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GARY M. OTT
RECORDER, SALT LAKE COUNTY, UTAH

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
GRAYSTONE APARTMENT HOMES

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
GRAYSTONE APARTMENT HOMES (this "Declaration") is made and executed this 23 day of
January 2017 by the undersigned President and Secretary of Graystone Management
Corporation, a Utah nonprofit corporation and the association of unit owners (the "Association") of
Graystone Apartment Homes (the "Project").

RECITALS:

A. A certain Dedication of Easements and Rights of Way dated August 3, 1960 was recorded on August 10, 1960 in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 1730705, in Book 1732, at Page 442, *et seq.*; a certain Dedication of Easements and Rights of Way dated November 9, 1961 was recorded in the office of the County Recorder of Salt Lake County, State of Utah, in Book 1861, at Page 251, *et seq.*; and an Easement dated October 24, 1961 was recorded in the office of the County Recorder of Salt Lake County, State of Utah, in Book 1861, at Page 257, *et seq.*, as subsequently amended (collectively the "Original Declaration").

B. The Original Declaration included a certain record of survey map of the Project that was recorded in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 1730705, in Book 1732, at Page 450, as amended and supplemented by that certain record of survey map of the Project that was recorded in the office of the County Recorder of Salt Lake County, State of Utah in Book 2761 at Page 550, all as subsequently amended and supplemented (collectively the "Original Map").

C. By recording the Original Declaration and the Original Map, the original owners and developers of the Project attempted to create a condominium project upon the land described in the Original Declaration and the Original Map that included the Buildings, Units and all other improvements described in the Original Declaration and the Original Map and to impose thereon mutually beneficial restrictions under a general plan of improvement for the benefit of all Units within the Project and the Owners thereof.

D. While the original Utah Condominium Ownership Act, UCA § 57-8-1, *et seq.* (the "Act") was not adopted by the Utah Legislature until 1963, the Project has traditionally been viewed and referred to by individual Owners, Mortgagees, government entities and title insurance underwriters as a condominium project as evidenced by the following: (1) deeds of conveyance have conveyed exclusive use of individual Units in the Project to individual Owners together with appurtenant undivided ownership interests in the Common Areas of the Project, (2) trust deeds on Units in the Project have similarly described individual Units and have included condominium riders, (3) each Owner in the Project has treated his/her Unit as a condominium unit, exercised exclusive ownership and occupancy thereof, and paid real property taxes thereon, (4) the Association has operated and managed the Project as a condominium project, (5) each of the Units in the Project has been assessed by the Salt Lake County Assessor as a condominium unit, and (6) the Articles of Restatement and Amendment (filed in the Utah Division of Corporations and Commercial Code on June 26, 2006) and the Amended Bylaws of Graystone Management Corporation (recorded in the office of the County Recorder of Salt Lake County, Utah on August 14, 2006 as Entry No. 9810727, in Book 9335, at Pages 3405 to 3425) refer to the Project as a condominium complex.

NICOLE BISSONNETT
1146 EAST 2700 SOUTH N110
SALT LAKE CITY UTAH 84106
BY: LHM, DEPUTY - 01 45 P.

DECLARATION:

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and (1) having obtained the affirmative vote or consent to this Declaration by Owners having ownership of seventy-one and 60/100 percent (71.60%) of the Total Votes of the Association, (2) having obtained the consent to this Declaration by Mortgagees holding more than 67% of the first position security interests in the Units secured by a mortgage or trust deed in the manner provided in Utah Code Annotated §57-8-41, (4) having obtained the requisite approval of this Declaration and the Map by Salt Lake City Corporation and (5) desiring to affirm that the Project is a condominium project and to more fully conform to the current requirements and provisions of the Act, the undersigned do hereby affirm that the Project is a condominium project, incorporate the foregoing Recitals herein by reference, and amend and restate the Original Declaration in its entirety as follows:

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article 1:

1. "Act" shall mean the Utah Condominium Ownership Act, UCA § 57-8-1, *et seq.*
2. "Association" shall mean Graystone Management Corporation, a Utah nonprofit corporation, organized to be the Association referred to herein.
3. "Assessment" shall mean any charge imposed by the Association, including, without limitation, (i) Common Expenses assessed against a Unit Owner pursuant to the provisions of this Declaration, the Bylaws or the Act, and (ii) any amount charged by the Association against a Unit Owner for damage to the Owner's Unit or to a Limited Common Area or Facility applicable the Owner's Unit pursuant to §57-8-43(9)(h) of the Act.
4. "Board" or "Board of Trustees" shall mean shall mean the management committee or governing board of the Association that is (i) appointed or elected in accordance with this Declaration, the Articles of Incorporation and the Bylaws, and (ii) charged with and having the responsibility and authority to make and enforce all of the reasonable rules covering the operation and maintenance of the Project.
5. "Building" shall mean one of the twenty-two (22) buildings containing one or more Units that have been or will hereafter be constructed on the Land, as such buildings are shown on the Map.
6. "Bylaws" shall mean the bylaws of the Association.
7. "Common Areas" shall mean all physical portions of the Project, except all Units. The Common Areas are shown on the Map.
8. "Common Expenses" shall mean and refer to:
 - a. All sums described in the Act, this Declaration, the Bylaws or in the rules and regulations promulgated by the Board of Trustees which are lawfully assessed against the Unit Owners or any of them in accordance with the Act, this Declaration, the Bylaws or such rules and regulations;

b. All expenses of operation, administration, maintenance, repair and replacement of the Common Areas and Facilities, including but not limited to, such aggregate sum as the Board of Trustees shall from time to time estimate, in its best judgment, is needed during each year or other appropriate time period to pay all budgeted expenses and other cash requirements arising out of or in connection with operation, administration, maintenance, repair and/or replacement of the Common Areas and Facilities, including but not limited to:

1. all costs and expenses of operation of the Association, all costs of management of the Common Areas and Facilities, all costs of enforcement of the Act, this Declaration, the Bylaws and the rules and regulations promulgated by the Board of Trustees, all costs of repair and reconstruction of the Common Areas and Facilities, all insurance premiums, all Utility Services, all wages and salaries, all legal and accounting fees, all management fees and all other expenses and liabilities incurred by the Association under or by reason of this Declaration;

2. the payment of any deficit remaining from any previous year or time period;

3. the creation, maintenance or expansion of an adequate Reserve Fund for maintenance, repairs and/or replacement of those Common Areas and Facilities that must be replaced on a periodic basis, and/or for unforeseen emergencies; and

4. all other costs and expenses relating to the Project;

c. Expenses agreed upon as Common Expenses by the Association; and

d. All other expenses declared to be Common Expenses by the Act, this Declaration, the Bylaw or the rules and regulations promulgated by the Board of Trustees.

9. "Common Expense Fund" shall mean the fund created or to be created pursuant to the provisions of Article 9 of this Declaration and into which all monies of the Association shall be deposited.

10. "Common Facilities" shall mean all furniture, furnishings, equipment, facilities, and other property (real, personal, or mixed) and interests therein at any time leased, acquired, owned, or held by the Association for the use and benefit of all Owners and all other property (real, personal or mixed) hereafter purchased in accordance with this Declaration to be part of the Common Areas, except to the extent otherwise expressly provided in this Declaration.

11. "Condominium" shall mean a Unit and the undivided ownership interest (expressed as a percentage of the entire ownership interest) in the Common Areas appurtenant to such Unit, as set forth in Exhibit A attached hereto and by this reference made a part hereof.

12. "Condominium Act" or "Act" shall mean the Utah Condominium Ownership Act, Utah Code Ann., § 57-8-1, *et seq.*, as amended.

13. "Contact Person" shall mean the person whose name, address and telephone number have been provided to the Utah Department of Commerce by the Association in compliance with §57-8-13.1 of the Act and who has been designated by the Association as the primary contact person who has

Association payoff information needed in connection with the closing of an Owner's financing, refinancing or sale of the Owner's Unit.

14. "Declarant" shall mean all persons who execute this Declaration or on whose behalf the Declaration is executed, and the successors of said persons who come to stand in the same relation to the Project as their predecessors.

15. "Declaration" shall mean this Amended and Restated Declaration of Condominium of Graystone Apartment Homes.

16. "Designated Flag & Sign Area" shall mean the area of the windows of the Project's clubhouse and any other area in the Project, if any, specifically designated by the Board of Trustees for the placement by the Owners of U.S. flags, for sale signs, political signs and informational signs.

17. "Land" shall mean the land upon which the Project is situated is located in Salt Lake City, Salt Lake County, Utah and is more particularly described in Exhibit B attached hereto and by this reference made a part hereof.

18. "Limited Common Areas" shall mean any Common Areas designated on the Map as reserved for the use of a certain Unit or Units to the exclusion of the other Units in the Project. Structural separations between Units or the space which would be occupied by such structural separations may become Limited Common Areas for the exclusive use of the Owner or Owners of the Units on either side thereof as provided herein.

19. "Map" shall mean that certain condominium plat of Graystone Condominiums to be recorded contemporaneously herewith in the office of the County Recorder of Salt Lake County, Utah, which condominium plat amends and replaces that certain record of survey map of Graystone Apartment Homes that was recorded in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 1730705, in Book 1732, at Page 440, as amended and supplemented by that certain record of survey map of Graystone Apartment Homes that was recorded in the office of the County Recorder of Salt Lake County, State of Utah in Book 2761 at Page 550, *et seq.* The purpose of the Map is to more clearly identify the Land, Buildings, Units and other improvements in the Project, and the easements and rights away located upon or benefiting the Project and to comply with the requirements of the Condominium Act and the ordinances of Salt Lake City.

20. "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

21. "Mortgagee" shall mean and include any institutional holder, insurer or guarantor of a Mortgage on any Condominium in the Project. "Mortgagee" shall mean and include any institutional holder, insurer or guarantor of a Mortgage on any Condominium in the Project.

22. "Owner" shall mean the person or persons owning in fee simple a Condominium in the Project, as such ownership is shown by the records of the County Recorder of Salt Lake County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title to a Condominium for other than security purposes) or to any person or persons purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed of record).

23. "Project" shall mean the land, the buildings, and all improvements submitted by this Declaration and the Map to the provisions of the Condominium Act.

24. "Reserve Analysis" shall mean an analysis to determine the need for and the appropriate amount of a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring the Common Areas and Facilities that have a useful life of three years or more, but excluding any cost that can reasonably be funded from the Association's general budget or other funds of the Association.

25. "Reserve Fund" shall mean the fund established and maintained by the Association to cover the cost of repairing, replacing and restoring those Common Areas and Facilities that have a useful life of three (3) years or more, but excluding any cost that can reasonably be funded from the annual budget or other funds of the Association, which fund shall be funded by monthly payments in an amount equal to not less than ten percent (10%) of the total amount of the Assessments.

26. "Total Votes of the Association" shall mean the total number of votes appertaining to all Condominiums in the Project, as shown on Exhibit A attached hereto.

27. "Trustee" shall mean the person who qualifies as a trustee under Section 57-1-21 of the Act and is appointed as trustee with power of sale pursuant to Section 57-8-45 of the Act with respect to each of the Units and all improvements to the Units for the purpose of securing payment of Assessments under the terms of this Declaration

28. "Unit" shall mean each individual air space unit within the Project shown on the Map and set forth in Exhibit A attached hereto, consisting of enclosed rooms occupying part of a Building and bounded by the unfinished interior surfaces of the walls, floors, ceilings, windows, and doors along the perimeter boundaries of the air space, as said boundaries are shown on the Map, together with all fixtures and improvements therein contained. Paint and other wall, ceiling, or floor coverings on interior surfaces shall be deemed to be part of the Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or for the use and enjoyment of any other Unit: Bearing walls, foundations, floors, ceilings, and roofs (except the interior surfaces thereof); installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating systems; and the elevators, tanks, pumps, motors, fans, compressors, ducts, shafts, pipes, vents, conduits, wires and in general all apparatus and installations existing for common use, except the outlets thereof when located within the Unit. The interior surfaces of a window or door mean the points at which such surfaces are located when the window or door is closed.

29. "Utility Services" shall include, but not be limited to, any water, electricity, sewage disposal, garbage disposal services and all other similar services provided to the Project which are not separately billed or metered to the individual Units by the utility or party furnishing such service.

30. Those definitions contained in the Act, to the extent they are applicable hereto and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

ARTICLE 2 - SUBMISSION AND DIVISION OF PROJECT

1. Submission to Condominium Act. The Land, the buildings, and all other improvements now or hereafter made in or upon the Land are hereby submitted to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, used, and

improved as a fee simple Condominium Project to be known as Graystone Apartment Homes, a Utah Condominium Project. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement and operation of said property and division thereof into Condominiums further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit on the land and shall be binding upon the Owners, their respective successors and assigns, and to any person acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, and to their respective personal representatives, heirs, successors, and assigns.

2. Division into Condominiums. The Project is hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas. The Unit number of each Unit, the square footage size of each Unit, the floor plans and elevation floor plans of each Unit, the floor and ceiling elevations of each Unit, the Building in which each Unit is located, and the number of each Building in the Project are shown on the Map. The Unit number of each Unit, the Building number of each Building, the number of square feet of floor area in each Unit, the undivided ownership interest in the Common Areas appurtenant to each Unit, the number of votes in the Association appurtenant to each Unit, and the Salt Lake County Assessor parcel number assigned to each Unit are set forth in Exhibit A attached hereto.

3. Compliance with Salt Lake City Condominium Ordinance. All rentals of Condominiums in the Project shall be subject to and in compliance with the requirements of the Salt Lake City Condominium Ordinance, including, without limitation, the following: (a) The Association may regulate, limit or prohibit rentals of Condominiums; (b) The Association may require the rental of Condominiums to be conducted through the Association's or a designated management company; (c) The Association may require that all lease agreements be reviewed and approved by the Association; (d) The Association may require that tenants be screened by the Association or its management company prior to renting a Condominium; (e) The Association may not unreasonably withhold its approval of the rental of a Condominium; (f) Prior to the renting any condominium unit, the Owner and tenant shall execute a written lease agreement which shall include the following provisions: (i) Tenant shall agree to comply with all of the terms and conditions of this Declaration and the Bylaws; (ii) Tenant shall agree not to allow or commit any nuisance, waste, unlawful or illegal act on the premises; (iii) Owner and tenant shall acknowledge that the Association is an intended third-party beneficiary of the lease agreement, that the Association shall have the right to enforce compliance with this Declaration and Bylaws and to abate any nuisance, waste, unlawful or illegal activity on the premises; and that the Association shall be entitled to exercise all of the owner's rights and remedies under the lease agreement to do so; (g) Prior to a tenant's occupancy of a Condominium, the Owner must provide the Association with the name, address and telephone number of the tenant and a copy of the written lease agreement; and (h) The Association shall have the right and the obligation to enforce compliance with the Declaration and the Bylaws of the Association against any owner and/or occupant of any Condominium, and shall have all rights and remedies available under state or local laws, in addition to its rights and remedies as a third-party beneficiary under any lease agreement, to enforce such compliance.

ARTICLE 3 - BUILDINGS AND IMPROVEMENTS

1. Buildings and Improvements. The Buildings and other improvements constructed on the Land are shown on the Map. The following information regarding the Buildings is also contained on the Map: The number of floors in a Building; and the number of Units on each floor of a Building.

2. Description of Units. The Map contains the Unit number, location, and dimensions of each Unit in the Project and all other information necessary to identify each such Unit.
3. Description of Common Areas. The Map contains a description of the Common Areas of the Project.
4. Description of Limited Common Areas. The Limited Common Areas of the Project are shown on the Map and the Unit or Units to which the exclusive use of each of the Limited Common Areas is reserved is specified in Exhibit A.

ARTICLE 4 - NATURE AND INCIDENTS OF OWNERSHIP

1. Interior of Units. Each Owner shall have the right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of such Owner's Unit and the surfaces of all walls, ceilings, floors, and doors within such boundaries. Each Owner shall have the right, to construct partition walls, fixtures, and improvements within the boundaries of such Owner's Unit; provided however, that such partition walls, fixtures and improvements shall comply with all applicable laws, ordinances, and building codes, shall not interfere with the Common Areas and the facilities necessary for the support, use, or enjoyment of any other part of the Project, shall not impair the structural soundness or integrity of the Building in which they are located, and shall not encroach upon the Common Areas or any part thereof, unless the Board of Trustees shall consent in writing to such encroachment.
2. Maintenance of Units. Each Owner shall keep the interior of his/her Unit, including without limitation, interior walls, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such Unit shall develop an unsanitary or unclean condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Board of Trustees, the Board of Trustees in behalf of the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.
3. Right to Combine Units. With the written consent of the Board of Trustees, which consent shall not be unreasonably withheld, two or more adjoining Units may be utilized by the Owner or Owners thereof as if they were one Unit. To the extent permitted in the written consent of the Association, any walls, floors, or other structural separations between any two such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, may, for as long as the two Units are utilized as one Unit, be utilized by the Owner or Owners of the adjoining Units as Limited Common Areas, except to the extent that any such structural separations are necessary for the structural integrity of the Buildings and other improvements in the Project or contain improvements or facilities necessary for the support, use, or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two units which, but for joint utilization of the two Units, would have been occupied by structural separation, shall be closed, at the equal expense of the Owner or Owners of each of the two Units and the structural separations between the two Units shall thereupon become Common Area.

4. Title. Title to a Condominium within the Project may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation joint tenancy or tenancy in common.

5. Ownership of Common Areas. Each of the Units is hereby allocated an undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit A. Each Unit's appurtenant undivided ownership interest in the Common Areas and Facilities is computed on the basis of the square footage of each such Unit as compared to the total square footage of all Units within the Project. The undivided ownership percentages appurtenant to each Unit as shown in said Exhibit A shall have a permanent character and shall not be altered except with the requisite affirmative vote or written consent of Owners having the requisite percentage of the Total Votes of the Association required by this Declaration and the Act expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas (other than Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association. Except as otherwise provided in this Declaration, any Owner shall have the exclusive right to use and enjoy any Limited Common Areas that may be designated for exclusive use by such Owner.

6. Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance, or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

7. No Partition. The Common Areas shall be owned in common by all of the Owners, and no Owner may bring any action for the partition thereof.

8. Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber such Owner's Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof, except the undivided interest therein appurtenant to such Owner's Condominium. Any mortgage or other encumbrance of any Condominium within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

9. Separate Taxation. Each Condominium within the Project including each Unit and appurtenant undivided interest in the Common Areas shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the undivided interests in Common Areas appurtenant to such Units. All such taxes, assessments, and other charges on each respective Condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Condominium.

10. Mechanics' Liens. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of an Owner or his/her agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

11. Description of Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Project may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with its appurtenant undivided interest in the Common Areas, and to incorporate all of the rights incident to ownership of a Condominium within the Project and all of the limitations on such ownership.

ARTICLE 5 - EASEMENTS

1. Easements for Encroachments. If any part of the Common Areas encroaches or shall hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building or any Improvements constructed or to be constructed within the Project, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof, in accordance with the provisions of this Declaration.

2. Easements for Maintenance, Cleaning and Repair. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair or replacement of any Common Areas or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or to any Unit. In addition, agents of the Association may enter any Unit when necessary in connection with any cleaning, maintenance repair, replacement, landscaping, construction, or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and the Association shall repair any damage caused thereby with funds from the Common Expense Fund.

3. Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas as necessary for access to such Owner's Unit and to any Limited Common Areas appurtenant to such Unit, and shall have the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be appurtenant to and pass with title to each Condominium.

4. Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including without limitation the right to construct and maintain in the common areas (other than Limited Common Areas) facilities for use by Owners generally or by the Association and its agents exclusively.

5. Easements Deemed Created. All conveyances of Condominiums within the Project hereafter made shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyances.

ARTICLE 6 - RESTRICTIONS ON USE

1. Primary Residential Use. All Units within the Project shall be used exclusively for residential purposes and for no other purpose except as specifically provided in Section 10 below.

2. No Noxious or Offensive Activity. No rubbish or debris of any kind shall be permitted to accumulate in the Common Areas, or placed in the Common Areas except in such dumpsters and other Common Area garbage receptacles, if any, as the Association may provide for that purpose. No odors, loud sounds or noises, or loud music shall be permitted to arise or emit from any Unit that violates any noise ordinance of Salt Lake City. No person shall permit any condition to exist within any Unit that shall induce, breed or harbor infectious disease or noxious insects or other vermin. No unsanitary, unsightly, unlawful or harmful activity shall be carried on in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project that is or may become a nuisance in violation of any nuisance ordinance of Salt Lake City. No activities shall be conducted nor Improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property or that violate any planning or zoning ordinance or building code in effect in Salt Lake City.

3. Restrictions on Signs. No for sale signs, informational signs, political signs or other signs or devices shall be erected or maintained by any Owner within the Common Areas or visible from the Common Areas of the Project, without the prior inspection and written approval of the Board of Trustees, except as may be necessary temporarily to warn of danger. No for sale signs, informational signs, political signs or other signs or devices approved by the Board of Trustees shall be more than 11” by 17” in size and may only be placed in the window or windows of the Project’s clubhouse and such other location in the Common Areas, if any, specifically designated by the Board of Trustees for the placement of such signs or devices (collectively the “**Designated Sign Area**”). If the Association consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Association. All signs and devices shall comply with applicable ordinances of Salt Lake City. Owners will be permitted to display political signs in the Designated Sign Area advertising a political candidate, a proposition or other item on the ballot in Salt Lake City, Utah beginning 90 days before the election to which the sign relates and continuing for no longer than 7 days after the election. An Owner shall be limited to one sign for each candidate, proposition or other item on the ballot.

4. Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas of the Project; provided that an Owner or tenant of a Unit with a disability (i.e., a physical or mental impairment that substantially limits one or more major life activities) may make a written request to the Board of Trustees to be able to keep one (1) service dog or emotional support dog or cat if having such a service or emotional support animal is necessary to the disabled Owner or tenant to perform major life activities. If a service or emotional support animal is to be kept exclusively inside an Owner’s Unit, the Owner shall deliver the written request to keep the service or emotional support animal to the Board but Board approval shall not be required. If the service or emotional support animal is to be taken outdoors from time to time or weighs more than thirty-five (35) pounds, the written request to keep the service or emotional support animal shall be submitted to the Board and require Board approval. The Owner’s or tenant’s request to keep a service or emotional support animal shall identify the nature of the disability and how it impacts the Owner’s or tenant’s major

life activities, and include a written statement signed by the Owner or tenant and the Owner's or tenant's licensed physician, nurse practitioner or psychologist that the Owner or tenant is disabled and that it is necessary for the Owner or tenant to keep a service or emotional support animal to be able to perform the person's major life activities. Each Owner or tenant who keeps a service or emotional support animal shall (a) keep the animal on a leash in the Common Areas, (b) keep the animal from damaging the Common Areas and Common Facilities, (c) promptly and properly dispose of the animal's waste, (d) keep the animal from unreasonably fouling the air by odors or causing unsanitary conditions, (e) keep the animal from molesting Owners, passersby or chasing passing vehicles, (f) keep the animal from barking, growling or howling that disturbs the other Owners or tenants in the Project, (g) comply with the animal control ordinances of Salt Lake City, including, without limitation the City's animal nuisance and dog and cat licensing requirements, and (h) be responsible for and indemnify and hold the Association and the other Owners harmless against any injury, loss, damage or liability of any kind or character whatsoever arising from or as a result of having the service or emotional support animal in the Project. If an Owner, tenant, service or emotional support animal fails to comply with the requirements of this Article 6, Section 4, the Board of Trustees shall give notice to the Owner or tenant to cause such violation to be discontinued, and if such violation is not promptly discontinued and corrected, the Board of Trustees may revoke its permission to keep the animal in the Project and upon such revocation the animal shall be promptly removed from the Project.

5. No Alterations Or Obstructions. No Owner shall, without the prior written consent of the Board Trustees in each specific instance, make, or cause to be made any alteration, addition, removal, or improvement in or to the Common Areas or any part thereof, or do any act that would (a) impair the structural soundness or integrity of the Buildings or other improvements, (b) jeopardize the safety of persons or property, (c) impair any easement or hereditament appurtenant to the Project, (d) change the exterior appearance of the Owner's Unit or any other Common Area of the Project, or (e) violate any ordinance or building code in effect in Salt Lake City.

6. No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored any property whatsoever in any portion of the Common Areas unless the Board of Trustees shall consent thereto in writing; provided that notwithstanding the foregoing, an Owner may use the Limited Common Area storage closet(s), if any, assigned to the Owner's Unit or any Common Area storage closet, if any, rented to the Owner by the Association for storage.

7. No Overloading. No Owner shall bring anything into such Owner's Unit or permit anything to be done in such Owner's Unit that will jeopardize the safety or cause damage to the Building. No Owner shall overload the floor of such Owner's Unit. No Owner shall permit the use or operation in his/her Unit of any equipment, machinery, or other apparatus that will in any manner damage, vibrate, or shake the Building or portions thereof.

8. Prohibition of Damage and Certain Activities. Except with the prior written consent of the Board of Trustees, nothing shall be done or kept in any Unit, in the Common Areas, or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof that would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of Salt Lake City or any other governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the

Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensees, invitees or pets of such Owner.

9. Satellite Dishes & Antenna. The installation of a satellite dish or outdoor antenna in the Common Areas is subject to the prior written consent of the Board of Trustees. A satellite dish shall not be larger than one meter in diameter and must be installed by a professional installer. The Owner installing a satellite dish or antenna shall be responsible for its maintenance and any damage or injury to any person or the Common Areas resulting from its installation, use, removal or replacement.

10. No Commercial Business. All Units in the Project shall be used exclusively for residential purposes and no commercial trade or business shall be conducted from any Unit within the Project except for home occupations for which the Owner has obtained a valid business license from Salt Lake City and that (a) do not involve the use of the Common Areas for parking or other purposes, and (b) are approved home occupations under the ordinances of Salt Lake City.

11. No More Than 7.4% of Units Owned by Same Owner. At no time may any Owner or any Affiliate of an Owner own more than seven and four tenths percent (7.4%) of the Units in the Project. As used in this Section, "Affiliate" shall mean, with respect to any specified person or entity, any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the person or entity with respect to which the term "Affiliate" is being used.

12. Maximum Occupancy. In no event shall (a) more than six (6) unrelated people live in a Unit, and (b) the total number of people living in a Unit exceed two (2) times the total number of bedrooms in the Unit.

13. Parking Restrictions. The Board of Trustees or the Project's manager (if any) shall assign parking spaces in the Project to Units on a first come, first served basis. Each parking space shall be used for the parking of operating, currently registered vehicles of a size no larger than a standard automobile or a ¾ ton or smaller truck and for no other purpose. Up to two (2) vehicles may be parked in any parking space (e.g. a small car and a motorcycle) so long as both vehicles fit entirely within the parking space (i.e., completely within the length and inner edges of the stripes defining a parking space). No boats, trailers, campers, recreational vehicles, large trucks (larger than a ¾-ton pickup), commercial vehicles, or inoperable vehicles belonging to Owners or other residents of the Project shall be parked or stored within the Project. If any such boats, trailers, campers, recreational vehicles, trucks, commercial vehicles, or inoperable vehicles are parked or stored within the Project for more than twenty-four (24) hours, the Board shall have the right to remove them from the Project at the expense of the owner of said vehicle.

14. Rules and Regulations. Each Owner shall comply strictly with the Declaration, the Articles, the Bylaws and any rules and regulations adopted by the Board of Trustees or the Association for the governance of the Units, the Common Areas, and the Project, as such rules and regulations may be modified, amended, and construed by the Association and the Board of Trustees.

15. Smoking Ban. The smoking of tobacco products of any nature or description by Owners, their family members, tenants, guests or invitees is prohibited at all times in all portions of the Common Areas other than areas specifically designated as smoking areas by the Board of Trustees. Smoking areas must be at least 25 feet from any Building and the swimming pool area.

16. Storage Units. Storage units in the Project are available for rent by the Owners on a first come, first served basis at a rental rate to be determined from time to time by the Board of Trustees.

ARTICLE 7 - THE ASSOCIATION

1. Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If more than one person holds title to a Condominium, the Membership appurtenant to that Condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Condominium is held. An Owner shall be entitled to one Membership for each Condominium owned by such Owner. Each Membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. Ownership of a Condominium within the Project cannot be separated from Membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Condominium shall be construed to be a devise, encumbrance conveyance, or other disposition respectively of the Owner's Membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and Membership in the Association may not be transferred except in connection with the conveyance of the Condominium.

2. Board of Trustees. The Members of the Association shall elect the members of the Board of Trustees in accordance with the Bylaws.

3. Votes. The number of votes appurtenant to each respective Condominium shall be as set forth in Exhibit A. The number of votes appurtenant to each Condominium as set forth in said Exhibit A shall have a permanent character and shall not be altered without the affirmative vote or written consent of Owners having at least 67% of the Total Votes of the Association expressed in a duly recorded amendment to this Declaration.

4. Amplification by Articles & Bylaws. The provisions of this Article 7 may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE 8 - CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND TRUSTEES

1. The Common Areas. The Board of Trustees, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all Improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, and sanitary condition, order, and repair; provided, however, that unless otherwise stated herein, each Owner shall keep the Limited Common Areas designated for use in connection with his/her Unit, if any, in a clean, sanitary, and attractive condition. The Association shall be responsible for the maintenance and repair of the exterior of the Buildings, other Improvements and grounds, including without limitation painting thereof, repair and replacement of exterior trim, roofs and fences, and maintenance of landscaping, walkways, driveways, and parking areas. The Board of Trustees shall also be responsible for maintenance, repair, and replacement of Common Areas within the Buildings, including without limitation landings, stairways utility lines, Common Facilities, and all improvements and other items located within or used in

connection with the Common Areas. The specification of duties of the Board of Trustees with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas. All goods and services procured by the Board of Trustees in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

2. Miscellaneous Goods and Services. The Board of Trustees may, in behalf of the Association, obtain and pay for the services of such personnel as the Board of Trustees shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Board of Trustees may, in behalf of the Association, obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Board of Trustees may, in behalf of the Association, acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Common Areas (and for the Units to the extent not separately metered or billed), insurance, bonds, and other goods and services common to the Units.

3. Real and Personal Property. The Board of Trustees may acquire and hold on behalf of the Association real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise; provided that any acquisition or disposition of any real, personal or mixed property by the Board of Trustees wherein the value of such property exceeds \$20,000 must be approved by the affirmative vote or written consent of at least fifty-one percent (51%) of the Total Votes of the Association. All such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such fund.

4. Rules and Regulations. The Board of Trustees may make reasonable rules and regulations governing the use of the Units, the Common Areas, the Limited Common Areas, and all parts of the Project, which rules and regulations shall be consistent with the rights and duties established by this Declaration. The Board of Trustees in behalf of the Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of such Owner arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

5. Granting Easements. The Board of Trustees shall have the right on behalf of the Association to grant utility and other easements under, through and over the Common Areas and Facilities that are reasonably necessary to the ongoing development and operation of the Project.

6. Statutory Duties and Powers. All duties, responsibilities rights, and powers imposed upon or granted to the "management committee" or to the "manager" under the Condominium Act shall be duties, responsibilities, rights, and powers of the Board of Trustees hereunder.

7. Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE 9 - ASSESSMENTS

1. Annual Assessments. Annual Assessments shall be computed and assessed against all Condominiums in the Project as follows:

a. Common Expenses. Annual Assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated Common Expenses for each calendar year ("**Annual Assessments**"). Such estimated Common Expenses shall include, without limitation, the following: (i) Common Expenses of management; (ii) real property taxes and special assessments (unless and until the Condominiums are separately assessed); (iii) premiums for all insurance that the Association is required or permitted to maintain hereunder; (iv) repairs, maintenance and administration of the Common Areas and Facilities; (v) wages for Association employees (if any) including fees for a manager (if any); (vi) utility charges, including charges for utility services to the Units to the extent not separately metered or billed; (vii) legal and accounting fees; (viii) any deficit remaining from a previous period; (ix) creation and maintenance of a Reserve Fund to cover the cost of repairing, replacing and restoring of those Common Areas and Facilities that have a useful life of three (3) years or more, but excluding any cost that can reasonably be funded from the annual budget or other funds of the Association, and such Reserve Fund shall be funded by monthly payments; and (x) any other expenses and liabilities that may be incurred by the Association for the benefit of the Owners under or by reason of the Declaration or the Act.

b. Apportionment. Common Expenses shall be apportioned among and assessed to the Owners in proportion to their respective undivided interests in the Common Areas as set forth in the Declaration.

c. Annual Budget. Annual Assessments shall be determined on the basis of a fiscal year beginning July 1 of each year and ending June 30 next following. The Board of Trustees shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget at least fifteen (15) days prior to the annual meeting of the Association. The budget shall itemize the estimated Common Expenses for such fiscal year, anticipated receipts (if any), any deficit or surplus from the prior operating period, and the amount to be set aside in the Reserve Fund for such fiscal year. The budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as a major guideline under which the Project shall be operated during such annual period.

d. Notice and Payment. The Board of Trustees shall notify each Owner as to the amount of the Annual Assessment against such Owner's Condominium on or before May 15th each year for the fiscal year beginning on July 1st next following. Each Annual Assessment shall be payable in twelve equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which the Assessment relates. All unpaid installments of any Annual Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date each such installment becomes due until paid. The failure of the Board of Trustees to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of the Declaration, or a release of any Owner from the obligation to pay such Assessment or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such Assessment shall have been given to the Owner in the manner provided in the Declaration.

2. Inadequate Funds. In the event that the Annual Assessments proves inadequate at any time for whatever reason, including nonpayment of any Owner's Assessment, the Board of Trustees may

on behalf of the Association levy additional Assessments in accordance with the procedure set forth in Paragraph 3 below, except that the vote therein specified shall be unnecessary; provided that in assessing Owners for capital improvements that are not initially provided for in the Annual Budget or Reserve Fund, no assessment for a single improvement in the nature of a capital expenditure exceeding the sum of Fifty Thousand Dollars (\$50,000.00) shall be made without the same having been first approved by the affirmative vote or written consent of Owners having ownership of not less than fifty-one percent (51%) of the undivided interest in the Common Areas and Facilities.

3. Reserve Analysis.

a. The Board of Trustees shall cause a Reserve Analysis to be conducted no less frequently than every five (5) years, and review and, if necessary, update a previously conducted Reserve Analysis no less frequently than every two (2) years. The Board of Trustees may conduct a Reserve Analysis itself or may engage a reliable person or organization, as determined by the Board of Trustees, to conduct the Reserve Analysis.

b. The Board of Trustees shall not use money in the Reserve Fund (i) for daily maintenance expenses unless approved by the affirmative vote or written consent of Owners having ownership of not less than fifty-one percent (51%) of the undivided interest in the Common Areas and Facilities, or (ii) for any purpose other than the purpose for which the Reserve Fund was established.

c. Not less than ten percent (10%) of the total amount of the Annual Assessments shall go to the Reserve Fund.

d. The Association shall (i) annually, at the annual meeting of Owners or at a special meeting of the Owners, present the Reserve Analysis, and provide an opportunity for Owners to discuss reserves and to vote on whether to fund the Reserve Fund and, if so, how to fund it and in what amount, and (ii) prepare and keep minutes of each such meeting and indicate in the minutes any decision relating to funding the Reserve Fund.

4. Special Assessments. In addition to the Annual Assessments authorized by this Article 9, the Board of Trustees may, on behalf of the Association, levy Special Assessments at any time and from time to time, upon the affirmative vote or written consent of Owners approved by the affirmative vote or written consent of Owners having ownership of not less than fifty-one percent (51%) of the undivided interest in the Common Areas and Facilities, payable over such periods as the Board of Trustees may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in the Declaration (including without limitation Common Expenses). This Paragraph shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Paragraphs or Articles hereof. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such portions become due until paid. In addition, in the event that any Special Assessment is not paid on the date such Special Assessment becomes due, it shall be subject to a penalty for late payment in such amount as the Board of Trustees shall determine from time to time per day from the date each such Special Assessment becomes due until paid.

5. Separate Common Expense Fund and Reserve Funds. All funds received from Assessments under this Paragraph other than the amounts set aside for the Reserve Fund shall be part of the Common Expense Fund. The Common Expense Fund and the Reserve Fund shall be kept in separate accounts established with a federal or state chartered bank, savings bank, industrial bank or credit union.

6. Lien for Assessments. The Association has a lien on each of Condominium for (i) any Assessment, (ii) fees, charges, and costs associated with collecting any unpaid Assessment, including, court costs and reasonable attorney fees, late charges, interest, and any other amount that the Association is entitled to recover under the Declaration, the Act, or an administrative or judicial decision, and (iii) any fine that the Association imposes against the Owner of the Condominium. The recording of the Declaration constitutes record notice and perfection of the lien described in this Section. A lien under this Section is not subject to Utah Code Annotated Title 78B, Chapter 5, Part 5, Utah Exemptions Act. If an Assessment is payable in installments, the lien described in this Section is for the full amount of the Assessment from the time the first installment is due, unless the Association otherwise provides in the notice of Assessment. A lien under this Section has priority over each other lien and encumbrance on a Condominium except:

- a. a lien or encumbrance recorded before the Declaration is recorded;
- b. a first or second security interest on the Condominium secured by a deed of trust or mortgage that is recorded before a recorded notice of lien by or on behalf of the Association; or
- c. a lien for real estate taxes or other governmental assessments or charges against the Unit.

7. Enforcement of a Lien.

a. To enforce a lien for unpaid Assessments, the Association may cause a Condominium to be sold through nonjudicial foreclosure as though the lien were a deed of trust, in the manner provided by Utah Code Annotated Sections 57-1-24 through 57-1-27 and the Act, or foreclose the lien through a judicial foreclosure in the manner provided by law for the foreclosure of a mortgage and the Act. For purposes of a nonjudicial or judicial foreclosure, the Association is considered to be the beneficiary under a trust deed and the Owner of the Condominium being foreclosed is considered to be the trustor under a trust deed. An Owner's acceptance of the Owner's interest in a Condominium constitutes a simultaneous conveyance of the Condominium in trust, with power of sale, to the trustee designated as provided in this Section for the purpose of securing payment of all amounts due under the Declaration and the Act. In any such judicial or nonjudicial foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Condominium, which shall become due during the period of any such judicial or nonjudicial foreclosure, and all such Assessments shall be secured by the lien being foreclosed. The Board of Trustees shall have the right and power in behalf of the Association to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Condominium in the name of the Association.

b. The Association hereby appoints Cottonwood Title Insurance Agency, Inc., 1996 E. 6400 South, Salt Lake City, Utah 84121 as Trustee with power of sale pursuant to Section 57-8-45 of the Act, reserving unto the Board of Trustees the right to appoint as Trustee such other title insurance company or agency or any other person or entity permitted under Utah Code Annotated, Section 57-1-21

to act as trustee of a trust deed as the Board of Trustees may hereafter determine. The Declarant hereby conveys and warrants pursuant to Utah Code Annotated Sections 57-1-20 and 57-8-45 to Trustee, with power of sale, each of the Condominiums and all improvements to the Condominiums for the purpose of securing payment of Assessments under the terms of the Declaration. The Board of Trustees may appoint a substitute Trustee by executing and recording in the official records of Salt Lake County, Utah a substitution of trustee form authorized under Utah Code Annotated Section 57-1-22.

c. At least 30 calendar days before initiating a nonjudicial foreclosure, the Association shall provide notice to the Owner of the Unit that is the intended subject of the nonjudicial foreclosure. The notice shall (i) notify the Owner that the Association intends to pursue nonjudicial foreclosure with respect to the Owner's Unit to enforce the Association's lien for an unpaid Assessment; (ii) notify the Owner of the Owner's right to demand judicial foreclosure in the place of nonjudicial foreclosure; (iii) be sent to the Owner by certified mail, return receipt requested; and (iv) be in substantially the following form:

NOTICE OF NONJUDICIAL FORECLOSURE AND RIGHT TO DEMAND JUDICIAL FORECLOSURE Graystone Management Corporation, a Utah non-profit corporation, the association for the Project in which your Unit is located, intends to foreclose upon your Unit and allocated interest in the common areas and facilities using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the Association's lien against your Unit and to collect the amount of an unpaid assessment against your Unit, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the Association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that 'I demand a judicial foreclosure proceeding upon my Unit,' or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within 15 days after the date of the postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is Graystone Management Corporation, 1170 East 2700 South, Salt Lake City, Utah 84106.

d. In the event of foreclosure, the Owner, if it is an owner-occupier and desires to remain in the Unit during any redemption period, shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the security. The Association or its manager (if any) shall have the power to bid on the Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Unit.

e. As provided in §57-8-48 of the Act, the one-action-rule provided in Utah Code Annotated Subsection 78B-6-901(1) shall not apply to the Association's judicial or non-judicial foreclosure of a lien for Common Expenses.

8. Personal Obligation of Owner. The amount of any Assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Condominium or by waiving any services or amenities provided for in the Declaration. In the event

of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees in an amount as the court may deem reasonable, in favor of the Association, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs. As provided in the Act, a purchaser of a Condominium in any voluntary conveyance of a Condominium shall be jointly and severally liable with the seller thereof for all unpaid Assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such Assessments. Notwithstanding the foregoing, a sale or transfer of a Condominium pursuant to a foreclosure or trust deed sale of a Mortgage shall extinguish a subordinate lien for Common Expenses which became payable prior to such sale or transfer.

9. Termination of a Delinquent Owner's Rights.

a. If an Owner fails or refuses to pay any Assessment when due or any carport or storage unit lease, the Board of Trustees may terminate a delinquent Owner's right to receive a utility service for which the Owner pays as a Common Expense, or of access to and use of any recreational facilities that are part of the Common Areas and Facilities. Before terminating a utility service or right of access to and use of recreational facilities, the Board of Trustees shall give the delinquent Owner twenty (20) days prior written notice to such Owner stating that (i) the Association will terminate the Owner's utility service or right of access to and use of recreational facilities, or both, if the Association does not receive payment of the Assessment within said twenty (20) day period; (ii) the amount of the Assessment due, including any interest or late payment fee; and (iii) the Owner's right to request a hearing under Subparagraph 9.b. below.

b. A delinquent Owner may submit a written request to the Board of Trustees for an informal hearing to dispute the Assessment. A request under this Subparagraph shall be submitted to the Board of Trustees within fourteen (14) days after the date the delinquent Owner receives the notice under Subparagraph 8.a. The Board of Trustees shall conduct an informal hearing requested under this Subparagraph and may not terminate a utility service or right of access to and use of recreational facilities until after the Board of Trustees conducts the hearing, and enters a final decision. If the Board of Trustees terminates a utility service or a right of access to and use of recreational facilities, the Board of Trustees shall take immediate action to reinstate the service or right following the Owner's payment of the delinquent Assessment, including any interest and late payment fee. The Board of Trustees may assess an Owner for the cost associated with reinstating a utility service that the Board of Trustees terminates and demand that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost is included in the notice to the Owner under Subparagraph 9.a. above.

10. Payment of Tenant Lease Payments.

a. If an Owner is leasing the Owner's Unit and fails to pay an Assessment for more than sixty (60) days after the assessment is due, the Board of Trustees may demand that any tenant that is leasing the Owner's Unit pay to the Association all future lease payments due the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid.

b. The Board of Trustees shall give the Owner written notice of its intent to demand full payment from the tenant. Said notice shall (i) provide notice to the tenant that full payment of the remaining lease payments will be paid to the Association beginning with the next monthly or other periodic payment unless the delinquent Assessment is received by the Association within the time provided herein, (ii) state the amount of the Assessment due, including any interest or late payment fee,

and (iii) state that any costs of collection, not to exceed the amount permitted by law in the State of Utah, and other Assessments that become due may be added to the total amount due.

c. If the Owner fails to pay the Assessment by the date specified in said notice, the Board of Trustees may then deliver written notice to the Owner's tenant demanding that the tenant make all future payments otherwise due the Owner to the Association. The Board of Trustees shall mail a copy of said tenant notice to the Owner. Said notice shall state (i) that due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the intent of the Board of Trustees to collect all lease payments due to the Association, (ii) that until notification by the Association that the Assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner, and (iii) that payment by the tenant to the Association in compliance with this Subparagraph will not constitute a default under the terms of the tenant's lease agreement with the Owner.

d. All funds deposited with the Association pursuant to this Subparagraph shall be (i) deposited in a separate account; and (ii) disbursed to the Association until the Assessment due, together with any cost of administration, not to exceed \$25.00, is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association.

e. Within five (5) business days after payment in full of the Assessment, including any interest or late payment fee, the Board of Trustees shall notify the tenant in writing that future lease payments are no longer due to the Association. A copy of said notice shall also be mailed to the Owner.

11. Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments, as above provided. Nothing in this Article 9 shall be deemed to prohibit the Association from bringing an action against an Owner to recover an amount for which a lien is created under this Article 9 or from taking a deed in lieu of foreclosure, if the action is brought or deed taken before the sale or foreclosure of the Owner's Unit under this Article 9.

12. Certificate of Unpaid Assessments.

a. Upon receipt of a written request from an Owner and payment of a reasonable fee, not to exceed \$25.00, the Board of Trustees or the Project's manager (if any) shall issue a written statement to the Owner of any unpaid Assessments with respect to the Owner's Unit.

b. A certificate executed and acknowledged by the Association or its manager (if any) stating the unpaid Assessments, late fees and interest charges then outstanding with respect to a Unit shall be conclusive upon the Association and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner or Mortgagee or prospective Owner or Mortgagee of a Unit upon written request to the Association's Contact Person in connection with the closing of the financing, refinancing or sale of an Owner's Unit at a reasonable fee not to exceed Fifty Dollars (\$50.00) to be paid before closing. Any such request for payoff information must be (a) submitted to the Contact Person in writing, (b) contain the name, telephone number and address of the person making the request and the facsimile number or email address for delivery of the payoff information, and (c) be accompanied by a written consent for the release of the payoff information, identifying the person requesting the information as a person to whom the payoff information may be released, and signed and dated by an Owner of the Unit for which the

payoff information is requested. The Association shall provide the certificate to the party requesting it within five (5) business days of the date of the request. Any Mortgagee holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment that Mortgagee shall have a lien on that Unit of the same rank as the lien of his/her encumbrance for the amounts paid.

13. Records of Receipts and Expenditures; Examination. The Board of Trustees shall (a) keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance, repair and replacement expenses of the Common Areas and Facilities and any other expenses incurred, and (b) make those records available for examination by any Owner at convenient hours of weekdays no later than 14 days after the Owner makes a written request to examine the records.

14. Amendment of Article. This Article 9 shall not be amended unless such amendment has been approved by the affirmative vote or written consent of Owners having ownership of not less than sixty-seven percent (67%) of the Total Votes of the Association.

ARTICLE 10 - INSURANCE

1. Maintaining Insurance; Notice if Not Reasonably Available. The Association shall maintain, to the extent reasonably available using typical insurance carriers and markets, (a) property insurance on the physical structures in the Project, including the Common Areas and Facilities, Limited Common Areas and Facilities, and the Units, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and (b) liability insurance, including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas and Facilities. If the Association becomes aware that property insurance or liability insurance is not reasonably available, the Association shall, within seven (7) calendar days after becoming aware, give all Unit Owners notice that the insurance is not reasonably available.

2. Property Insurance. The Association shall at all times maintain in force property insurance meeting the following requirements:

a. A multi-peril type policy shall be maintained by the Association covering the entire Condominium Project (both Units and Common Areas and Facilities), including, without limitation, all fixtures, machinery, equipment and supplies maintained for the service of the Project, and all fixtures, improvements, alterations, equipment and betterments within the individual Units and the Common Areas and Facilities, including, without limitation, those installed by any Owner. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage blanket "all risk" endorsement and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value of the Project (based upon replacement cost). Deductibles shall not exceed the lower of \$10,000 or one percent of the applicable amount of coverage. At the option of the Association, funds for such deductibles may be included in the Association's Reserve Fund and, if included, shall be so designated. Such policy shall include an "Agreed Amount Endorsement" or its equivalent, and, if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent. Such policy shall include coverage for any fixture, improvement, or betterment installed by

an Owner to a Unit or to a Limited Common Area, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a Unit or to a Limited Common Area. Each Owner shall be an insured person under the policy of property insurance.

b. If a steam boiler is or comes to be contained in the Project, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance, evidenced by the standard form of boiler and machinery insurance policy. The insurer's minimum liability per accident under boiler and machinery coverage shall equal the insurable value of the Building housing such boiler or machinery or One Million Dollars (\$1,000,000), whichever is less. Deductibles shall not exceed the lower of \$10,000 or one percent of the applicable amount of coverage. At the option of the Association, funds for such deductibles may be included in the Association's Reserve Fund, and, if included, shall be so designated.

c. If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development (HUD) or the Director of the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area or located within a 100 year flood plain, the Association shall obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the Buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, but not less than the following: The lesser of: (a) the maximum coverage available under the NFIP for all Buildings and other insurable property within the Project to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) 100% of "current replacement cost" of all such Buildings and other insurable property within such area. Such policy shall be in a form that meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator. At the option of the Association, funds for any deductibles may be included in the Association's Reserve Fund, and, if included, shall be so designated.

d. The named insured under each policy required to be maintained by the foregoing items (a), (b) and (c) shall be in form and substance essentially as follows: "Graystone Management Corporation, a Utah nonprofit corporation, for the use and benefit of the individual Owners."

e. Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

f. 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 shall provide primary insurance coverage on the Units and the Common Areas in the Project, and (ii) the Owner's policy shall provide coverage against loss or damage to the personal property in the Owner's Unit and a portion of the deductible under the Association's policy. The portion of the deductible under the Association's policy for which an Owner is responsible is calculated by multiplying the amount of the Association's deductible by the percentage that the damage to the Owner's Unit and the Limited Common Area appurtenant to the Unit is to the total damage in a covered loss. For example, if a fire occurs in the Project where the total covered loss to the Units and Common Areas is \$100,000, the damage to an Owner's Unit and its appurtenant Limited Common Areas is \$20,000, and the Association's deductible is \$5,000, the portion of the Association's deductible for which the Owner is responsible is calculated as follows: $\$20,000/\$100,000 \times \$5,000 = \$1,000$. The Association shall set aside in the Association's

Reserve Fund an amount equal to the amount of the Association's property insurance deductible or \$10,000, whichever is less. The Association shall provide written 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.

g. An insurer under a property insurance policy issued to the Association shall adjust with the Association a loss covered under the Association's policy. Notwithstanding the above, the insurance proceeds for a loss under a property insurance policy of the Association are payable to an insurance trustee that the Association designates or, if no trustee is designated, to the Association, and may not be payable to a holder of a security interest. An insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, unit owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property. After such disbursements are made and the damaged property has been completely repaired or restored or the project terminated, any surplus proceeds are payable to the Association, Unit Owners, and lien holders.

h. An insurer that issues a property insurance policy under this Section, or the insurer's authorized agent, shall issue a certificate or memorandum of insurance to the Association, a Unit Owner, and a holder of a security interest, upon the Association's, a Unit owner's or the holder's written request.

i. A cancellation or nonrenewal of a property insurance policy under this Section is subject to the procedures stated in Utah Code Annotated § 31A-21-303.

j. The Board of Trustees that acquires from an insurer the property insurance required in this Section is not liable to Owners if the insurance proceeds are not sufficient to cover 100% of the full replacement cost of the insured property at the time of the loss

3. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, commercial space owned and leased by the Association, if any, and public ways of the Project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for condominium projects similar to the Project in construction, location, and use. However, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Facilities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least 10 days' prior written notice to the Association and to each holder of a Mortgage on any Unit in the Project that is listed as a scheduled holder of a Mortgage in the insurance policy. Such policies must also include protection against such other risks as are customarily covered with respect to condominium projects similar to the Project in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Each Owner is an insured person under a liability insurance policy that the Association obtains that insures against liability arising from the Owner's interest in the Common Areas and Facilities or from membership in the Association.

4. Fidelity Bonds. The Association shall also obtain and maintain blanket fidelity bonds for all officers, directors, and employees of the Association and all other persons handling or responsible for, funds of or administered by the Association. Where the Association has a management agent that is responsible for handling or administering funds of the Association, the management agent shall be

required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including the Reserve Fund, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to 3 months aggregate assessments on all Units plus the amount of the Reserve Fund. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or Insurance Trustee. Such bonds shall also provide that the FNMA Servicer, if FNMA is a holder of Mortgages on Units within the Project, on behalf of FNMA, also, receive such notice of cancellation or modification.

5. Insurance Trustees; Power of Attorney. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Owner appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

6. Qualifications of Insurance Carriers & General Coverage Requirements. The Association shall use generally acceptable insurance carriers that meet the specific requirements of FHLMC and FNMA if such corporations are holders of Mortgages on Units within the Project (See the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide for specific requirements regarding the qualifications of insurance carriers). Notwithstanding anything herein contained to the contrary, insurance coverages required to be obtained hereunder must be in such amounts and meet other requirements of FNMA, FHLMC, FHA and the Department of Veterans Affairs.

7. Waiver of Subrogation. An insurer under a property insurance policy or liability insurance policy obtained under this Article waives the insurer's right to subrogation under the policy against any Owner or member of the Owner's household.

8. Unit Owners' Content Policies. Each Owner shall be responsible to purchase and maintain in force a condominium unit owner contents policy (the "Content Policy"). All Content Policies shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article.

9. Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

10. Review of Insurance. The Board of Trustees shall review annually the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or by such other qualified appraisers as the Association may select.

ARTICLE 11 - DAMAGE OR DESTRUCTION

1. Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from any Owner shall constitute an appointment by said grantee of the Association as such grantee's attorney in fact as herein provided. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner that may be necessary or appropriate to exercise the powers herein granted.

2. Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

3. Procedures. In the event any part of the Project is damaged or destroyed, the Association shall proceed as follows:

4. Notice to Eligible First Mortgage Holders. The Association shall give timely written notice to any each Eligible First Mortgagee holding a First Mortgage on a Unit in the event of substantial damage to or destruction of such Unit or any part of the Common Areas.

5. Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct that part of the Project damaged or destroyed.

6. Sufficient Insurance. If the proceeds of the insurance maintained by the Association exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project such repair and reconstruction shall be carried out.

7. Insufficient Insurance – Less than 75% Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessment shall be allocated and collected as provided in Article 9, Section 4 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

8. Insufficient Insurance – 75% or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or

destroyed part of the Project and if seventy-five percent (75%) or more of the Buildings in the Project are substantially damaged or destroyed, such damage or destruction shall be repaired and reconstructed if, but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote or written consent of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction. If, however, the Owners shall not, within one hundred (100) days after such damage or destruction, elect by a vote or written consent of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

- a. The Project shall be deemed to be owned in common by the Owners.
- b. The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of the undivided interest precisely owned by such Owner in the Common Areas;
- c. Any liens affecting any of the Condominiums shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and
- d. The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, as set forth in Exhibit A hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

9. Priority of First Mortgage. In no event shall an owner of a Unit or any other party have priority over any First Mortgagee holding a First Mortgage on such Unit with respect to the distribution to such unit of any insurance proceeds.

10. Repair or Reconstruction. If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before.

11. Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Section 7 hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of Ownership of the Common Areas.

12. Amendment of Article. This Article 11 shall not be amended unless Owners of at least sixty-seven percent (67%) of the Total Votes of the Association vote in favor of or consent in writing to such amendment as expressed in an amendment to this Declaration duly recorded.

ARTICLE 12 - CONDEMNATION

1. Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article 12 shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Unit or portion thereof or the Common Areas or Facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Board of Trustees shall give prompt written notice of any such proceeding or proposed acquisition to each Owner in the Project and to any Eligible First Mortgagee holding a First Mortgage on a Unit in the Project.

2. Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Association and shall be distributed by the Board of Trustees, on behalf of the Association, as herein provided.

3. Complete Taking. In the event the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall terminate and the condemnation award shall be allocated among and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

4. Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

5. Allocation of Award. As soon as practicable, the Board of Trustees shall, on behalf of the Association, reasonably and in good faith, apportion the condemnation award between compensation and severance damages, or other proceeds, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

a. The total amount apportioned to taking of or injury to the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken) in proportion to their respective undivided interests in the Common Areas;

b. The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Condominiums that have not been taken, in proportion to their respective undivided interests in the Common Areas;

c. The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit;

d. The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

e. If apportionment or allocation is already established by negotiation, judicial decree, statute, or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable;

f. Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as appropriate; and

6. Priority of First Mortgage. No provision of this Article 12 or any other provisions in this Declaration, the Articles, or the Bylaws shall entitle the Owner of a Unit or other party to priority over any First Mortgagee holding a First Mortgage lien on such Unit with respect to the distribution to such Unit of the proceeds of any award, settlement, or proceeds from any eminent domain or condemnation proceeding.

7. Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall not terminate, but shall continue. In such event, the Project shall be reorganized as follows:

a. If any partial taking results in the taking of an entire Unit, the Owner thereof shall cease to be a Member of the Association and all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas.

b. If any partial taking results in the taking of a portion of a Unit and if no determination is made by the Board of Trustees that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then the fair market value of such remaining portion of the Unit shall be determined by the Board of Trustees and all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reduced in proportion to the diminution in fair market value of such Unit resulting from the taking. The voting rights and undivided interest in the Common Areas so divested from such Unit shall be reallocated to, and shall appertain to, such Unit and the other Units in the Project in proportion to their respective undivided interests in the Common Areas; provided, however, that such Unit shall participate in such reallocation on the basis of the undivided interest reduced in accordance with the preceding sentence.

c. If any partial taking results in the taking of a portion of a Unit and if there is a determination made by the Board of Trustees that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then all voting rights and the entire undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas, and the remaining portion of such Unit shall thenceforth be part of the Common Areas.

d. The Board of Trustees shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section 4; provided, however, that if any such determination shall have been

or such action taken by judicial decree, the Board of Trustees shall defer thereto and proceed in accordance therewith.

8. Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the provisions of Article 11 hereof for cases of Damage or Destruction; provided, however, that the provisions of said Article dealing with sufficiency or insufficiency of insurance proceeds shall not be applicable.

9. Association to Represent Owners in Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Areas and Facilities, or part thereof, by the condemning authority. Each Owner appoints the Association as attorney-in-fact for such purpose. The Association may appoint a Trustee to act on behalf of the Owners, in carrying out the above functions, in lieu of the Association. In the event of a taking or acquisition of part or all of the Common Areas and Facilities by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any Trustee, to be held in trust for Owners and their Mortgagees, if any, as their interests may appear.

ARTICLE 13 - OBSOLESCENCE

1. Adoption of Plan. Subject to the provisions of Article 14 hereof, Owners holding sixty-seven percent (67%) or more of the Total Votes of the Association may agree by vote or written consent that the Project is obsolete and adopt a written plan for the renewal and reconstruction of the Project. Written notice of adoption of such a plan shall be given to all Owners and Mortgagees.

2. Payment for Renewal and Reconstruction. The Association shall levy a Special Assessment sufficient to provide funds to pay the estimated expenses of renewal or reconstruction. Such Special Assessment shall be allocated and collected as provided in Article 9, Section 4 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected prove insufficient to pay the actual expenses of such renewal or reconstruction. In the event amounts collected pursuant hereto are in excess of the amounts required for renewal or reconstruction, such excess shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Areas.

3. Sale of Project. Subject to the provisions of Article 14 hereof, the Owners may at any time, by an affirmative vote or written consent of at least sixty-seven percent (67%) of the Total Votes of the Association, at a special meeting of the Members of the Association duly called for such purpose, elect to sell or otherwise dispose of the Project. In such event, the Board of Trustees shall forthwith record in the office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts, and upon the recording of such notice by the Board of Trustees, the Project shall be sold or otherwise disposed of by the Board of Trustees as attorney in fact for all of the Owners. Such action shall be binding upon all Owners and each Owner shall have the duty to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary or appropriate to effect such sale or other disposition of the Project. The proceeds of such sale or disposition shall be apportioned among the Owners in proportion to their respective undivided interests in the Common Areas, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. The Board of Trustees, as attorney in fact, shall use and disburse the total amount of each such account, without contribution from one account to another,

first to the payment of valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority, second to the payment of any First Mortgagee holding a First Mortgage lien on the Condominium, third to the payment of assessments made pursuant to this Declaration, fourth to the payment of other holders of liens or encumbrances on the Condominium in the order of priority of their liens, and the balance remaining, if any, to the respective Owners.

4. Amendment of Article. This Article 13 shall not be amended unless the Owners of sixty-seven percent (67%) or more of the Total Votes of the Association and at least fifty-one percent (51%) of all First Mortgagees holding First Mortgage liens on Units in the Project, based on one vote for each mortgage, consent and agree to such amendment expressed in an amendment to this Declaration duly recorded.

ARTICLE 14 - MORTGAGE PROTECTION

1. Notices to Mortgagees. Each Owner shall furnish the Board of Trustees with the name and address of any Mortgagee that holds, insures or guarantees a Mortgage against an Owner's Condominium, and the Board of Trustees shall maintain such information. Upon the written request of a Mortgagee to the Association, the Board of Trustees shall provide the Mortgagee timely written notice of (a) any proposed amendment of the Declaration effecting a change in the boundaries of any Unit or the exclusive easement rights appertaining thereto, the interest in the Common Areas and Facilities and Limited Common Areas appertaining to any Unit or the liability for Common Expenses appertaining thereto; (b) any proposed termination of the condominium regime; (c) any condemnation loss or casualty loss that affects a material portion of the Project or that affects any Unit subject to a Mortgage held, insured or guaranteed by the Mortgagee; (d) any delinquency in the payment of any Assessments owed by the Owner of any Unit subject to a Mortgage held, insured or guaranteed by the Mortgagee, where such delinquency has continued for a period of 60 days or more; and (e) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

2. Restoration after Condemnation or Damage.

a. Any restoration or repair of the Project after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Project unless the affirmative vote or written consent of Mortgagees holding Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Mortgagees are allocated, is obtained.

b. Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the Project must require the approval of the Mortgagees holding Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Mortgagees are allocated.

c. Unless the formula for reallocation of interests in the Common Areas after a partial condemnation or partial destruction of the Project is fixed in advance by the Declaration or the Act, no reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of the Project may be effected without the approval of the Mortgagees holding Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Mortgagees are allocated.

3. Amendments.

a. Except as otherwise provided herein, the affirmative vote or consent of Owners holding at least sixty-seven percent (67%) of the Total Votes of the Association shall be required to amend this Declaration or the Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the members of the Board of Trustees. In such instrument the Board of Trustees shall certify that the vote required by this Section for amendment has occurred.

b. The affirmative vote or consent of Owners to which at least sixty-seven percent (67%) of the Total Votes of the Association are allocated and the approval of at least fifty-one percent (51%) of the Mortgagees requesting written notice of any proposed amendment of this Declaration or the Map shall be required to terminate the condominium regime.

c. The affirmative vote or consent of Owners to which at least sixty-seven percent (67%) of the Total Votes of the Association are allocated and the approval of at least fifty-one percent (51%) of the Mortgagees requesting written notice of any proposed amendment of this Declaration or the Map shall be required to materially amend any provisions of the Declaration or the Map, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following: (1) Voting; (2) Assessments, assessment liens or subordination of such liens; (3) Reserves for maintenance, repair and replacement of the Common Areas and Facilities; (4) Insurance or Fidelity Bonds; (5) Rights to use of the Common Areas and Facilities; (6) Responsibility for maintenance and repair of the several portions of the Project; (7) Expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (8) Boundaries of any Unit; (9) The interests in the Common Areas and Facilities or the Limited Common Areas; (10) Convertibility of Units into Common Areas and Facilities or of Common Areas and Facilities into Units; (11) Leasing of Units; (12) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his/her or her Unit in the Project; and (13) Establishment of self-management by the Association where professional management has been required by FNMA, FHLMC, FHA or Department of Veterans Affairs.

d. Notwithstanding anything contained in this Section 3 to the contrary, the consent or affirmative vote of Owners of Units to which at least sixty-seven percent (67%) of the Total Votes of the Association are allocated and the approval of at least fifty-one percent (51%) of Mortgagees requesting written notice of any proposed amendment of this Declaration or the Map shall be required to amend any provisions included in the Declaration or the Map which are for the express benefit of such Mortgagees.

e. A Mortgagee's consent to an amendment to the Declaration or Bylaws is presumed if: (a) written notice of the proposed amendment or action is sent by certified or registered mail to the Mortgagee's address listed for receiving notice in the recorded trust deed or other recorded document evidencing the security interest, (b) 60 days have passed after the day on which notice was mailed, and (c) the person designated for receipt of the response in the notice has not received a written response from the Mortgagee either consenting to or refusing to accept the amendment or action.

ARTICLE 15 - COMPLIANCE WITH DECLARATION AND BYLAWS

1. Compliance. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same

may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Association or by an aggrieved Owner.

2. Enforcement. This Declaration, the Bylaws, any rules and regulations promulgated by the Board of Trustees, and any decisions made by the Board of Trustees may be enforced by the Board of Trustees and any Owner as follows:

a. Breach of any of the covenants contained in the Declaration, the Bylaws, any rules and regulations promulgated by the Board of Trustees, or any decisions made by the Board of Trustees and the continuation of any such breach, as well as noncompliance with decisions of the Board of Trustees, may be enjoined, abated or remedied by appropriate legal proceedings by an aggrieved Owner, by the Board of Trustees, or by any successor in interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

b. The result of every act or omission whereby any of the covenants contained in this Declaration, the Bylaws or any rules and regulations or decisions by the Board of Trustees are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Board of Trustees, or by the Association's successor in interest.

c. The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

d. The failure of the Board of Trustees to enforce any of the covenants contained in this Declaration or in the Bylaws or any of the rules and regulations or decisions of the Board of Trustees shall not constitute a waiver of the right to enforce the same thereafter.

e. A breach of the covenants, conditions or restrictions contained in this Declaration or in the Bylaws or any of the rules and regulations or decisions of the Board of Trustees shall not affect or impair the lien or charge of any bona fide first Mortgage made in good faith and for value on any Condominium, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

ARTICLE 16 - GENERAL PROVISIONS

1. Intent and Purpose. The provisions of this Declaration, and any Supplemental or Amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the management and operation of a Condominium Project. Failure to enforce any provision, restriction, covenant, or condition contained in this Declaration, or in any Supplemental or Amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

2. Construction. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Condominium Act and all other provisions of law. Whenever used herein, unless the

context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to expand, limit, or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

3. Notices and Registration of Mailing Address. Each Owner shall register from time to time with the Association his/her current mailing address. All notices, demands, and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first class U.S. mail postage prepaid, addressed to the Owner at his/her registered mailing address or, if no address has been registered, to the Unit of such Owner. All notices, demands, and other communications to the Association as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first class U.S. mail, postage prepaid, addressed to the registered agent and address of the Association as shown in the official corporate records maintained in the office of the Utah Department of Commerce, Division of Corporations and Commercial Code. On the date of this Declaration, the registered agent of the Association is Richard D. Duggar, 1170 East 2700 South, Salt Lake City, Utah 84106, reserving unto the Board of Trustees the right to appoint such other registered agent as the Board of Trustees may hereafter determine. Any notice, demand, or communication referred to in this Declaration shall be deemed to have been given and received when personally served or when deposited in the U.S. mail, postage prepaid, and in the form provided for in this Section, as the case may be.

4. Amendment. Except as otherwise provided herein (including, but not limited to, Article 14), this Declaration may be amended if Owners holding at least sixty-seven percent (67%) of the Total Votes of the Association vote in favor of or consent in writing to such amendment as expressed in an amendment that is duly recorded in the office of the County Recorder of Salt Lake County, State of Utah.

5. Effective Date. This Declaration shall be effective upon recording.

6. Agent for Service; Contact Person; Registration.

a. The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the registered agent and address of the Association as shown in the official corporate records maintained in the office of the Utah Department of Commerce, Division of Corporations and Commercial Code. On the date of this Declaration, the registered agent of the Association is: Richard D. Duggar, 1170 East 2700 South, Salt Lake City, Utah 84106.

b. The Association shall, in compliance with §57-8-13.1 of the Act, (a) designate a Contact Person that a closing agent may contact who has Association payoff information needed in connection with the closing of an Owner's financing, refinancing or sale of the Owner's Unit, and (b) provide to the Utah Department of Commerce the Contact Person's name, address and telephone number.

c. The Association shall register with the Utah Department of Commerce as required by §57-8-13.1 of the Act and submit an updated registration to the Department within ninety (90) days after a change in any of the information previously provided to the Department.

7. Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in or upon the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Building or its drains, pipes, conduits, appliances, or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any Assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from, any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules, or order of any governmental authority.

8. Owner's Obligations. All obligations of an Owner, under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may be leasing, renting, or selling under contract such Owner's Condominium. The Owner of a Condominium within the Project shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.

9. Fines. The Board of Trustees may assess a fine against an Owner for a violation of the Declaration, the Bylaws, any rules and regulations promulgated by the Board of Trustees, or any decisions made by the Board of Trustees. Before assessing a fine, the Board of Trustees shall give notice to the Owner of the violation and inform the Owner that a fine will be imposed if the violation is not cured within the time provided in the Declaration, the Bylaws, the rules and regulations adopted by the Board of Trustees, or any decisions made by the Board of Trustees, which shall be at least 48 hours. A fine assessed by the Board of Trustees shall:

a. be made only for a violation of a rule or regulation which is specifically listed in the Declaration, the Bylaws, any rules and regulations adopted by the Board of Trustees, or the decisions made by the Board of Trustees as an offense which is subject to a fine;

b. be in the amount specifically provided for in the Declaration, the Bylaws, any rules and regulations promulgated by the Board of Trustees, or any decisions made by the Board of Trustees for that specific type of violation, not to exceed \$500; and

c. accrue interest and late fees as provided in the Declaration, Bylaws, or the rules and regulations.

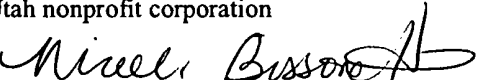
Cumulative fines for a continuing violation may not exceed \$500 per month. An Owner who is assessed a fine may request an informal hearing before the Board of Trustees to protest or dispute the fine within 30 days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards provided in the Declaration, Bylaws, or rules and regulations. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered. An Owner may appeal a fine by initiating a civil action within 180 days after (a) a hearing has been held and a final decision has been rendered by the Board of Trustees; or (b) the time to request an informal hearing has expired without the Owner making such a request. Any fine assessed which remains unpaid after the time for appeal has expired becomes a lien against the Owner's Condominium in accordance with the same standards as a lien for the nonpayment of common expenses under Utah Code Ann. Section 57-8-44.

10. Availability of the Declaration, Bylaws, Rules and Regulations, and Financial Statement. Upon the written request of any Owner or any Mortgagee, the Board of Trustees shall make current copies of the Declaration, Bylaws, any rules and regulations adopted by the Board of Trustees, and any

decisions made by the Board available for inspection during normal business hours or under other reasonable circumstances. Upon the written request of any existing or prospective Mortgagee, the Board of Trustees shall furnish within a reasonable time a financial statement of the Association for the immediately preceding year at a reasonable fee not to exceed Fifty Dollars (\$50.00).

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association, have set their hands this 23 day of January, 2017, and affirm that the affirmative vote or approval and consent of owners having ownership of seventy-one and 60/100 percent (71.60%) of the Total Votes of the Association to this Declaration has been obtained, and that the vote or approval of lien holders holding more than 67% of the first position security interests in the Units secured by a mortgage or trust deed has been obtained in compliance with the provisions of Utah Code Annotated §57-8-41.

GRAYSTONE MANAGEMENT CORPORATION,
A Utah nonprofit corporation

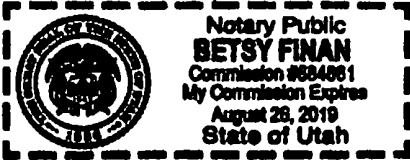
By: 
Nicole Bissonette, President

ATTEST:

By: 
Helen Holfeltz Secretary

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

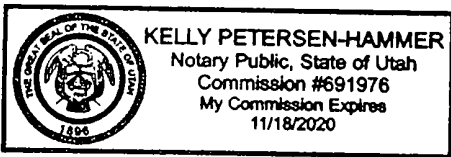
The foregoing instrument was acknowledged before me this 23 day of January, 2017, by Nicole
Bisonnette, President of Graystone Management Corporation




NOTARY PUBLIC

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of January, 2017, by
Helen Holfeltz, Secretary of Graystone Management Corporation



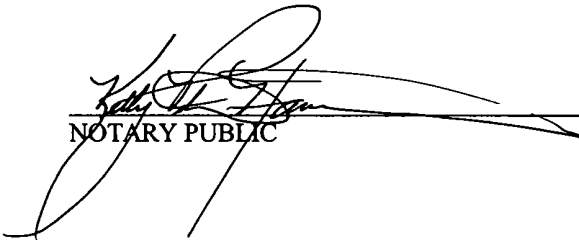

NOTARY PUBLIC

EXHIBIT A

(Unit Nos., Building Nos., Unit Sizes, Undivided Ownership Interests, Unit Votes & Unit Parcel Nos.)

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u>	<u>VOTES</u>	<u>PARCEL NO.</u>
1	110/A	1,079.3	0.46370%	4.6470	16-20-458-068
2	110/A	1,192.5	0.51234%	5.1234	16-20-458-069
3	110/A	1,079.3	0.46370%	4.6470	16-20-458-070
4	110/A	1,192.5	0.51234%	5.1234	16-20-458-071
5	110/A	1,079.3	0.46370%	4.6370	16-20-458-072
6	110/A	1,192.5	0.51234%	5.1234	16-20-458-073
7	110/A	1,079.3	0.46370%	4.6370	16-20-458-074
8	110/A	1,192.5	0.51234%	5.1233	16-20-458-075
9	108/B	1,385.9	0.59543%	5.9543	16-20-458-076
10	108/B	1,530.9	0.65773%	6.5773	16-20-458-077
11	108/B	1,385.9	0.59543%	5.9543	16-20-458-078
12	108/B	1,530.9	0.65773%	6.5773	16-20-458-079
13	108/B	1,385.9	0.59543%	5.9543	16-20-458-080
14	108/B	1,530.9	0.65773%	6.5773	16-20-458-081
15	108/B	1,385.9	0.59543%	5.9543	16-20-458-082
16	108/B	1,530.9	0.65773%	6.5773	16-20-458-083
17	112/C	1,079.3	0.46370%	4.6730	16-20-458-084
18	112/C	1,192.5	0.51234%	5.1234	16-20-458-085
19	112/C	1,079.3	0.46370%	4.6370	16-20-458-086
20	112/C	1,192.5	0.51234%	5.1234	16-20-458-087
21	112/C	1,079.3	0.46370%	4.6370	16-20-458-088
22	112/C	1,192.5	0.51234%	5.1234	16-20-458-089
23	112/C	1,079.3	0.46370%	4.6370	16-20-458-090

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u>	<u>VOTES</u>	<u>PARCEL NO.</u>
24	112/C	1,192.5	0.51234%	5.1234	16-20-458-091
25	1134/D	1,079.3	0.46370%	4.6370	16-20-458-092
26	1134/D	1,192.5	0.51234%	5.1234	16-20-458-093
27	1134/D	1,079.3	0.46370%	4.6370	16-20-458-094
28	1134/D	1,192.5	0.51234%	5.1234	16-20-458-095
29	1134/D	1,079.3	0.46370%	4.6370	16-20-458-096
30	1134/D	1,192.5	0.51234%	5.1234	16-20-458-097
31	1134/D	1,079.3	0.46370%	4.6370	16-20-458-098
32	1134/D	1,192.5	0.51234%	5.1234	16-20-458-099
33	1132/E	1,385.9	0.59543%	5.9543	16-20-458-100
34	1132/E	1,530.9	0.65773%	6.5773	16-20-458-101
35	1132/E	1,385.9	0.59543%	5.9543	16-20-458-102
36	1132/E	1,530.9	0.65773%	6.5773	16-20-458-103
37	1132/E	1,385.9	0.59543%	5.9543	16-20-458-104
38	1132/E	1,530.9	0.65773%	6.5773	16-20-458-105
39	1132/E	1,385.9	0.59543%	5.9543	16-20-458-106
40	1132/E	1,530.9	0.65773%	6.5773	16-20-458-107
41	1138/F	1,079.3	0.46370%	4.6370	16-20-458-108
42	1138/F	1,192.5	0.51234%	5.1234	16-20-458-109
43	1138/F	1,079.3	0.46370%	4.6370	16-20-458-110
44	1138/F	1,192.5	0.51234%	5.1234	16-20-458-111
45	1138/F	1,079.3	0.46370%	4.6370	16-20-458-112
46	1138/F	1,192.5	0.51234%	5.1234	16-20-458-113
47	1138/F	1,079.3	0.46370%	4.6370	16-20-458-114
48	1138/F	1,192.5	0.51234%	5.1234	16-20-458-115

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u>	<u>VOTES</u>	<u>PARCEL NO.</u>
49	1150/G	1,079.3	0.46370%	4.6370	16-20-458-116
50	1150/G	1,192.5	0.51234%	5.1234	16-20-458-117
51	1150/G	1,079.3	0.46370%	4.6370	16-20-458-118
52	1150/G	1,192.5	0.51234%	5.1234	16-20-458-119
53	1150/G	1,079.3	0.46370%	4.6370	16-20-458-120
54	1150/G	1,192.5	0.51234%	5.1234	16-20-458-121
55	1150/G	1,079.3	0.46370%	4.6370	16-20-458-122
56	1150/G	1,192.5	0.51234%	5.1234	16-20-458-123
57	1148/H	1,385.9	0.59543%	5.9543	16-20-458-132
58	1148/H	1,530.9	0.65773%	6.5773	16-20-458-133
59	1148/H	1,385.9	0.59543%	5.9543	16-20-458-134
60	1148/H	1,530.9	0.65773%	6.5773	16-20-458-135
61	1148/H	1,385.9	0.59543%	5.9543	16-20-458-136
62	1148/H	1,530.9	0.65773%	6.5773	16-20-458-137
63	1148/H	1,385.9	0.59543%	5.9543	16-20-458-138
64	1148/H	1,530.9	0.65773%	6.5773	16-20-458-139
65	1158/I	1,079.3	0.46370%	4.6370	16-20-458-124
66	1158/I	1,192.5	0.51234%	5.1234	16-20-458-125
67	1158/I	1,079.3	0.46370%	4.6370	16-20-458-126
68	1158/I	1,192.5	0.51234%	5.1234	16-20-458-127
69	1158/I	1,079.3	0.46370%	4.6370	16-20-458-128
70	1158/I	1,192.5	0.51234%	5.1234	16-20-458-129
71	1158/I	1,079.3	0.46370%	4.6370	16-20-458-130
72	1158/I	1,192.5	0.51234%	5.1234	16-20-458-131
73	1120/J	1,385.9	0.59543%	5.9543	16-20-458-004

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u>	<u>VOTES</u>	<u>PARCEL NO.</u>
74	1120/J	1,530.9	0.65773%	6.5773	16-20-458-005
75	1120/J	1,385.9	0.59543%	5.9543	16-20-458-006
76	1120/J	1,530.9	0.65773%	6.5773	16-20-458-007
77	1120/J	1,385.9	0.59543%	5.9543	16-20-458-008
78	1120/J	1,530.9	0.65773%	6.5773	16-20-458-009
79	1120/J	1,385.9	0.59543%	5.9543	16-20-458-010
80	1120/J	1,530.9	0.65773%	6.5773	16-20-458-011
81	1130/K	1,079.3	0.46370%	4.6370	16-20-458-012
82	1130/K	1,192.5	0.51234%	5.1234	16-20-458-013
83	1130/K	1,079.3	0.46370%	4.6370	16-20-458-014
84	1130/K	1,192.5	0.51234%	5.1234	16-20-458-015
85	1130/K	1,079.3	0.46370%	4.6370	16-20-458-016
86	1130/K	1,192.5	0.51234%	5.1234	16-20-458-017
87	1130/K	1,079.3	0.46370%	4.6370	16-20-458-018
88	1130/K	1,192.5	0.51234%	5.1234	16-20-458-019
89	1140/L	1,079.3	0.46370%	4.6370	16-20-458-020
90	1140/L	1,192.5	0.51234%	5.1234	16-20-458-021
91	1140/L	1,079.3	0.46370%	4.6370	16-20-458-022
92	1140/L	1,192.5	0.51234%	5.1234	16-20-458-023
93	1140/L	1,079.3	0.46370%	4.6370	16-20-458-024
94	1140/L	1,192.5	0.51234%	5.1234	16-20-458-025
95	1140/L	1,079.3	0.46370%	4.6370	16-20-458-026
96	1140/L	1,192.5	0.51234%	5.1234	16-20-458-027
97	1142/M	1,385.9	0.59543%	5.9543	16-20-458-028
98	1142/M	1,530.9	0.65773%	6.5773	16-20-458-029

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u>	<u>VOTES</u>	<u>PARCEL NO.</u>
99	1142/M	1,385.9	0.59543%	5.9543	16-20-458-030
100	1142/M	1,530.9	0.65773%	6.5773	16-20-458-031
101	1142/M	1,385.9	0.59543%	5.9543	16-20-458-032
102	1142/M	1,530.9	0.65773%	6.5773	16-20-458-033
103	1142/M	1,385.9	0.59543%	5.9543	16-20-458-034
104	1142/M	1,530.9	0.65773%	6.5773	16-20-458-035
105	1146/N	1,079.3	0.46370%	4.6370	16-20-458-036
106	1146/N	1,192.5	0.51234%	5.1234	16-20-458-037
107	1146/N	1,079.3	0.46370%	4.6370	16-20-458-038
108	1146/N	1,192.5	0.51234%	5.1234	16-20-458-039
109	1146/N	1,079.3	0.46370%	4.6370	16-20-458-040
110	1146/N	1,192.5	0.51234%	5.1234	16-20-458-041
111	1146/N	1,079.3	0.46370%	4.6370	16-20-458-042
112	1146/N	1,192.5	0.51234%	5.1234	16-20-458-043
113	1154/O	1,079.3	0.46370%	4.6370	16-20-458-044
114	1154/O	1,192.5	0.51234%	5.1234	16-20-458-045
115	1154/O	1,079.3	0.46370%	4.6370	16-20-458-046
116	1154/O	1,192.5	0.51234%	5.1234	16-20-458-047
117	1154/O	1,079.3	0.46370%	4.6370	16-20-458-048
118	1154/O	1,192.5	0.51234%	5.1234	16-20-458-049
119	1154/O	1,079.3	0.46370%	4.6370	16-20-458-050
120	1154/O	1,192.5	0.51234%	5.1234	16-20-458-051
121	1156/P	1,385.9	0.59543%	5.9543	16-20-458-052
122	1156/P	1,530.9	0.65773%	6.5773	16-20-458-053
123	1156/P	1,385.9	0.59543%	5.9543	16-20-458-054

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u>	<u>VOTES</u>	<u>PARCEL NO.</u>
124	1156/P	1,530.9	0.65773%	6.5773	16-20-458-055
125	1156/P	1,385.9	0.59543%	5.9543	16-20-458-056
126	1156/P	1,530.9	0.65773%	6.5773	16-20-458-057
127	1156/P	1,385.9	0.59543%	5.9543	16-20-458-058
128	1156/P	1,530.9	0.65773%	6.5773	16-20-458-059
129	1160/Q	1,079.3	0.46370%	4.6370	16-20-458-060
130	1160/Q	1,192.5	0.51234%	5.1234	16-20-458-061
131	1160/Q	1,079.3	0.46370%	4.6370	16-20-458-062
132	1160/Q	1,192.5	0.51234%	5.1234	16-20-458-063
133	1160/Q	1,079.3	0.46370%	4.6370	16-20-458-064
134	1160/Q	1,192.5	0.51234%	5.1234	16-20-458-065
135	1160/Q	1,079.3	0.46370%	4.6370	16-20-458-066
136	1160/Q	1,192.5	0.51234%	5.1234	16-20-458-067
137	1136/R	1,412.7	0.60694%	6.0694	16-29-226-002
138	1136/R	1,558.0	0.66937%	6.6937	16-29-226-003
139	1136/R	1,412.7	0.60694%	6.0694	16-29-226-004
140	1136/R	1,558.0	0.66937%	6.6937	16-29-226-005
141	1136/R	1,412.7	0.60694%	6.0694	16-29-226-006
142	1136/R	1,558.0	0.66937%	6.6937	16-29-226-007
143	1136/R	1,412.7	0.60694%	6.0694	16-29-226-008
144	1136/R	1,558.0	0.66937%	6.6937	16-29-226-009
145	1152/S	1,412.7	0.60694%	6.0694	16-29-226-010
146	1152/S	1,558.0	0.66937%	6.6937	16-29-226-011
147	1152/S	1,412.7	0.60694%	6.0694	16-29-226-012
148	1152/S	1,558.0	0.66937%	6.6937	16-29-226-013

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u>	<u>VOTES</u>	<u>PARCEL NO.</u>
149	1152/S	1,412.7	0.60694%	6.0694	16-29-226-014
150	1152/S	1,558.0	0.66937%	6.6937	16-29-226-015
151	1152/S	1,412.7	0.60694%	6.0694	16-29-226-016
152	1152/S	1,558.0	0.66937%	6.6937	16-29-226-017
153	1172/T	1,618.6	0.69541%	6.9541	16-29-226-018
154	1172/T	1,774.6	0.76243%	7.6243	16-29-226-019
155	1172/T	1,618.6	0.69541%	6.9541	16-29-226-020
156	1172/T	1,774.6	0.76243%	7.6243	16-29-226-021
157	1172/T	1,618.6	0.69541%	6.9541	16-29-226-022
158	1172/T	1,774.6	0.76243%	7.6243	16-29-226-023
159	1172/T	1,618.6	0.69541%	6.9541	16-29-226-024
160	1172/T	1,774.6	0.76243%	7.6243	16-29-226-025
161	1180/U	1,618.6	0.69541%	6.9541	16-29-226-027
162	1180/U	1,774.6	0.76243%	7.6243	16-29-226-028
163	1180/U	1,618.6	0.69541%	6.9541	16-29-226-029
164	1180/U	1,774.6	0.76243%	7.6243	16-29-226-030
165	1180/U	1,618.6	0.69541%	6.9541	16-29-226-031
166	1180/U	1,774.6	0.76243%	7.6243	16-29-226-032
167	1180/U	1,618.6	0.69541%	6.9541	16-29-226-033
168	1180/U	1,774.6	0.76243%	7.6243	16-29-226-034
169	1182/V	1,412.7	0.60694%	6.0694	16-29-226-035
170	1182/V	1,558.0	0.66937%	6.6937	16-29-226-036
171	1182/V	1,412.7	0.60694%	6.0694	16-29-226-037
172	1182/V	1,558.0	0.66937%	6.6937	16-29-226-038
173	1182/V	1,412.7	0.60694%	6.0694	16-29-226-039

<u>UNIT NO.</u>	<u>BLDG. NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED OWNERSHIP INTERESTS</u>	<u>VOTES</u>	<u>PARCEL NO.</u>
174	1182/V	1,558.0	0.66937%	6.6937	16-29-226-040
175	1182/V	1,412.7	0.60694%	6.0694	16-29-226-041
176	1182/V	<u>1,558.0</u>	<u>0.66937%</u>	<u>6.6937</u>	16-29-226-042
		232,756.4	100.00000%	1000.0000	

*Size has been determined on the basis of the approximate number of square feet of floor space within each respective Unit, as shown on the Map and rounded off.

EXHIBIT B

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE BLOCK 27, 10-ACRE PLAT A, BIG FIELD SURVEY. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

PARCEL - 1 (16-20-458-144)

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 2700 SOUTH STREET WHICH IS 197.92 FEET NORTH 89°52'12" EAST FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 27, 10-ACRE PLAT A, BIG FIELD SURVEY; AND RUNNING THENCE NORTH 89°52'12" EAST 462.47 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 2700 WEST STREET TO THE WESTERLY LINE OF THE JORDAN AND SALT LAKE CANAL; THENCE ALONG SAID WESTERLY LINE OF THE JORDAN AND SALT LAKE CANAL FOUR (4) COURSES AS FOLLOWS: (1) SOUTH 02°03'58" WEST 379.01 FEET; (2) SOUTH 24°00'14" WEST 198.54 FEET; (3) SOUTH 27°00'12" WEST 114.43 FEET; (4) SOUTH 32°13'34" WEST 47.22 FEET; THENCE SOUTH 89°52'12" WEST 294.21 FEET; THENCE NORTH 00°04'24" EAST 127.45 FEET; THENCE SOUTH 89°52'12" WEST 175.99 FEET; THENCE NORTH 00°14'27" WEST 245.22 FEET; THENCE NORTH 25°25'33" EAST 66.78 FEET; THENCE NORTH 89°37'45" EAST 73.35 FEET; THENCE NORTH 00°22'15" WEST 128.00 FEET; THENCE NORTH 89°37'45" EAST 79.88 FEET; THENCE NORTH 00°22'15" WEST 140.09 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 358002 SQUARE FEET OR 8.219 ACRES.

PARCEL - 2 (16-29-226-079)

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE JORDAN AND SALT LAKE CANAL WHICH IS 693.48 FEET NORTH 89°52'12" EAST AND 396.74 FEET SOUTH 02°03'58" WEST AND 49.03 FEET SOUTH 24°00'14" WEST FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 27, 10-ACRE PLAT A, BIG FIELD SURVEY; AND RUNNING THENCE NORTH 89°52'12" EAST 425.86 FEET; THENCE SOUTH 00°04'22" WEST 143.10 FEET; NORTH 89°52'12" EAST 53.84 FEET; THENCE SOUTH 00°04'36" WEST 125.60 FEET; THENCE SOUTH 89°52'12" WEST 164.93 FEET; THENCE SOUTH 00°04'22" WEST 0.87 FEET; THENCE SOUTH 89°52'12" WEST 50.00 FEET; THENCE SOUTH 00°04'22" WEST 1.17 FEET; THENCE SOUTH 89°52'12" WEST 38.84 FEET; THENCE NORTH 00°04'22" EAST 130.61 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 183.50 FOOT RADIUS CURVE TO THE LEFT 117.32 FEET (CENTRAL ANGLE EQUALS 36°37'57" AND LONG CHORD BEARS SOUTH 71°33'15" WEST 115.33 FEET); THENCE SOUTH 89°52'12" WEST 172.77 FEET TO SAID EASTERLY LINE OF THE JORDAN AND SALT LAKE CANAL; THENCE NORTH 24°00'14" EAST 138.69 FEET ALONG SAID EASTERLY LINE OF THE JORDAN AND SALT LAKE CANAL TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 91557 SQUARE FEET OR 2.102 ACRES.

PARCEL - 3 (16-20-458-143)

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 2700 SOUTH STREET WHICH IS 132.73 FEET NORTH 89°52'12" EAST FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 27, 10-ACRE PLAT A, BIG FIELD SURVEY; AND RUNNING THENCE NORTH 89°52'12" EAST 65.19 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 2700 WEST STREET; THENCE SOUTH 00°22'15" EAST 140.09 FEET; THENCE SOUTH 89°37'45" WEST 79.88 FEET; THENCE SOUTH 00°22'15" EAST 128.00 FEET; THENCE SOUTH 89°37'45" WEST 73.35 FEET; THENCE SOUTH 25°25'33" WEST 66.78 FEET; THENCE SOUTH 00°14'27" EAST 245.22 FEET; THENCE SOUTH 89°52'12" WEST 19.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 1100 EAST STREET; THENCE NORTH 00°01'24" EAST 373.22 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE; THENCE ALONG THE NORTHEASTERLY SIDE OF AN EXISTING BLOCK WALL THE FOLLOWING TWO (2) COURSES: (1) NORTH 29°38'35" EAST 119.87 FEET; (2) NORTH 37°09'49" EAST 121.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 37247 SQUARE FEET OR 0.855 ACRES.