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3/12/2013 12:41:00 PM \$217.00
Book - 10116 Pg - 3828-3882
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For Tax Parcel numbers, see Exhibit "A"

AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUGARPLUM,
A PLANNED UNIT DEVELOPMENT

Located in Salt Lake County, Utah

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AMENDED AND RESTATED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUGARPLUM,
A PLANNED UNIT DEVELOPMENT

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUGARPLUM, A PLANNED UNIT DEVELOPMENT, is adopted and assented and agreed to by EMIGRATION PLACE DEVELOPMENT, L.C., a Utah limited liability company and the successor Declarant under the Original Declaration described herein below, and the undersigned Members of SUGARPLUM MASTER HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation.

WHEREAS, on July 27, 1983, Sorenson Resources Company, a Utah corporation, executed that certain Master Declaration of Covenants, Conditions and Restrictions of Sugarplum a Planned Unit Development (the "Original Declaration"), which was recorded on August 12, 1983, as Entry No. 3830328, in Book 5482, Page 1173 at the office of the Salt Lake County Recorder. An Amendment to Master Declaration of Covenants, Conditions and Restrictions of Sugarplum a Planned Unit Development (the "First Amendment") was executed by Emigration Place Development, L.C., as successor declarant, on March 29, 2006, and recorded on March 29, 2006, as Entry No. 9678292, in Book 9273, Page 1439 at the office of the Salt Lake County Recorder. The Original Declaration, as amended by the First Amendment, is hereinafter referred to as the "Declaration";

WHEREAS, the Declaration affects certain real property (the "PUD") located in the Town of Alta, Salt Lake County, commonly known as Lots 1 through 9, and Lot A, Sugarplum, a Planned Unit Development, and more particularly described on Exhibit "A" attached hereto and incorporated by reference herein;

WHEREAS, at the time of recording of the Declaration, the PUD was depicted on a map (the "Original Map") entitled "Sugarplum a Planned Unit Development located in Section 6, T3S, R3E, SLB&M", recorded August 12, 1983, as Entry No. 3830327, in Book 83-8, Page 99 at the office of the Salt Lake County Recorder. Subsequently, an amended map (the "Amended Map") was prepared for the Property and recorded on November 26, 1984, as Entry No. 4019736, in Book 84-11 of Plats, Page 181 at the office of the Salt Lake County Recorder;

WHEREAS, the Declaration provides for a master association to control certain aspects of the PUD, to be known as Sugarplum Master Homeowners Association, a Utah nonprofit corporation (the "Master Association"). The Master Association has been or will be legally incorporated by the filing of Articles of Incorporation with the Utah Department of Commerce, Division of Corporations and Commercial Code;

WHEREAS, Section 13.2 of the Declaration provides that the Declaration may be amended upon the vote or written assent of a majority of the total voting power of the Master

Association and a majority of the total voting power of the Master Association other than Declarant; and

WHEREAS, by this instrument, the undersigned desire and intend to amend the Declaration and to restate the Declaration in its entirety as so amended.

NOW, THEREFORE, the undersigned Declarant and Members hereby amend and restate the Master Declaration of Covenants, Conditions and Restrictions of Sugarplum, a Planned Unit Development, as follows, and agree to be bound by this Amended and Restated Declaration:

AMENDED AND RESTATED
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUGARPLUM,
A PLANNED UNIT DEVELOPMENT

It is hereby declared that the PUD and each Lot (as defined herein) now or hereafter in existence in the PUD shall be held, sold, conveyed, leased, rented, encumbered and used subject to this Amended and Restated Declaration as to division, easements, rights, assessments, liens, charges, covenants, servitudes, restrictions, limitations, conditions and uses to which the PUD may be put, hereby specifying that this Amended and Restated Declaration shall operate for the mutual benefit of all Owners of the PUD and shall constitute covenants to run with the land and shall be binding on and for the benefit of Declarant, its successors and assigns, the Master Association, its successors and assigns, and all subsequent Owners of all of any part of the PUD, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, for the benefit of the PUD.

ARTICLE I
DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Amended and Restated Declaration are defined as follows:

1.1 “Act” shall mean the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code, as amended, or any successor statute hereinafter enacted.

1.2 “Amended and Restated Declaration” shall mean this instrument as amended from time to time.

1.3 “Articles” shall mean the Articles of Incorporation of the Master Association as amended from time to time.

1.4 “Assessments” shall mean the Regular and Special Assessments levied against each Maintenance Association, Lot or Unit by the Master Association as provided in Article VI.

1.5 “Board” shall mean the Board of Trustees of the Master Association.

1.6 “Bylaws” shall mean the Bylaws of the Master Association as amended from time to time.

1.7 “Condominium”, “Condominium Unit”, “Condominium Record of Survey Map” and “Condominium Project” shall have the meanings given to those terms in the Act.

1.8 “Condominium Building” shall mean a Structure containing two or more Condominium Units, constituting all or a portion of a residential or commercial Condominium Project.

1.9 “Common Area” shall mean (i) the property designated as Lot “A” on the Map, as the same may be amended from time to time, together with any real property within the Project, which is owned by the Master Association for the use and benefit of the Members, and (ii) any leases, easements, or other rights over Project property which are owned by the Master Association for the use and benefit of the Members.

1.10 “Declarant” shall mean Emigration Place Development, L.C., a Utah limited liability company, or any successor-in-interest by merger or by express assignment of the rights of Declarant hereunder by an instrument executed by Declarant and (i) recorded in the Office of the Salt Lake County Recorder, and (ii) filed with the Secretary of the Master Association.

1.11 “Developer” shall mean any person, other than Declarant, who owns one or more Lots or five or more Units in the Project for the purpose of selling or leasing them to members of the general public.

1.12 “Dwelling” shall mean a residential dwelling unit together with garages and/or other attached Structures on the same Lot, and in the case of a Condominium all elements of a Condominium Unit as defined in the Act, the Declaration of Covenants, Conditions and Restrictions or Condominium Record of Survey Map for the Condominium Project in which such Unit is included.

1.13 “Improvement” shall mean Structures, as defined herein, plants such as trees, hedges, shrubs and bushes and landscaping of every kind. “Improvement” shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon, under or across any portion of the Project. “Improvement” shall also mean any utility line, conduit, pipe or other related facility or equipment.

1.14 “Individual Charges” shall mean those charges levied against an Owner by the Master Association as provided in Section 6.5.

1.15 “Lot” shall mean one of the nine (9) parcels in the Project designated on the map as Lots 1-9, inclusive, each of which is designed to be improved with a Condominium Building, or another Structure, as described herein. The term “Lot” as used herein does not include Lot A of the PUD, which is the Common Area. One or more Lots may be improved in such a manner

as to constitute a “phase” in the development of the Project, in compliance with Section 22-9-6 of the Uniform Zoning Ordinance of the Town of Alta, Utah.

1.16 “Maintenance Association” shall mean any incorporated or unincorporated association of Lot or Unit Owners (other than the Master Association) which is now or hereafter formed by operation of law or by the execution and filing of certain documents to facilitate the management, maintenance and/or operation of any portion of the Project (i) which portion of the Project is owned by a group of owners of Condominium Units or who are members of such association; or (ii) which portion of the Project is owned by such association for the benefit of a group of owners who are members of such association. Any association of unit owners (as defined in the Act) of a Condominium Project in the Project shall be referred to herein as a “Maintenance Association”. As of the date of this instrument, the Maintenance Associations are as identified on Exhibit “B” attached hereto and incorporated by reference herein.

1.17 “Map” shall mean that subdivision map or P.U.D. plat entitled “Sugarplum, a Planned Unit Development located in Section 6, T3S, R3E, SLB&M (Amended)” recorded on November 26, 1984, as Entry No. 4019736, in Book 84-11 of Plats, Page 181 at the office of the Salt Lake County Recorder, as the same may be amended from time to time, and which is incorporated herein by this reference.

1.18 “Master Association” shall mean the SUGARPLUM MASTER HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation, the Members of which shall be Declarant and each of the Maintenance Associations organized within the Project.

1.19 “Member” shall mean a member of the Master Association as provided herein.

1.20 “Mortgage” shall mean a mortgage or deed of trust encumbering a Lot or Unit or other portion of the Project. A “Mortgagee” shall include the beneficiary under a deed of trust. A “First Mortgage” or “First Mortgagee” is one having priority as to all other Mortgages or holders of Mortgages encumbering the same Lot or Unit or other portion of the Project. A “First Mortgagee” shall include any holder, insurer, or guarantor of a First Mortgage on a Lot or Unit or other portion of the Project. Any and all Mortgagee protections contained in the Project Documents shall also protect Declarant as the holder of a Mortgage or other security interest in any Lot or Unit in the Project.

1.21 “Owner” shall mean the person or entity holding a record fee simple ownership interest in a Lot or Unit, including Declarant, as well as vendees under installment purchase contracts. “Owner” shall not include persons or entities who hold an interest in a Lot or Unit merely as security for the performance of an obligation. In the case of Lots, “Owner” shall include the record owner or contract vendee of each Lot until the filing of a declaration of condominium and record of survey map with respect to the improvements constructed on such Lot. Thereafter, “Owner” shall refer to the individual owners and contract vendees of Units in the Condominium Project constructed on such Lot.

1.22 “Project” shall mean the real property located in Salt Lake County, Utah and more particularly described as:

Lots 1 through 9, inclusive, as shown on that certain map entitled "Sugarplum, a Planned Unit Development located in Section 6, T3S, R3E, SLB&M (Amended), recorded on November 26, 1984, as Entry No. 4019736, in Book 84-11 of Plats, Page 181 at the office of the Salt Lake County Recorder, as the same may be amended from time to time, any portions of the Common Area approved in the future for the development of Units by the Town of Alta and the Master Association, and all improvements now or hereafter erected thereon.

1.23 "Project Documents" shall mean the Articles, Bylaws, Amended and Restated Declaration, and Rules and Regulations of the Master Association.

1.24 "PUD" shall mean the entire property described on Exhibit "A" and shown on the Map. The metes and bounds description of the PUD is set forth in the attached Exhibit "A".

1.25 "Rules and Regulations" shall mean the rules and regulations promulgated by the Master Association to further govern the possession, use and enjoyment of the Common Area, as amended from time to time.

1.26 "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property including but not limited to any Dwelling, as defined herein, building, garage, driveway, walkway, concrete pad, asphalt pad, gravel pad, porch, patio, shed, greenhouse, bathhouse, tennis court, pool, barn, stable, fence, wall, pole, sign, antenna, or tent.

1.27 "Unit" shall mean each Condominium Unit or Dwelling approved by the Town of Alta to be built in the Project, whether or not now built.

ARTICLE II

DESCRIPTION OF PUD; RIGHTS OF OWNERS

2.1 Description of PUD

2.1.1 PUD

The PUD shall consist of all of the real property described in attached Exhibit "A", and all of the improvements thereon.

2.1.2 Lots

The Project shall consist of nine Lots, and any portions of the Common Area approved in the future for the development of Units by the Town of Alta and the Master Association, each of which have been or are to be improved with one or more Dwellings, Condominium Buildings, commercial buildings and facilities, parking facilities or appurtenant Structures or facilities. The Lots do not include the Common Area.

2.1.3 Maintenance Associations

There shall be several Maintenance Associations organized in the Project. Each Lot and each Unit in the Project shall be included in a Maintenance Association (commonly referred to as a homeowners' or unit owners' association) created for the purpose of operating, maintaining and governing the use of the improvements and the common areas and facilities constructed or naturally existing on the Lot(s) included in each Maintenance Association. Each Maintenance Association shall assess and collect fees from its members, in accordance with the provisions of its governing instruments, to cover the cost of its activities and responsibilities. It is anticipated that each Condominium Project shall establish its own Maintenance Association, although there may be one or more Condominium Buildings in any Condominium Project. A Maintenance Association may be limited to a single Lot and the improvements thereto, or may be comprised of two or more Lots or portions of Lots and the improvements thereto, at the discretion of the Owner(s) of such Lots, and pursuant to the provisions of Utah State Law.

2.1.4 Density

The Project is currently zoned for the construction of a maximum of 100 Units. Exhibit "B" attached hereto and incorporated by reference herein, shows the Lot number, common project name, number of Units, and number of votes associated with each of the currently existing Maintenance Associations in the Project.

2.1.5 Common Area

The Common Area shall consist of (i) the property designated as Lot "A" on the Map, (ii) all real property and Improvements thereto within the Project, which are owned and maintained by the Master Association for the use and benefit of the Members, including any roads and/or drainage systems which are not situated entirely on any single Lot, and (iii) any leases, easements, or other rights over Project property which are owned by the Master Association for the use and benefit of the Members. No residential or commercial Structures shall be constructed on the Common Area unless approved by the Town of Alta and by all Owners whose Units will be detrimentally affected by the Structure.

2.1.6 Incidents of Lot Ownership, Inseparability

Every Lot and Unit shall have appurtenant to it a non-exclusive easement for use, enjoyment, ingress and egress over the Common Area subject to such restrictions and limitations as are contained in the Project Documents and subject to other reasonable regulation by the Master Association. Such interests shall be appurtenant to and inseparable from ownership of the Lot or Unit. Any attempted sale, conveyance, hypothecation, encumbrance or other transfer of these interests without the Lot or appurtenant Unit shall be null and void. Any sale, conveyance, hypothecation, encumbrance or other transfer of a Lot or Unit shall automatically transfer these interests to the same extent.

2.1.7 Maintenance Association's Obligation to Maintain

Each Maintenance Association shall be responsible for the maintenance of its respective Lot or Lots in the Project pursuant to a recorded declaration of covenants, conditions and restrictions with respect to such Lot or Lots. This maintenance obligation shall include, without limitation, snow removal, repairing and replacing of all of the private roads in the Lot or Lots.

The Master Association shall be responsible to maintain, as a common expense of the Project, all private roads within the PUD to the extent the roads lie outside of the boundaries of any Lot, including, without limitation, snow removal, repairing and replacing the same. The Master Association shall assess each Maintenance Association for its share of the cost of such maintenance, repair and replacement as follows:

- (a) The expense of maintaining the section of South Blackjack Road running south from the Alta Bypass Road to the point of the southernmost entry to Lot 6 (described and depicted as the "Maintenance Point" on Exhibit "C" attached hereto and incorporated by reference herein) will be borne by the Maintenance Associations having responsibility for Lots 4, 5, 6, 7, 8 and 9, in proportion to the number of Units in each such Lot.
- (b) Subject to clause (c)(ii) below, the expense of maintaining the section of South Blackjack Road running south from the southernmost entry to Lot 6 (described and depicted as the "Maintenance Point" on Exhibit "C") to the southernmost end of South Blackjack Road will be borne by the Maintenance Associations having responsibility for Lots 4, 5, 8 and 9, in proportion to the number of Units in each such Lot.
- (c) Notwithstanding the foregoing:
 - (i) The Master Association may enter into agreements with owners of adjacent properties who use or receive benefit from private roads within the Project by which the adjacent property owners agree to bear a portion of the maintenance expense of the segments of such private roads used by or benefitting the adjacent property owners. In that event, the contribution received from such adjacent property owners will be deducted from the expense which would otherwise be assessed to Maintenance Associations for those road segments.
 - (ii) Maintenance Associations responsible to pay for the maintenance of any private road or section of private road may mutually agree in writing among themselves to allocate the expenses of maintaining the road or section in a different manner than described above.

Each Maintenance Association shall maintain, repair and replace its area of responsibility and all improvements thereon, in a safe and sanitary condition. Such maintenance responsibility shall include, but shall not be limited to, the control of rubbish, trash,

garbage and landscaping visible from other portions of the Project. In the event that a Maintenance Association fails to maintain its area of responsibility as provided herein, the Board shall notify the Maintenance Association of the work required and demand that it be done within a reasonable and specified period. In the event that the Maintenance Association fails to carry out such maintenance within said period, the Board shall, subject to the notice and hearing requirements of Section 7.2.1.1, have the right to enter upon said area of responsibility to cause such work to be done and individually charge the cost thereof to such Maintenance Association. Notwithstanding the foregoing, in the event of an emergency arising out of the failure of a Maintenance Association to maintain its area of responsibility, the Board shall have the right to immediately enter upon said area of responsibility to abate the emergency and Individually Charge the cost thereof to such Maintenance Association.

2.1.8 Encroachment Easements

Each Owner is hereby declared to have an easement appurtenant to his Lot, over all adjoining Lots and the Common Area for the purpose of accommodating the encroachment due to minor and professionally acceptable errors in engineering, original construction, settlement or shifting of a building, or any other cause. The Master Association is hereby declared to have an easement appurtenant to the Common Area over all adjoining Lots for the purpose of accommodating any Common Area encroachment due to minor and professionally acceptable errors in engineering, original construction, settlement, or shifting of a building or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachments, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a Structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots or Common Area or by Common Area over Lots shall be permitted and that there shall be a valid easement for the maintenance of such encroachments so long as they shall exist.

2.1.9 Delegation of Use: Contract Purchasers, Lessees, Tenants

Any Owner may temporarily delegate his rights of use and enjoyment in the Project to the members of his family, his guests, and invitees, and to such other persons as may be permitted by the Project Documents, subject however, to the Project Documents. However, if an Owner of a Lot or Unit has sold his Lot or Unit to a contract purchaser, leased or rented it, the Owner, members of his family, his guests and invitees shall not be entitled to use and enjoy the Project while such contract of sale or lease is in force. Instead, the contract purchaser, lessee or tenant, while such contract or lease remains in force, shall be entitled to use and enjoy the Project and may delegate the rights of use and enjoyment in the same manner as if such contract purchaser, lessee or tenant were an Owner during the period of his occupancy. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners.

2.1.10 Responsibility for Common Area Damage

The cost of repair or replacement of any portion of the Common Area resulting from the willful or negligent act of an Owner, his contract purchasers, lessees, tenants, family, guests or invitees shall be, in addition to the party at fault, the joint responsibility of such Owner. The Master Association shall cause such repairs and replacements to be made and the cost thereof may be levied as an Individual Charge against such Owner.

2.2 Utilities

2.2.1 Rights and Duties

Whenever sanitary sewer, water, electric, gas, television receiving, telephone lines or other utility connections are located or installed within the PUD, the Owner of each Unit served by said connections shall be entitled to the non-exclusive use and enjoyment of such portions of said connections as service his Unit. Every Owner shall pay all utility charges which are separately metered or billed to his Unit. The Maintenance Association established by any Condominium Building(s) in the Project shall pay all utility charges which are metered or billed to the Structures served by such Maintenance Association. Every Owner shall maintain all utility installations located in or upon his Unit except for those installations maintained by the Master Association, a Maintenance Association, or utility companies, public or private. The Master Association, Maintenance Associations and utility companies shall have the right, at reasonable times after reasonable notice to enter upon all portions of the Units, Common Area, or Project to discharge any duty to maintain PUD utilities; provided that after any such entry they shall restore the property to the condition it was in prior to their entry.

Whenever sanitary sewer, water, electric, gas, television receiving, telephone lines or other utility connections, are located within the PUD, the Owner of a Unit served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to at reasonable times after reasonable notice enter upon Lots, Common Area, or Project or to have his agents or the utility companies enter upon all portions of the Lots, Common Area, or Project to maintain said connections; provided that after any such entry he or his agents or the utility companies shall restore the property to the condition it was in prior to their entry.

In the event of a dispute between Owners with respect to the maintenance, repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then: (a) if the Owners are all members of the same Maintenance Association, the matter shall be submitted to that Maintenance Association, which shall have final authority to resolve each such dispute; and (b) if any of the Owners are members of different Maintenance Associations, the matter shall be submitted to the Board, which shall have final authority to resolve each such dispute.

2.2.2 Easements for Utilities and Maintenance.

Easements over and under the PUD for the installation, repair and maintenance of sanitary sewer, water, electric, gas, and telephone lines, and drainage facilities,

which are of record in the office of the Salt Lake County Recorder, or as may be hereafter required to serve the PUD, are hereby reserved for the Master Association, together with the right to grant and transfer the same.

ARTICLE III **USE RESTRICTIONS**

In addition to all of the covenants contained herein, the use of the PUD and each Lot and Unit therein is subject to the following:

3.1 Use of Individual Lots

Except as otherwise provided herein, each Lot may be used in any manner consistent with the requirements of applicable zoning and other land use ordinances and regulations. Lot A shall be the Common Area, as described in Section 2.1.5 above, and shall not be developed or improved with any residential or commercial buildings, unless approved by the Town of Alta and by all Owners whose Units will be detrimentally affected by the buildings.

3.2 Nuisances

No noxious, illegal, or offensive activities shall be carried on in any Unit, Lot or other part of the PUD, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with each owner's quiet enjoyment of his respective Lot or Unit, or which shall in any way increase the rate of insurance for the PUD or for any other Lot or Unit, or cause any insurance policy to be cancelled or cause a refusal to renew the same.

3.3 Parking on Common Area

Unless otherwise permitted by the Board: (a) no motor vehicles shall be parked or left on any portion of the Common Area other than within a driveway, garage, carport or other parking structure intended for parking use, and (b) no truck larger than three-quarter (3/4) ton, nor trailer, nor camper shell (other than attached to a pickup truck regularly used by an Owner), nor vehicles designed and operated as off the road equipment for racing or other sporting events, shall be permitted to remain on any portion of the Common Area for longer than twenty-four hours.

3.4 Signs

No sign of any kind shall be displayed to the public view from any Lot, Unit or from the Common Area or from any portion of the Project without the approval of the Board except for: (a) one sign of customary and reasonable dimensions advertising a Lot or Unit for sale, lease or rent displayed from such Lot or Unit; (b) signage at or near the entrance to each condominium project, planned unit development or similar development controlled by a Maintenance Association, showing the name of such development; and (c) directional signage, parking signage, entrance and exit signage erected by a Maintenance Association.

3.5 Garbage and Refuse Disposal

All rubbish, trash and garbage and other waste shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. Rubbish, trash, garbage and other waste shall be kept in sanitary containers. All equipment, garbage cans, or storage piles shall be kept screened and concealed from the view of other portions of the Project, except for the scheduled day for trash pick-up.

3.6 Radio and Television Antennas

No Owner may construct, use, or operate his own external radio, television or other electronic antenna or satellite receiver on any portion of the Common Area without the consent of the Board. No Citizens Band or other transmission shall be permitted from the Common Area without the consent of the Board.

3.7 Right to Lease, Rent

Nothing in this Amended and Restated Declaration shall prevent an Owner from leasing or renting his Lot or Unit. However, any lease or rental agreement shall be in writing and be expressly subject to the Project Documents and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement.

3.8 Power Equipment and Car Maintenance

No power equipment, workshops, or car maintenance of any nature, other than emergency repair, shall be permitted on the Common Area without the consent of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, unsightliness, fire hazard, interference with radio or television reception, and similar objections.

3.9 Drainage

No Owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patterns within the PUD without the approval of the Board and of all parties affected by the resulting drainage or change in drainage. Provided, however, drainage from the back portion of each Lot on which Improvements are constructed shall comply with the requirements of the Salt Lake County Flood Control District.

3.10 Mineral Exploration

Subject to the right of the owners of mineral rights with respect to the PUD (provided this Subsection shall not be deemed to increase the scope of such rights or grant any additional rights to such owners), no portion of the PUD shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, or earth substance. No drilling, exploration, refining, quarrying, or mining operations of any kind shall be conducted or permitted to be conducted thereon; nor shall wells, tanks, tunnels, mineral excavations, shafts, derricks, or pumps used to mine or drill for any substances be located on the PUD. No drilling

for water or geothermal resources or the installation of such wells shall be allowed unless specifically approved by the Board.

3.11 Water Use

No Owner of a Lot or Unit contiguous to a stream or body of water shall have any rights over or above those of other Owners with respect to use of the water, the land thereunder, or the water therein. No person shall acquire or be divested of title to any land adjacent to or beneath such water within the Project due to accretion, erosion, or change in water levels. No Lot shall be contoured or sloped, nor may drains be placed upon any Lot, so as to encourage drainage of water from such Lot into any body of water without the approval of the Board. All streams and other natural bodies of water within the Project and/or PUD are protected as watershed, and access thereto by persons and animals is strictly prohibited.

3.12 Maintenance Association Use Restrictions

Nothing herein shall prevent a Maintenance Association from adopting use restrictions for a Lot or portion of the Project which are more restrictive than those set forth herein, provided that such restrictions shall in no way modify the provisions hereof.

3.13 Fair Housing

No Owner shall either directly or indirectly forbid or restrict the conveyance, encumbrance, lease, mortgaging or occupancy of his Lot or Unit to any person on the basis of race, color, religion, ancestry or national origin.

3.14 Compliance with Project Documents

Each Owner, contract purchaser, lessee, tenant, guest, invitee, or other occupant of a Lot or Unit or user of the Common Area shall comply with the provisions of the Project Documents.

3.15 Use of Common Area by Public

Except as permitted by the Board, the general public shall have no right to enter upon or use the Common Area.

3.16 Timeshare

Except as otherwise approved by the Town of Alta, no Units of the Project shall be developed as timeshare projects, nor shall any "timeshare interest" (as that term is defined in the Utah Timeshare and Camp Resort Act, Utah Code §57-19-2(19) be created or sold in the Project.

3.17 Lock-Out

In the event of avalanche or the threat thereof, authorized agents of the Town of Alta may prohibit all ingress and egress to and from the PUD, as well as all access to or exit from any building in the Project by any Owners, lessees, guests, employees or any other persons. In the

event of any such prohibition on access and travel, neither the Town of Alta nor its authorized agents shall be liable to Declarant, the Owners, their lessees, guests, employees or any other persons for loss or damage occasioned by or resulting from such prohibition.

ARTICLE IV
THE ASSOCIATION MEMBERSHIP AND VOTING

4.1 Master Association

Sugarplum Master Homeowners Association, a Utah nonprofit corporation, shall be the Master Association.

4.2 Management of Common Area

The management of the Common Area shall be vested in the Master Association in accordance with the Project Documents and all applicable laws, regulations and ordinances of any governmental or quasigovernmental body or agency having jurisdiction over the PUD.

4.3 Membership

Declarant and each Maintenance Association shall be a Member of the Master Association, subject to the Project Documents. Membership in the Master Association is mandatory for all Maintenance Associations in the PUD. Membership may not be severed from a Lot, or transferred to anyone other than a Maintenance Association responsible for a Lot.

4.4 Transferred Membership

Membership in the Master Association shall not be transferred, pledged, or alienated in any way by, or on behalf of, any Maintenance Association.

4.5 Voting

There shall be as many votes in the Master Association as there are Units in the PUD, allocated between the Maintenance Associations based on one (1) vote for each Unit included in each Maintenance Association. Currently, there are one hundred (100) Units in the PUD and, therefore, one hundred votes in the Master Association, as shown on Exhibit "B". Declarant shall be a non-voting Member of the Association. Unless otherwise specifically provided herein, consent, approval or a vote of a "majority" of the voting power of the Board or Association shall mean that Maintenance Associations holding at least fifty-one percent (51%) of the votes (i.e., including at least fifty-one percent (51%) of the Units) have consented, approved or voted affirmatively, and consent, approval or a vote of two-thirds of the voting power of the Board or Association shall mean that Maintenance Associations holding at least sixty-seven percent (67%) of the votes (i.e., including at least sixty-seven percent (67%) of the Units) have consented, approved or voted affirmatively. However, when a matter is to be voted on by less than all of the Maintenance Associations (such as an Assessment under Section 6.3 which will only benefit some of the Maintenance Associations), a majority vote or two-thirds vote will be calculated using only the votes held by the Maintenance Associations entitled to vote on the matter, based

on the Units included in those Maintenance Associations. The Trustee representing each Maintenance Association shall cast all of the votes to which such Association is entitled in one block. The votes of a Maintenance Association may not be split and voted separately on any matter. Trustees may not delegate their power to vote on Master Association matters.

4.6 Effect of Expansion or Contraction on Votes

In the event that more Units are hereafter approved by the Town of Alta and by all Owners whose Units will be detrimentally affected thereby, the Maintenance Association for the additional Units will be a member of the Master Association and will have the same number of votes as there are additional Units, and the total number of votes in the Master Association will be increased accordingly. If, for example, ten (10) new and additional Units were hereafter approved to be built in the PUD, the Maintenance Association for those additional units would have ten (10) votes and the total number of votes in the Master Association would be increased from one hundred (100) to one hundred ten (110). In the event of a contraction in the number of Units in a Maintenance Association (due, for example, to destruction of Units or a combination of Units within that Maintenance Association) the number of votes held by that Maintenance Association will not be decreased.

4.7 Record Date

The Association shall fix, in advance, a date as a record date for the determination of the number of votes exercisable by each Maintenance Association. The record date shall be not less than ten (10) days nor more than ninety (90) days prior to any meeting or taking action.

4.8 Membership Meetings

Regular and special meetings of the Master Association shall be held with the frequency, at the time and place and in accordance with the provisions of the Bylaws.

4.9 Board of Trustees

The affairs of the Master Association shall be managed by the Board of Trustees. Each Maintenance Association shall be entitled to one seat on the Board of Trustees, which seat will be filled by the President of the Maintenance Association or by his or her designated agent. The Trustees will not hold equal voting power. Instead, each Trustee's voting power will be weighted according to the number of Units in the Maintenance Association represented by that Trustee, as provided in Section 4.5 and as shown on Exhibit "B". The Board shall conduct regular and special meetings according to the provisions of the Articles and Bylaws.

ARTICLE V
MASTER ASSOCIATION POWERS, RIGHTS, DUTIES, LIMITATIONS

5.1 Generally

The Master Association shall have the power to perform any action reasonably necessary to exercise any right or discharge any duty enumerated in this Article V or elsewhere in the Project Documents or reasonably necessary to operate the Common Area and enforce the provisions of this Amended and Restated Declaration. In addition, the Master Association shall have all the powers and rights of a nonprofit corporation under the laws of the State of Utah, subject to the provisions of the Project Documents.

The Master Association shall act through its Board of Trustees and the Board shall have the power, right and duty to act for the Master Association. However, no action (whether administrative, financial, or relating to the scope of any work to be performed in the Common Area) shall be taken by the Board of Trustees, any Trustee, or any officer on behalf of the Master Association unless and until that action has been approved by the vote of a majority of the voting power of the Master Association (or, if the matter affects less than all the Associations, then by a majority of the voting power of the affected Maintenance Associations). No work shall be commenced or performed in the Common Area unless and until it has been approved by the vote of a majority of the voting power of the Master Association (or by majority vote of the affected Maintenance Associations). No contract shall be entered into for goods or services to be provided to the Common Area or the Master Association without prior approval by the vote of a majority of the voting power of the Master Association (or by majority vote of the affected Maintenance Associations).

The powers, rights, duties and limitations of the Master Association set forth in this Article V and elsewhere in the Project Documents shall rest in and be imposed on the Master Association concurrently with the close for the first sale of a Lot in the Project.

5.2 Enumerated Rights

In addition to those Master Association rights which are provided elsewhere in the Project Documents the Master Association shall have the following rights:

5.2.1 Enter Contracts

To enter into contracts with third parties to furnish goods or services to the Project subject to the limitations of Sections 5.1 and 5.4.

5.2.2 Borrow Money

With the approval of two-thirds (2/3) of the voting power of the Master Association, to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

5.2.3 Dedicate and Grant Easements

To dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or any other entity for such purposes and subject to such conditions as may be agreed to by the Master Association; provided, however, that no such dedication or transfer shall be effective unless (i) such dedication or transfer is approved by two thirds (2/3) of the voting power of the Master Association, and (ii) an instrument in writing is signed by the Secretary of the Master Association certifying that such dedication or transfer has been approved by the required vote or written assent. Notwithstanding the foregoing, easements for access and/or utilities may be granted to private owners of real property adjacent to the PUD with the approval of a majority of the voting power of the Master Association.

5.2.4 Establish Rules and Regulations

To adopt reasonable rules not inconsistent with this Amended and Restated Declaration, the Articles or the Bylaws, relating to the use of the Common Area and all facilities thereon, and the conduct of Owners, Developers and their contract purchasers, lessees, tenants and guests with respect to the Common Area. Pursuant to those Rules and Regulations, the Master Association shall have the right to limit the number of guests of an Owner or Developer utilizing the Common Area, the manner in which the Common Area may be used, and the right to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area. A copy of the Rules shall be available at all times to each Maintenance Association, and the Maintenance Associations shall be responsible to inform their Owners of the Rules.

5.2.5 Entry

To enter upon the Common Area and common areas of any Lot for any purpose reasonably related to the performance by the Master Association of its duties under this Amended and Restated Declaration.

5.3 Enumerated Duties

In addition to those Master Association duties which are imposed elsewhere in the Project Documents the Master Association shall have the following duties:

5.3.1 Manage, Maintain Common Area

The Master Association shall manage, operate, maintain, repair and replace the Common Area and any property acquired by or subject to the control of the Master Association, including personal property, in a safe, sanitary and attractive condition.

5.3.2 Enforce Project Documents

To enforce the provisions of the Project Documents by appropriate means as provided at Article 7.

5.3.3 Maintain Flood Control and Drainage Systems

To maintain, repair and replace the drainage or flood control facilities and equipment located on and serving the PUD. Any such facilities serving a single Lot will be the sole responsibility of the Maintenance Association for that Lot.

5.3.4 Levy and Collection of Assessments and Individual Charges

To fix, levy and collect Assessments and Individual Charges in the manner provided in Articles VI and VII.

5.3.5 Taxes and Assessments

To pay all real and personal property taxes and assessments and all other taxes levied against the Common Area, personal property owned by the Master Association or against the Master Association. Such taxes and assessments may be contested or compromised by the Master Association; provided, that they are paid or that a bond or other security insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

To prepare and file annual tax returns with the Federal government and the State of Utah and to make such elections as may be necessary to reduce or eliminate the tax liability of the Master Association.

5.3.6 Water and Other Utilities

To acquire, provide and, pay for utility services as necessary for the Common Area.

5.3.7 Legal and Accounting

To obtain and pay the cost of legal and accounting services necessary or proper to the maintenance and operation of the Master Association and the enforcement of the Project Documents.

5.3.8 Insurance

To obtain and pay the cost of insurance for the Master Association as provided in Section 8.1.

5.3.9 Bank Accounts

To deposit all funds collected from Owners pursuant to Articles VI and VII hereof and all other amounts collected by the Master Association as follows:

- (a) All funds shall be deposited in a separate bank account (“General Account”) with a federally insured bank located in the State of Utah. The

Funds deposited in such account may be used by the Master Association only for the purposes for which such funds have been collected. Funds to be used for approved purposes will be transferred to accounts specified in Section 5.3.9(b) and 5.3.9(c) as approved by an authorized Board Trustee. No disbursements to outside parties may be made from the General Account.

- (b) Funds which the Master Association shall collect for reserves for capital expenditures relating to the repair and maintenance of the Common Area, and for such other contingencies as are required by good business practice shall, within ten (10) days after deposit in the General Account, be deposited into an interest bearing account with a federally insured bank or savings and loan association located in the State of Utah and selected by the Master Association, or invested in Treasury Bills or Certificates of Deposit or otherwise prudently invested which shall all herein be collectively referred to as the "Reserve Account". Funds deposited into the Reserve Account shall be held in trust and may be used by the Master Association only for the purposes for which such amounts have been collected.
- (c) The Master Association shall maintain a separate bank account ("Operating Account") with a federally insured bank located in the State of Utah specifically for the payment of debts of the Master Association. Funds which the Master Association may require to be available to pay approved operating obligations of the Master Association will be transferred from the General Account into the Operating Account for disbursement to third parties. The Operating Account may hold an imprest balance of \$1,000. This balance may be adjusted by the Board as necessary from time to time.
- (d) Each cash account must have a minimum of two authorized signatories. The authorized signatories on the General Account may not be authorized signatories on any other account.

5.3.10 Annual Report of Domestic Nonprofit Corporation

To make timely filings of the annual report required by the Utah Revised Nonprofit Corporation Act. Such annual report shall be made on forms prescribed and furnished by the Division of Corporations and Commercial Code of the State of Utah.

5.3.11 Preparation and Distribution of Information

To regularly prepare work plans, budgets and financial statements and to distribute copies to each Member for voting as follows:

- (a) A work plan for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year. The work plan shall detail the

nature and scope of work to be performed during the coming year for the operation, maintenance, repair and replacement of the Common Area and the improvements thereon. After an annual work plan has been adopted by majority vote of the Board, no additional work (other than emergency repair work) shall be contracted for or performed without the prior approval of a majority of the voting power of the Association (or, if the cost of the additional work is to be assessed to less than all of the Maintenance Associations, a majority of the voting power of those Maintenance Associations to which the cost will be assessed).

- (b) A pro-forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year. A budget for Major Repairs and Capital Improvements will be prepared for each fiscal year and shall be distributed not less than sixty (60) days before the beginning of the fiscal year. Each annual budget shall include line items showing each work project to be performed and the expected cost of that work project. Operating, Major Repair and Capital Improvement Budgets must be approved by a majority vote of the Board thirty (30) days before the beginning of the fiscal year. Any Budget (Operating, Major Repairs and Capital Improvements) items which are assessed to a select group of members must be approved by a majority of that select group of members thirty days before the beginning of the fiscal year. After an annual budget has been adopted by the majority vote of the Board for a fiscal year, no additional expenditures (other than expenditures for emergency repair work) shall be incurred in that year without the prior approval of a majority of the voting power of the Association (or, if the additional expenditures are to be assessed to less than all of the Maintenance Associations, a majority of the voting power of those Maintenance Associations to which the expenditures will be assessed).
- (c) Annual balance sheets and operating statements shall be distributed to the Maintenance Associations within 30 days after the end of each fiscal year. The operating statements shall include a schedule of assessments received and receivable identified by the name of each Maintenance Association assessed.
- (d) An annual report consisting of the following shall be distributed within sixty (60) days after the close of the fiscal year as defined below;
 - (i) A balance sheet as of the last day of the fiscal year;
 - (ii) An operating (income) statement for said fiscal year;
 - (iii) A statement of changes in financial position for said fiscal year;
 - (iv) A statement of the amounts and purposes of any capital reserves held by the Master Association.

- (e) For any fiscal year in which the gross income to the Master Association exceeds Seventy-Five Thousand Dollars (\$75,000.00) the annual report referred to in paragraph (d) above shall be compiled by an independent accountant. Any annual report that is not compiled by an independent accountant shall be accompanied by the certificate of an authorized Officer of the Master Association that the statements were prepared without an audit from the books and records of the Master Association. Upon the vote of a majority of the Trustees, a certified public accountant shall be engaged to review or audit the Association's annual report and/or financial statements.
- (f) At least twenty (20) days before voting on any Special Assessment, the Board shall give written notice to each Maintenance Association upon which the Special Assessment will be imposed. The notice will include a description of the work to be performed, the estimated cost of the work, the planned allocation of the cost between the Maintenance Associations, and such other information as may be required to evaluate the need for the Special Assessment.

5.3.12 Maintenance and Inspection of Books and Records

To cause to be kept adequate and correct books of account, a register of Members, minutes of Member and Board meetings, a record of all corporate acts, and other records as are reasonably necessary for the prudent management of the Master Association and to present a statement thereof to the Members at the annual meeting of Members.

The Membership register (including names, addresses and voting rights), books of account and minutes of meetings of the Members, of the Board, and of committees shall be made available for inspection and copying by any Member of the Master Association, or by its duly appointed representative, and any Owner, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the principal office of the Master Association or at such other place within the Project as the Board of Trustees shall prescribe. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member or Owner desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made;
- (c) Payment of the cost of reproducing copies of the documents requested by a Member or Owner.

Every Trustee shall have the absolute right at any reasonable time to inspect all books, records and documents of the Master Association and the physical properties owned or controlled by the Master Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents.

5.3.13 Statements of Status

To provide, upon the request of any Owner or Mortgagee, a written statement setting forth the amount, as of a given date, of any unpaid Assessments or Individual Charges against any Member. Such statement, for which a reasonable fee may be charged, shall be binding upon the Master Association in favor of any person who may rely thereon in good faith. Such written statement shall be provided within ten (10) days of the request.

5.4 Limitations on Authority of Board, Trustees and Officers

No action (whether administrative, financial, or relating to the scope of any work to be performed in the Common Area) shall be taken by the Board of Trustees, any Trustee, or any officer on behalf of the Master Association unless and until that action has been approved by the vote of a majority of the voting power of the Master Association (or, if the matter affects less than all the Associations, then by a majority of the voting power of the affected Maintenance Associations). No work shall be commenced or performed in the Common Area unless and until it has been approved by the vote of a majority of the voting power of the Master Association (or by majority vote of the affected Maintenance Associations). No contract shall be entered into for goods or services to be provided to the Common Area or the Master Association without prior approval by the vote of a majority of the voting power of the Master Association (or by majority vote of the affected Maintenance Associations).

ARTICLE VI **ASSESSMENTS**

6.1 Agreement to Pay Assessments and Individual Charges

Each Maintenance Association covenants and agrees to pay all Regular Assessments and all Special Assessments (collectively "Assessments"), and all Individual Charges, to be established and collected as provided in this Amended and Restated Declaration and in the other Project Documents. Each Owner, by acceptance of a deed for a Lot or Unit, is deemed to consent to such payment by his or her Maintenance Association. All Assessments shall be levied against each of the Maintenance Associations for the Lots and Units included in each such Maintenance Association. Each Maintenance Association shall be responsible for collecting from its members, each member's pro-rata share of such Assessments, in accordance with the governing instruments of the Maintenance Association.

6.2 Purpose of Assessments

The purpose of Assessments is to raise funds necessary to operate, maintain, repair and improve the Common Area. Assessments shall be used exclusively for the improvement, repair, maintenance and administration of the Common Area and other expenditures incurred in the performance of the duties of the Master Association as set forth in the Project Documents.

6.3 Regular Assessments

The purpose of Regular Assessments is to raise funds necessary to pay the anticipated costs of operating the Common Area during the fiscal year and to accumulate reserves to pay costs anticipated in future years. Reserve amounts included in any Assessment must be: (a) related to specific elements of the Common Area expected to require major maintenance, repair, or replacement, and (b) expected to be completed within five (5) years from the date of the Assessment. Not less than sixty (60) days before the beginning of each fiscal year, the Board shall prepare or cause to be prepared, and distributed to each Member, a proposed pro forma operating statement or budget for the forthcoming fiscal year. Copies of the proposed budget shall be made available to all Owners upon request. Any Member and any Owner may make written comments to the Board with respect to said pro forma operating statement. The pro forma operating statement shall be prepared consistently with the prior fiscal year's operating statement and shall include adequate reserves for contingencies and for maintenance, repairs and replacement of the Common Area improvements or Master Association personal property likely to need maintenance, repair or replacement in the future.

Not more than sixty (60) days nor less than thirty (30) days before the beginning of each fiscal year, the Board shall meet for the purpose of establishing the Regular Assessment for the forthcoming fiscal year. At such meeting the Board shall review the proposed pro forma operating statement or budget, and written comments received and any other information available to it and, after making any adjustments that the Board deems appropriate, shall establish the Regular Assessment for the forthcoming fiscal year by the vote of a majority of the voting power of the Board. If an Assessment will benefit fewer than all of the Maintenance Associations and is therefore imposed upon fewer than all of the Maintenance Associations, that Assessment must be approved by a majority of the voting power held by the Maintenance Associations upon which it is to be imposed. Not less than thirty (30) days before the beginning of each fiscal year the Board shall distribute to each Member a final copy of the pro forma operating statement or budget for the forthcoming fiscal year. Regular Assessments shall be payable in two (2) installments per year on such dates as shall be established by the Board, but the due dates of the two annual installments shall be at least three (3) months apart. If an assessment will benefit fewer than all of the Maintenance Associations and is therefore imposed upon fewer than all of the Maintenance Associations, that assessment must be approved by a majority of the voting power held by the Maintenance Associations upon which it is imposed.

6.4 Special Assessments

If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Master Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements on the Common Area, the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the Board it shall become a Special Assessment. The Board may, in its discretion, provide for the payment in installments of such Special Assessment over the remaining months of the fiscal year or levy the Assessment immediately against each Maintenance Association. Special Assessments shall be due on the first day of the month following notice of their levy. If a Special Assessment will benefit fewer than all of the

Maintenance Associations and is therefore imposed upon fewer than all of the Maintenance Associations, that Special Assessment must be approved by a majority of the voting power held by the Maintenance Associations upon which it is to be imposed.

6.5 Individual Charges

Individual Charges may be levied against an Owner (i) as a monetary penalty imposed by the Master Association as a disciplinary measure for the failure of the Owner, his guests, invitees, or lessees, to comply with the Project Documents, or (ii) as a means of reimbursing the Master Association for costs incurred by the Master Association for repair of damage to Common Area and facilities for which the Owner was responsible, or to otherwise bring the Owner and his Unit into compliance with the Project Documents. Individual Charges against an Owner shall not be enforceable through the lien provisions of the Project Documents. Notwithstanding the foregoing, charges imposed against a Unit and its Owner consisting of reasonable late payment penalties and/or charges to reimburse the Master Association for loss of interest, and/or for costs reasonably incurred (including attorney's fees) in the efforts to collect delinquent Assessments shall be fully enforceable through the lien provisions of the Project Documents.

6.6 Personal Obligation for Individual Charges

All Individual Charges, together with late charges, interest, costs, and reasonable attorney's fees incurred in collecting Individual Charges, shall be the personal obligation of the Owner of such Unit at the time when the Individual Charges fell due. If more than one person or entity was the Owner of a Unit at the time the Individual Charges fell due, the personal obligation to pay each Individual Charge shall be joint and several. No Owner may exempt himself from liability for his Individual Charges by waiver of the use or enjoyment of any of the Project.

6.7 Allocation of Regular and Special Assessments

Except as otherwise provided herein, Regular and Special Assessments shall be levied against each Maintenance Association benefitting from the Assessment, based on the number of Units included in each Maintenance Association. The Regular and Special Assessments to be levied against any particular Association shall be calculated by multiplying the total amount of such Assessments by a fraction, the numerator of which is the number of Units included in each Maintenance Association benefitted by the Assessment, and the denominator of which is the total number of Units for which Assessments are to be levied.

6.8 Commencement of Assessments and Individual Charges

The right to levy Assessments and Individual Charges against a Maintenance Association shall commence as to all Units in a Condominium Building included in the Maintenance Association on the first day of the month following the closing of the first sale of a Unit in that Building.

ARTICLE VII
ENFORCEMENT OF RESTRICTIONS

7.1 General

The Master Association, any Maintenance Association or any Owner shall have the right to enforce compliance with the Project Documents in any manner provided by law or in equity, including without limitation, the right to enforce the Project Documents by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Project Documents, to enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver (except that no Owner or Maintenance Association shall have the right to enforce independently of the Master Association any Assessment, Individual Charge, or Assessment lien created herein). In the event the Master Association, a Maintenance Association, or any Owner shall employ an attorney to enforce the provisions of the Project Documents against any Owner or Maintenance Association, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by a Maintenance Association shall bear interest at eighteen percent (18%) per annum from the due date, or if advanced or incurred by the Master Association, or any other Owner or Maintenance Association pursuant to authorization contained in the Project Documents, commencing fifteen (15) days after repayment is demanded. All enforcement powers of the Master Association shall be cumulative. Failure by the Master Association or any Owner or Maintenance Association, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Specific Enforcement Rights

In amplification of, and not in limitation of, the general rights specified in Section 7.1 above, the Master Association shall have the following rights:

7.2.1 Enforcement by Sanctions

7.2.1.1 Disciplinary Action. The Master Association may impose reasonable monetary penalties or other appropriate discipline upon a Maintenance Association for failure to comply with the Project Documents.

Before disciplinary action authorized under this subarticle can be imposed by the Master Association the Maintenance Association against which such action is proposed to be taken shall be given notice and the opportunity to be heard as follows:

- (a) The Board shall give written notice to the Maintenance Association at least fifteen (15) days prior to the meeting at which the Board will consider imposing disciplinary action. Such notice shall set forth those facts which the Board believes justify disciplinary action, and the time and place of the meeting;

- (b) At such meeting the Maintenance Association shall be given the opportunity to be heard, including the right to present evidence, either orally or in writing, and to question witnesses;
- (c) The Board shall notify the Maintenance Association in writing of its decision within three (3) days of the decision. The effective date of any disciplinary action imposed by the Board shall not be less than eight (8) days after the date of said decision.

7.2.1.2 No Lien for Monetary Penalties

A monetary penalty imposed by the Master Association as a disciplinary measure for failure of a Maintenance Association to comply with the Project Documents or as a means of reimbursing the Master Association for costs incurred by the Master Association in the repair of damage to Common Area for which the Maintenance Association was allegedly responsible or in bringing the Lot or Unit into compliance with the Project Documents shall not be considered an assessment which may become a lien against a Lot or Unit. Provided, however, the provisions of this subsection do not apply to charges imposed against a Maintenance Association consisting of reasonable late payment penalties for delinquent assessments and/or charges to reimburse the Master Association for the loss of interest and for cost reasonably incurred (including attorneys' fees) in its efforts to collect delinquent assessments.

7.2.2 Suit to Collect Delinquent Assessments or Individual Charges

A suit to recover a money judgment for unpaid Assessments or unpaid Individual Charges, together with late charges, interest, costs, and reasonable attorneys' fees shall be maintainable by the Master Association. In the case of unpaid Assessments such suit shall be maintainable without foreclosing or waiving any lien securing such unpaid Assessments.

7.2.3 Enforcement of Lien

If there is a delinquency in the payment of any Assessment or installment levied against a Maintenance Association, any amounts that are delinquent together with the late charges, interest at eighteen percent (18%) per annum, costs of collection and reasonable attorneys' fees, shall be a lien against all of the Units included in such Maintenance Association upon the recordation in the office of the County Recorder of a Notice of Delinquent Assessment. The Notice of Delinquent Assessment shall be signed by an authorized representative of the Master Association and shall state the amount of the delinquent Assessment, a description of the affected Units, and the name of the record Owner(s). Such lien shall be prior to all other liens and encumbrances, recorded or unrecorded, except only:

- (a) Tax and special assessment liens on the Unit in favor of any assessing agency or special district; and
- (b) First Mortgages on the Unit recorded prior to the date that the Notice of Delinquent Assessment was recorded.

The Notice of Delinquent Assessment shall not be recorded unless and until the Board or its authorized representative has mailed to the delinquent Maintenance Association and each Owner who is a member of such Maintenance Association, not less than fifteen (15) days before the recordation of the Notice of Delinquent Assessment, a written demand for payment, and unless the delinquency has not been cured within said fifteen (15) day period. Any Owner may pay directly to the Master Association his pro-rata share of the delinquent Assessment levied against the Maintenance Association of which he is a member (his pro-rata share being calculated in the same manner used by the Maintenance Association to allocate other regular assessments between its members). In the event of payment by an Owner of his pro-rata share of any delinquent Assessment, the Master Association shall prepare and record a document releasing such Owner's Unit from the lien of the delinquent Assessment which is so cured. The governing instruments for each Maintenance Association shall provide that any payment made by an Owner to the Master Association for his pro-rata share of the Master Association Assessments may be applied by such Owner as a credit against the Assessments levied by his Maintenance Association next becoming due.

After the recording of the Notice of Delinquent Assessment, the Board or its authorized representative may cause the Units with respect to which a Notice of Delinquent Assessment has been recorded to be sold in the same manner as a sale is conducted under Utah law for the exercise of powers of sale, or through judicial foreclosure. In connection with any sale under Utah law for the exercise of a power of sale, the Board is authorized to appoint its attorney or any title insurance company authorized to do business in Utah as trustee for purpose of giving notice and conducting the sale, and such trustee is hereby given a power of sale. If a delinquency including Assessments and other proper charges is cured after recordation of the Notice of Delinquent Assessment but before sale, or before completing a judicial foreclosure, either by the appropriate Maintenance Association or by any Owner with respect to the Unit(s) owned by him, the Board or its authorized representative shall cause to be recorded in the office of the County Recorder a certificate setting forth the satisfaction of such claim and release of such lien, as to those Units for which such lien obligation has been cured. The Master Association, acting on behalf of the Owners, shall have the power to bid upon the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey the Unit.

7.2.4 Transfer by Sale or Foreclosure

The sale or transfer of any Unit shall not affect the Assessments lien or lien right. However, the sale or transfer of any Unit pursuant to the exercise of a power of sale or judicial foreclosure involving a default under a First Mortgage shall extinguish the lien for Assessments which became due prior to such sale or transfer. No transfer of the Unit as the result of a foreclosure or exercise of a power of sale shall relieve the new Owner, whether it be the former beneficiary of the First Mortgagee or another person, from the lien for any Assessments or Individual Charges thereafter becoming due.

ARTICLE VIII
INSURANCE, DESTRUCTION, CONDEMNATION

8.1 Insurance

In addition to other insurance required to be maintained by the Project Documents, the Master Association shall maintain in effect at all times the following insurance:

8.1.1 Liability Insurance

The Master Association shall obtain and maintain comprehensive public liability insurance insuring the Master Association, the Board, the Declarant, Owners, and occupants of Units against any liability incident to the ownership, use or maintenance of the Common Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than Two Million Dollars(\$2,000,000) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against any liability customarily covered with respect to projects similar in construction, location, and use.

8.1.2 Casualty Insurance

The Master Association also may obtain and maintain a policy of casualty insurance for the full replacement value (without deduction for depreciation) of any of the improvements within the Common Area. Such insurance shall include coverage against any risk customarily covered with respect to projects similar in construction, location, and use. The policy shall name as insured the Master Association for the benefit of the Owners and Declarant, as long as Declarant is the Owner of any Lot or Unit, and all Mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of any trustee described in Section 8.1.3.

8.1.3 Trustee

All casualty insurance proceeds payable under Sections 8.1.2 for losses to real property and improvements may be paid to a trustee, to be held and expended for the benefit of the Owners, Mortgagees, and others, as their respective interests shall appear. Said trustee shall be a commercial bank or trust company in the County in which the Project is located that agrees in writing to accept such trust.

8.1.4 Other Insurance

The Board shall purchase and maintain worker's compensation insurance, to the extent that it is required by law, for all employees or uninsured contractors of the Master Association. The Board also may purchase and maintain fidelity coverage against dishonest acts on the part of Trustees, Officers, managers, trustees, employees or volunteers who handle or who are responsible to handle the funds of the Master Association, and such fidelity bonds shall name

the Master Association obligee, and shall be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Master Association, including reserves. In connection with such fidelity coverage, an appropriate endorsement to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The Board also may purchase and maintain insurance on personal property owned by the Master Association, and any other insurance that it deems necessary or is customarily obtained for projects similar in construction, location and use.

8.1.5 Owner's Liability Insurance

An Owner, individually or through the Maintenance Association of which his Lot or Unit is a part, may carry whatever personal and property damage liability insurance with respect to his Lot or Unit that he desires. In the event that an Owner and the Master Association both carry insurance covering any particular risk, the insurance carried by the Owner shall be primary.

8.1.6 Owner's Fire and Extended Coverage Insurance

Each Owner shall obtain and maintain fire, casualty and extended coverage insurance for the full replacement value of all of the improvements on his Lot or Unit. Notwithstanding the foregoing this subarticle shall be deemed satisfied where a Maintenance Association has obtained fire, casualty and extended coverage insurance for an Owner's Lot or Unit (including condominiums). An Owner may insure his personal property.

8.1.7 Officer and Director Insurance

The Master Association may purchase and maintain insurance on behalf of any Trustee, Officer, or member of a committee of the Master Association (collectively the "agent") against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Master Association would have the power to indemnify the agent against such liability under applicable law.

8.1.8 Waiver of Subrogation

All property and liability insurance carried by the Master Association or the Owners shall contain provisions whereby the insurer waives rights of subrogation as to the Master Association, Trustees, Officers, Committee members, Declarant, Owners, their family, guests, agents and employees.

8.1.9 Notice of Cancellation

Insurance carried by the Master Association may require the insurer to notify any First Mortgagee requesting such notice at least fifteen (15) days in advance of the effective date of any reduction or cancellation of the policy.

8.1.10 Annual Review of Policies

All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is adequate in light of increased construction costs, inflation or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interest of the Master Association.

8.1.11 Payment of Premiums

Premiums on insurance maintained by the Master Association shall be a common expense funded by Assessments levied by the Master Association.

8.2 Destruction

8.2.1 Minor Destruction Affecting the Common Area

Notwithstanding Section 8.2.2 the Board shall have the duty to repair and reconstruct the Common Area without the consent of Members and irrespective of the amount of available insurance proceeds, in all instances of destruction where the estimated cost of repair and reconstruction does not exceed five percent (5%) of the budgeted gross expenses of the Master Association for that fiscal year.

8.2.2 Major Destruction Affecting the Common Area

8.2.2.1 Destruction: Proceeds Exceed 85% of Reconstruction Costs

If there is a total or partial destruction of the Common Area, and if the available proceeds of the insurance carried pursuant to Section 8.1 are sufficient to cover not less than eight-five percent (85%) of the costs of repair and reconstruction, the Common Area shall be promptly rebuilt unless, within forty-five (45) days from the date of destruction, Members then holding at least seventy-five percent (75%) of the voting power of the Master Association determine that repair and reconstruction shall not take place.

8.2.2.2 Destruction; Proceeds Less than 85% of Reconstruction Costs

If the proceeds of insurance carried pursuant to Section 8.1 are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction of the Common Area shall not take place unless, within forty-five (45) days from the date of destruction, Members then holding at least a majority of the voting power of the Master Association determine that repair and reconstruction shall take place.

8.2.2.3 Special Assessment to Rebuild.

If the determination is made to rebuild, the Master Association shall levy a Special Assessment against all Members to cover the cost of rebuilding not covered by insurance proceeds.

8.2.2.4 Rebuilding Contract.

If the determination is made to rebuild, the Board shall obtain bids from at least two (2) reputable contractors, and shall award the repair and reconstruction work to the most reasonable bidder in the opinion of a majority of the Board. The Board shall have the authority to enter into a written contract with the contractor for the repair and reconstruction, and the insurance proceeds be disbursed to said contractor according to the terms of the contract. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction within a reasonable time.

8.2.2.5 Rebuilding Not Authorized

If the determination is made not to rebuild, then any insurance proceeds and any other funds held for rebuilding of the Common Area shall be distributed among the Members on the same basis as their Regular Assessment obligation, and between the Members and Mortgagee(s) as their interests shall appear.

8.2.3 Destruction Affecting Lots

If there is a total or partial destruction of a Condominium Building, the Owners of Units therein, through their Maintenance Association shall have the following options:

- (a) the Owners shall rebuild or repair the Condominium Building in substantial conformity with its appearance, design and structural integrity immediately prior to the damage or destruction. However, the Maintenance Association of an affected Condominium Lot or Building may apply to the Board for reconstruction of its Building in a manner which will provide for an exterior appearance and/or design which is different from that which existed prior to the date of the destruction; or
- (b) the Maintenance Association shall clear all Structures from the Condominium Lot and shall landscape it in a manner which is approved by the Board.

Rebuilding or landscaping shall be commenced within a reasonable time after the date of the damage or destruction and shall be diligently pursued to completion.

8.3 Condemnation

8.3.1 Condemnation Affecting Common Area

8.3.1.1 Sale in Lieu

If an action for condemnation of all or a portion of the Common Area is proposed or threatened by any entity having the right of eminent domain, then on the written consent of seventy-five percent (75%) of the Owners and subject to the rights of all

Mortgagees, the Common Area, or a portion of it may be sold by the Board. The proceeds of the sale shall be distributed among the Maintenance Associations on the same basis as their Regular Assessment obligations and between the Unit Owners in accordance with the provisions of the governing instruments of their respective Maintenance Associations.

8.3.1.2 Award

If the Common Area, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Maintenance Associations or Owners and their respective Mortgagees. If the judgment of condemnation does not apportion the award then the award shall be distributed as provided in subarticle 8.3.1.1.

8.3.2 Condemnation Affecting Lots

If an action for condemnation of all or a portion, of, or otherwise affecting a Lot is proposed or threatened, the Owner and the Mortgagees of the affected Lot, as their respective interests shall appear, shall be entitled to the proceeds of any sale or award relating to the affected Lot.

If any Lot is rendered irreparably uninhabitable as a result of such a taking, that portion of the Lot so taken shall be deemed deleted from the Project and the Owners and Mortgagees of the affected Lot, upon receiving the award and any portion of the reserve funds of the Master Association reserved for the Lot, shall be released from the applicability of the Project Documents and deemed divested of any interest in the Common Area. Any portion of such Lot remaining after the taking shall be included as part of the Common Area. Provided, however, the governing documents of each Condominium Lot shall govern the effect of condemnation upon the owners of Units constructed on such Lot and the common area and facilities of such condominium regime.

ARTICLE IX **MORTGAGEE PROTECTIONS**

9.1 Mortgages Permitted

Any Owner may encumber his Lot or Unit with Mortgages.

9.2 Subordination

Any lien created or claimed under the provisions of this Amended and Restated Declaration is expressly made subject and subordinate to the rights of any First Mortgage that encumbers any Lot or Unit or other portion of the Project, made in good faith for value, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such First Mortgage unless the First Mortgagee expressly subordinates his interest in writing, to such lien.

9.3 Effect of Breach

No breach of any provision of this Amended and Restated Declaration shall invalidate the lien of any Mortgage in good faith and for value, but all of the covenants, conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

9.4 Non-Curable Breach

No Mortgagee who acquires title to a Lot or Unit by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall be obligated to cure any breach of this Amended and Restated Declaration that is non-curable or of a type that is not practical or feasible to cure.

9.5 Right to Appear at Meetings

Any Mortgagee may appear at meetings of the Master Association or the Board, in accordance with the provisions of the Bylaws.

9.6 Right to Furnish Information

Any Mortgagee may furnish information to the Board concerning the status of any Mortgage.

9.7 Right to Examine Books and Records. Etc.

The Master Association shall make available to Owners, prospective purchasers and First Mortgagees, current copies of the Project Documents and the books, records and financial statements of the Master Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Any First Mortgagee shall be entitled, upon written request, to a financial statement of the Master Association for the immediately preceding fiscal year, free of charge. Such financial statement shall be furnished by the Master Association within a reasonable time following such request.

9.8 Owners Right to Ingress and Egress

There shall be no restriction upon any Owner's right of ingress and egress to his Lot or Unit, which right shall be perpetual and appurtenant to his Lot ownership.

9.9 Notice of Intended Action

Upon written request to the Master Association, any First Mortgagee shall be entitled to timely written notice of:

- (a) Any proposed termination of the legal status of the Project as a Planned Unit Development.
- (b) Any condemnation loss or casualty loss which affects a material portion of the Project or any Lot or Unit on which there is a First Mortgage held, insured, or guaranteed by such requesting party.
- (c) Any delinquency in the payment of Assessments or Individual Charges owed by an Owner or Maintenance Association of a Lot or Unit subject to a First Mortgage held, insured or guaranteed by such requesting party which remains uncured for a period of sixty (60) days.

9.10 First Mortgagee Assessment Liability for Individual Charges

Any First Mortgagee who obtains a title to a Lot or Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage shall not be liable for such Unit's Individual Charges which are assessed prior to the acquisition of title to such Lot or Unit by the Mortgagee, but shall be liable for Individual Charges assessed thereafter.

9.11 Distribution: Insurance and Condemnation Proceeds

No provision of the Project Documents shall give a Lot or Unit Owner, or any other party, priority over any rights of the First Mortgagee of the Lot or Unit pursuant to its Mortgage in the case of a distribution to such Lot or Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of the Lot, Unit and/or Common Area.

9.12 Taxes

First Mortgagees of Lots or Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area, and First Mortgagees making such payments shall be owed reimbursement therefore from the Master Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all First Mortgagees of Lots duly executed by the Master Association.

9.13 Maintenance Reserves

Master Association Assessments or charges shall include an adequate reserve fund for maintenance, repairs, and replacement of those elements of the Common Area that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments.

9.14 Notice of Default

A First Mortgagee, upon request, shall be entitled to written notification from the Master Association of any default in the performance by the affected Lot or Unit Owner of any obligation under the Project Documents which is not cured within sixty (60) days.

9.15 Conflicts

In the event of a conflict of any of the provisions of this Article IX and any other provisions of this Amended and Restated Declaration, the provisions of this Article IX shall control.

ARTICLE X
GENERAL PROVISIONS

10.1 Notices

Notices provided for in the Project Documents shall be in writing and shall be deemed sufficiently given when delivered personally or 48 hours after deposit in the United States mail, postage prepaid, addressed to an Owner at the last address such Owner designates to the Master Association for delivery of notices, or in the event of no such designation, at such Owner's last known address, or if there be none, at the address of the Owner's Lot or Unit. Notices to the Master Association shall be addressed to the address designated by the Master Association by written notice to all owners.

10.2 Construction. Headings

The provisions of this Amended and Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a planned community and for the maintenance of the Project. The Article headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

10.3 Severability

The provisions of this Amended and Restated Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or provisions contained herein shall not invalidate any other provisions hereof.

10.4 Exhibits

All exhibits referred to are incorporated herein by such reference.

10.5 Easements Reserved and Granted

Any easements referred to in this Amended and Restated Declaration shall be deemed reserved or granted as applicable, or both reserved and granted, by reference to this Amended and Restated Declaration in a deed to any Lot.

10.6 Binding Effect

This Amended and Restated Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of any Owner.

10.7 Violations and Nuisance

Every act or omission whereby a covenant, condition or restriction of this Amended and Restated Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Master Association or any Owner or Owners.

10.8 Violation of Law

Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Project is hereby declared to be a violation of this Amended and Restated Declaration and subject to any or all of the enforcement procedures herein set forth.

10.9 Singular Includes Plural

Whenever the context of this Amended and Restated Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

10.10 Conflict of Project Documents

If there is any conflict among or between the Project Documents, the provisions of this Amended and Restated Declaration shall prevail; thereafter, priority shall be given to Project Documents in the following order: Articles, Bylaws, and Rules and Regulations of the Master Association.

10.11 Termination of Amended and Restated Declaration

This Amended and Restated Declaration shall run with the land, and shall continue in full force and effect for a period of fifty (50) years from the date on which this Amended and Restated Declaration is recorded in the Office of the Salt Lake County Recorder. After that time, this Amended and Restated Declaration and all its covenants and other provisions shall be automatically extended for successive ten (10) year periods unless this Amended and Restated Declaration is revoked by an instrument executed by Members holding not less than three-fourths (3/4) of the voting power of the Master Association, and recorded in the Office of the Salt Lake County Recorder within one year prior to the end of said 50-year period or any succeeding 10-year period.

10.12 Counterparts

This Amended and Restated Declaration may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

ARTICLE XI
AMENDMENT

11.1 General Amendment Requirement

This Amended and Restated Declaration shall be amended upon the vote or written assent of a majority of the total voting power of the Master Association.

11.1.1 Specific Provisions

The percentage of the voting power necessary to amend a specific clause or provision herein shall not be less than the percentage of affirmative votes prescribed for action to be taken under said clause or provision.

11.2 Amendment Instrument

An amendment shall become effective when it has received the required approvals and the Board has executed, acknowledged and recorded in the Office of the Salt Lake County Recorder, an instrument expressing the amendment and certifying that the required approvals were received.

IN WITNESS WHEREOF, the undersigned have caused this Amendment and Restatement to be executed and acknowledged as of the dates indicated below.

[Signatures follow on next pages]

DECLARANT:

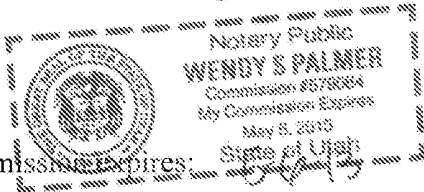
EMIGRATION PLACE DEVELOPMENT, L.C.,

By MSICo., L.L.C., its Manager

By: [Signature]
Title: Greg Taylor, Secretary
Date: 2/6/13

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day of February, 2013, by Greg Taylor, as Secretary of MSICo., L.L.C., which is the Manager of EMIGRATION PLACE DEVELOPMENT, L.C.



My commission expires:

Wendy S Palmer
Notary Public

MEMBER:

SUGARPLUM 459 HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

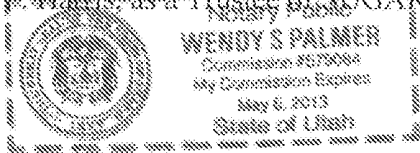
By: *Dale P. Harris*
Dale P. Harris, Trustee
Date: 2/5/2013

By: _____
James Lee Sorenson, Trustee
Date: _____

By: _____
Joseph T. Sorenson, Trustee
Date: _____

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of February, 2013, by Dale P. Harris, as a Trustee of SUGARPLUM 459 HOMEOWNERS ASSOCIATION



Wendy S Palmer
Notary Public

My commission expires: 5-6-13

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Joseph T. Sorenson, as a Trustee of SUGARPLUM 459 HOMEOWNERS ASSOCIATION

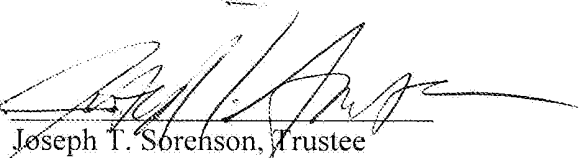
My commission expires: _____
Notary Public

MEMBER:

SUGARPLUM 459 HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

By: _____
Dale P. Harris, Trustee
Date: _____

By: _____
James Lee Sorenson, Trustee
Date: _____

By: 
Joseph T. Sorenson, Trustee
Date: _____

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)


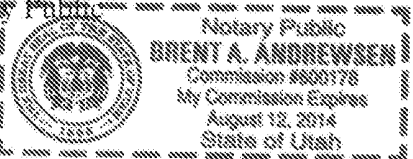
The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Dale P. Harris, as a Trustee of SUGARPLUM 459 HOMEOWNERS ASSOCIATION

My commission expires: _____ Notary Public

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14th day of February, 2013, by Joseph T. Sorenson, as a Trustee of SUGARPLUM 459 HOMEOWNERS ASSOCIATION

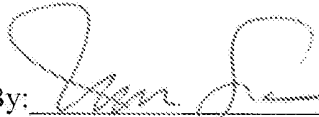
My commission expires: _____ Notary Public


Notary Public

Brent A. Andrewsen
Commission #800178
My Commission Expires
August 18, 2014
State of Utah

MEMBER:

SUGARPLUM 459 HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

By: _____
Dale P. Harris, Trustee
Date: _____

By:  _____
James Lee Sorenson, Trustee
Date: _____

By: _____
Joseph T. Sorenson, Trustee
Date: _____

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Dale P. Harris, as a Trustee of SUGARPLUM 459 HOMEOWNERS ASSOCIATION

My commission expires: _____ Notary Public

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Joseph T. Sorenson, as a Trustee of SUGARPLUM 459 HOMEOWNERS ASSOCIATION

My commission expires: _____ Notary Public

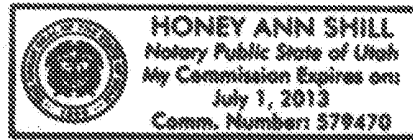
STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4th day of February 2013, by James Lee Sorenson, as a Trustee of SUGARPLUM 459 HOMEOWNERS ASSOCIATION

My commission expires:

July 1, 2013

Honey Ann Shill
Notary Public



MEMBER:

SUGARPLUM PHASE I CONDOMINIUMS
ASSOCIATION OF UNIT OWNERS,
a Utah nonprofit corporation

By: Thomas P. Lowe
Title: President
Date: 1-30-2013

Idaho
STATE OF ~~UTAH~~)
Blaine : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of January
2013, by Thomas P. Lowe, as President of
SUGARPLUM PHASE I CONDOMINIUMS ASSOCIATION OF UNIT OWNERS.

My commission expires: 10-09-16

Deborah Erickson
Notary Public
Residing at: Hailey Id.

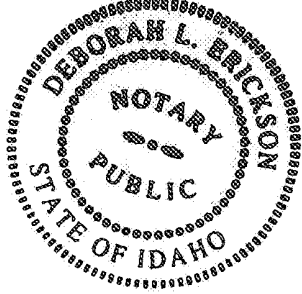


EXHIBIT "A"

LEGAL DESCRIPTION OF PROJECT

BEGINNING AT A 2" STEEL PIPE PLACED IN THE ROCK KERN OF CORNER #2 OF THE BLACKJACK MINING LODE CLAIM, SURVEY #5288, SAID CLAIM CORNER BEING LOCATED S 32°13'19" W 3,377.23 FEET, MORE OR LESS, FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 18°16' E 263.39 FEET ALONG THE WEST LINE OF SAID BLACKJACK CLAIM; THENCE N 71°45' E 187.88 FEET; THENCE S 17°07' W 221.95 FEET TO THE BEGINNING POINT OF A 442.256 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 132.00 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID WEST LINE OF THE BLACKJACK CLAIM; THENCE S 18°16' E 37.99 FEET TO CORNER #3 OF SAID BLACKJACK CLAIM; THENCE N 71°42'58" E 57.42 FEET ALONG THE SOUTH LINE OF SAID BLACKJACK CLAIM TO A POINT ON THE ARC OF A 376.256 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 183.785 FEET ALONG THE ARC OF SAID CURVE; THENCE S 30°46' E 51.10 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE SNOWBIRD CLAIM, SURVEY #5152; THENCE N 22°44'53" E 307.27 FEET ALONG SAID SOUTHEASTERLY LINE TO A POINT ON SAID SOUTH LINE OF THE BLACKJACK CLAIM; THENCE N 71°42'58" E 490.31 FEET TO A POINT ON THE NORTH LINE OF THE MARTHA CLAIM, SURVEY #5897; THENCE N 49°42' E 403.65 FEET ALONG SAID NORTH LINE; THENCE N 16°32'40" W 323.28 FEET; THENCE S 22°40' W 212.12 FEET; THENCE N 67°20' W 152.0 FEET; THENCE N 22°41'34" E 134.98 FEET; THENCE S 73°29'05" W 116.41 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE HELLGATE NO. 2 MINERAL MINING LODE CLAIM, SURVEY #5282; THENCE N 22°40' E 153.85 FEET TO CORNER #1 OF SAID HELLGATE NO. 2 CLAIM; THENCE N 66°37' W 35.28 FEET ALONG THE NORTH LINE OF SAID HELLGATE NO. 2 CLAIM TO A POINT ON THE SOUTH LINE OF THE HELLGATE MINERAL MINING LODE CLAIM, SURVEY #5282; THENCE N 65°32'42" E 550.52 FEET TO CORNER #2 OF SAID HELLGATE CLAIM; THENCE N 15°50'49" W 239.0 FEET ALONG THE EAST LINE OF SAID HELLGATE CLAIM; THENCE N 42°35'38" W 73.70 FEET; THENCE N 22°42' W 65.0 FEET; THENCE S 53°53' W 68.0 FEET; THENCE S 76°19' W 54.0 FEET; THENCE SOUTHWESTERLY 1595 FEET MORE OR LESS ALONG THE CENTERLINE OF LITTLE COTTONWOOD CREEK TO A POINT ON THE SOUTH LINE OF SAID HELLGATE NO. 2 CLAIM; THENCE S 67°14'21" E 186.96 FEET MORE OR LESS ALONG SOUTH LINE TO A POINT ON THE NORTH LINE OF SAID BLACKJACK CLAIM; THENCE S 71°42'58" W 113.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN ACCESS EASEMENT, BEING A FORTY FOOT WIDE NON-EXCLUSIVE RIGHT OF WAY FOR INGRESS, AND EGRESS, TWENTY FEET TO EITHER SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 13 FEET SOUTH OF ENGINEERING STATION 56 + 30.35 OF UTAH STATE BYPASS HIGHWAY IN LITTLE COTTONWOOD CANYON, SALT LAKE COUNTY, UTAH SAID POINT BEING N 79°58'58" W 116.39 FEET FROM UTAH DEPARTMENT OF HIGHWAYS MONUMENT NO. SL-A-13, WHICH SAID MONUMENT

IS S 13°39'21" W 2531 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTHWESTERLY TO THE CORNER NO. 1 OF THE SURVEYED HELLGATE NO. 2 MINERAL MINING LODE CLAIM, SURVEY NO. 5282; THENCE S 22°40' W ALONG THE SOUTHEAST BOUNDARY LINE OF SAID HELLGATE NO. 2 MINERAL MINING LODE CLAIM 200.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 1 OF BLACKJACK VILLAGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN SALT LAKE COUNTY, STATE OF UTAH; THENCE N 73°32'30" E 116.41 FEET TO THE BOUNDARY OF THE SUBJECT PROJECT DESCRIBED ABOVE.

CONTAINS 25.78 ACRES

LOT	PARCEL NO.
	Sugarplum Meadows AMD
101	30-06-429-002-0000
102	30-06-429-004-0000
103	30-06-429-012-0000
104	30-06-429-005-0000
105	30-06-429-014-0000
106	30-06-429-006-0000
107	30-06-429-015-0000
108	30-06-429-007-0000
109	30-06-429-019-0000
110	30-06-429-018-0000
112	30-06-429-019-0000
113	30-06-429-013-0000
Area	30-06-429-011-0000
	Sugarplum Phase I Condos
2	30-03-404-003-0000
3	30-03-404-004-0000
4	30-03-404-005-0000
5	30-03-404-006-0000
6	30-03-404-007-0000
1A	30-03-404-008-0000
1B	30-03-404-009-0000
	Superior Point Condos
A	30-06-405-002-0000
B	30-03-405-003-0000 and 30-06-406-002-0000
C	30-06-405-004-0000

D	30-06-405-005-0000
Area	30-06-408-004-0000
A	30-06-406-001-0000
B	30-06-406-002-0000
C	30-06-406-003-0000
Area	30-06-408-004-0000
A	30-06-407-001-0000
B	30-06-407-002-0000
Area	30-06-408-004-0000
A	30-06-408-001-0000
B	30-06-408-002-0000
Area	30-06-408-004-0000
	Sugarplum 459 PUD
1	30-06-428-029-0000
2	30-06-428-030-0000
3	30-06-428-031-0000
4	30-06-428-032-0000
4	30-06-428-033-0000
5	30-06-428-034-0000
6	30-06-428-035-0000
7	30-06-428-036-0000
8	30-06-428-026-0000
9	30-06-428-027-0000
10	30-06-428-028-0000
	Sugarplum Phase II (Lots 6-7) See Village below
6	30-06-430-002-0000
7	30-06-430-003-0000
8	30-06-430-004-0000
9	30-06-430-005-0000
10	30-06-430-006-0000
11	30-06-430-007-0000
12	30-06-430-008-0000
13	30-06-430-009-0000
14	30-06-430-010-0000
15	30-06-430-011-0000
16	30-06-430-012-0000
Area	30-06-436-004-0000

	The View Condos
M	30-06-432-023-0000
1	30-06-432-002-0000
2	30-06-432-003-0000
3	30-06-432-004-0000
4	30-06-432-005-0000
5	30-06-432-006-0000
6	30-06-432-007-0000
7	30-06-432-008-0000
8	30-06-432-009-0000
9	30-06-432-010-0000
10	30-06-432-011-0000
11	30-06-432-012-0000
12	30-06-432-013-0000
13	30-06-432-014-0000
14	30-06-432-015-0000
15	30-06-432-016-0000
16	30-06-432-017-0000
17	30-06-432-018-0000
18	30-06-432-019-0000
19	30-06-432-020-0000
20	30-06-432-021-0000
21	30-06-432-022-0000
Area	30-06-432-001-0000
	Village at Sugarplum Pt 2 Ph 2 (Lots 6 & 7 & A Sugarplum PUD)
A	30-06-431-006-0000
B	30-06-431-007-0000
C	30-06-431-008-0000
D	30-06-431-009-0000
E	30-06-431-010-0000
F	30-06-431-011-0000
G	30-06-431-012-0000
1	30-06-431-001-0000
2	30-06-431-002-0000
3	30-06-431-003-0000
4	30-06-431-004-0000

5	30-06-431-005-0000
	Village at Sugarplum Pt 3 Ph 2 (Lot 7 and others Sugarplum)
17	30-06-433-001-0000
18	30-06-433-002-0000
	Village at Sugarplum Pt 4 Ph 2 (Lot 7 Sugarplum PUD AMD)
H	30-06-434-002-0000
I	30-06-434-003-0000
J	30-06-434-004-0000
K	30-06-434-005-0000
21	30-06-434-001-0000
	Village at Sugarplum Pt 5 Ph 2 (Lot 7 Sugarplum PUD AMD)
L	30-06-435-006-0000
19	30-06-435-002-0000
20	30-06-435-003-0000
22	30-06-435-004-0000
23	30-06-435-005-0000
Area	30-06-435-001-0000
	Village at Sugarplum Pt 6 Ph 2 (Lot 7 Sugarplum PUD AMD)
M	30-06-436-002-000
N	30-06-436-003-0000
24	30-06-436-001-0000
	Village at Sugarplum Pt 6 Ph 2
25	30-06-437-001-0000
26	30-06-437-002-0000
Area	30-06-437-003-0000

EXHIBIT "B"

DENSITY

<u>Lot(s)*</u>	<u>Common Name of Project</u>	<u>Name of Maintenance Association</u>	<u>Number of Units</u>	<u>Number of Votes</u>
1	Superior Point Condominiums	Superior Point Condominiums Association of Unit Owners	11	11
2	Sugarplum Meadows	Sugarplum Meadows Homeowners Association	11	11
3	Sugarplum Townhouses	Sugarplum Phase I Condominiums Association of Unit Owners	7	7
4, 5, 9	Sugarplum 459 PUD	Sugarplum 459 Association of Unit Owners	10	10
6, 7	Village at Sugarplum	Sugarplum Phase II Condominiums Association of Unit Owners	40	40
8	The View Condominiums	The View Condominium Owners' Association, Inc.	<u>21</u>	<u>21</u>
Total Number of Units/Votes			100	100

* The legal descriptions in declarations or other organizational documents creating each Maintenance Association may not match exactly the Lot descriptions in the Map. Nothing herein is intended to modify the legal descriptions contained in such declarations or organizational documents. Each Maintenance Association will continue to manage, maintain, govern and/or own the property described in its own declaration or organizational document.

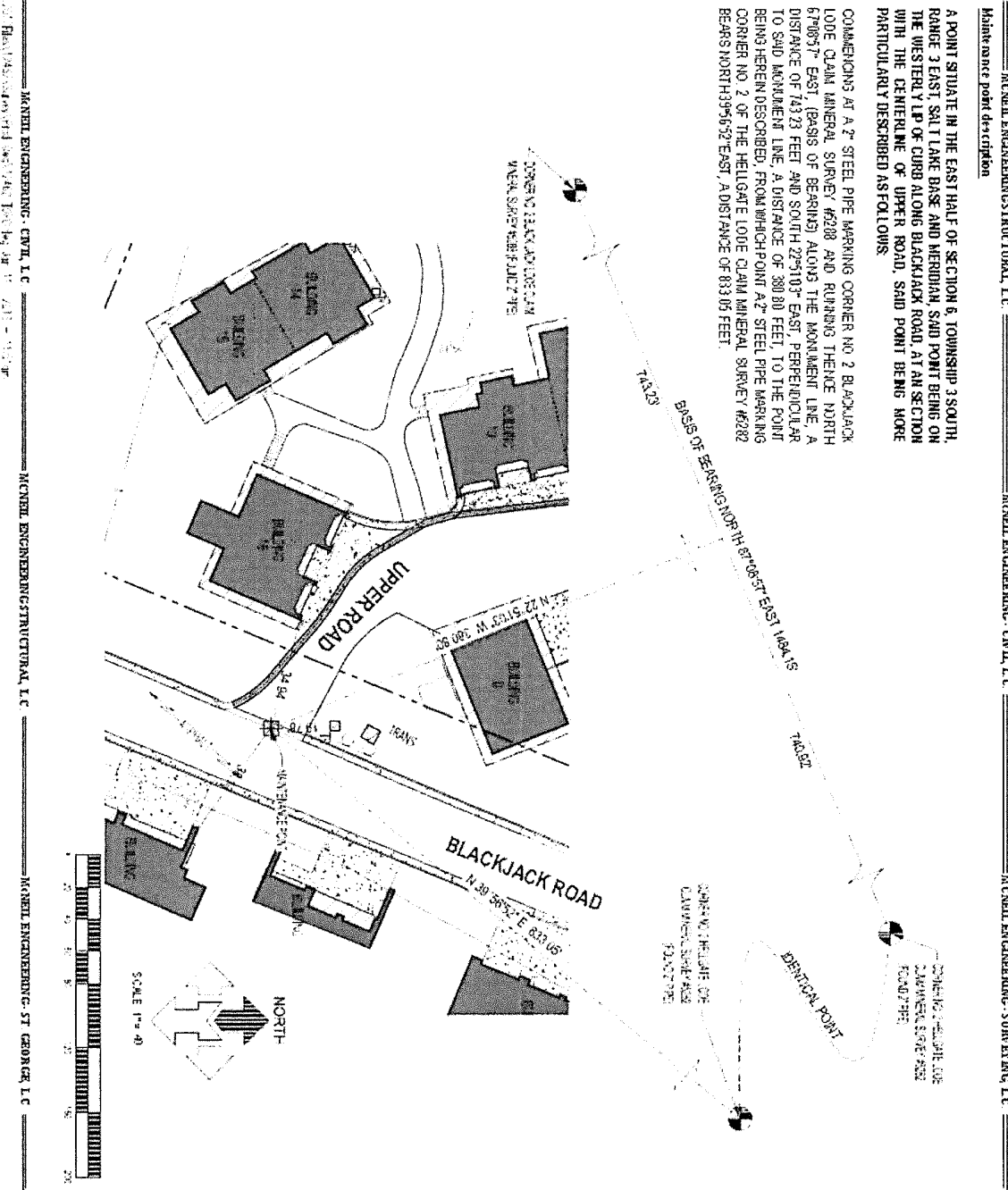
4840-6493-3394.1

EXHIBIT "C"

MAINTENANCE POINT DESCRIPTION

A POINT SITUATE IN THE EAST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE WESTERLY LIP OF CURB ALONG BLACKJACK ROAD, AT AN SECTION WITH THE CENTERLINE OF UPPER ROAD, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" STEEL PIPE MARKING CORNER NO. 2 BLACKJACK LODGE CLAIM MINERAL SURVEY #5288 AND RUNNING THENCE NORTH 67°08'57" EAST, (BASIS OF BEARING) ALONG THE MONUMENT LINE, A DISTANCE OF 743.23 FEET AND SOUTH 22°51'03" EAST, PERPENDICULAR TO SAID MONUMENT LINE, A DISTANCE OF 380.80 FEET, TO THE POINT BEING HEREIN DESCRIBED, FROM WHICH POINT A 2" STEEL PIPE MARKING CORNER NO. 2 OF THE HELLGATE LODGE CLAIM MINERAL SURVEY #5282 BEARS NORTH 39°56'52" EAST, A DISTANCE OF 833.05 FEET.

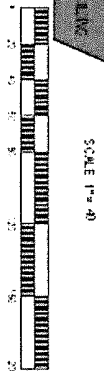


Maintenance point description

A POINT SITUATE IN THE EAST HALF OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN SAND POINT BEING ON THE WESTERN LIP OF CURB ALONG BLACKJACK ROAD AT AN SECTION WITH THE CENTERLINE OF UPPER ROAD, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" STEEL PIPE MARKING CORNER NO. 2 BLACKJACK LODGE CLAIM MINERAL SURVEY #6208 AND RUNNING THENCE NORTH 6° 08' 37" EAST, (BASIS OF BEARING) ALONG THE MONUMENT LINE, A DISTANCE OF 743.73 FEET AND SOUTH 22° 51' 03" EAST, PERPENDICULAR TO SAID MONUMENT LINE, A DISTANCE OF 380.80 FEET, TO THE POINT BEING HEREIN DESCRIBED, FROM HIGH POINT AT 2" STEEL PIPE MARKING CORNER NO. 2 OF THE HELGATE LODGE CLAIM MINERAL SURVEY #6282 BEARS NORTH 39° 56' 32" EAST, A DISTANCE OF 833.05 FEET.

McNEIL ENGINEERING - CIVIL, L.C. McNEIL ENGINEERING - SURVEYING, L.C. McNEIL ENGINEERING - ST. GEORGE, L.C.



<p>PROJECT NO: 200325A CHECKED BY: MDH DRAWN BY: DKW DATE: 1/11/13</p>	<p>VILLAGE AT SUGAR PLUM MAINTENANCE POINT EXHIBIT BLACKJACK ROAD & UPPER ROAD LOCATED IN THE EAST 1/2 OF SECTION 6 T.3S. R.3E. S.L.B.&M</p>	 <p>McNEIL ENGINEERING <i>Designing for the Future Since 1983</i></p> <p>8610 So. Sandy Parkway, Suite 200 Sandy, Utah 84070 TEL: (801) 255-7700 FAX: (801) 255-8071 E-MAIL: info@mcneileng.com WEBSITE: www.mcneil-group.com</p>
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