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**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
THE SAMPSON ALTADENA CONDOMINIUMS**

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SAMPSON ALTADENA CONDOMINIUMS (this "Declaration") is hereby adopted by Sampson Altadena Condominium Homeowners Association ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Salt Lake County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Salt Lake County, Utah and more particular described as follows (the "Property"):

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 54, PLAT "A", SALT LAKE CITY SURVEY, THENCE SOUTH 111 FEET; THENCE WEST 74 ¼ FEET; THENCE NORTH 111 FEET; THENCE EAST 74 ¼ FEET TO THE PLACE OF BEGINNING.

SUBJECT TO A RIGHT OF WAY OVER THE FOLLOWING:

BEGINNING 41 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 8, BLOCK 54, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 74 ¼ FEET; THENCE SOUTH 70 FEET; THENCE EAST 74 ¼ FEET; THENCE NORTH 9 FEET; THENCE WEST 64 ¼ FEET; THENCE NORTH 52 FEET; THENCE EAST 64 ¼ FEET; THENCE NORTH 9 FEET TO THE PLACE OF BEGINNING.

(B) On or about April 9, 1998, a Plat Map depicting The Sampson Altadena Condominiums was recorded in the Salt Lake County Recorder's Office as Entry No. 6920523, in Book 9804P at Page 85 ("Plat").

(C) On or about April 10, 1998, the Condominium Declaration for The Sampson Altadena Condominiums ("Enabling Declaration") was recorded in the Salt Lake County Recorder's Office, in as Entry No. 6922266, in Book 7940 at Page 1435.

(D) The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(E) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Units within the Project. Common Areas and Limited Common Areas are those areas that are depicted as Common Areas and Limited Common Areas in the recorded Plat Map(s), as well as any future recorded Plat Map(s), or as described in this Declaration. A Plat Map for the Property and other demonstrative exhibits is attached hereto as **Exhibit A**.

(F) The Association and its Members desire that the Board amend the Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation ("Articles") with the State of Utah.

(G) The Members, by and through the Board, desire to amend the original Bylaws, which were recorded on May 25, 2006 in Salt Lake County Recorder's Office as Entry No. 2182199. The Association and its Members hereby authorize and approve the recording of the Amended & Restated Bylaws, a copy of which is attached hereto as **Exhibit B** ("Bylaws"), which shall be recorded in the Salt Lake County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any prior, existing bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws. These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(H) As certified below, and as demonstrated by the signatures of the Owners attached hereto, Owners of record holding not less than sixty-seven percent (67%) of the total voting

power of the Association, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and the filing of the Articles.

(I) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Condominium Act, Utah Code Ann. § 57-8-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(J) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Unit located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and its successors in interest; and may be enforced by the Association, any Member, and their successors in interest.

(K) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Utah Condominium Act, Utah Code Ann. Sections 57-8-101 *et. seq.*

(B) “Allocated Interest” shall mean the undivided interest of an Owner (expressed as a percentage in **Exhibit “C”** to this Declaration) in the Common Areas and for the purpose of allocation of Assessments and voting rights in the Association.

(C) “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(D) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of

whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge. The amount of regular Assessments shall be in accordance with the Owner's Allocated Interest.

(E) "Articles" shall mean the Amended & Restated Articles of Incorporation for Sampson Altadena Condominium Homeowners Association, as amended from time to time.

(F) "Association" shall mean SAMPSON ALTADENA CONDOMINIUM HOMEOWNERS ASSOCIATION and as the context requires, the officers or directors of that Association.

(G) "Board" or "Board of Trustees" shall mean the duly elected and acting Board of Trustees of SAMPSON ALTADENA CONDOMINIUM HOMEOWNERS ASSOCIATION.

(H) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit B**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(I) "City" shall mean Salt Lake, Utah and its appropriate departments, officials and committees.

(J) "County" shall mean Salt Lake County, Utah and its appropriate departments, officials and committees.

(K) "Common Area(s)" unless otherwise more specifically provided in this Declaration, Common Areas mean everything and everywhere in the Project, except to the extent any fixture, structure, or other area is within the boundaries of or a part of a Unit, including but not limited to:

- (a) All real property included within the Project that is not within a Unit, including any air space or subsurface rights, whether leasehold or in fee simple for that real property;
- (b) Any foundations, columns, beams, supports, main walls, or roofs that are not part of a Unit;
- (c) All parking areas or other structures not within a Unit or assigned to a specific Unit;
- (d) All fixtures and equipment not within the boundaries of a Unit related to the provision of electricity, gas, water, television, internet, and electronic services and the removal of waste water;
- (e) As applicable, all apparatus and installations clearly intended and existing for common use;
- (f) The distribution systems for all utilities to a Unit or Common Areas;
- (g) All hallways and stairways;

- (h) The spaces between party walls;
- (i) The structure of party walls;
- (j) All yards, lawns, curbs, sidewalks, driveway, sprinkling systems, foundations, columns;
- (k) Laundry room in the Sampson and boiler room in the Altadena.
- (l) All Limited Common Areas and storage spaces; and
- (m) All other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

(L) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) managing, operating, insuring, improving, repairing, replacing and maintaining those items of Limited Common Areas that are the responsibility of the Association; (C) providing facilities, services and other benefits to Owners as set forth in this Declaration; (D) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (E) levying, collecting and enforcing the assessments; (F) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(M) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for The Sampson Altadena Condominiums, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(N) "Dwelling" shall mean the individual Unit, which is designed and intended for use and occupancy as a single family residence, together with all improvements located within the same Unit and used in conjunction with such residence.

(O) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(P) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Units, dwellings, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(Q) "Limited Common Areas" shall mean all property designated on the recorded Plat Map(s), or as described in this Declaration as Limited Common Area, for the exclusive use and enjoyment of one or more appurtenant Units but fewer than all of the Units, including but not limited to: balconies that are accessible only through Unit, or other areas depicted on Plat Map(s) or described in the Declaration as Limited Common Areas.

(R) "Manager" shall mean any entity or person engaged by the Board of Trustees to

manage the Project.

(S) "Occupant" shall mean a person or persons, other than an Owner in possession of, using, entering into, or living in a Unit or Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).

(T) "Owner" shall mean and refer to the Person or Persons who are vested with record title to a Unit, and whose interest in the Unit is held (in whole or in part) in fee simple, according to the records of the Salt Lake County Recorder's Office, including buyers under any contract for deed. However, Owner shall exclude any person or entity holding title solely for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. Membership in the Association is appurtenant to each Unit and an Owner shall be deemed a "Member" of the Association.

(U) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(V) "Plat(s)" or "Plat Map(s)" shall mean an official and recorded plat of The Sampson Altadena Condominiums in the Salt Lake County Recorder's Office, as it may be amended from time to time.

(W) "Project" shall mean all phases of The Sampson Altadena Condominiums and all Units, Common Areas, Limited Common Area, and other property within the Project, as shown on the Plat(s) and any future Plat(s) covering the Property.

(X) "Property" shall have the meaning set forth in the recitals.

(Y) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

(Z) "Unit" shall mean any individual residential dwelling or numbered Unit shown on any official and recorded Plat(s) of all or a portion of the Project. If the Project contains Improvements that share a Party Wall, Unit may also refer to each individually, owned Dwelling. Each Unit is identified on the Plat by a distinct Unit number that identifies the Unit. That number may or may not be consistent with the mailing address of the Unit.

(a) Subject to further specification herein, each Unit consist generally of all

structures on or within the boundary of the Unit, including but not limited to, all interior and exterior walls, wall surfaces, floors, ceilings, roofs, foundations, and fixtures. The Unit shall extend to the center of the walls shared with or abutting another Unit, which center shall form the boundary of the Units sharing that wall. Any structure that extends beyond the vertical plane of the ground level boundary of the Unit is part of the Unit if it is attached to or part of a Unit.

(b) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated boundaries of a Unit and serving only that Unit shall be part of the Unit.

(c) All exterior and interior doors, door jams, windows, window sills, window frames and all components therein, and garage doors, in or on the boundary of any Unit are part of the Unit. Skylights, if any, and all installations related thereto are part of the Unit.

(d) All garages located under or within structures shall be part of the Unit to the same extent as described above for the interior of the Unit.

(e) Variances between the Plat and as-built construction. The original construction shall be the controlling dimension for any structure in any Unit. The original construction shall be the first installation of foundations, framing, and wallboard. If the then current construction varies from the original as-built construction, then the Association may, at the expense of the Association or the Owner, require that the current construction be made to comply with the original construction. In determining who shall pay for the modification, the Management shall consider: (1) whether the Owner caused the nonconforming construction; (2) whether the Owner sought or obtained the Board of Trustees approval for any nonconforming construction; (3) whether other Owners engaged in similar nonconforming construction; (4) the overall culpability of the Owner as it relates to the nonconforming construction; (5) the reason for the nonconforming construction.

ARTICLE II
EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Unit. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for the necessary parking, access, and utility easements for use in common with others.

2.2 Easement Concerning Limited Common Area. The Association shall have a non-exclusive drainage and public utility easement and an easement for Association maintenance obligations, if any, in and to the Limited Common Area. With the exception of the rights and easements granted to the Association, the Owner(s) of a Unit shall have the exclusive use of all Limited Common Area appurtenant to their Unit.

2.3 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Units by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area;

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee; and

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, utility access/installation, and providing any other governmental or municipal service.

2.4 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication,

phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

2.5 Easements for Encroachments. If any part of the Common Area or Limited Common Area now existing upon any Unit or hereinafter constructed by Association encroaches upon a Unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area or Limited Common Area improvement on any Unit shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Unit or upon any portion of the Common Area or Limited Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Association. The Units, Common Area and Limited Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection during reasonable hours of the exterior of the Units, Common Area and Limited Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Area and Limited Common Area;
- (c) For correction of emergency conditions in Units, Common Area and Limited Common Area;
- (d) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(e) For inspection during reasonable hours of the exterior of Units, Common Area and Limited Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE III
UNITS & COMMON AREAS

3.1 Units.

(a) The Project consists of two (2) Buildings, containing a total of seventeen (17) Units, as depicted on the Plat(s) or exhibits attached to this Declaration.

(b) All Units shall be capable of being independently owned, encumbered and conveyed. The owner or Owners of each Unit shall be entitled to the exclusive possession and control of such Unit, subject to the rights of the Association set forth in the Governing Documents.

3.2 Use of Units. The use of Units shall be for single-family, residential purposes only.

3.3 Description of Units. The Units are described in Plat(s), and as depicted on **Exhibit "A"**.

3.4 Separate Taxation of Units. Each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

3.5 Modification to Units. Without prior, written approval from the Board, an Owner may not make any repairs, modifications or alterations to any part of the exterior of a Unit or Building. All repairs to the exterior of the Units or Building will be managed by the Association to ensure that modification or repairs be made in a particular manner and with qualified persons to maintain conformity within the Project.

(a) Without prior approval of the Board, none of the following shall occur at any time: (1) any use of the Common Area for staging, storage, assembly, or construction, (2) any nuisance as established by law or by the Governign Documents, (3) any blocking of the Common Area by vehicles, materials, or persons, or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to remodeling.

(b) Given the age of the Units and Buildings and their infrastructure, the Board shall approve in writing any remodeling; (1) that modifies the interior of

any Unit from the original construction, or (2) that would require existing walls, pipes, wires or other interior elements to be moved, modified or replaced.

(c) All remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures.

(d) Prior to the start of any construction, plans and drawings must be submitted to the Board for review. At the time of submittal, a copy of all contractors names, contact numbers and vehicle types shall be submitted along with a copy of their City Business License and a copy of their worker's compensation policy and a certificate of insurance naming the Association as additional insured. Said certificate shall meet the minimum requirements for liability and vehicle coverage.

3.6 Ownership of Common Areas. The Common Areas shall be owned by the Owners of all of the Units as tenants in common. A percentage of undivided interest in the Common Areas shall attach to each Unit, as set forth in **Exhibit "C"**. Upon any conveyance or transfer of a Unit, the undivided interest in Common Areas attributable to such Unit shall automatically be conveyed or transferred with the Unit. No undivided interest in Common Areas may be transferred or conveyed separate or apart from the Unit to which the undivided interest is attributable. Each Owner shall have a license to use all of the Common Areas, subject to the terms and conditions of the Governing Documents.

3.7 Shares of Common Expenses. Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated among all Units as set forth in **Exhibit "C."**

3.8 Voting. At any meeting of the Association requiring a vote of Owners, each Owner of a Unit, provided said Owner is in compliance with the Governing Documents, shall be entitled to cast the number of votes assigned to each Unit, as set forth in **Exhibit "C"** attached hereto, and as further delineated in the Bylaws.

ARTICLE IV **LIMITED COMMON AREAS**

4.1 Notwithstanding anything in the Association Documents to the contrary, only the Owner or Owners of the Unit or Units to which any Limited Common Areas relate, as designated on the Plats, may use such Limited Common Areas, it being intended that Limited Common Areas shall be available for the use of any other Owner or Owners appurtenant thereto. The Limited Common Areas are depicted on the recorded Plats, as well as described in attachments to this Declaration.

4.2 Limited Common Area shall be used exclusively by the Owner of the Unit to

which such Limited Common is appurtenant. No Severance of Limited Common Area. The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

ARTICLE V

MAINTENANCE OF COMMON AREAS, LIMITED COMMON AREAS AND UNITS

5.1 Maintenance of Common Areas. Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate.

5.2 Maintenance of Limited Common Areas. The Limited Common Areas within the Property are comprised of private patios appurtenant to one or more Unit(s). Accordingly, the maintenance of the Limited Common Areas is the responsibility of the Unit(s) appurtenant to said Limited Common Areas.

5.3 Snow Removal. The Association shall make reasonable and prudent efforts to contract with a third party for the removal of snow from sidewalks, driveways and other relevant Common Areas within the Project. Owners shall be responsible for removing snow from entryways, porches, patio areas, Limited Common Areas and other applicable areas on their Lot. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. The work of removing snow will be delegated to a third party, who will utilize its discretion in the frequency of the snow removal and the amount of accumulation meriting removal. The Association shall not be responsible or liable for said third party's discretion and removal of snow.

5.4 Association Responsibility for Maintenance of Units. The Association shall furnish and be responsible for, at the Association's expense, the maintenance, repair and replacement of the following:

- (a) Roofs, rain gutters and window wells;
- (b) Foundations (excluding any concrete pad within a Unit and concrete floors of basement Units);
- (c) Structural components, framing and insulation in ceilings, main roof, and any exterior or bearing walls;
- (d) Structural components, framing and insulation in interior walls of Units that are common to two or more Units;

(e) Sewer and drainage pipes, water, and utility lines to the extent said utilities serve two or more Units; and

(f) Outside exterior surfaces of Units.

5.5 Owner's Responsibility for Maintenance of Units. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace such Owner's Unit and the Improvements constituting a part thereof, in good order and repair, including:

(a) Entryways, decks, patios, balconies, porches and gates;

(b) All interior and exterior doors, including frames, locks, hinges, door jams and garage doors;

(c) Finished interior of the Unit, including: flooring, tiles, wallpaper, paint, carpet, wood, fireplaces, other material comprising finished interior floors, walls or ceilings;

(d) Framing and insulation associated with interior walls;

(e) Drywall, wallboard and similar materials within a Unit;

(f) Skylights, windows, window sills, window frames, glass, screens, and patio doors;

(g) Sewer and drainage pipes, wiring, power, water and other utility lines to the extent located within an Owner's Unit;

(h) Concrete pads within Unit(s) or garage(s);

(i) Plumbing fixtures, fans, stoves, refrigerators, appliances, heaters, furnaces, fireplaces, vents, chimneys, HVAC systems, compressors, condensers, ducting, air conditioning, swamp cooler causing water damage to exterior walls, water spigots, lighting fixtures, pipes, and similar appliances, fixtures and pipes that exclusively serve an Owner's Unit(s);

(j) Patio and deck flooring and structures within the Limited Common Area and Units to extent that they have been modified by the Owner from the original construction;

(k) Balconies, decks, sheds, fences, and gates to the extent that they have been modified by the Owner from the original construction;

(l) All other items that are owner improvements, including solar panels, awnings, attic vents, and roof-mounted equipment and devices (and necessary attachments and water seals therefore);

(m) Any of the following located wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively: lighting fixtures (including lighting attached to exterior walls, but not including Association security lights), fans, plumbing fixtures (other than pipes located outside of a Unit and that do not exclusively serve that Unit), stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers, ducting, and forced air units). Intercoms, security systems, water spigots and bibs, vents, chimneys and fireplaces, and such other appliances, fixtures, and decorations as an Owner may install as permitted in this Declaration;

(n) The Owner shall be responsible for keeping the Unit and all entryways, sheds, porches, patios, and fences bordering any Limited Common Areas in a clean and sanitary condition, free of pests and rodents, and uncluttered. The Board of Trustees may establish Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed on Limited Common Area or in any Unit, which may include a prohibition on leaving, installing or storing any items in such places;

(o) If, in the reasonable judgment of the Association, an Owner fails to maintain the Owner's Unit, or the exterior of any improvements constituting a part thereof in good order and repair, and such failure remains uncured for more than thirty days after the Association's delivery of written notice thereof to such Owner, the Association may enter upon such Unit and perform such maintenance or repair as the Association deems necessary or advisable and charge all costs and expenses incurred by the Association in connection therewith to the Owner.

ARTICLE VI
MEMBERSHIP

6.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

ARTICLE VII
HOMEOWNER ASSOCIATION

7.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Units within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Unit, and is transferable only in conjunction with the transfer of the title to the Unit. The Association shall serve as the organizational body for all Owners.

7.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner's Unit; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense (with the exception of water, sewer, power and natural gas); (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, this shall not limit the individual right of Owner(s) to personally enforce these covenants in their own name. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners. Owners may appear individually.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation, including reasonable attorney fees, against the Owner(s) or Unit(s) in question.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Unit as necessary to carry out its functions. Assessments shall be levied against all Units in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Unit, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval of a majority of a quorum of the Owners at a Special or Regular Meeting, or upon the written consent of a majority of Owners.

(c) In addition, the Association may levy individual assessments on every Unit, the Owner or occupant that shall cause any damage to the Project or

otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Unit(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) The Association may levy a reserve fund assessment, as set forth in this article.

(e) The Association may levy other assessments or fees, as authorized by the Governing Documents.

7.4 Budget. The Board is authorized and required to adopt a budget for each fiscal year, no later than 30 days prior to the beginning of the fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting.

(a) The Board shall provide a copy of the approved budget to all Owners within 30 days after the adoption of a budget or adoption of a revised budget.

(b) The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budget.

(c) The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.

(d) Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments.

(e) The Association shall not borrow money without the approval of at least sixty-seven percent (67%) of the Owners.

(f) The budget may be disapproved if, within 45 days after the meeting wherein the Board presented the adopted budget to the Owners, there is a vote of disapproval by at least 51% of the Owners at a Special Meeting called for that purpose. If a budget is disapproved, the budget shall return to the last approved budget.

7.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area and Limited Common Areas that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (a) The Board may not use money in a reserve fund:
 - (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
 - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or
 - (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

7.7 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Lot occurs in an amount determined by the Board, but no more than a maximum fee of \$700.00.

7.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Unit on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

7.9 Fines. The Association shall have the power to assess a fine against an Owner (or their Unit) for a violation of the terms and conditions of the Governing Documents in accordance with the requirements of the Act. The Association may adopt Rules to modify the amount of Fines set forth herein or do adopt additional amounts for specific violations.

(i) First Violation. The Association shall give a written warning to the Owner or Occupant by hand-delivery, first class mail, or email (if the association has an email address for the Owner for notification purposes). The notice shall describe the violation, cite to the rule or provision of the Governing Documents that is being violated, and inform the Owner or Occupant that a fine will be imposed if a second similar violation occurs, or if a continuing violation is not cured within 48 hours.

(ii) Second Violation. Upon the second violation of similar type for a period of one (1) year after the first warning, or for a violation that continues for ten (10) days after the initial 48 hour warning period, a fine of \$100.00 shall be imposed on the Owner and/or Occupant.

(iii) Third Violation. Upon the third violation and each additional violation of the same type, for a period of one (1) year after a Second Warning, or for a violation that continues for ten (10) days after the Second Warning, a fine of \$200.00 shall be imposed on the Owner and/or Occupant.

7.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) consistent with the Act.

7.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas and Limited Common Areas; (b) the location and items that may be kept or stored within the Project; (c) the use of any facilities owned by the Association; (d) the collection and disposal of refuse; (e) the maintenance of animals in the Project; (f) collection policies and procedures; and (g) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

7.12 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his/her account, the Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Lot Owner's sale of his/her Lot, the Association may charge a fee not to exceed \$50.

7.13 Availability of Documents. The Association shall make available, for inspection and copying, to the Owners (and their lenders, insurers and/or authorized agents) current copies of the Governing Documents and other minutes, records and/or financial statements for the Association consistent with the Act.

7.14 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

7.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

7.16 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Trustees may serve consecutive terms, and may also serve as officers of the Association.

7.17 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board of Trustees and officers to maintain accurate financial records of the Association.

ARTICLE VIII

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

8.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 Due Date, Charges & Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10 of each month. The Board may charge a late fee, as set by the Board, not to exceed an amount of \$55.00, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by a Manager related to collections.

8.3 Lien. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments (and fines that become lienable) prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

8.4 Foreclosure. The Association shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Unit not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

8.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Unit(s), and/or other obligees jointly and severally.

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

8.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

8.8 Appointment of Trustee. The Association hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Unit and all Improvements to the Unit for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE IX
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

9.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE X
USE LIMITATIONS & RESTRICTIONS

10.1 Single Family. All Units shall be used only for single-family residential purposes.

10.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Unit may be occupied in a manner that is in violation of any statute, law or ordinance.

10.3 Licensed Contractor. Unless the Architectural Control Committee or Board of Trustees gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Unit except by a licensed contractor, bonded, duly qualified and licensed by state of Utah, City of Salt Lake, or the appropriate governmental authorities.

10.4 No Mining Uses. The property within the Project shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

10.5 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Unit for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

10.6 Restriction on Signs. No signs will be permitted on any Unit or within the Project, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Improvement while it is under construction. Signs indicating the Unit is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet.

10.7 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City and/or County.

10.8 Dwelling to be Constructed First. No garage, out building or other Improvement may be constructed prior to the construction of Dwelling on the Unit.

10.9 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Unit which service installations entirely within that Unit. No above-ground propane tanks may be installed on any Unit, with the exception of a small tank for a gas grill. Cable or phone lines existing as of the date this Declaration is recorded are deemed to not be in violation of this provision.

10.10 Sewer Connection Required. All Units are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Unit. All Dwellings must be connected to the sanitary sewer system.

10.11 Drainage. No Owner shall alter the direction of natural drainage from his Unit, nor shall any Owner permit accelerated storm run-off to leave his Unit without first using reasonable means to dissipate the flow energy.

10.12 No Transient Lodging Uses. The Units are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No Dwelling on a Unit shall be subjected to time interval ownership.

10.13 No Re-Subdivision. No Unit may be re-subdivided.

10.14 Combination of Units. No Unit may be combined with another Unit without the consent of the ACC or Board of Trustees.

10.15 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction or remodeling unless any delays are approved in writing by the ACC or Board of Trustees.

10.16 Maintenance of Property. All Units, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Unit or the Improvements on it to fall into a state of disrepair.

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

weekdays between 10:00 p.m. and 7:00 a.m. and weekends between 11:00 p.m. and 7:00 a.m.

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

10.19 No Unsightliness. No unsightliness is permitted on any Unit. This shall include, without limitation, the open storage of any building materials (except during construction of an Improvement); open storage or parking of construction equipment; open storage or parking of vehicles, trailers or other pieces of equipment that are unusable, in poor condition or unsightly; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; and the storage or accumulation of any other material that is unsightly.

10.20 Garbage. All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Units, roadways and Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the Rules of the Board.

10.21 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the Unit on which it is installed. This shall not apply to street lighting maintained by the City and/or County. Holiday or seasonal decorative lights, that otherwise comply with the terms of the Governing Documents, are permitted.

10.22 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Unit which creates noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Units, except for security or fire alarms.

10.23 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets (maximum of two) may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the Owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, or within the Dwelling of the Owner. Pet owners shall promptly remove and dispose of all excrement emitted by their pets. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted. Failure to abide by these conditions shall result in fines, as authorized by the Board, and removal of the offending pet from the Project.

(a) The maximum weight limit for a single dog is 50lbs, and the combined weight of any two dogs may be no more than 70lbs. Notwithstanding any of the foregoing, no dog or any breed that is commonly known as an aggressive breed shall be allowed including, but not limited to, Pit Bulls, Rottweilers, and Doberman Pinschers.

10.24 Landscaping. Any vegetation planted by an Owner with prior, written permission from the ACC or Board shall be maintained in good condition by the Owner. Prior written permission must be obtained by the ACC or Board to materially modify exterior landscaping on any Unit.

10.25 Vehicles & Parking. No on-site parking exists for the Project. Vehicles should be parked consistent with City code and ordinances. Bicycles, motorcycles and other equipment that is parked or left within designated areas in the Project is done so at Owners or Occupants own risk. The association is not responsible for vehicles or equipment parked or left within the Project. The Association reserves the right to adopt Rules relating to the parking of vehicles or equipment within the Project.

10.26 Exterior Antennas and Satellite Dishes. An Owner is first required to utilize existing cables, satellite dishes, antennas and related structures before installing any new hardware to the exterior of the Dwelling or Unit. Prior, written approval from the ACC or Board of Trustees as to the location of any new satellite dishes, antennas, cables and related hardware is required.

10.27 Smoking. Consistent with the Utah Clean Air Act, Owners and/or Occupants shall not smoke or permit any smoking within the Project, except within designated areas or balconies (provided that does not create a nuisance for neighboring Owners and/or Occupants). The Association reserves the right to adopt Rules modifying smoking restrictions and fines related thereto.

10.28 A Unit Owner shall keep his Unit, including the areas surrounding his Unit and any balcony, clean and slightly at all times and shall not use his patio and/or balcony for storage. The only permitted items on balconies shall be lawn type furniture, a gas barbecue, and bicycles or tricycles. No charcoaling, except by gas grill, shall be permitted on the Property, unless a specific area is designated by the Condominium Association.

10.29 A Unit Owner shall not obstruct the Common Areas and Facilities. A Unit Owner shall not place or store anything within the Common Areas and Facilities without the prior written consent of the Association or its designee.

10.30 Without the prior written consent of the Association or its designee, a Unit Owner shall not permit anything to be done or kept in or about his Unit that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance on

the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

10.31 Without the prior written consent of the Association or its designee, a Unit Owner shall not permit any sign of any kind to be displayed to the public view from his Unit except for a small sign (not to exceed 17 X 22) stating that the Unit is for sale.

ARTICLE XI
RENTAL/LEASE RESTRICTIONS

11.1 Declaration and Rules Governing Non-Owner Occupied Dwellings. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Dwelling shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

11.2 Permitted Rules. The Board of Trustees may adopt Rules requiring:

- (a) Reporting and procedural requirement related to non-owner occupied Dwellings and the occupants of those Dwellings, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and
- (b) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

11.3 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Dwellings must comply with the following provisions:

- (a) Any Lease or agreement for otherwise allowable non-owner occupancy must be in writing, must be for an initial term of at least thirty (30) days, and shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident;

(b) A copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association at least 10 days prior to occupancy;

(c) Daily and weekly occupation is prohibited (whether pay or not). This provision is not intended to prevent an Owner from having a guest stay with the Owner provided that they comply with the other terms and conditions of the Governing Documents; and

(d) The Owner(s) of a Dwelling shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Board of Trustees, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board of Trustees, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Lot expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.

ARTICLE XII ARCHITECTURAL CONTROL COMMITTEE

12.1 Architectural Control Committee ("ACC"). An Architectural Control Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ACC is appointed, the Board will assume the duties and responsibilities of the ACC.

12.2 Approval by Board or ACC Required. No interior or exterior Improvement of any kind will be constructed or commenced on any Unit(s) without the prior, written approval of the ACC. Approval of the Committee will be sought in the following manner:

(a) Plans Submitted. A written rendering, prepared by a licensed architect or engineer, of the proposed remodeling or construction must be submitted. The Plans shall also include: (1) a description of how debris will be removed; (2) name, address and phone number of contractor(s) performing the work; (3) when construction or remodeling will begin and conclude; and (4) proposal to mitigate any nuisance to other Owner(s).

(b) Review. Within 30 days from receipt of the submitted plans, the ACC or

Board of Trustees will review the plans and respond in writing to the Owner determining whether or not the plans comply with the conditions imposed by the Declaration and are consistent with and in architectural harmony with other Improvements within the Project. The Board or ACC may: (1) approve the plans; (2) reject the plans; (3) request additional information; or (4) require that certain conditions be met.

(c) Failure to Act. If the ACC or Board fails to respond, the Owner may complete the construction in accordance with the submitted plans. Notwithstanding the Improvement(s) shall not violate the terms and condition of the Declaration and shall be in architectural harmony with the other Improvements in the Project.

12.3 Variiances. The ACC or Board cannot grant any variance that has the effect of modifying applicable zoning or building code regulations or directly violates the Governing Documents. The burden of obtaining a variance is entirely on the applicant.

12.4 Board and ACC Not Liable. The Board, ACC and its members shall not be liable to the applicant for any damages, or to the Owners of any Units within the Project for their actions, inactions, or approval or disapproval of any set of plans submitted for review. The Owners' shall have no claim against the Board or ACC as a result of the performance or failure to perform the duties created by this Declaration. Each Owner has an equal duty and right to enforce these covenants against every other Owner, and may seek independent redress if it believes the Board or ACC has acted improperly.

12.5 Limitations on Review. The ACC's or Board's review is limited to those matters expressly granted in this Declaration. The ACC shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ACC or Board's prior to construction.

12.6 Professional Assistance. If at any time the ACC shall determine that it would be in the best interest of the Association for the Architectural Control Committee to employ professional assistance to review a proposed Improvement, the ACC may utilize its discretion in retaining a third-party professional to provide assistance.

ARTICLE XIII
INSURANCE

13.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

13.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, Limited Common Areas and Units.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Dwellings if applicable) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(3) A blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property’s insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

(4) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available (ii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of one million dollars (\$1,000,000) or the insurable value of the building containing the equipment.

(5) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

(b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- (i) The Association's policy provides primary insurance coverage; and
- (ii) The Owner is responsible for the Association's policy deductible; and
- (iii) The Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

(1) (a) As used in this Article:

- (i) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
- (ii) "Dwelling Damage" means damage to any combination of a Dwelling or a Limited Common Area appurtenant to a Dwelling.
- (iii) "Dwelling Damage Percentage" means the percentage of total damage resulting in covered loss that is attributable to Dwelling Damage.

(b) An Owner who owns a Dwelling has suffered Dwelling Damage as part of a Covered Loss is responsible for an amount calculated by applying the Dwelling Damage Percentage for that Dwelling to the amount of the deductible under the Association's property insurance policy.

(c) If an Owner does not pay the amount required under this Article within 30 days after substantial completion of the repairs to, as applicable, the Dwelling or the Limited Common Area appurtenant

to the Dwelling, the Association may levy an assessment against the Owner for that amount.

(c) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible. If the amount held in this account is used to pay any deductible, it shall be replenished within (12) months.

(d) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Trustees determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(e) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation) for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

13.4 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area, Limited Common Areas or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

13.5 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Trustees, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Trustees, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

13.6 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers and Board of Trustees member of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors and employees of any manager of the Association.

13.7 Worker's Compensation Insurance. The Board of Trustees shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law.

13.8 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

13.9 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies. Owners are required to submit proof of insurance to the Board.

13.10 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable the Association; and shall not be payable to a holder of a security interest. Insurance proceeds

shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Dwellings. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.11 Owner Act Cannot Void Coverage under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

13.12 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

13.13 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL PROPERTY, FIRE AND EXTENDED COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT.**

ARTICLE XIV DAMAGE & DESTRUCTION

14.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas and/or Limited Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas and/or Limited Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas and/or Limited Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

14.2 Any damage or destruction to the Common Areas and/or Limited Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as

a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas and/or Limited Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

14.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas and/or Limited Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas and/or Limited Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XV
DISBURSEMENT OF PROCEEDS

15.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas and/or Limited Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVI
REPAIR AND RECONSTRUCTION

16.1 If the damage or destruction to the Common Areas and/or Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVII
CONDEMNATION

17.1 Whenever all of any part of the Common Areas and/or Limited Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas and/or Limited Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas and/or Limited Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Trustees of the Association. If the taking does not involve any improvements of the Common Areas and/or Limited Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver

of the contents contained in this Declaration in the future or against other similar violations.

18.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

18.3 Limited Liability. Neither the Board, the Architectural Control Committee, its individual members, nor any Owner shall have personal liability to any other Owner for actions or inactions taken under these covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these covenants, and without malice.

18.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Dwelling, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

18.5 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF TRUSTEES HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

18.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

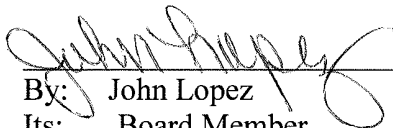
18.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the total votes of the Association. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

18.8 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Unit in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Unit, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Unit.

18.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

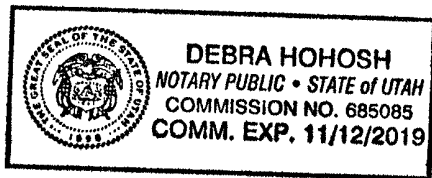
18.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

Sampson Altadena Condominium Homeowners Association., a Utah non-profit corporation


By: John Lopez
Its: Board Member

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 21st day of April, 2016, personally appeared before me John Lopez, who being by me duly sworn, did say that he is a Board Member of Sampson Altadena Condominium Homeowners Association. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



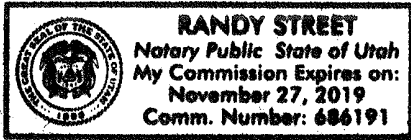

Notary Public

Sampson Altadena Condominium Homeowners Association., a Utah non-profit corporation

Liz Burks
By: Liz Burks
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 9th day of May, 2016, personally appeared before me Liz Burks, who being by me duly sworn, did say that she is a Board Member of Sampson Altadena Condominium Homeowners Association. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Randy Street
Notary Public

Sampson Altadena Condominium Homeowners Association., a Utah non-profit corporation

By: Shannon McCann
Its: Board Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this _____ day of _____, 2016, personally appeared before me Shannon McCann, who being by me duly sworn, did say that she is a Board Member of Sampson Altadena Condominium Homeowners Association. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Notary Public

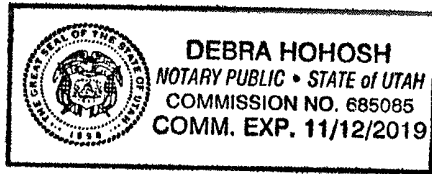
Sampson Altadena Condominium Homeowners Association., a Utah non-profit corporation

Shannon McCann
By: Shannon McCann
Its: Board Member

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 21st day of April, 2016, personally appeared before me Shannon McCann, who being by me duly sworn, did say that she is a Board Member of Sampson Altadena Condominium Homeowners Association. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Debra J. Hohosh
Notary Public



Owners' Approval, Ratification and Consent of this Amended & Restated Declaration of Covenants, Conditions & Restrictions for Sampson Athens Condominiums ("Declaration"), the Amended & Restated Bylaws of Sampson Athens Condominium Homeowners Association ("Bylaws"), and the Amended & Restated Articles of Incorporation of Sampson Athens Condominium Homeowners Association ("Articles")

The Undersigned Owners, or their authorized proxies, hereby acknowledge that they approve, ratify and consent to the recording of this Declaration and Bylaws, and the filing of the Articles.

Unit # or Address	Proxy's Name (if applicable)	Proxy Owner's Name	Signature of Owner or Proxy	Date
#9 ✓	SAMPSON IN Bldg	SAMPSON IN Bldg		3/22/16
#7 ✓	SAMPSON IN Bldg	SAMPSON IN Bldg		3/22/16
6A ✓		USLEY/FAIRBANKS Sally Greer		3/22/16
A4 ✓		Robert Ellis		3/22/16
A1 ✓		Shannon McLann Candace Allgood		3/22/16
A2 ✓				3/22/16
A1 ✓	Samantha Greer	Samantha Greer		3/23/16

Owners' Approval, Ratification and Consent of this Amended & Restated Declaration of Covenants, Conditions & Restrictions for Sampson Altadena Condominiums ("Declaration"), the Amended & Restated Bylaws of Sampson Altadena Condominium Homeowners Association ("Bylaws"), and the Amended & Restated Articles of Incorporation of Sampson Altadena Condominium Homeowners Association ("Articles")

The Undersigned Owners, or their authorized proxies, hereby acknowledge that they approve, ratify and consent to the recording of this Declaration and Bylaws, and the filing of the Articles.

Unit # or address	Proxy Name (if applicable)	Proxy Owner's Name	Signature of Owner or Proxy	Date
#9	SANCHEZ	DOLYCE	[Signature]	3/20/16
#7	LEE BARKS	LEE BARKS	[Signature]	3/20/16
6A		LESLIE FORTINER	[Signature]	3/20/16
6		ROBERT ENIS	[Signature]	3/22/16
A1		SHARON MCLANNON	[Signature]	3/22/16
A1		ANDREW WILLIAMS	[Signature]	3/22/16
A2		ANDREW WILLIAMS	[Signature]	3/22/16
54	✓ John Lopez	HORMAN SEIBERL	[Signature]	3/20/16

Owners' Approval, Ratification and Consent of this Amended & Restated Declaration of Covenants, Conditions & Restrictions for Sampson Altadena Condominiums ("Declaration"), the Amended & Restated Bylaws of Sampson Altadena Condominium Homeowners Association ("Bylaws"), and the Amended & Restated Articles of Incorporation of Sampson Altadena Condominium Homeowners Association ("Articles")

The Undersigned Owners, or their authorized proxies, hereby acknowledge that they approve, ratify and consent to the recording of this Declaration and Bylaws, and the filing of the Articles.

Unit # or Address	Print Proxy's Name (if applicable)	Print Owner's Name	Signature of Owner or Proxy	Date
#9	SCHULOPRZ	SCHULOPRZ	[Signature]	3/22/16
#7	Liz Bels	Liz Bels	[Signature]	3/22/16
6A		Yusey/Robert/Erika	[Signature]	3/22/16
6		Ad Gestes	[Signature]	3/22/16
A4		Robert Ellis	[Signature]	3/22/16
A1		Shannon McLann	[Signature]	3/22/16
A2		Caracas - allroad	[Signature]	4/22/16
SS		Eric Hammer	[Signature]	3/25/16
SS ✓		Sarah Mayor	[Signature]	3/25/16

Owners' Approval, Ratification and Consent of this Amended & Restated Declaration of Covenants, Conditions & Restrictions for Sampson Altadena Condominiums ("Declaration"), the Amended & Restated Bylaws of Sampson Altadena Condominium Homeowners Association ("Bylaws"), and the Amended & Restated Articles of Incorporation of Sampson Altadena Condominium Homeowners Association ("Articles")

The Undersigned Owners, or their authorized proxies, hereby acknowledge that they approve, ratify and consent to the recording of this Declaration and Bylaws, and the filing of the Articles.

Unit # or Address	Proxy Name (if applicable)	Proxy Owner's Name	Signature of Owner or Proxy	Date
#9	SOLLOPERZ LN Bldg	SOLLOPERZ LN Bldg	[Signature]	3/23/16
#7	LN Bldg	USLEY/FAISER/SENER LN Bldg	[Signature]	3/22/16
6A		Jed & Gretchen	[Signature]	3/23/16
A4		Robert Ellis	[Signature]	3/23/16
A7		Shannon McLean	[Signature]	3/23/16
A2		"Audace" Cleland	[Signature]	3/23/16
#56 ✓		MADY EMMERTSON	[Signature]	3/23/16

Owners' Approval, Ratification and Consent of this Amended & Restated Declaration of Covenants, Conditions & Restrictions for Sampson Altadena Condominiums ("Declaration"), the Amended & Restated Bylaws of Sampson Altadena Condominium Homeowners Association ("Bylaws"), and the Amended & Restated Articles of Incorporation of Sampson Altadena Condominium Homeowners Association ("Articles")

The Undersigned Owners, or their authorized proxies, hereby acknowledge that they approve, ratify and consent to the recording of this Declaration and Bylaws, and the filing of the Articles.

Unit # or Address	Print Proxy's Name (if applicable)	Print Owner's Name	Signature of Owner or Proxy	Date
#9	JOHN LOPEZ	JOHN LOPEZ	<i>[Signature]</i>	3/22/16
#7	LIN BARKS	LIN BARKS	<i>[Signature]</i>	3/22/16
6A		USLEY/EMERSON/ELITE	<i>[Signature]</i>	3/22/16
6		JACK GARDNER	<i>[Signature]</i>	3/22/16
A4		ROBERT ELITE	<i>[Signature]</i>	3/22/16
A7		SHANNON McLENNAN	<i>[Signature]</i>	3/22/16
A2		SHANNON McLENNAN	<i>[Signature]</i>	3/22/16
S8	John Lopez	Tom Diacalbon	<i>[Signature]</i>	3/23/16

EXHIBIT "A"

Plat Map

SAMPSON ALTADENA CONDOMINIUMS
30 SOUTH 300 EAST
SALT LAKE CITY, UTAH
SHEET 1 - OVER-ALL BOUNDARY

SAMPSON ALTADENA CONDOMINIUM CONVERSION
RECORD OF SURVEY MAP

SURVEYOR'S CERTIFICATE
I, SURVEYOR, IN MY CERTIFICATE, HAVE A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF SURVEY MAP AND THE ORIGINAL RECORD OF SURVEY MAP HAS BEEN FILED IN THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH, AND THE ORIGINAL RECORD OF SURVEY MAP IS AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH, AND THE ORIGINAL RECORD OF SURVEY MAP IS AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH.



OWNER'S CERTIFICATE OF CONSENT TO RECORD

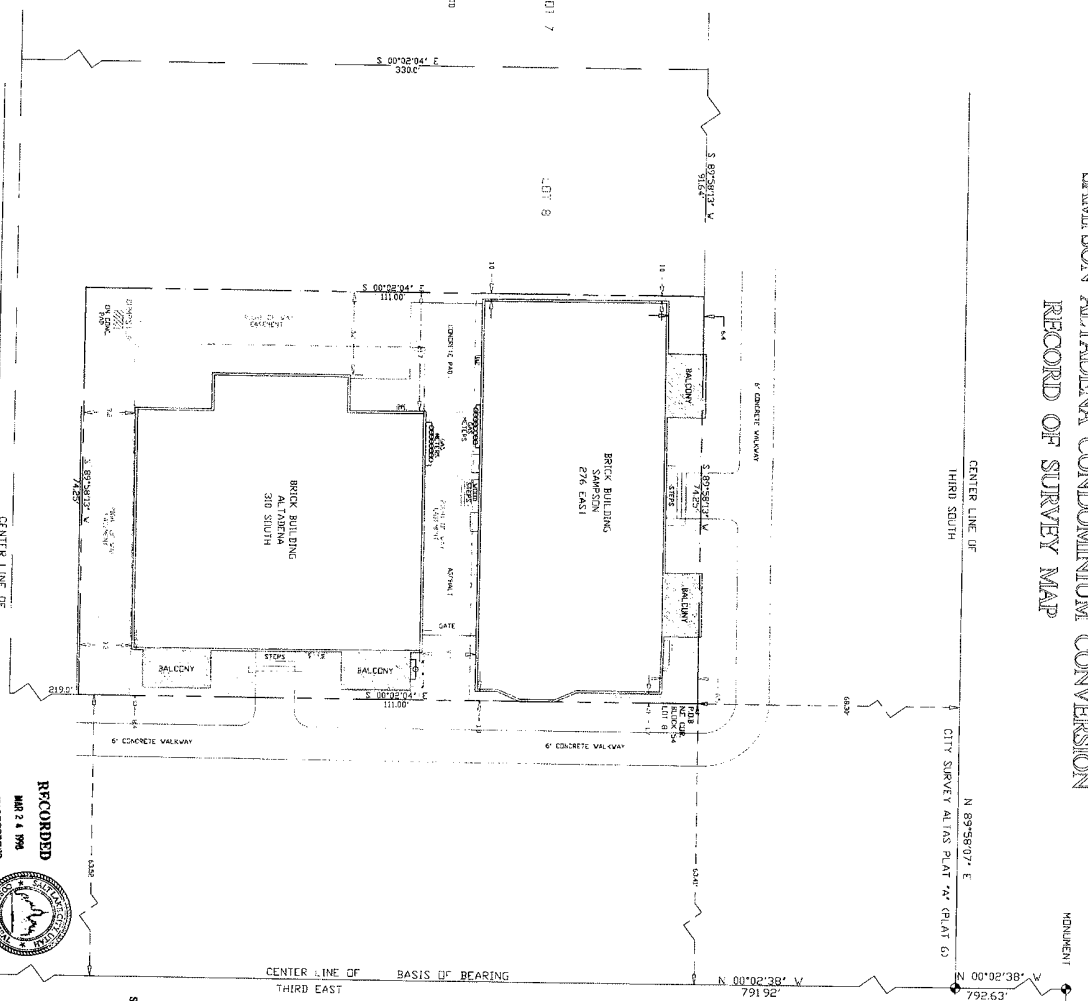
THE UNDERSIGNED, THE OWNER OF THE PROPERTY DESCRIBED IN THE RECORD OF SURVEY MAP, HEREBY CERTIFY THAT THE RECORD OF SURVEY MAP IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF SURVEY MAP AND THE ORIGINAL RECORD OF SURVEY MAP HAS BEEN FILED IN THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH, AND THE ORIGINAL RECORD OF SURVEY MAP IS AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH.

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SALT LAKE
I, [Name], do hereby certify that the above and foregoing is a true and correct copy of the original record of survey map and the original record of survey map has been filed in the office of the surveyor, Salt Lake County, Utah, and the original record of survey map is available for examination by the public at the office of the surveyor, Salt Lake County, Utah.

NOTICE TO PURCHASERS:
AN ADDITIONAL ELECTRICAL CIRCUIT WILL BE KEPT OPEN FOR ALL APPLICABLE DEVICES.
* THESE IS NO OFF-STREET PARKING INCLUDED IN THIS PROJECT.

CONDOMINIUM CONVERSION FOR CENTRAL REDEVELOPMENT PARTNERSHIP OF SALT LAKE
30 SOUTH 300 EAST
SALT LAKE CITY, UTAH 84106



CITY DEPARTMENT OF PUBLIC SERVICES
I HEREBY CERTIFY THAT THE RECORD OF SURVEY MAP IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF SURVEY MAP AND THE ORIGINAL RECORD OF SURVEY MAP HAS BEEN FILED IN THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH, AND THE ORIGINAL RECORD OF SURVEY MAP IS AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH.

CITY PUBLIC UTILITIES
I HEREBY CERTIFY THAT THE RECORD OF SURVEY MAP IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF SURVEY MAP AND THE ORIGINAL RECORD OF SURVEY MAP HAS BEEN FILED IN THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH, AND THE ORIGINAL RECORD OF SURVEY MAP IS AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH.

CITY PLANNING DIRECTOR
I HEREBY CERTIFY THAT THE RECORD OF SURVEY MAP IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF SURVEY MAP AND THE ORIGINAL RECORD OF SURVEY MAP HAS BEEN FILED IN THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH, AND THE ORIGINAL RECORD OF SURVEY MAP IS AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH.

CONDOMINIUM CONVERSION FOR CENTRAL REDEVELOPMENT PARTNERSHIP OF SALT LAKE
30 SOUTH 300 EAST
SALT LAKE CITY, UTAH 84106

RECORDED
MAY 24, 2006
CITY RECORDER

CITY & LIBRARY
I HEREBY CERTIFY THAT THE RECORD OF SURVEY MAP IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD OF SURVEY MAP AND THE ORIGINAL RECORD OF SURVEY MAP HAS BEEN FILED IN THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH, AND THE ORIGINAL RECORD OF SURVEY MAP IS AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE OFFICE OF THE SURVEYOR, SALT LAKE COUNTY, UTAH.

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93-4P-85

DRAWING NUMBER

DRAWING NUMBER
93-4P-85

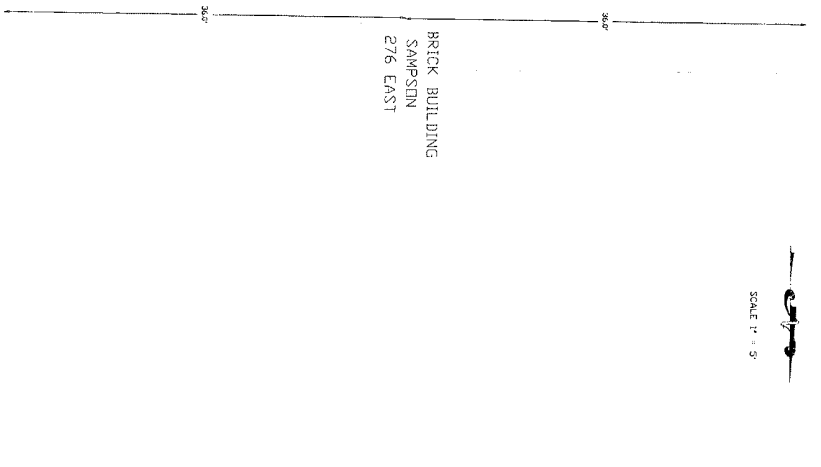
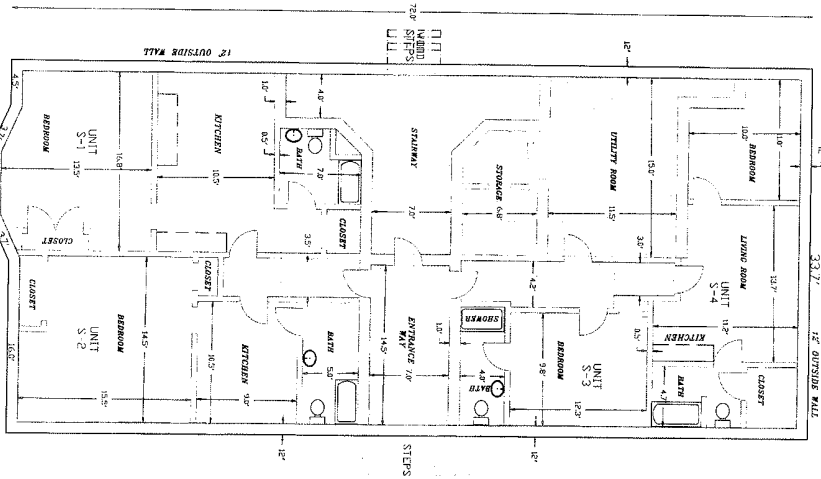
DRAWING NUMBER

DRAWING NUMBER

SAMPSON ALTADENA CONDOMINIUMS
 300 SOUTH 300 EAST
 SALT LAKE CITY, UTAH
 SHEET 2 - BUILDING FLOOR LAYOUT

SAMPSON CONDOMINIUM FLOOR PLAN

TYPICAL UNIT
 BASEMENT & MAIN LEVEL



SAMPSON ALTADENA CONDOMINIUMS CONSISTING OF 7 SHEETS
 SHEET 1 - OVER-ALL BUILDING & FINISHED DIMENSIONS
 (ELEVATIONS & INTERIORS AND LEVEL OF COMMON OWNERSHIP & UTILITIES)
 SHEET 2 - TYPICAL UNIT - BASE, MAIN FLOOR (COMMON UNITS 1-4)
 SHEET 3 - TYPICAL UNIT - BASE, MAIN FLOOR (COMMON UNITS 5-7)
 SHEET 4 - TYPICAL UNIT - BASE, MAIN FLOOR (COMMON UNITS 8-9)
 SHEET 5 - TYPICAL UNIT - BASE, MAIN FLOOR (COMMON UNITS 10-11)
 SHEET 6 - TYPICAL UNIT - BASE, MAIN FLOOR (COMMON UNITS 12-13)
 SHEET 7 - ELEVATIONS VIEW - BASE, EXTERIORS (COMMON)

CONDOMINIUM CONVERSION FOR:
 CAPITAL REDEVELOPMENT PARTNERSHIP OF SALT LAKE
 C/O BRUCE MANKA, P.O. BOX 59006
 SALT LAKE CITY, UTAH 84159-0006

RECORD OF SURVEY MAP
 SAMPSON ALTADENA CONDOMINIUM COMPLEX
 300 SOUTH 300 EAST
 SALT LAKE CITY, UTAH 84111

SHEET 2 OF 7
 SALT LAKE COUNTY RECORDERS
 FILED IN THE RECORDS OF SALT LAKE COUNTY AND
 RETURNED TO THE DRAWING ENGINEER: 7/20/85
 98-4P-85

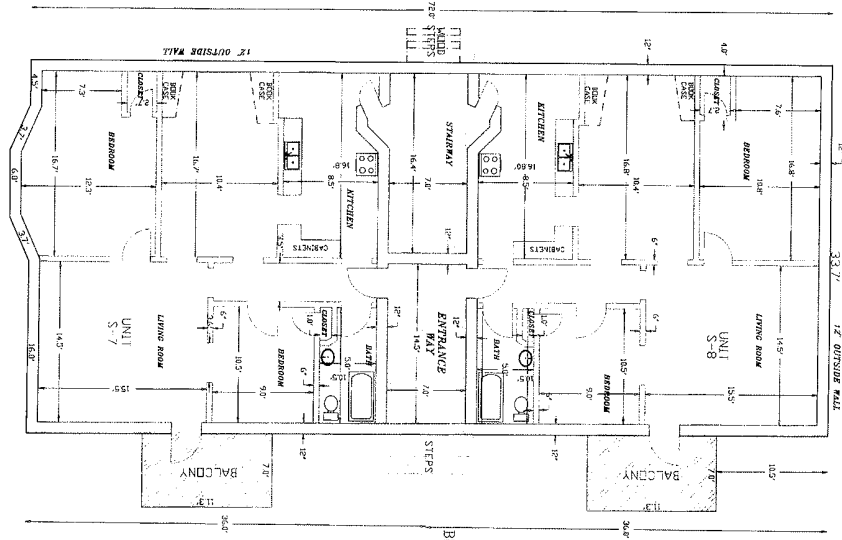
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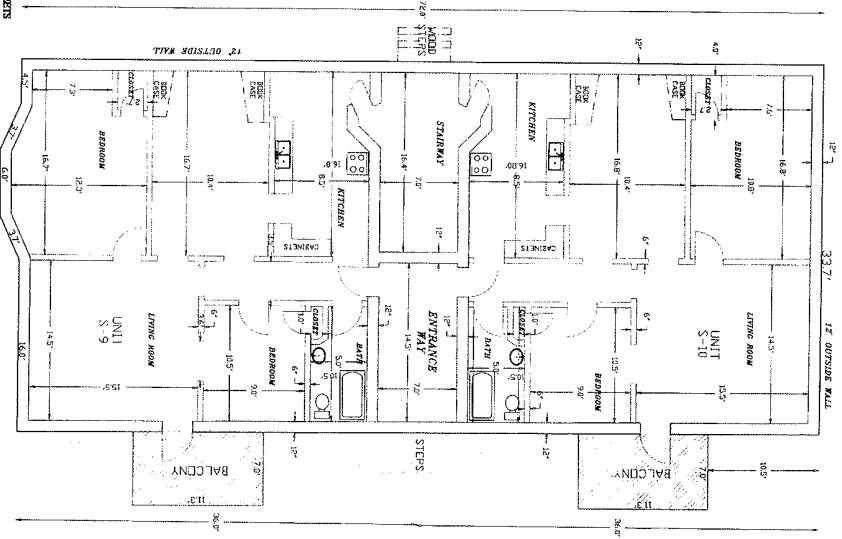
SAMPSON ALTAPENA CONDOMINIUMS
 300 SOUTH 300 EAST
 SALT LAKE CITY, UTAH
 SHEET 3 - BUILDING FLOOR LAYOUT

SAMPSON CONDOMINIUM FLOOR PLAN

TYPICAL UNIT
 LEVELS 2 & 3



BRICK BUILDING
 SAMPSON
 276 EAST



SAMPSON
 276 EAST

SAMPSON ALTAPENA CONDOMINIUMS CONSISTING OF 7 SHEETS
 SHEET 1 - GENERAL NOTES & NOTES
 SHEET 2 - FLOOR PLAN - ALSO: FLOOR PLAN (SAMPSON UNITS 1-6)
 SHEET 3 - FLOOR PLAN - ALSO: FLOOR PLAN (SAMPSON UNITS 7-10)
 SHEET 4 - FLOOR PLAN - ALSO: FLOOR PLAN (SAMPSON UNITS 11-14)
 SHEET 5 - FLOOR PLAN - ALSO: FLOOR PLAN (SAMPSON UNITS 15-18)
 SHEET 6 - FLOOR PLAN - ALSO: FLOOR PLAN (SAMPSON UNITS 19-22)
 SHEET 7 - FLOOR PLAN - ALSO: FLOOR PLAN (SAMPSON UNITS 23-26)

CONDOMINIUM CONVERSION FOR
 CAPITAL REDEVELOPMENT PARKING OF SALT LAKE
 C/O BRUCE MANNA, P.O. BOX 30006
 SALT LAKE CITY, UTAH 84143-0006

RECORD OF SURVEY MAP
 SAMPSON ALTAPENA CONDOMINIUM COMPLEX
 300 SOUTH 300 EAST
 SALT LAKE CITY, UTAH 84143

SALT LAKE COUNTY REGISTERED
 ARCHITECT
 OFFICE OF ARCHITECTURE
 100 WEST CENTER STREET, SUITE 200
 SALT LAKE CITY, UTAH 84101
 (801) 462-1111

Architectural drawing title blocks with drawing numbers and project information.

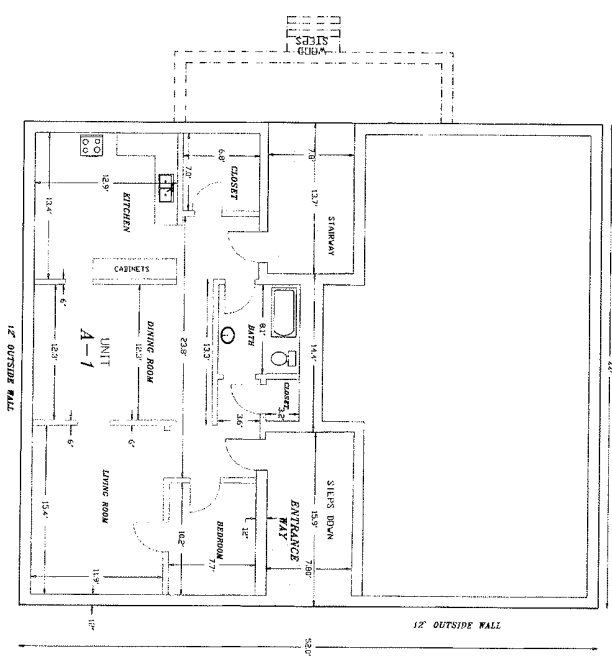
28-4P-85

SAMPSON ALTADENA CONDOMINIUMS
 30 SOUTH 30 EAST
 SALT LAKE CITY, UTAH

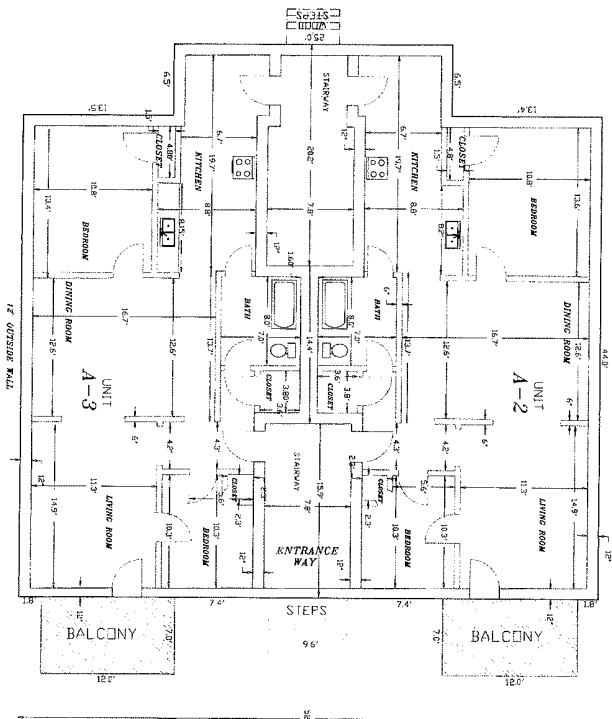
ALTADENA CONDOMINIUM FLOOR PLAN

7 UNITS
 BRICK BUILDING
 ALTADENA
 310 SOUTH

LOWER LEVEL



MAIN LEVEL



SAMPSON ALTADENA CONDOMINIUMS CONSISTING OF 7 SHEETS
 SHEET 1 - ARCHITECTURE - GENERAL PROVISIONS
 (ELEVATIONS & INTERIORS)
 SHEET 2 - TOP VIEW - SLAB FLOOR PLANS (SAMPSON UNITS 1-4)
 SHEET 3 - TOP VIEW - SLAB FLOOR PLANS (SAMPSON UNITS 5-6)
 SHEET 4 - TOP VIEW - SLAB FLOOR PLANS (SAMPSON UNITS 7-10)
 SHEET 5 - TOP VIEW - SLAB FLOOR PLANS (SAMPSON UNITS 11-13)
 SHEET 6 - MECHANICAL PLAN - SLAB MECHANICAL (SAMPSON)
 SHEET 7 - MECHANICAL PLAN - SLAB MECHANICAL (SAMPSON)

CONDOMINIUM CONVERSION FOR
 CAPITAL PARTNERSHIP OF SALT LAKE
 CO BRICE SMITH, PO BOX 5006
 SALT LAKE CITY, UTAH 84106

RECORD OF SURVEY MAP
 SAMPSON ALTADENA CONDOMINIUM COMPLEX
 30 SOUTH 30 EAST
 SALT LAKE CITY, UTAH 84106

(SHEET 4 OF 7)

SALT LAKE COUNTY REGISTER
 FILED AT THE OFFICE OF THE
 CLERK OF COURTS IN THE
 OFFICE OF THE CLERK OF COURTS
 IN THE CITY OF SALT LAKE CITY,
 UTAH, ON THIS 15TH DAY OF
 APRIL, 2008.

98-4P-85

DRAWINGS NUMBER

98-4P-85
 DRAWINGS NUMBER

DRAWINGS NUMBER

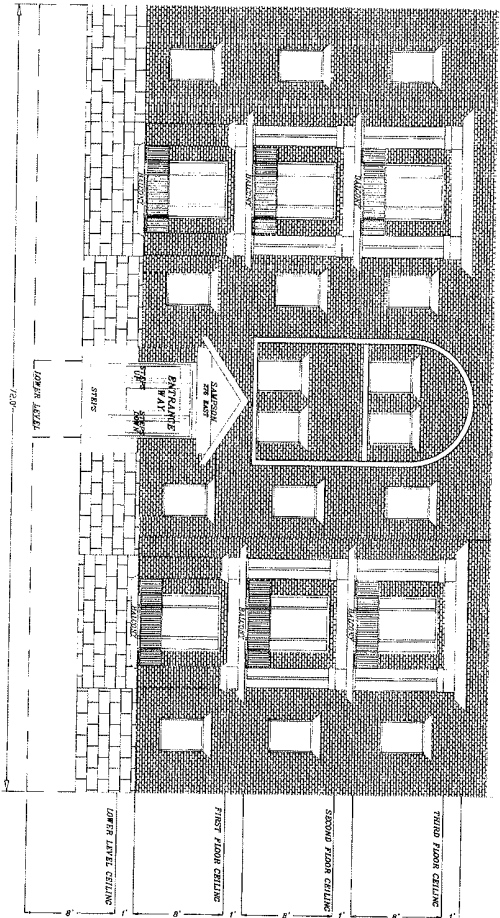
DRAWINGS NUMBER

SAMPSON ALTADENA CONDOMINIUMS
 300 SOUTH 300 EAST
 SALT LAKE CITY, UTAH
 SHEET 6 - SAMPSON ELEVATION VIEW

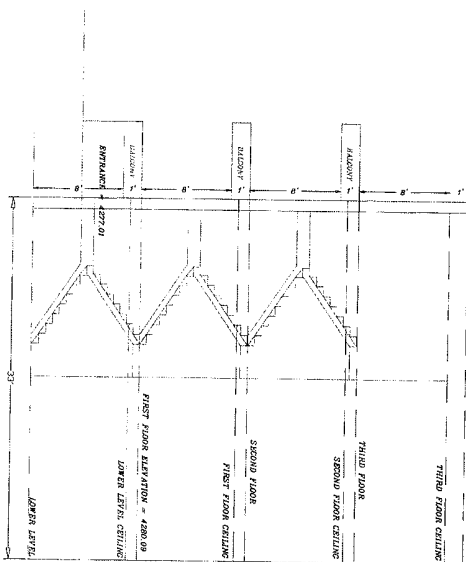
SAMPSON ALTADENA CONDOMINIUM CONVERSION

SCALE 1" = 5'

SAMPSON CONDOMINIUM FRONT VIEW
 ELEVATION VIEW



SIDE VIEW



SAMPSON ALTADENA CONDOMINIUM CONSISTING OF 7 SHEETS

SHEET 1 - OVER-ALL BUILDING & GENERAL DIMENSIONS
 (CORRELATES & INTERRELATES AND AHEAD OF COMMON OWNERSHIP & UTILITIES)

SHEET 2 - FLOOR PLANS (COMMON UNITS 1-4)

SHEET 3 - TOP VIEW - BLUE FLOOR PLANS (COMMON UNITS 1-4)

SHEET 4 - TOP VIEW - BLUE FLOOR PLANS (ALTADENA UNITS 1-3)

SHEET 5 - TOP VIEW - BLUE FLOOR PLANS (ALTADENA UNITS 1-3)

SHEET 6 - ELEVATION VIEW - BLUE ELEVATIONS (COMMON)

SHEET 7 - ELEVATION VIEW - BLUE ELEVATIONS (ALTADENA)

CONDOMINIUM CONVERSION FOR:
 CAPITAL REDEVELOPMENT PARTNERSHIP OF SALT LAKE
 C/O BRUCE MANNA, P.O. BOX 80006
 SALT LAKE CITY, UTAH 84149-0006

CONDOMINIUM CONVERSION
 SAMPSON ALTADENA CONDOMINIUM COMPLEX
 300 SOUTH 300 EAST
 SALT LAKE CITY, UTAH 84111

SHEET 6 OF 7

SALT LAKE COUNTY REGISTER
 DATE OF THE ORIGINAL RECORDING AND
 FILE NUMBER
 THIS DRAWING IS THE PROPERTY OF THE REGISTER
 AND IS NOT TO BE REPRODUCED OR COPIED
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DRAWING NUMBER

DRAWING NUMBER
 98-4P-85

DRAWING NUMBER

DRAWING NUMBER

EXHIBIT "B"

Bylaws

**AMENDED AND RESTATED BYLAWS OF
SAMPSON ALTADENA CONDOMINIUM HOMEOWNERS ASSOCIATION,
A UTAH NON-PROFIT CORPORATION**

The following are the Bylaws of Sampson Altadena Condominium Homeowners Association, a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions & Restrictions for Sampson Altadena Condominium Homeowners Association, of even date and recorded in the Official Records of the Salt Lake County Recorder's Office (hereinafter referred to as the "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein, as if set forth herein at length. The term "Owner" shall mean and refer to those persons entitled to membership in the Association, as provided in the Declaration and Articles of Incorporation of the Association.

**ARTICLE II
MEETINGS OF OWNERS**

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year. Unless otherwise determined by the Board, the annual meeting of the Owners shall be held on the second Wednesday in the month of December of each year at a location and time designated by the Board. The Board may modify the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty-five percent (25%) of the total membership, as defined in the Declaration.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner entitled to vote at the email or electronic address provided by the Owner to the Board. Said notice is effective upon sending the email or electronic communication. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least twenty-five percent (25%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board on or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Unit. If conflicting proxy votes for an Owner or Unit exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of directors, adopted resolutions, adopted Rules and other matters coming before the Owners.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballots must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved.

An Owner may revoke a prior written consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing shall be deemed in good standing and entitled to vote at any annual or special meeting. The number of votes for each Unit shall be in accordance with an Owner's Allocated Interest, as set forth in the Declaration.

Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such Person(s) is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Unit may not be divided between Owners of such Unit. If the vote of a majority of the Owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Trustees composed of three (3) individuals ("Board"). At the first meeting of the members at which election of Directors will take place, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate that receives the second highest number of votes shall serve as a Director for two (2) years, and the third candidate who receives the third highest number of votes shall serve as Director for one (1) year. At each annual election thereafter, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of (3) years. Any change in the number of Directors may be made only by amendment of these Bylaws. The members of the Board of Trustees shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Eligibility. All members of the Board shall be Owners.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

Section 4.2 Election. The election of Directors shall be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

ARTICLE V MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Owners may attend regular board meetings. Notwithstanding, the Board may limit Owners' comments and/or questions to a specific time period of time within the meeting and may exclude Owners when in executive session or for other appropriate matters. The Board shall provide notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) days' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings. The Secretary or other authorized person shall keep minutes of all meetings and maintain a record of the minutes including, but not limited to: election of Officers, adopted resolutions, adopted Rules and other non-privileged matters coming before the Directors. The Board shall keep a copy of all approved minutes and make them reasonably available to Owners upon their written request. Corrections and/or changes to the minutes shall be made at the next meeting of the Board

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and as outlined below. The Board may delegate its authority to a manager or managers, subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for a number of activities including, but not limited to the following:

- (a) Management of the Association;
- (b) Preparation of annual assessments and budget;
- (c) Collection of assessments;
- (d) Maintenance of a bank account for the Association and designating required signatories;
- (e) Maintenance of the Common Areas, Limited Common Areas and Facilities;
- (f) Maintenance of private roadways, gates and entrances;
- (g) Maintenance of any private water system or other private utility;
- (h) Enforcement of the Declaration, including the retention of legal counsel;
- (i) Commencement of legal action when necessary;
- (j) Imposition of fines, sanctions and citations;
- (k) Payment of any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- (l) Purchase of and maintenance of insurance;
- (m) Maintenance of books and records of the Association;
- (n) Emergency repairs;
- (o) Maintenance of parking;

- (p) Adoption of reasonable pet restrictions; and
- (q) Performance of other actions and duties to enforce the terms and conditions of the Declaration and effectively manage the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary/treasurer, and assistant secretary/treasurer who shall at all times be members of the Board, a treasurer or such other officer as the Board may from time to time, by resolution, create.

Section 7.2 Election of Officers. The election of officers shall take place at the first Board meeting following the annual meeting of the Owners. Elected officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed officers, which do not include the elected or appointed Board of Trustees, must be: Owners; may not vote; and may be removed by the Board at any time, with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Trustees at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except temporarily in the case of special offices created pursuant to Section 7.3 of this Article or the death, resignation or removal of an officer.

Section 7.6 Duties. Unless modified by resolution of the Board, the duties of the officers are as follows:

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Owners are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes on behalf of the Association.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses and shall perform such other duties as required by the Board.

Secretary/Treasurer: The secretary/treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Owners.

Other Offices: Other offices shall have the duties and obligations as set forth by the Board.

ARTICLE VIII COMMITTEES

Section 8.1 Committees. The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes, including appointment of an Architectural Review Board. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE IX INDEMNIFICATION

Section 9.1 Indemnification. No Director, officer, or member of a committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Director, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director, officer of the Association, or a member of a duly formed committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director, officer of the Association, or member of a committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Director, officer, or committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the

Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further. However, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

Section 9.2 Settlement of Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Trustees, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE X WAIVER OF PROCEDURAL IRREGULARITIES

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting – they are waived if the issue upon which the objection was based was perceptible and no objection to the particular procedural issue is made at the meeting; or
- (b) If the objecting person was not in attendance at the meeting but has proper notice of the meeting, they are waived; or
- (c) If the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived; or
- (d) If the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within 60 days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting; or
- (e) For any action, vote, or decision that occurred without a meeting, within 60 days of receiving actual notice of the occurrence of the action, vote, or decision.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Documents or other law that is alleged to have been violated and a brief statement of the facts supporting the claimed violation.

Section 10.3 Irregularities that Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:

- (a) Any failure to comply with the provisions of the Declaration;
- (b) Any failure to obtain the proper number of votes required to pass a particular measure; or
- (c) Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the applicable standards.

**ARTICLE XI
AMENDMENTS/ ORDER OF PRECEDENCE**

Section 11.1 Amendment. These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners holding at least fifty-one percent (51%) of the total membership or by the written consent of at least fifty-one percent (51%) of the total membership. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Salt Lake County Recorder, State of Utah. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XII
FISCAL YEAR**

Section 12.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Salt Lake Recorder, State of Utah.

SAMPSON ALTADENA CONDOMINIUM HOMEOWNERS ASSOCIATION,
A Utah nonprofit corporation

By:



JOHN LOPEZ
PRESIDENT

SAMPSON ALTADENA CONDOMINIUM HOMEOWNERS ASSOCIATION,
A Utah nonprofit corporation

By:



LIZ BURKS
VICE PRESIDENT

SAMPSON ALTADENA CONDOMINIUM HOMEOWNERS ASSOCIATION,
A Utah nonprofit corporation

By:



SHANNON MCCANN
SECRETARY/TREASURER

EXHIBIT "C"

(Allocated Interest)

Unit No.	Parcel No.	Approximate Square Footage	% of Interest	Par Value of Units & # of Votes Allocated to Each Unit
A1	16-06-184-011-0000	925	6.666	2
A2	16-06-184-012-0000	970	6.666	2
A3	16-06-184-013-0000	970	6.666	2
A4	16-06-184-014-0000	970	6.666	2
A5	16-06-184-015-0000	970	6.666	2
A6	16-06-184-016-0000	970	6.666	2
A7	16-06-184-017-0000	970	6.666	2
S1	16-06-184-001-0000	500	3.333	1
S2	16-06-184-002-0000	500	3.333	1
S3	16-06-184-003-0000	166	3.333	1
S4	16-06-184-004-0000	500	3.333	1
S5	16-06-184-005-0000	970	6.666	2
S6	16-06-184-006-0000	970	6.666	2
S7	16-06-184-007-0000	970	6.666	2
S8	16-06-184-008-0000	970	6.666	2
S9	16-06-184-009-0000	1125	6.666	2
S10	16-06-184-010-0000	1125	6.666	2