

9.2 **Amendment.** The Management Committee may from time to time, by resolution, alter, amend, and repeal such Association Rules subject to the provisions of the Declaration and these Bylaws.

9.3 **Enforcement.** Owners shall use their best efforts to see that the Association Rules are strictly observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Association Rules shall apply and be binding upon all Unit Owners of the Project.

9.4 **Copies of Rules.** Copies of all Association Rules and resolutions adopted by the Management Committee shall be sent to all Unit Owners.

**ARTICLE X
AMENDMENTS**

Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than fifty-one percent (51%) of the total votes of the Association.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

11.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

EXECUTED this 10 day of November, 2019.

SILVER CLIFF VILLAGE CONDOMINIUMS

BY: _____

TITLE: COA President

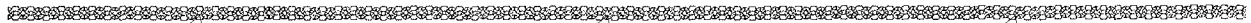
STATE OF UTAH)
) SS:
COUNTY OF SUMMIT)

On the ____ day of _____, 2019, personally appeared before me _____ who by me being duly sworn, did say that he/she is the _____ of Silver Cliff Village Condominiums and that the foregoing instrument was approved by at least 51% of the voting interests of the Association.

Kevin Rendon
Notary Public *Please See Attached Certificate*

CALIFORNIA JURAT

GOVERNMENT CODE § 8202



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

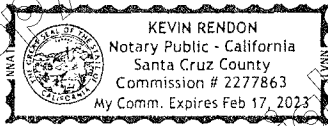
County of Santa Cruz

Subscribed and sworn to (or affirmed) before me on

this 10 day of November, 2019, by
Date Month Year

(1) David C. Ryan

(and (2) N/A),
Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above . . .

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Silver Cliff Condominiums Declaration

Document Date: 11/10/2019 Number of Pages: 6011

Signer(s) Other Than Named Above: N/A

