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Restrictive Page 1 of 145  
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**WHEN RECORDED RETURN TO:**

ENLAW, LLC  
2600 N. Ashton Blvd, #200  
Lehi, Utah 84043  
Attention: Damon Georgelas

**DECLARATION OF CONDOMINIUM  
AND  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BLACK DESERT VILLAGES CONDOMINIUM**

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**A CONVERTIBLE AND EXPANDABLE CONDOMINIUM PROJECT  
IN  
WASHINGTON COUNTY, UTAH**

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**BY  
ENLAW, LLC  
A DELAWARE LIMITED LIABILITY COMPANY,  
AS DECLARANT**

*February 14, 2024*

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**THIS DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BLACK DESERT VILLAGES CONDOMINIUM (“Declaration”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by ENLAW, LLC, a Delaware limited liability company (the “**Declarant**”).

**RECITALS**

A. Declarant owns fee simple title to that certain real property situated in Washington County, Utah, as further described on **Exhibit A** attached hereto (the “**Parcel**”). Capitalized terms in these Recitals are defined in Article I;

B. Declarant desires to submit the Parcel, together with all Buildings and improvements now or hereafter constructed on the Parcel, and all easements and rights appurtenant thereto to a mixed-use convertible and expandable condominium project originally consisting of Three Hundred and Fifty-Seven (357) Units that is expected to be expanded to approximately Seven Hundred and Fifty-One (751) Units, but at Declarants discretion may be expanded to up to Three Thousand (3,000) total Units and related Common Areas and Facilities, Limited Common Areas and Facilities, and Villages Hotel Limited Common Areas and Facilities, together with a reservation in favor of Declarant (i) to convert certain Convertible Land into Units, Common Areas and Facilities, Limited Common Areas and Facilities, and/or Villages Hotel Limited Common Areas and Facilities, (ii) to convert certain Convertible Space into Units, Common Areas and Facilities, Limited Common Areas and Facilities, and/or Villages Hotel Limited Common Areas and Facilities, and (ii) to expand the project onto Additional Land, all pursuant to the Utah Condominium Ownership Act, Utah Code §§ 57-8-1 *et seq.*;

C. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners or Occupants of the Condominium, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth herein (collectively, the “**Restrictions**”) which shall run with as equitable servitudes and be a burden and benefit upon the Property; and

D. Declarant intends that the Owners, Occupants, Lenders, and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to, this Declaration and the Restrictions, which is recorded in furtherance of establishing a general plan of condominium ownership for the Property, and for establishing rules for the use, occupancy, management, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Condominium and the quality of life therein.

**DECLARATION**

NOW, THEREFORE, Declarant, as Owner of the Parcel and for the purposes above set forth, declares as follows:

**ARTICLE 1**  
**DEFINITIONS**

The following words, phrases, or terms used in this Declaration shall have the following meanings:

1.1 “Act” shall mean the Utah Condominium Ownership Act, Utah Code Ann. §§ 57-8-1, *et seq.*, as the same may be amended from time-to-time.

1.2 “Additional Land” shall mean the real property described in **Exhibit B** which may, or may not, be added to the Property from time-to-time in the discretion of the Declarant. It is the intention, though not the obligation, that the land added to the Property by the Declarant from the Additional Land will be referred to generally by various village names (for example, the “Golf Village”, “Family Village”, and/or “Boardwalk Village”) for marketing and wayfinding purposes, which names shall not connote any change in the obligations set forth herein.

1.3 “Allocated Interest” shall mean the undivided interest (based upon the assigned Par Value multiplied by the square footage of the Unit, as further identified in **Exhibit C** attached hereto) in the Common Areas and Facilities, the Common Expense liability, and votes in the Association allocated to each Unit. The Allocated Interest calculations are further described and identified in **Exhibit C** attached hereto. The Allocated Interest shall be revised and updated based upon the conversion or expansion of the Condominium, as provided for herein and in the Act.

1.4 “Articles” shall mean the Articles of Incorporation by which the Association is formed under the nonprofit corporation law of the State of Utah.

1.5 “Assessments” shall mean the charges against Owners to defray the Common Expenses as well as miscellaneous Special Assessments, Special Assessments for capital improvements, Special Assessments for the purpose of restoring and reconstructing the Condominium in the event of casualty, Corrective Assessments, reinvestment fee assessments, Benefitted Assessments which are charged to certain Owners to defray expenses which are not Common Expenses, and other assessments provided for in Article 6 and elsewhere in this Declaration.

1.6 “Association” shall refer to Black Desert Villages Condominium Owners Association, a Utah non-profit corporation, whose membership shall include Declarant and each Owner of a Unit in the Condominium. The Association has been or will be incorporated as a Utah non-profit corporation prior to the conveyance of the first Unit in the Condominium by Declarant.

1.7 “Benefitted Assessment” shall mean an assessment levied against a Unit and Owner in accordance with Section 6.6.

1.8 “Board” shall mean the Board of Directors of the Association elected pursuant to the Bylaws and serving as the management body of the Association. Board shall be synonymous with the meaning of “management committee” in the Act.

1.9 “Building” shall mean a structure containing one (1) or more Units, Common Area and Facilities, Limited Common Areas and Facilities, and Villages Hotel Limited Common Areas and Facilities, comprising part of the Property.

1.10 “Bunk Room Unit” shall have the meaning ascribed to it in Section 3.3.5 below and are further identified and designated on **Exhibit C** attached hereto.

1.11 “Bylaws” shall mean the Bylaws adopted by the Association pursuant to the Act for the purpose of regulating the affairs of the Association, as the same may be amended from time-to-time, a copy of which is attached hereto as **Exhibit D**.

1.12 “Capital Improvement Assessment” shall mean an assessment levied against a Unit and Owner in accordance with Section 6.5.

1.13 “Club” shall mean the private organization operating and administering the Club Amenities. The Club shall be owned (or controlled), operated, and managed separately from, and not as a part of, the Association.

1.14 “Club Amenity” or “Club Amenities” shall mean those facilities and Units (including, but not limited to, other units within the Building) owned (or controlled), operated, and managed for the benefit of the various types of Club Members as provided for in Article 10.

1.15 “Club Documents” shall mean, collectively, the Black Desert Club Membership Application, and all other documents promulgated by the Club from time-to-time governing membership in the Club, all as the same may be amended, modified, or supplemented from time-to-time by the Club or Club manager. Club Documents pertain solely to the Club and are separate from this Declaration and are not enforced by the Association or the Master Association in any manner.

1.16 “Club Member” shall mean a Person holding a membership in the Club and Club Members may include Persons that do not own a Unit.

1.17 “Club Membership Application” shall mean any Club membership application(s) required to become a Club Member, as such may be amended and supplemented from time-to-time.

1.18 “Club Operator” shall mean the Person initially designated by the Declarant as the Club Operator under Section 2.6 for management of the Club as provided for in Article 10. After the Turnover Date, the Hotel Unit Owner, and only the Hotel Unit Owner, may from time-to-time remove and replace the Club Operator in its sole discretion.

1.19 “Commercial Unit” shall mean a Unit designated on the Plat or Future Plats as commercial units or as designated in Section 3.3 or as designated on **Exhibit C** attached hereto.

1.20 “Common Areas and Facilities” shall mean those areas within the Condominium designated as “common areas and facilities” on the Plat and any Future Plats and shall include

those items listed in § 57-8-3(5) of the Act, if and as applicable. For clarification purposes, the Units, Limited Common Areas and Facilities, and Villages Hotel Limited Common Areas and Facilities shall not be part of the Common Areas and Facilities.

1.21 “Common Expenses” shall mean the actual and estimated costs for Common Areas and Facilities and Villages Hotel Limited Common Areas and Facilities utilized, or able to be utilized, by or for the benefit of the Owners, including the following:

(a) maintenance, management, operation, repair, and replacement of the Common Areas and Facilities (b) replacement and repair of fixtures, machinery, and equipment used in connection with the operation and maintenance of the Common Areas and Facilities; (c) deficiencies arising by reason of unpaid Assessments; (d) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, and employees; (e) utilities (other than separately metered utilities for the Units), trash pickup and disposal, extermination, security, street sweeping, snow removal (if necessary), gardening, and other related services; (f) insurance and bonds required by this Declaration or any additional insurance and bonds obtained by the Board in its discretion; (g) all real and personal property taxes, assessments and impositions of any kind and character pertaining to the Common Areas and Facilities, and which are not included in an assessment attributable to one (1) or more Units; (h) the establishment of reasonable reserves, including a working capital fund, as the Board shall deem appropriate in its discretion for the periodic maintenance, repair, and replacement of the Common Areas and Facilities, including, Villages Hotel Limited Common Areas and Facilities; (i) maintenance, management, operation, repair, and replacement of Villages Hotel Limited Common Areas and Facilities; and (j) other miscellaneous charges incurred by the Association or the Board pursuant to the Act, this Declaration, the Bylaws, Rules of the Association, or Board Resolutions in furtherance of the purposes of the Association or in discharge of the duties and powers of the Association. Notwithstanding any provision of this Declaration, Common Expenses may be offset by any amounts actually paid to the Association toward Common Expenses by others who may be allowed access to the Common Areas and Facilities and/or Villages Hotel Limited Common Areas and Facilities by agreements, easements, licenses, or rights to have use to a portion of the Common Areas and Facilities and/or Villages Hotel Limited Common Areas and Facilities.

1.22 “Condominium” means a mixed-use convertible and expandable condominium project, to be known as Black Desert Villages Condominium, wherein fee simple title to single Units in a multi-unit project, together with an undivided interest in the Common Areas and Facilities of the Property, are owned separately under a plan for a condominium hotel operation. Areas within the Condominium may be referred to generally by different village names (for example, the “Golf Village”, “Family Village”, and/or “Boardwalk Village”) for reference, convenience, and other purposes throughout this Declaration.

1.23 “Convertible Land” shall mean a parcel or certain parcels of land designated on one or more Plat or Future Plats which may be located within the Common Areas and Facilities or the Private Areas, and within which Declarant has reserved the right to create additional Units,



Common Areas and Facilities, Limited Common Areas and Facilities, and/or Villages Hotel Limited Common Areas and Facilities, as provided in this Declaration and the Act.

1.24 “Convertible Space” shall mean one or more portions of a structure within the Condominium, which portion or portions may be converted into one (1) or more Units, Common Areas and Facilities, Limited Common Areas and Facilities, and/or Villages Hotel Limited Common Areas and Facilities, as provided in this Declaration and the Act.

1.25 “Corrective Assessment” shall mean an assessment levied against a Unit and Owner in accordance with Section 6.7.

1.26 “Declarant” shall mean ENLAW, LLC, a Delaware limited liability company, and the successors and assigns of Declarant’s rights hereunder.

1.27 “Declaration” shall mean this Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for Black Desert Villages Condominium, including all exhibits attached hereto, which are hereby incorporated herein by reference, and any and all amendments hereof and supplements hereto; except that the Bylaws are not included in the definition of the Declaration but are part of the “governing documents”, as such term is defined in Utah Code § 57-8-3(20).

1.28 “Elevated Outdoor Unit” shall have the meaning ascribed to it in Section 3.3.9 below and are further identified and designated on **Exhibit C** attached hereto.

1.29 “Expandable Condominium Project” shall mean the Property, and the Additional Land, Units, Buildings, and improvements that may be added to the Property as provided in Article 9 of this Declaration, including the real property described in **Exhibit B**.

1.30 “Future Plat” or “Future Plats” shall mean one or more future maps or plats recorded with the Washington County, Utah Recorder, which is submitted with respect to this Condominium within the Additional Land, and which may designate certain areas as Units, Private Areas, Common Areas and Facilities, Limited Common Areas and Facilities, Villages Hotel Limited Common Areas and Facilities, Convertible Land, and/or Convertible Space, as provided in this Declaration and the Act, and do not in any way limit Declarant’s rights to expand or convert portions of the Property. Any Future Plat is hereby incorporated into, and made an integral part of, this Declaration and all requirements and specifications set forth on the Future Plats and which are required by the Act are deemed included in this Declaration.

1.31 “Guest” shall mean those persons occupying a Unit under or through an Owner without compensation to the Owner and not a Transient Lodger occupying a Unit under arrangements with the Hotel Operator.

1.32 “Hospitality Program” shall mean a private arrangement, outside the functions and control of the Association, pursuant to which Owners may, but are not required to, rent Residential Units in accordance with the terms and conditions established from time-to-time by the operator of the Hospitality Program.

1.33 “Hotel” shall mean one or more Commercial Units designated on the Plat or Future Plats, which includes, but is not limited to, a lobby and front desk.

1.34 “Hotel Owner” shall mean the Owner of the Hotel and shall have rights to appoint the Club Operator and the Hotel Operator, after the Turnover Date, as provided for in this Declaration.

1.35 “Hotel Operator” shall mean the Person originally designated by the Declarant under Section 2.6 for the purpose of the management and operation of the Hotel aspects of the Condominium, including, the Hospitality Program, and such other operations and functions of the Association as assigned to the Hotel Operator by the Board. After the Turnover Date, the Hotel Unit Owner, and only the Hotel Unit Owner, may from time-to-time remove and replace the Hotel Operator in its sole discretion.

1.36 “Hotel Lodging Unit” shall have the meaning ascribed to it in Section 3.3.3. below.

1.37 “Hotel Unit” shall have the meaning ascribed to it in Section 3.3.2 below and are further identified and designated on **Exhibit C** attached hereto.

1.38 “Lender” shall mean a holder of a first mortgage or first deed of trust on a Unit.

1.39 “Limited Common Areas and Facilities” shall mean the Common Areas and Facilities specifically designated or described as Limited Common Area and Facilities in this Declaration or the Plat (or Future Plats) and allocated by this Declaration or the Plat (or Future Plats) for the exclusive use of one (1) or more, but fewer than all of the Units. No Limited Common Areas and Facilities may be severed from the Ownership of the Unit or Units to which it is appurtenant. Limited Common Area and Facilities are further described in Article 4. If this Declaration describes Limited Common Area and Facilities that are not depicted on the Plat, or if there is a dispute over the boundaries of Limited Common Areas and Facilities, the Board shall have the authority and discretion to determine the boundaries and such determination shall be final.

1.40 “Residential Unit” or “Residential Units” shall have the meaning ascribed to it in Section 3.3.4 below and are further identified and designated on **Exhibit C** attached hereto.

1.41 “Maintenance Schedule” shall mean the schedule of maintenance of the Property and the allocation of maintenance responsibilities as determined and established by Declarant or adopted by the Board for the purpose of determining and dividing certain obligations and responsibilities, allocating expenses, and establishing maintenance, repair, and replacement obligations and responsibilities between the Owners, the Association, and the Hotel Operator. The Maintenance Schedule does not need to be recorded in the records of the Washington County Recorder’s Office and may be amended and updated from time-to-time. The adoption, amendment, and update of the Maintenance Schedule does not require a vote of the Owners.

1.42 “Master Association” shall mean the entity designated in the Master Declaration to manage affairs of the real property and improvements, and owners thereof, which are subject to the Master Declaration.

1.43 “Master Declaration” shall mean that certain Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Black Desert Community, recorded on July 22, 2022, as Entry No. 20220036353 in the Washington County Recorder’s Office, as the same may be amended and supplemented from time-to-time.

1.44 “Occupant” shall mean a Person or Persons, other than an Owner, in possession of, or using a Unit, including, without limitation, family members, tenants, Guests, Transient Lodgers, or invitees.

1.45 “Outdoor Unit” shall mean a Unit designated on the Plat or any Future Plats that is not bounded by four walls. Outdoor Units are further identified and designated on **Exhibit C** attached hereto.

1.46 “Owner” shall mean the Person or Persons who are vested with record title of a Unit and any portion of the Property, and whose interest is held in fee simple, according to the records of the Washington County Recorder’s Office. Declarant shall be considered the record Owner of the Property for as long as it owns any portion of the Property and of any Unit prior to its initial conveyance by Declarant.

1.47 “Par Value” shall mean the number of points assigned to each type of Unit by this Declaration, being more particularly expressed and applied in **Exhibit C** attached hereto and incorporated herein. The designation of Par Value shall be guided by the provisions of Section 3.5.

1.48 “Parcel” shall mean the real property legally described on **Exhibit A** attached hereto.

1.49 “Person” shall mean a natural individual, corporation, estate, partnership, limited liability company, trustee, association, joint venture, government, governmental subdivision or agency, or other legal entity capable of holding title to real property.

1.50 “Plat” means, collectively, the initial plats and maps of record with the Washington County Recorder’s Office, which are submitted with respect to this Condominium and showing thereon Three Hundred and Fifty-Seven (357) Units, each of which is identified by a Unit Number. “Plat” may also refer to any amended plat which may be recorded. The Plat is hereby incorporated into, and made an integral part of, this Declaration and all requirements and specifications set forth on the Plat and which are required by the Act are deemed included in this Declaration.

1.51 “Property” shall mean the Parcel, together with all the Buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto, and

including or excluding, as the case may be, any real property added to the Condominium or converted within the Condominium.

1.52 “Real Estate Brokerage” shall mean the Person originally designated by the Declarant under Section 2.6 for the purpose of handling all marketing, listing, sale, re-sale, and related activities for all Units in the Property. After the Turnover Date, the Hotel Unit Owner, and only the Hotel Unit Owner, may from time-to-time remove and replace the Real Estate Brokerage in its sole discretion.

1.53 “Regular Assessments for Common Expenses” shall mean an assessment levied against a Unit and Owner in accordance with Section 6.4.

1.54 “Restrictions” shall mean the covenants, conditions, assessments, easements, rights, privileges, liens, and restrictions as set forth in this Declaration.

1.55 “Rules” or “Association Rules” shall be those rules and regulations adopted by the Board pursuant to Section 2.10 and the Act.

1.56 “Short-Term Residential Use” shall mean the use, occupancy, rental, or lease, for direct or indirect remuneration, of a Residential Unit, or portion thereof, for an effective term of less than thirty (30) days. The term Short-Term Residential Use shall include transient, nightly, or hotel-type occupancy of a Residential Unit.

1.57 “Special Assessment” shall mean an assessment levied against a Unit and Owner in accordance with Section 6.8.

1.58 “Special Declarant Rights” shall mean all rights that Declarant reserves for itself in this Declaration, including, without limitation, the right to (i) construct any improvements provided for in this Declaration; (ii) maintain sales offices, models, and signs advertising the Condominium; (iii) exercise rights to easements upon the Common Areas and Facilities, Limited Common Areas and Facilities, Villages Hotel Limited Common Areas and Facilities, and other areas for the purpose of making improvements or marketing Units within the Condominium; (iv) appoint or remove any officer or Board Member of the Association prior to the Turnover Date; (v) create or designate additional Units, Common Areas and Facilities, Limited Common Areas and Facilities, and/or Villages Hotel Limited Common Areas and Facilities within the Convertible Land and Convertible Space, or add land to the Condominium (including, the Additional Land); and (vi) exercise those rights specified and provided for in Article 11 of this Declaration.

1.59 “Storage Unit” shall mean a Unit that is intended, as depicted in the Plat or any Future Plats, to be dedicated to the storage of personal property.

1.60 “Supplemental Declaration” shall mean a written instrument recorded in the records of the Washington County Recorder’s Office, which refers to this Declaration and which adds the Additional Land to the Property or amends, modifies, or supplements this Declaration in accordance with its terms, including, any Supplemental Declaration that designates Convertible

Land or Convertible Space, or converts the same into Units, Common Areas and Facilities, Limited Common Areas and Facilities, and/or Villages Hotel Limited Common Areas and Facilities.

1.61 “Surface Parking Unit” shall have the meaning ascribed to it in Section 3.3.10. below.

1.62 “Transient Lodger” shall mean the Person or Persons occupying or using a Residential Unit as an overnight or Short-Term Residential Use. A Transient Lodger may sometimes be referred to and/or considered as a tenant of a Unit Owner.

1.63 “Turnover Date” shall have the meaning set forth in Section 2.8 below.

1.64 “Unconstructed Unit” shall mean a Unit that is intended, as depicted in the Plat or any Future Plats, to be fully or partially contained in a Building and is not constructed.

1.65 “Underground Parking Unit” shall mean the Unit, if any, designated on the Plat or any Future Plats for parking underground as described in Article 3. The Underground Parking Unit is not Common Area and Facilities. The Underground Parking Unit is expected to be owned by the Black Desert Public Infrastructure District (“PID”) and leased to the Club.

1.66 “Unit” shall mean part of the Condominium, including one (1) or more rooms situated in a Building comprising part of the Condominium, designed or intended for independent ownership. The respective Allocated Interest in the Common Areas and Facilities is appurtenant to each Unit. There shall be the various kinds of Units described in Article 3, with the associated rights, obligations, and privileges as further provided for in this Declaration. Each Unit includes the plumbing, electrical, heating, and air-conditioning apparatus serving only that Unit (whether or not located within the Unit boundaries), which apparatus and conduits are part of the Unit. Any portion of a utility system or other apparatus serving more than one (1) Unit (e.g., pipes, conduits, ducts) which is located partially within and partially outside the Unit (including, without limitation, the fire protection sprinkler system) is part of the Common Areas and Facilities. Any portion of a utility system serving only one (1) Unit that is located outside the Unit is Limited Common Area and Facilities appurtenant to that Unit.

1.67 “Unit Number” shall mean the number, letter, symbol, or address (or combination of one or more of the aforementioned) that identifies a single Unit in the Condominium.

1.68 “Villages Hotel Limited Common Areas and Facilities” shall mean those areas within the Condominium designated as “villages hotel limited common areas and facilities” on the Plat and any Future Plats and shall include, without limitation, the publicly accessible corridors, paths, walkways, patios, or other areas associated with the Hotel or other areas designated for the benefit of the Owners or the benefit and operation of the Hotel or the Buildings (for example, utility closets, storage closets, or other areas), as such areas are delineated on the Plat or any Future Plats.

**ARTICLE 2**  
**CREATION AND MANAGEMENT OF THE CONDOMINIUM**

2.1 Submission. Declarant hereby submits and subjects the Property to a mixed-use convertible and expandable condominium project pursuant to the Act, and in furtherance thereof, makes and declares that the Restrictions contained in this Declaration, and the Condominium and all of the Units shall be held, conveyed, transferred, sold, leased, mortgaged, encumbered, occupied, used, and improved subject to this Declaration and the Restrictions, which shall be enforceable as equitable servitudes and constitute covenants, conditions, and restrictions running with the land and shall be binding upon and inure to the benefit of Declarant, the Association, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors, and assigns.

2.2 Name. The Condominium shall be named and known as Black Desert Villages Condominium.

2.3 Interpretation of Declaration and Applicability of the Act. Declarant intends that the Condominium shall be governed by the Act, except where (without violating the Act) Declarant has included specific provisions in this Declaration which legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration which are or seem contrary to the Act shall govern the Condominium.

2.4 Agent for Service of Process. Brian P. Rosander, Esq. at Parsons Behle & Latimer, with a business address of 201 South Main Street, Suite 1800, Salt Lake City, Utah 84111, shall be the person to receive service of process for the Condominium pursuant to the Act, until such time as the Board shall duly appoint a new agent and file a supplement hereto.

2.5 Relation to Master Declaration. The Condominium, or any portion thereof, shall be subject to the covenants, conditions, and restrictions contained in the Master Declaration. To the extent possible any apparent conflict between the Master Declaration and this Declaration shall be reconciled in favor of the Master Declaration. The Master Association shall have such authority and power over this Property and its Owners as is expressly set forth in the Master Declaration.

2.6 Association, Hotel Operator, Club Operator, and Real Estate Brokerage Appointments. The Association will serve as the governing body for all Owners. However, the Association hereby delegates to the Hotel Operator the responsibility and obligation to make provisions for (i) the maintenance, repair, replacement, administration, and operation of the Common Areas and Facilities and the Villages Hotel Limited Common Areas and Facilities, all for the determination and allocation of expenses, acquisition of hazard insurance and disposition of such hazard insurance proceeds (including, in accordance to the Maintenance Schedule (once adopted)); and (ii) to undertake and perform such other matters as assigned to the Hotel Operator in this Declaration and the Bylaws or by the Board. Declarant hereby designates as the Hotel Operator, HS Services LLC, a Utah limited liability company; as the Club Operator, Black Desert Club LLC, a Utah limited liability company; and as the Real Estate Brokerage, The Real

Estate Collective, LLC, a Utah limited liability company. Until the Turnover Date, the Declarant retains the exclusive right to remove and replace said Hotel Operator and Club Operator. On and after the Turnover Date, the Hotel Owner shall have the exclusive right to appoint, designate, and remove the Hotel Operator, the Club Operator, and the Real Estate Brokerage. The Hotel Operator shall perform its services for the Association at a commercially reasonable rate for projects of this type, in accordance with the terms and conditions of a separate agreement, which shall be separate and apart from any services performed by the Hotel Operator under the Hospitality Program for Owners. The Hotel Operator may subcontract out such of its functions and obligations owed to the Association as the Hotel Operator deems prudent, without approval of the Board; provided the level of service is not materially compromised. The Hotel Operator will also serve as the managing agent to assist the Board in the management and operation of the Condominium and the Board may delegate such of its powers and duties to the Hotel Operator as it deems appropriate; provided, however, that only the Board shall have the right to approve Association budgets, to impose an Assessment, and to authorize foreclosure of an Assessment lien. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws, but it is acknowledged that the Property is being operated as a mixed-use condominium and hotel project and that the Hotel Operator shall have all powers necessary to operate the Hotel and Hospitality Program. The Association shall not be deemed to be conducting a for-profit business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, the Bylaws, and the Act.

2.7 Membership. Membership in the Association shall at all times consist exclusively of Declarant (for as long as it owns any of the Property) and the Owners (collectively, the “**Members**”). Each Owner shall be a Member of the Association so long as such Person shall be an Owner and such membership shall automatically terminate when the Member ceases to be an Owner.

2.8 Voting. The Association shall have two (2) classes of membership:

Class A. Class A Members shall be all Owners (including Declarant, after the Turnover Date). Class A members shall be entitled to a vote equal to that listed on **Exhibit C** for such Unit. When more than one (1) Person owns an interest in a Unit, each such Person shall be a Member of the Association and each Co-Owner shall be entitled to the vote allotted to the Unit, as reflected on **Exhibit C**, by the number of Co-Owners for such Unit, but in no event shall more than the allotted vote be cast with respect to any Unit. The Members acknowledge and accept that, as of the effective date of this Declaration, the voting rights set forth in **Exhibit C** result in the Residential Owners having only a minority of the voting interests in the Association.

Class B. The Class B Member shall be Declarant. Declarant, as the Class B Member, shall have the exclusive right to control the Association to the extent of having the exclusive right (either directly or through a person designated by Declarant) to elect, appoint, and remove the members of the Board and the officers of the Association until the Turnover Date. The special control rights of the Declarant, as the Class B Member,

shall cease and terminate upon the first to occur of the following: (i) four (4) years from the date of recording of this Declaration, or (ii) the later of (a) the date of the conveyance by Declarant of seventy-five percent (75%) of the Allocated Interest appurtenant to the Units which may be created at any time or from time-to-time by this Declaration to Owners (other than Declarant, or an affiliate of Declarant), or (b) the date that all Additional Land has been added to the Condominium and all Convertible Land designated on Future Plats has been converted as provided herein (the “**Turnover Date**”). The Class B Member shall have the right to vote the interests of the Unconstructed Units, Convertible Lands, and the Convertible Spaces.

Upon the Turnover Date, Declarant shall retain the voting rights of a Class A Member even though the special voting and control rights of the Class B Member have ceased and terminated. Declarant may voluntarily surrender the right to elect, appoint, and remove the members of the Board and the officers prior to the Turnover Date, but, in that event, Declarant may require that specified actions of the Association or the Board taken prior to the Turnover Date, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. Upon the Turnover Date, the process of transferring control of the Association from the Declarant to the Owners shall commence and be completed within a reasonable period of time. This process shall include the Owners’ election of the Board pursuant to the Bylaws and shall be considered completed on the date of the initial meeting of the Board elected by the Owners. The Owners’ election of the initial Board may be conducted at a regular or special meeting of the Association or by a mailed or electronic balloting procedure, within thirty (30) days following the Turnover Date, all in accordance with and pursuant to the Bylaws

## 2.9 Right of Association to Enter Units.

2.9.1 The Association, acting through the Board or its duly authorized agent (including, without limitation, the Hotel Operator), shall have the right to enter a Unit to access any Common Areas and Facilities, Limited Common Areas and Facilities, and/or Villages Hotel Limited Common Areas and Facilities which are or may be located within or designated to the Units or may be conveniently accessible only through the Units. After reasonable notice to the Owner and Occupants of the Unit being entered, the Board or Hotel Operator may access a Unit from time-to-time during reasonable hours, as may be necessary for the maintenance, repair, or replacement of any of the Common Areas and Facilities, the Limited Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or for making emergency repairs. “Reasonable notice” means written notice that is hand delivered to the Unit at least twenty-four (24) hours before the proposed entry, or in the case of emergency repairs, notice that is reasonable under the circumstances. “Emergency repairs” means any repairs that, if not made in a timely manner, will likely result in immediate and substantial damage to the Common Areas and Facilities, the Limited Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or to another Unit or Units. The Association is liable to repair damage it causes to the Common Areas and Facilities, the Limited Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or to a Unit the Association uses to access such areas. The Association shall repair



damage described in this Section 2.9 within a time that is reasonable under the circumstances.

2.9.2 If a Unit Owner fails to properly maintain the Owner's Unit or the Limited Common Areas and Facilities designated to a particular Unit, the Association, through its duly authorized agent, has the right, but not the obligation, to enter the Unit and the Limited Common Areas and Facilities under the provisions of this Section 2.9 and perform all upkeep to the Unit and the Limited Common Areas and Facilities that are necessary under the circumstances, including any inspection, maintenance, repair, replacement, or any other act necessary to maintain the Unit and the Limited Common Areas and Facilities in a decent, safe, and sanitary condition. Any costs or other amounts incurred by the Association under this Section 2.9.2 shall be assessed as a Corrective Assessment.

## 2.10 Rules.

2.10.1 Association Rules. The Board may adopt and administer "**Association Rules**" governing the Condominium, provided such Association Rules do not conflict with any rules and regulations established by the Hotel Operator or Club Operator. Amendments, additions, or replacements of the Association Rules need not be recorded in the records of the Washington County Recorder's Office.

2.10.2 The adoption and amendment of Association Rules do not require a vote of the Owners.

2.11 Reserve Fund. The Association shall maintain an adequate reserve fund for maintenance, repair, and replacement of those Common Areas and Facilities, including Villages Hotel Limited Common Areas and Facilities, that must be replaced on a periodic basis, and such reserve shall be funded as part of monthly Assessments. To the extent the Board deems necessary, surplus monies of the Association may be retained as additional reserves rather than being paid to Owners or being credited to future Assessments. A full reserve analysis shall be undertaken every six (6) years and reviewed by the Board at least every three (3) years and updated if the Board deems necessary. Reserve funds shall only be used for the purposes for which the reserve fund was established, except under circumstances allowed under Utah Code § 57-8-7.5. Reserve funds shall be maintained in an account separate from other funds of the Association. Pursuant to Utah Code § 57-8-7.5(10), Utah Code §§ 57-8-7.5(2) through (9) shall not apply or have any effect during the period Declarant has Class B voting rights, and the Declarant shall have no duty whatsoever to obtain a reserve analysis.

2.12 Real Estate Brokerage. Each Unit Owner, by acceptance of a deed or other instrument conveying title to a Unit accepts and agrees to the findings herein related to the Real Estate Brokerage and the designation of a single Real Estate Brokerage for all marketing, listing, sale, re-sale, and related activities for all Units in the Property. Declarant finds that it is for the benefit of the Property to have a single Real Estate Brokerage for the following reasons: (i) the resort nature of the Property; (ii) the separation of the several interests associated with the sale or

transfer of real property interests, the Hospitality Program, and Club memberships; (iii) the condominium and hotel operations, (iv) the several covenants, Bylaws, and Rules associated with the Property; and (v) the education and training required of a real estate agent to assist with the marketing, listing, sale, resale, and related activities for a Unit.

2.13 Waiver. Each Owner waives any claim of monopoly and anti-trust, or related claims, based upon there being a singular Hotel Operator, a singular Club Operator, and a singular Real Estate Brokerage, which Persons are initially appointed by the Declarant and after the Turnover Date by the Hotel Owner.

2.14 Wetlands, Lakes, and Other Water Bodies. All wetlands, lakes, ponds, and streams within the Property, if any, shall be aesthetic amenities only, and no other active use of lakes, ponds, streams, or other bodies of water within the Property, or within any golf course, is permitted. The Association shall not be responsible for any loss, damage, or injury to any Person or properties arising out of the authorized or unauthorized use of lakes, ponds, streams, or other bodies of water on or adjacent to the Property.

2.15 Hazard Notice. Based on the proximity of the Property to construction activities, recreation facilities, resort activities, lava flows, golf courses, wildlife habitats, sandy soils, and toxic soils the Property may be prone to noise, seasonal runoff, drought, natural drainage channels, high or low water tables, blowing sands and dust, invasion by wild or potentially dangerous animals, and other natural or man-made hazards. Each Owner therefore (i) assumes any and all risk of all types resulting directly or indirectly from the hazards identified herein and those associated with the location of the Property, and (ii) agrees to hold Declarant, the Association, the Board, the Hotel Operator, the Club Operator, and the Real Estate Brokerage harmless from any and all claims of whatever nature, and by any Person, caused directly or indirectly by the hazards referred to herein and those associated with the location of the Property.

2.16 Views. No Owner is assured rights to views or viewscapes and acknowledges that Buildings, structures, and improvements on and outside the Property (including, any of the Additional Land) may interfere with an Owner's current or future view.

2.17 Business Use. No Residential Unit shall be used for commercial or other business purpose, except for Short-Term Residential Use and an Owner or Occupant occupying a Residential Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning, land use, and permitting requirements for the Property; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Property; and (iv) the business activity is consistent with the character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants in the Property.

2.18 Club Operation of Underground Parking Unit. If underground parking is added to benefit the Property (including, within the Underground Parking Unit), the Club may enter into a

long-term lease, with an option to acquire, from the Owner of the Underground Parking Unit, to provide parking for the Property upon such terms and conditions required by the PID and the Club, or as its designee the Club Operator, may determine. The Underground Parking Unit will be owned separately from the Association and parking will be on a space available basis.

**ARTICLE 3**  
**BUILDINGS ON THE PROPERTY; UNIT BOUNDARIES; PAR VALUE**

3.1 Location and Dimensions of Buildings. The location and dimensions of each Building on the Property are depicted on the Plat and, for development of the Additional Land, will be depicted on Future Plats.

3.2 Units and Limited Common Area and Facilities, Generally. The location of Units and their dimensions are shown on the Plat, and, for development of the Additional Land, will be depicted on Future Plats. The location of Convertible Lands and Convertible Space, within or outside each Building, will be set forth on Future Plats accompanied by a Supplemental Declaration, which will include the provisions required by the Act. Attached hereto as **Exhibit C** is a list of all Units, their Unit Numbers, location (all as shown more fully on the Plat) and the Allocated Interest appurtenant to each Unit determined on the basis of Par Value. Included within **Exhibit C** as part of the Additional Land specific to the “Boardwalk Village” is a list of anticipated and future Units, their anticipated Unit Numbers, and their anticipated Allocated Interest to be appurtenant to each Unit, as the same may be amended and updated from time-to-time. The Allocated Interests can only be changed by two-thirds vote of the Allocated Interests in the votes of the Association. Each Owner accepts and acknowledges: (i) that certain of the Villages Hotel Limited Common Areas and Facilities (including, but not limited to, corridors, paths, and walkways) extend to and through the Buildings and the Property in such a manner as to allow the Hotel Owner and the Hotel Operator to control the Hotel operations on the Property; and (ii) that the cost and expense maintenance, repair, and replacement of Villages Hotel Limited Common Areas and Facilities will be treated as a Common Expense, provided, however, that the costs and expenses of maintenance, repair, and replacement for the Exclusive Villages Hotel Limited Common Areas and Facilities (as defined below) shall be the responsibility of the Owners of the Unit(s) to whom such area is designated.

3.3 Unit Boundaries. The Condominium shall have the following types of Units with the following dimensional boundaries:

3.3.1 Commercial Units. Commercial Units are identified on the Plat or Future Plats and further identified and designated on **Exhibit C** attached hereto and may be part of the Convertible Land or Convertible Space. Commercial Units are intended for commercial purposes. The dimensional boundaries of the Commercial Units are the following:

(a) Horizontal (upper and lower) Boundaries. The upper and lower boundaries of each Commercial Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(i) Upper Boundary. The horizontal plane of the bottom surface of the concrete slab of the ceiling except where there is a dropped ceiling in which locations the upper boundary is the horizontal plane which includes the top side of the wallboard of the dropped ceiling.

(ii) Lower Boundary. The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries. The vertical boundaries of each Commercial Unit are the vertical planes which include the back surface of the wallboard and the innermost surface of the concrete or masonry wall, as the case may be, of all walls bounding the Commercial Unit extended to intersections with each other and with the upper and lower boundaries.

(c) Further Subdivision. The Commercial Units may be further joined, subdivided, or partitioned into separate spaces or Units without approval of the Association, provided that subdivision into further Units or a joinder of one (1) or more Units shall comply with local and state laws.

3.3.2 Hotel Unit. Hotel Units are identified on the Plat or Future Plats and further identified and designated on **Exhibit C** attached hereto and are intended for commercial purposes. The dimensional boundaries of the Hotel Unit are the following:

(a) Horizontal (upper and lower) Boundaries. The upper and lower boundaries of each Hotel Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(i) Upper Boundary. The horizontal plane of the bottom surface of the concrete slab of the ceiling except where there is a dropped ceiling in which locations the upper boundary is the horizontal plane which includes the top side of the wallboard of the dropped ceiling.

(ii) Lower Boundary. The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries. The vertical boundaries of the Hotel Unit are the vertical planes which include the back surface of the wallboard and the innermost surface of the concrete or masonry wall, as the case may be, of all walls bounding the Hotel Unit extended to intersections with each other and with the upper and lower boundaries.

(c) Further Subdivision. The Hotel Unit may be further joined, subdivided, or partitioned into separate spaces or Units without approval of the Association, provided that subdivision into a further Unit or joinder with one (1) or more other Units shall comply with local and state laws.

3.3.3 Hotel Lodging Units. Hotel Lodging Units will be identified on the Plat or Future Plats. The dimensional boundaries of the Hotel Lodging Units are the following:

(a) Horizontal (upper and lower) Boundaries. The upper and lower boundaries of each Hotel Lodging Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(i) Upper Boundary. The horizontal plane of the bottom surface of the concrete slab of the ceiling except where there is a dropped ceiling in which locations the upper boundary is the horizontal plane which includes the top side of the wallboard of the dropped ceiling.

(ii) Lower Boundary. The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries. The vertical boundaries of each Hotel Lodging Unit are the vertical planes which include the back surface of the wallboard and the innermost surface of the concrete or masonry wall, as the case may be, of all walls bounding the Hotel Lodging Unit extended to intersections with each other and with the upper and lower boundaries.

(c) Further Subdivision. The Hotel Lodging Units may be further joined, subdivided, or partitioned into separate lodging spaces or Units without approval of the Association, provided that subdivision into further Units or joinder of one (1) or more Units shall comply with local and state laws.

3.3.4 Residential Units. Residential Units are identified on the Plat or Future Plats and further identified and designated on **Exhibit C** attached hereto and are primarily intended for Short-Term Residential Use and transient lodging, though long-term occupancy is permitted. The dimensional boundaries for Residential Units are the following:

(a) Horizontal (upper and lower) Boundaries. The upper and lower boundaries of each Residential Unit are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(i) Upper Boundary. The horizontal plane of the bottom surface of the concrete slab of the ceiling except where there is a dropped ceiling in which locations the upper boundary is the horizontal plane which includes the top side of the wallboard of the dropped ceiling.

(ii) Lower Boundary. The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries. The vertical boundaries of each Residential Unit are the vertical planes which include the back surface of the

wallboard and the innermost surface of the concrete or masonry wall, as the case may be, of all walls bounding the Residential Unit extended to intersections with each other and with the upper and lower boundaries.

(c) Further Subdivision Restrictions. A Residential Unit may not be further joined, subdivided, or partitioned without the approval of the Board and the Hotel Operator and compliance with local and state laws and good construction practices.

3.3.5 Bunk Room Unit. Bunk Room Units are identified on the Plat or Future Plats and further identified and designated on **Exhibit C** attached hereto and are for residential use and as Units for Short-Term Residential Use and transient lodging, although long-term occupancy is permitted. With the exception of Declarant, the Person or Persons who are vested with record title of a Bunk Room Unit must simultaneously be an Owner of another Unit within the Condominium. Bunk Room Units are not intended to be owned without ownership of another Unit within the Condominium. The dimensional boundaries for Bunk Room Units are the following:

(a) Horizontal (upper and lower) Boundaries. The upper and lower boundaries of each of the Bunk Room Units are the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

(i) Upper Boundary. The horizontal plane of the bottom surface of the concrete slab of the ceiling except where there is a dropped ceiling in which locations the upper boundary is the horizontal plane which includes the top side of the wallboard of the dropped ceiling.

(ii) Lower Boundary. The horizontal plane of the top surface of the undecorated concrete floor slab.

(b) Vertical (perimetric) Boundaries. The vertical boundaries of each of the Bunk Room Unit are the vertical planes which include the back surface of the wallboard and the innermost surface of the concrete or masonry wall, as the case may be, of all walls bounding the Bunk Room Units extended to intersections with each other and with the upper and lower boundaries.

(c) Joinder and Combination of Bunk Room Units. Each of the Bunk Room Units may be joined and combined with another immediately adjacent or nearby Residential Unit with the approval of the Board and the Hotel Operator, subject to compliance with local and state laws and good construction practices; provided, however, there is no requirement that the Bunk Room Units be joined or immediately adjacent to another Residential Unit. Bunk Room Units are intended to be standalone Units for those residential, rental, and lodging uses described in this Section 3.3.5.

3.3.6 Underground Parking Unit. The Underground Parking Unit will be identified on the Plat or Future Plats and may be part of the Convertible Land. The Underground Parking Unit, if and when constructed, will be constructed by funds generated through tax revenues from the PID. The Underground Parking Unit will be owned by a Person and will not be part of the Common Areas and Facilities of the Association. Owners and Occupants will have access to, over, and across the Underground Parking Unit through a license granted to the Association. The dimensional boundaries of the Underground Parking Units are the following:

(a) Horizontal (upper and lower) Boundaries. The upper and lower boundaries of each Underground Parking Unit is the following boundaries extended to an intersection with the vertical (perimetric) boundaries)

(i) Upper Boundary. The horizontal plane of the bottom surface of the concrete slab of the ceiling.

(ii) Lower Boundary. The horizontal plane of the bottom surface of the concrete floor slab.

(b) Vertical (perimetric) Boundaries. The vertical boundaries of each Underground Parking Unit are the vertical planes which include the back surface of the concrete slab of all walls bounding Underground Parking Unit extended to intersections with each other and with the upper and lower boundaries.

(c) Further Subdivision Restrictions. An Underground Parking Unit may not be further joined, subdivided, or partitioned without the approval of the Board and the Hotel Operator and compliance with local and state laws.

3.3.7 Outdoor Units. Outdoor Units will be identified on the Plat or Future Plats and further identified and designated on **Exhibit C** attached hereto and may be part of the Convertible Land. To the extent Outdoor Units are added to the Condominium with the expansion of Condominium pursuant to Article 9 below, Outdoor Units will not be bounded by four (4) walls but shall be a portion of land designated on the Plat by metes and bounds. The Outdoor Units may be further joined, subdivided, or partitioned into separate spaces or Units without approval of the Association, provided that subdivision into a further Unit or joinder of two (2) or more Units shall comply with local and state laws. In addition, structures may be built upon the Outdoor Units with approval of the Association.

3.3.8 Storage Units. If the Declarant creates Storage Units their boundaries shall be a "unit" as defined in the Act. A Storage Unit may not be further joined, subdivided, or partitioned without the approval of the Board and the Hotel Operator and compliance with local and state laws.

3.3.9 Elevated Outdoor Units. Elevated Outdoor Units are identified on the Plat or any Future Plats and further identified and designated on **Exhibit C** attached hereto

and may be part of the Convertible Land. To the extent Elevated Outdoor Units are added to the Condominium with the expansion of Condominium pursuant to Article 9 below, Elevated Outdoor Units may be bounded by four (4) walls (for example, as a structured parking garage) and will be designated on the Plat or any Future Plats by metes and bounds. The Elevated Outdoor Units may be further joined, subdivided, or partitioned into separate spaces or Units without approval of the Association, provided that subdivision into a further Units or joinder of two (2) or more Units shall comply with local and state laws. In addition, structures and improvements may be built upon the Elevated Outdoor Units, subject to compliance with local and state laws.

3.3.10 Surface Parking Units. Surface Parking Units are identified on the Plat or any Future Plats and may be part of the Convertible Land. To the extent Surface Parking Units are added to the Condominium with the expansion of Condominium pursuant to Article 9 below, Surface Parking Units will not be bounded by four (4) walls and will be designated on the Plat or any Future Plats by metes and bounds. The Surface Parking Units may be further joined, subdivided, or partitioned into separate spaces or Units without approval of the Association, provided that subdivision into a further Units or joinder of two (2) or more Units shall comply with local and state laws. In addition, surface improvements (for example, asphalt, concrete, curb and gutter, medians, and other parking, landscaping, utility, and infrastructure improvements) may be built upon the Surface Parking Units, subject to compliance with local and state laws.

3.4 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Areas and Facilities and the Units by virtue of the foregoing boundary description, the division of maintenance, repair, and replacement obligations and responsibilities between the Owners, the Association, and the Hotel Operator shall be governed by the Maintenance Schedule.

3.5 Par Value. Each type of Unit is being assigned a par value (expressed in points) equal to that more particularly expressed in **Exhibit C** attached hereto and incorporated herein. Residential Units are being assigned a Par Value equivalent to one (1) point. Elevated Outdoor Units are being assigned a Par Value equivalent to three-fourths (.75) of a point. Outdoor Units are being assigned a Par Value equivalent to one-tenth (0.1) of a point. The Underground Parking Unit is being assigned a Par Value equivalent to one-half (.50) of a point. Par Value does not have the same meaning as "Par Value" as defined by the Act.

3.6 Construction Materials and Stories. One (1) or more of the Buildings will be three (3) stories in height, plus a basement, as more fully depicted on the Plat. Principal construction materials will be concrete, metal framing, sheetrock interior walls, and glass.

3.7 Unconstructed Units. Unconstructed Units shall be considered a Unit for the purposes of this Declaration and the Act for allocation of undivided interests in the Common Areas and Facilities and voting rights, but not for the purposes of assessment of Common Expenses.



**ARTICLE 4**  
**LIMITED COMMON AREAS AND FACILITIES**

4.1 Villages Hotel Limited Common Area and Facilities. The Villages Hotel Limited Common Areas and Facilities include, but are not limited to, publicly accessible corridors, paths, walkways, patios, and other areas associated with the Hotel or other areas designated for the benefit of the Owners or the benefit and operation of the Hotel or the Buildings (for example, utility closets, storage closets, or other areas), as delineated on the Plat or Future Plats. The Hotel Owner may designate certain of the Villages Hotel Limited Common Areas and Facilities as “**Exclusive Villages Hotel Limited Common Areas and Facilities**” through a Supplemental Declaration or lease agreement with one (1) or more Owners. The Exclusive Villages Hotel Limited Common Areas and Facilities shall be for the exclusive use of the particular Owner to whom the area is designated and shall include such terms, conditions, maintenance, repair, and other obligations as provided for in the Supplemental Declaration or lease agreement. Except for Exclusive Villages Hotel Limited Common Areas and Facilities, the Villages Hotel Limited Common Area and Facilities are intended for the non-exclusive use of the Owners, Occupants, Persons subject to the Master Declaration, Guests, Transient Lodgers, and Persons employed at the Condominium and may also be designated for the benefit of the Owners or the benefit and operation of the Hotel or the Buildings (for example, utility closets, storage closets, or other areas that support the operation of the Hotel or the Buildings).

4.2 Adjacent Limited Common Areas and Facilities. To the extent identified on the Plat or Future Plat there shall be Limited Common Areas and Facilities to which a specific Unit, and only that Unit, has direct access as shown on the Plat or Future Plat. Examples of Limited Common Areas and Facilities include those patios, porches, and/or balconies specifically designated or depicted on the Plat (or Future Plats) for the exclusive use of a Residential Unit. No Limited Common Areas and Facilities may be severed from the Ownership of the Unit or Units. Any such Limited Common Areas and Facilities are a limited common element appurtenant to that Unit and shall be maintained, repaired, and replaced at the expense of the Unit Owner.

4.3 Exclusive Common Areas and Facilities. The Board shall have the power in its discretion from time-to-time to grant revocable licenses in designated Common Areas and Facilities to the Association or to any Owners and to establish a reasonable charge to such Owners for the use and maintenance thereof. The common elements or portions thereof so designated shall be referred to as Exclusive Common Areas and Facilities. Such designation by the Board shall not be construed as a sale or disposition.

4.4 Alteration of Common Areas and Facilities by the Declarant. The Declarant reserves the right to modify, alter, remove, or improve defective, obsolete, or non-functional portions of the Common Areas and Facilities including without limitation any equipment, fixtures, and appurtenances, when in the Declarant’s judgment it is necessary or desirable to do so, until the expiration of the applicable warranty period.

4.5 Declarant's Operation on Convertible Land and in Convertible Space. The Declarant shall have the right to operate any Convertible Land or Convertible Space with any legal commercial uses. The Declarant may establish and maintain all offices, signs, and other accouterments normally used in such operations in the sole discretion of the Declarant. The Declarant may, in the sole discretion of the Declarant, operate portions of any Convertible Land or Convertible Space so long as the Declarant pays the expenses attributable to such operation. Such operations shall be for the benefit of the Declarant and neither the Association nor any Unit Owner (other than the Declarant) shall have any right or interest in the profits or losses thereof.

**ARTICLE 5**  
**EASEMENTS, RESERVATIONS, AND LICENSES**

In addition to the easements created by law, the following easements and licenses are hereby granted, and the following rights are hereby reserved.

5.1 Easement to Facilitate Sales. All Units, Convertible Space, Common Areas and Facilities, Villages Hotel Limited Common Areas and Facilities, and Limited Common Areas and Facilities shall be subject to an easement in favor of the Declarant to facilitate sales. The Declarant reserves the right to use any Units owned or leased by the Declarant (or its affiliates) or any portion of Convertible Land or Convertible Space or the Common Areas and Facilities as Guest or Transient Lodger accommodations; models; or management, sales, marketing, financing, construction, warranty, or customer service offices. The Declarant reserves the right to relocate the same from time-to-time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed to Owners other than the Declarant all the Units in the Condominium that the Declarant has the right to create.

5.2 Easements for Access, Ingress/Egress, and Support.

5.2.1 Access to Common Elements and Units. The Declarant reserves in favor of the Declarant, the Hotel Owner, the Hotel Operator, the Club Operator, and any other person authorized by the Board, the right of access to any Common Areas and Facilities and Limited Common Areas and Facilities and the right of access, upon reasonable notice, to and through a Unit in order to access the Common Areas and Facilities and Limited Common Areas and Facilities as more fully set forth in Section 2.9.

5.2.2 Unit Owner Easement for Ingress/Egress Over Common Areas and Facilities and Villages Hotel Limited Common Areas and Facilities. The Declarant grants in favor of the Owners a non-exclusive easement for ingress and egress through, over and across such portions of the Common Areas and Facilities and Villages Hotel Limited Common Areas and Facilities as are necessary to afford such Unit Owner access to and from the Units they own (including, by way of example, those publicly accessible corridors, paths, and walkways designated on the Plat and any Future Plats); except that

the Hotel Owner may create Exclusive Villages Hotel Limited Common Areas and Facilities as provided for in Section 4.1. In addition, the non-exclusive easement granted in this Section 5.2.2 does not extend to Villages Hotel Limited Common Areas and Facilities that are not compatible with or intended for common use because they benefit the operation of the Hotel or the Buildings (for example, utility closets, storage closets, or other areas that support the operation of the Hotel or the Buildings). Furthermore, the non-exclusive easement granted in this Section 5.2.2 shall be subject to any public or private utility easements and rights in favor of utility providers.

5.2.3 Other Persons' License for Ingress/Egress Over Villages Hotel Limited Common Areas and Facilities. The Declarant grants a non-exclusive license in favor of the Occupants and Persons having rights of access under the Master Declaration, for ingress and egress through, over and across such portions of the Common Areas and Facilities as are necessary to afford such Occupants and Persons access to and from the Units they may legally occupy; except that the license may be temporarily terminated by the Board for violation of the Association's Rules. The Declarant and the Hotel Owner hereby grant a non-exclusive license in favor of the Occupants and Persons having rights of access under the Master Declaration, for ingress and egress through, over, and across such portions of the Villages Hotel Limited Common Areas and Facilities as are necessary to afford such Occupants, and Persons access to and from the Units they may legally occupy (including, by way of example, those publicly accessible corridors, paths, and walkways designated on the Plat and any Future Plats); except that the Hotel Owner may create Exclusive Villages Hotel Limited Common Areas and Facilities as provided for in Section 4.1 and the Hotel Owner, or its designee the Hotel Operator, may temporarily revoke the license for violation of rules established by the Hotel Owner or the Hotel Operator for the Villages Hotel Limited Common Areas and Facilities. In addition, any non-exclusive license under this Section 5.2.3 does not extend to Villages Hotel Limited Common Areas and Facilities that are not compatible with or intended for common use because they benefit the operation of the Hotel or the Buildings (for example, utility closets, storage closets, or other areas that support the operation of the Hotel or the Buildings). Furthermore, the non-exclusive license established under this Section 5.2.3 shall be subject to any public or private utility easements and rights in favor of utility providers.

5.2.4 Support. Each Unit and the Common Areas and Facilities and Villages Hotel Limited Common Areas and Facilities shall have an easement for lateral and subjacent support from every other Unit and the Common Area and Facilities and Villages Hotel Limited Common Areas and Facilities.

### 5.3 Declarant's Right to Grant Easements.

5.3.1 Construction; Utilities. The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over, and across the Property for construction purposes, and for the installation, maintenance, and inspection of the utilities, utility lines, and appurtenances for public or private water, sewer, drainage, gas,

electricity, cable, fiber, telephone, television reception, and other utilities or quasi-utilities. This right shall continue until the Declarant has conveyed to Owners other than the Declarant all the Units that the Declarant has the right to create.

5.3.2 Access. The Declarant reserves the right to grant or reserve easements and rights-of-way through, over and across the Property to afford vehicular and pedestrian access through, over, and across the Common Areas and Facilities and the Villages Hotel Limited Common Areas and Facilities from and to any public or private street or road adjoining the Property and any portion of the real estate described in **Exhibit A** or any Additional Land which is not, at the time of such grant or reservation, part of the Property.

5.4 Easement to Facilitate Expansion. The Declarant reserves a transferable easement over and on the Common Areas and Facilities for the purpose of making improvements on the Property, and the Additional Land whether or not annexed into Property.

5.5 Telecommunications Facilities Easement. The Declarant hereby reserves to itself an exclusive, perpetual, irrevocable, and transferable easement upon all portions of the Property, excluding the Units, but including the Common Areas and Facilities and the Villages Hotel Limited Common Areas and Facilities, for the installation, operation, maintenance, repair, and replacement of telecommunications equipment and signage. In addition, the Declarant hereby reserves a non-exclusive, perpetual, irrevocable, and transferable easement over all portions of the roof and all Common Areas and Facilities and the Villages Hotel Limited Common Areas and Facilities for access to such equipment and signage and the installation, operation, maintenance, repair, and replacement of utilities and cables necessary or desirable for the operation of such equipment and signage. The Declarant shall pay the cost of any utilities serving such equipment and signage and the Declarant may retain any income derived from the exercise of this easement.

5.6 Utilities and Other Services; Drainage. The Declarant reserves in favor of the Hotel Owner, the Hotel Operator, and the Club Operator easements under, through, and over the Property as may be required from time-to-time for utility, cable television, fiber, communications, and monitoring systems and other services, and drainage facilities in order to serve the Condominium, the Owners, the Hotel operations, the Hospitality Program, and the Club. A Unit Owner shall do nothing inside or outside the Owner's Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, fiber, communications and monitoring systems, other services and drainage facilities or the use of these easements.

5.7 Successors and Assigns. The easements and other rights reserved by the Declarant in this Article 5 shall automatically transfer and inure to the benefit of the Declarant's successors and/or assigns.

5.8 Hotel Operator's Use of the Property.

5.8.1 Regulation of Use; Retention of Revenue. The Hotel Operator shall have the right to regulate the use of all of the Common Areas and Facilities and the Villages Hotel Limited Common Areas and Facilities in the Building. Such regulation may include, without limitation, establishing hours of operation, closing off certain areas for private parties or events, and designating certain services offered from portions of the Building (other than the Residential Units) to be provided at an additional charge. The Hotel Operator shall have the right to retain for its own account any and all revenue generated from closing off certain areas for private parties or events or designating certain services offered from portions of the Building (other than the Residential Units) to be provided at an additional charge.

5.8.2 Grant of Use Rights. The Hotel Operator may, in its sole discretion, grant use rights in and to the Building, the Common Area and Facilities, and the Villages Hotel Limited Common Areas and Facilities to Persons for the necessary operation of the Hotel and the Hospitality Program.

5.9 Rights to Storm Water Runoff, Effluent, and Water Reclamation. Declarant hereby reserves for itself and its designees all rights to groundwater, surface water, storm water runoff, and effluent located or produced within the Property, and each Owner agrees, by acceptance of a deed or other instrument of conveyance to a Unit that the Declarant shall retain all such rights. Such rights shall include the reservation of an easement over the Property for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent.

5.10 Easement for Encroachments. If any portion of the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and/or the Limited Common Areas and Facilities now encroach upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and/or the Limited Common Areas and Facilities as a result of the construction of the Buildings (including, the Units and all other improvements to Property), or if any such encroachment occurs after because of settling or shifting of the Buildings or from other movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the easement shall exist so long as the Buildings stand and so long as the physical boundaries of the Units are in substantial accord with the description in this Declaration. If the Buildings, the Unit, any adjoining Unit, or any adjoining Common Areas and Facilities, Villages Hotel Limited Common Areas, and Facilities and/or Limited Common Areas and Facilities are partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments shall be permitted of parts of the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and/or the Limited Common Areas and Facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and/or the Limited Common Areas and Facilities due to rebuilding, and valid easements for those encroachments and the maintenance of those easements shall exist so long as the Building shall stand and so long as the physical boundaries of the Units are in substantial accord with the description in this Declaration.

5.11 Easement for Golf Course. Every Unit and the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and the Limited Common Areas and Facilities are burdened with an easement permitting golf balls unintentionally to come upon such areas, and for golfers at reasonable times and in a reasonable manner to come upon the Common Areas and Facilities and Villages Hotel Limited Common Areas and Facilities to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage of injury resulting from errant golf balls or the exercise of this easement: Declarant; the Hotel Operator, the Club Operator, the Association or its Members (in their capacities as such); the golf course owner, its successors, successors-in-title to the golf course, or assigns; any builder or contractor (in their capacities as such); any officer, director, or partner of any of the foregoing, or any officer or director of any partner (collectively "**Released Parties**").

The owner of any golf course within or adjacent to any portion of the Condominium, its agents, successors, and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Areas and Facilities and the Villages Hotel Limited Common Areas and Facilities reasonably necessary to the operation, maintenance, repair, and replacement of its golf course.

Any portion of the Condominium immediately adjacent to any golf course is hereby burdened with a non-exclusive easement in favor of the adjacent golf course for overspray of water from the irrigation system serving such golf course and for overspray of fertilizer (and other similar treatments) serving such golf course. Under no circumstances shall the Released Parties be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

## **ARTICLE 6** **ASSESSMENTS**

### 6.1 Determination of Common Expenses and Assessments Against Owners.

6.1.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

#### 6.1.2 Preparation and Approval of Budget.

(a) Upon taking office, the first Board elected or designated pursuant to the Bylaws shall determine the budget, as defined in this Section 6.1.2, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs. Assessments shall be levied and become a lien against the Owners and their respective Unit during such period.

(b) At least sixty (60) days before the beginning of each fiscal year, the Board shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management,

operation, repair, and replacement of the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and those parts of the Units as to which it is the responsibility of the Association to maintain, repair, and replace, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Act, this Declaration, the Bylaws, the Rules, or a resolution of the Board and which will be required during the ensuing fiscal year for the administration, operation, maintenance, and repair of the Property and the rendering to the Owners of all related services.

(c) Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. At least fifteen (15) days before the annual meeting of the Association Owners, the Board shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's Assessment for the Common Expenses, and other expenses of the Condominium, subject to Special Assessments, Benefited Assessments, and Corrective Assessments approved under this Declaration from time-to-time.

(d) As to reserves, the budget shall include a reserve fund line item in the amount the Board deems prudent based upon the reserve analysis. The Board shall also, annually, provide a summary of the most recent reserve analysis or update and a full copy to any Unit Owner requesting a full copy. The process for vetoing the reserve fund line item or taking action for failing to provide a reserve fund line item is provided for in Utah Code § 57-8-7.5.

(e) The Owners shall have no right to ratify any budget, or amendment thereof, adopted by the Board.

6.1.3 Assessment and Payment of Common Expenses. Subject to the provisions of this Article 6 and elsewhere in this Declaration, the total amount of the estimated funds required from assessments for the operation of the Property set forth in the budget adopted by the Board shall be assessed against each Unit Owner in proportion to such Unit Owner's respective Allocated Interest, except for the various Special Assessments, Benefited Assessments, and reinvestment fee assessments which shall be assessed against each Unit Owner in amounts specific to that Unit Owner. An Assessment shall be a lien against each Unit Owner's Unit as provided in this Article 6, or elsewhere in this Declaration. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board, be placed in reserve accounts, be placed in a special account to be expended solely for the general welfare of the Owners, be credited according to each Unit Owner's Allocated Interest to the next periodic installment due from Owners under the current fiscal year's budget, until exhausted, or distributed to the Owners. Unless the Board directs otherwise, any net

shortage shall be assessed promptly against the Owners in accordance with their Allocated Interests and shall be payable as a Benefitted Assessment either: (i) in full with payment of the next periodic Assessment which is due not more than ten (10) days after delivery of notice of such further Assessment; or (ii) in not more than four (4) equal periodic installments, as the Board may determine. At least annually, the Board shall require the Hotel Operator to create a "Budget vs. Actual" report that shows the prior year's budget in comparison to all actual collections and expenditures for the prior year. In any year in which (i) the aggregate annual actual expenditures exceed the aggregate budgeted expenditures, or (ii) the aggregate annual actual collections are less than the aggregate budgeted collections attributed to the Commercial Units, Underground Parking Unit, Hotel Unit, Hotel Lodging Unit, Outdoor Units, Storage Units (if any), Elevated Outdoor Units, Surface Parking Units, Bunk Room Units, or Residential Units, then the Board shall true up the "over-budget" actual operating expenditures or "under-budget" actual collections associated with the foregoing Units, or any combination thereof, and may levy a Benefitted Assessment against a Unit or Units, or any combination thereof, to reconcile the amounts owed and paid as applicable to each of the Unit types.

(a) The cost of insurance obtained pursuant to Article 6 shall be allocated as follows: the premium calculation shall be furnished to the Board separating out from any charges which are otherwise properly chargeable to all Owners as a Common Expense: (i) the amount charged for the retail risk by the Owners receiving such benefit; (ii) the amount charged for the extended stay hotel risk by any Owner whose Unit is rented under the terms of Article 12, and (iii) the amount charged for other special risks by the Owners creating such risks. The foregoing expenses listed in (a)(i)–(iii) shall be levied as a Benefitted Assessment.

(b) Any Common Expenses benefiting less than all of the Units, or caused by the conduct of less than all those entitled to occupy the same or by their licensees or invitees, shall be specially assessed against the Unit or Units involved, in proportion to their respective Allocated Interests. Further, the Board may assess other expenses on other bases to the extent permitted by the Act.

6.2 Creation of Lien and Joint and Several Obligation for Assessments. Each Owner, including Declarant to the extent Declarant is an Owner as defined herein, of any Unit, by acceptance of a deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree to pay to the Association such Assessments to be fixed, established, and collected from time-to-time as provided in this Declaration. The Assessments, together with interest thereon, collection charges, attorneys' fees, court costs, and other costs of collection as hereinafter provided, shall be secured by a continuing lien upon the Unit against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, collection charges, costs, and attorneys' fees, shall also be an obligation of the Owner of such Unit at the time the Assessment becomes due. Additionally, in any voluntary transfer, the obligation shall pass to the successor-in-title of an Owner and the Owner and successor Owner shall be jointly and severally liable for the amounts due, including



costs and fees of collection, without prejudice to the successor Owner's right to recover from the prior Owner the amounts paid by the successor Owner. However, any such successor Owner shall be entitled to a statement from the Board, or its designee, setting forth the amounts of the unpaid assessments against the prior Owner, and such successor Owner shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the prior Owner in excess of the amount set forth in the payoff statement.

6.3 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the Owners, the management, maintenance, care, preservation, and protection of the Condominium and Hotel, enhancing the quality of life in the Condominium and Hotel operations and the value of the Condominium and Hotel operations including, without limitation, the improvement and maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and in furtherance of any other duty or power of the Association.

6.4 Regular Assessments for Common Expenses. The Board shall, as part of the budgeting process, determine the amount of the regular Assessment to be paid by each Owner. Each Owner shall thereafter pay to the Association his regular Assessment in equal monthly installments on the first day of each month. In the event the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and prepare a supplemental estimate of the Common Expense and determine the revised amount of the regular Assessment against each Owner, and the date or dates when due.

6.5 Capital Improvement Assessments. In addition to Regular Assessments for Common Expenses, the Board may levy in any fiscal year a Capital Improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any new construction, repair, or replacement of a capital improvement upon the Common Areas and Facilities and the Villages Hotel Limited Common Areas and Facilities, including the necessary fixtures and personal property related thereto. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account or the Association's account for reserve funds, to be held in trust for such purposes and said funds shall not be commingled with any other funds (other than reserve funds) of the Association.

6.6 Benefitted Assessments. The Board may levy Benefitted Assessments against particular Units for expenses incurred or to be incurred by the Association to cover the costs, including, overhead and administrative costs, of providing benefits, items, or services to the Units or Occupants, which assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner. Further, Benefitted Assessments include, but are not limited to, the following:

6.6.1 request of the Owner pursuant to a menu of special services which the Board may from time-to-time authorize, which assessments may be levied in advance of

the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner;

6.6.2 the covering on any expense attributable to one (1) or more Owners, but less than all the Owners as certified by the Board;

6.6.3 the truing up of expenses under Section 6.1.3;

6.6.4 the levy of an Assessment against the Owners of Residential Units, Commercial Units, the Hotel Unit, Hotel Lodging Units, Storage Units, or Outdoor Units as certified by the Board;

6.6.5 Costs and services incurred or provided, or to be incurred or provided, under the provisions of Section 7.3 and Article 12; and

6.6.6 Any other assessments implicitly or expressly identified as a Benefitted Assessment in this Declaration.

6.7 Corrective Assessments. Corrective Assessments shall be levied by the Board against a Unit and its Owner to reimburse the Association for:

6.7.1 costs incurred in bringing an Owner or its Unit, or both, into compliance with the provisions of this Declaration, the Articles, the Bylaws, or the Rules promulgated under Section 2.10;

6.7.2 costs associated with the maintenance, repair, or replacement of Limited Common Area and Facilities assigned to an individual Unit; and

6.7.3 attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

6.8 Special Assessments. In addition to all other Assessments, a Special Assessment may be assessed as follows:

6.8.1 Board Approved. The Board may levy Special Assessments to pay the costs of any one (1) or more of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) To protect the Common Areas and Facilities and the Villages Hotel Limited Common Areas and Facilities against foreclosure; and
- (c) To cover other short falls, or other needs approved by the Board as being reasonably necessary to the protection or preservation of the Condominium, provided that any such assessment levied under this Section 6.8 does not exceed fifty percent (50%) of the current regular assessment.

6.8.2 Approved by Association. Special Assessments which must be assented to by more than fifty percent (50%) of all the Allocated Interests represented in person, by proxy, or by ballot are entitled to cast at a meeting duly called and held for such purpose pursuant to the Bylaws involve:

(a) the replacement or improvement of the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or improvements thereon; and

(b) an extraordinary expense necessary to repair or maintain the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or any improvements thereon for which the Association is responsible.

6.9 Notification of Sale and Reinvestment Fee Assessment and Covenant. Prior to or concurrently with the consummation of the sale or other transfer of any Unit, the transferee shall notify the Association in writing of such transfer. In addition to all other Assessments, and upon the transfer or conveyance of Unit, there shall be one (1) reinvestment fee charged to the transferor or transferee, as the transferor and transferee may be determined by the Master Association. The Master Association may then distribute the reinvestment fee, or a portion thereof, to the Association as determined in the discretion of the Master Association. The reinvestment fee received by the Association may be used to benefit the Property in accordance with Utah Code § 57-1-46.

6.10 Percentage of Assessments. Except as otherwise provided herein, all Assessments (other than Benefitted Assessments, Corrective Assessments, and reinvestment fee assessments) shall be an amount based on the Allocated Interests of each Unit.

6.11 Rules Regarding Billing and Collection Procedures. The Board may adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to an Owner shall not relieve any Owner of his liability for any Assessment or charge under this Declaration, but the Assessment lien therefor shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment.

6.12 Certificate of Payment. The Association shall, within twenty (20) business days after written demand, furnish to any Owner liable for Assessments a written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. To the extent permitted by the Act, a reasonable charge may be collected by the Board for the issuance of each such certificate.

6.13 Date of Commencement of Assessments. Regular and other Assessments as to Units within the Condominium shall commence on the first day of the month following the sale and conveyance of the first Unit by Declarant to an Owner. Thereafter, regular and other Assessments shall commence as to newly sold and conveyed Units on the first day of the month following the sale and conveyance of each respective Unit. Until the Association makes an Assessment, the Declarant shall pay all Common Expenses of the Association. Declarant shall be obligated to pay to the Association any deficiencies in monies available to pay Common Expenses due to Declarant not having paid an Assessment on unsold Units and which are necessary for the Association to be able to pay all Common Expenses in a timely manner. Notwithstanding the above, all Units, including unsold Units, but excluding any Unconstructed Units, shall be allocated full Assessments on the first day of the month following the sale and conveyance of the first Unit by Declarant to an Owner.

6.14 Application of Excess Assessments. The Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

6.15 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, any claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

6.16 Homestead Waiver. Each Owner, to the fullest extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah or any other applicable law now in effect, or in effect from time-to-time hereafter.

6.17 Appointment of Trustee. Pursuant to Utah Code §§ 57-1-20 and 57-8-45, the Declarant hereby conveys and warrants to Brian P. Rosander, Esq. of the law firm of Parsons Behle & Latimer, with a business address of 201 South Main Street, Suite 1800, Salt Lake City, Utah 84111, including his successors and assigns or other successor appointed by the Board pursuant to § 57-1-22 with the power of sale of the Unit and all improvements to the Unit, for the purpose of securing payment of assessments under the terms of this Declaration and § 57-8-44 to 54.

6.18 Assessments Against Owners of Units under the Master Declaration. Each Unit Owner shall be subject to the Master Declaration and shall pay to the Master Association assessments levied by the Master Association. Such Master Association assessments may be collected by the Association from the Unit Owner and paid to the Master Association.

6.19 Effect of Failure to Pay Assessments.

6.19.1 Collection Charge. If any Assessment is delinquent, the Owner shall be obligated to pay a late charge of five percent (5%) of the amount of the delinquent Assessment. The amount of such late charge until paid shall constitute part of the Assessment lien.

6.19.2 Interest. If any Assessment is delinquent, interest at the simple interest rate of eighteen percent (18%) per annum shall accrue, which interest amount shall constitute part of the Assessment lien.

6.19.3 Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner and/or subsequent Owner obligated to pay same or foreclose the assessment lien judicially or non-judicially; provided, however, that the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise the other. The costs of preparing and filing the complaint shall be assessed against the delinquent Owner and its Unit and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and/or charges). Each Owner vests in the Association or its assigns the right and power to bring actions at law and/or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

6.19.4 Foreclosure Sale. Any foreclosure sale provided for in this Declaration is to be conducted in accordance with applicable provisions relating to the foreclosure of realty mortgages or deeds of trust in the State of Utah. The Board may through its duly authorized agents have and exercise the power to bid on the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, and convey such Unit.

6.19.5 Suspension of Votes. The Board may suspend the obligated Owner's right to vote on any matter at regular or special meetings for the entire period during which an Assessment or other amount due under any of the provisions of this Declaration remains delinquent.

6.19.6 Tenant Obligations. The Association may collect Assessments from the revenues from tenants, from Transient Lodgers, or Guests under the provisions of § 57-8-53 of the Act. Each Owner by acceptance of a deed to the Unit hereby designates the Hotel Operator as an attorney-in-fact to accept notice from the Board that the Owner is delinquent in payment of Assessments and that the Hotel Operator shall retain revenues due the Owner and pay them to the Association until the delinquency in Assessments is cured in full, including all costs and attorneys' fees incurred in the collection of the Assessments.

6.20 Termination of a Delinquent Owner's Rights – Notice – Informal Hearing.

6.20.1 As used in this Section 6.20, "Delinquent Unit Owner" means a unit owner who fails to pay any Assessments when due.

6.20.2 The Board may terminate a Delinquent Unit Owner's right: (i) to receive a utility service for which the Unit Owner pays as a common expense; or (ii) of access to and use of recreational facilities.

6.20.3 Before terminating a utility service or right of access to and use of recreational facilities under Section 6.20.2, the Board shall give the Delinquent Unit

Owner notice. The notice shall be delivered not less than fourteen (14) calendar days before it is to take effect and state: (i) that the Association will terminate the Delinquent Unit 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 the time provided in this Declaration or as otherwise required by law; (ii) the amount of the Assessments due, including, any interest or late payment fee; and (iii) the Unit Owner's right to request a hearing. The notice may include the estimated cost to reinstate a utility service if service is terminated.

6.20.4 A Delinquent Unit Owner may submit a written request to the Board for an informal hearing to dispute the assessment. A request under this Section 6.20.4 shall be submitted within fourteen (14) calendar days after the date the Delinquent Unit Owner receives the notice.

6.20.5 Upon request of the Delinquent Unit Owner, the Board shall conduct an informal hearing at which the Delinquent Unit Owner shall have the opportunity to be heard and represented by legal counsel, if the Owner desires.

6.20.6 If the Delinquent Unit Owner requests a hearing, the Association may not terminate a utility service or right of access to and use of recreational facilities until after the Board conducts the hearing and enters a final decision.

6.20.7 If the Association terminates a utility service or a right of access to and use of recreational facilities, the Association shall take immediate action to reinstate the service or right following the Delinquent Unit Owner's payment of the Assessments due, including any interest and late payment fee.

6.20.8 The Association may assess a Delinquent Unit Owner for the cost associated with reinstating a utility service that the Association terminates as provided in this Section 6.20 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.

6.21 Statement of Common Expenses. The Board shall promptly provide any Unit Owner, contract purchaser, or Lender so requesting the same in writing with a written statement of all unpaid assessments due from such Unit Owner or Delinquent Unit Owner. The Board may impose a charge allowed by the Act for the preparation of such statements to cover the cost of preparation.

## **ARTICLE 7**

### **MAINTENANCE, REPAIR, REPLACEMENT, AND OTHER COMMON EXPENSES**

#### **7.1 Maintenance, Repair, Replacement, and Other Common Expenses.**

7.1.1 Schedule of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in this Section 7.1, specific maintenance

responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Maintenance Schedule.

7.1.2 By the Association. The Association shall be responsible for the maintenance, repair, and replacement of all of the Common Areas and Facilities, including, without limitation, the Villages Hotel Limited Common Areas and Facilities, as defined in this Declaration, the Plat, or any Future Plats, whether located inside or outside of the Buildings, the cost of which shall be charged to all Owners as a Common Expense; provided, however, that the Board may elect not to do so if in the opinion of a majority of the Board such maintenance, repair, or replacement was necessitated by the act, neglect, or carelessness for which a Unit Owner is responsible, which cost and expense may then be charge to the Unit Owner as a Corrective Assessment.

7.1.3 By Owners. Each Unit Owner shall be responsible for the maintenance, repair, replacement, and improvement of the Unit, all of which shall be performed in a commercially reasonable manner. All repairs and replacements made shall be of first-class quality. An Owner shall be responsible for the maintenance, repair, and replacement of Limited Common Areas and Facilities appurtenant only to that Owner's Unit.

7.1.4 By the Owner of a Storage Unit. The Owner of the Storage Unit shall be responsible for the maintenance, repair, replacement, and improvement of the Storage Unit, all of which shall be performed in a reasonable manner.

7.2 Additions, Alterations, or Improvements by the Owners.

7.2.1 Residential, Bunk Room Unit, and Storage Units. No Owner of a Residential Unit, Bunk Room Unit, or Storage Unit shall make any addition, alteration, or improvement in or to its Residential Unit, Bunk Room Unit, or Storage Unit without the prior written consent of both the Board and Hotel Operator. All proposed additions, alterations, or improvements to a Residential Unit, Bunk Room Unit, or Storage Unit shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction; and any conditions and good construction practices imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, etc. No addition, alteration, or improvement to a Residential Unit, Bunk Room Unit, or Storage Unit may in any manner affect a Hotel Unit without the prior written consent of the Owner of a Hotel Unit and Hotel Operator, whose consent may be withheld or conditioned with or without cause. An Owner of a Residential Unit, Bunk Room Unit, or Storage Unit who makes or causes to be made any such additions, alterations, or improvements shall hold the Association, the Declarant, the Hotel Operator, and all other Owners and Released Parties harmless from and indemnify them against any liability or damage to the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or other Units, and expenses arising therefrom that arises as a result of such addition, alteration, or improvement.

7.2.2 Commercial Units, Hotel Unit, Hotel Lodging Units, and Outdoor Units. The Owners of the Commercial Units, the Hotel Unit, the Hotel Lodging Units, and the Outdoor Units shall have the right but not the obligation to make alterations, additions, and improvements to any such Units without the approval of the Association. A Commercial Unit Owner, Hotel Unit Owner, Hotel Lodging Unit Owner, or Outdoor Unit Owner who makes or causes to be made any such additions, alterations, or improvements shall hold the Association, the Declarant, the Hotel Operator, and all other Owners and Released Parties harmless from and indemnify them against any liability or damage to the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or other Units, and expenses arising therefrom that arises as a result of such addition, alteration, or improvement.

7.2.3 Underground Parking Unit. No Underground Parking Unit Owner shall make any addition, alteration, or improvement in or to its Unit without the prior written consent of both the Board and Hotel Operator. All proposed additions, alterations, or improvements to an Underground Parking Unit shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction; and any conditions and good construction practices imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, etc. No addition, alteration, or improvement to an Underground Parking Unit may in any manner affect the Hotel Unit without the prior written consent of the Owner of the Hotel Unit and Hotel Operator, which consent may be withheld or conditioned with or without cause. An Underground Parking Unit Owner who makes or causes to be made any such additions, alterations, or improvements shall hold the Association, the Declarant, the Hotel Operator and all other Owners and Released Parties harmless from and indemnify them against any liability or damage to the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or other Units, and expenses arising therefrom that arises as a result of such addition, alteration or improvement.

7.2.4 Common Wall Penetration, Generally. For all Units, where a Unit Owner owns two (2) or more Units (including, by way of example, a Residential Unit and a Bunk Room Unit) which share one (1) or more common walls, the Unit Owner upon approval of both the Board and the Hotel Operator may remove or alter a partition between the Unit Owner's Units, even if the partition is entirely or partly Common Areas and Facilities; or create an aperture to the adjoining Unit or portion of a Unit. A Unit Owner may not take such action if the action would (i) impair the structural integrity or mechanical systems of the applicable Building or either Unit; (ii) reduce the support or integrity of any portion of the Common Areas and Facilities, Limited Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or another Unit; or (iii) constitute a violation of Utah Code § 10-9a-608, a local government land use ordinance, a building code, or good construction practices. The Board may require a Unit Owner to submit, at the Unit Owner's expense, a registered professional engineer or registered architect's opinion stating that a proposed joinder, combination, or change to the Unit Owner's Unit(s) will not (i) impair the structural integrity or mechanical systems of the Building or either Unit, (ii) reduce the support or integrity of any portion of the



Common Areas and Facilities, Limited Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, or another Unit, or (iii) constitute a violation of Utah Code § 10-9a-608, a local government land use ordinance, a building code, or any good construction practices. The Board may require a Unit Owner to pay all of the legal and other expenses of the Association related to a proposed joinder, combination, change, or alteration to the Unit or Building under this Section 7.2.4. The joining of Units by such a wall penetration does not change an Assessment or voting right attributable to the Unit Owner's Unit prior to the wall penetration.

7.3 Utility Charges; User Fees. The cost of utilities serving the Condominium not individually metered or sub-metered to specific Units shall be a Common Expense. The Board may submeter utility charges and allocate the sub-metered utilities, and the costs of submetering, to a Unit Owner as a Benefitted Assessment.

7.4 Disclaimer of Bailee Liability. The Board, the Association, the Hotel Operator, Club Operator, any Unit Owner, and the Declarant shall not be considered a bailee of any personal property stored or left on the common elements (including, personal property located in vehicles parked within the Condominium) and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

7.5 Limits on Liability. From the time that any Common Area and Facilities and/or the Villages Hotel Limited Common Areas and Facilities, or any portion thereof, is opened and put into use for the enjoyment of Owners, Owners shall be and remain wholly free and clear of any and all liability to, or claims by, all owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area and Facilities, the Villages Hotel Limited Common Areas and Facilities, or any of their improvements, fixtures, and facilities; inasmuch as the control, operation, management, use, and enjoyment of the Common Area and Facilities and the Villages Hotel Limited Common Areas and Facilities shall be within, under, and subject to the Association – and not Owners. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Area and Facilities and the Villages Hotel Limited Common Areas and Facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and Facilities and the Villages Hotel Limited Common Areas and Facilities shall use, enjoy, and visit, the same at their own risk and peril.

## **ARTICLE 8** **CONVERSION OF CONVERTIBLE LAND AND CONVERTIBLE SPACE**

8.1 Declarant's Conversion Right. The Declarant hereby expressly reserves the right (the "**Conversion Right**"), pursuant to §§ 57-8-10(3), 57-8-13.2, and 57-8-13.4 of the Act, to be exercised in its sole discretion, without the consent of any Owner, Occupant, or Lender, to create additional Units, Common Areas and Facilities, Villages Hotel Limited Common Areas and

Facilities, and/or Limited Common Areas and Facilities, within the Convertible Land and Convertible Space. The Conversion Right shall be affected by amendment to this Declaration executed by Declarant alone in the manner provided in Sections 8.3 and 19.1 hereof and shall be subject to the following:

8.1.1 Legal Description. A legal description by metes and bounds of Convertible Land within the Condominium will be set forth in Future Plats and accompanying Supplementary Declarations. Convertible Space shall be identified as such for portions of a structure intended to be Convertible Space.

8.1.2 Compatibility of Structures. Any structure erected on the Convertible Land will be generally compatible with structures on other portions of the Condominium in terms of quality of construction, the principal materials to be used, and the architectural style.

8.1.3 Other Improvements. All other improvements within the Convertible Land will include roads, utility services, recreation areas, amenities, landscaping, and like improvements which are incidental to the residential and commercial use to be created on the Convertible Land.

8.1.4 Compatibility of Units. The Units created within the Convertible Land and Convertible Space need not be substantially identical to the Units on other portions of the Condominium. The Units created within the Convertible Land and Convertible Space may be mixed-use residential, commercial, and/or retail use.

8.1.5 Right to Create Limited Common Areas and Facilities. The Declarant hereby expressly reserves the right to create Limited Common Areas and Facilities within the Convertible Land and Convertible Space. The types of such common elements which the Declarant intends to create within the Convertible Land and Convertible Space may include, without limitation, patios, decks, balconies, roof terraces, roof gardens, attics, electrical and mechanical rooms, and systems including heating and cooling apparatus, recreational facilities, garage/storage buildings, and all other elements which can appropriately be designed as Limited Common Area and Facilities.

8.1.6 Convertible Land/Convertible Space. The Convertible Land shall be deemed a part of the Units or Common Areas and Facilities, as designated on the Plat or Future Plats. Any Convertible Space not converted in accordance with this Declaration and the Act, or any portion of it not so converted, shall be treated for all purposes as a single Unit until and unless it is so converted; and the Act shall be deemed applicable to any such space, or portion of it, as though the same were a Unit.

8.1.7 Time Limit. The Conversion Right shall be exercised within five (5) years from the date of recordation of this Declaration in the Official Records of the Office of the County Recorder of Washington County, Utah; provided that three-fourths (3/4) of Owners may vote to extend that time after the five (5) year period has expired (the “**Time Limit**”).

8.1.8 Limitations. There are no other limitations on the Conversion Right, except as provided in this Article 8 or in the Act. No consent of any Owner, Occupant, or Lender shall be required in connection with the exercise of the Conversion Right.

8.1.9 Financing of Construction. The Declarant reserves the right to use any portion of all of the Convertible Land or Convertible Space as collateral, for the purpose of financing construction thereon and, until discharged, any such mortgage or deed of trust shall have priority over the interests of Owners in such portion of the Convertible Land or Convertible Space.

8.1.10 Taxes and Assessments. Taxes and other assessments with respect to the Convertible Land shall be paid by the Declarant until the expiration of the Time Limit.

8.2 Plat and Declaration Amendment. When converting all or any portion of the Convertible Land or Convertible Space, the Declarant shall record an amendment to the Plat or by way of a Future Plat which designates such Convertible Land or Convertible Space, and a Supplemental Declaration, which shall contain the information necessary to comply with the requirements of the Act.

8.3 Amendment. Simultaneously with the recording of an amendment to the Plat or by way of a Future Plat pursuant to Section 19.1, the Declarant shall prepare, execute, and record a Supplemental Declaration, in compliance with the terms of this Article 8 and the requirements of the Act. Any amendment to this Declaration which is recorded pursuant to Article 19 for the purpose of exercising Declarant's Conversion Right shall include an updated and revised Allocated Interest (and update to **Exhibit C**) with respect to Common Areas and Facilities, the Common Expenses liability, and votes in the Association, on Par Value, recalculated in the manner described in Section 3.2 of this Declaration.

8.4 Easement to Facilitate Conversion. The Declarant reserves a transferable easement over, under, and on the Common Area and Facilities and the Villages Hotel Limited Common Areas and Facilities for itself, its employees, other agents, and its independent contractors for the purpose of doing all things reasonably necessary and proper to convert the Convertible Land and Convertible Space, including, the commencement and completion of improvements thereon in accordance with this Declaration.

## **ARTICLE 9**

### **EXPANSION OF CONDOMINIUM**

9.1 Reservation to Expand. The Declarant herewith expressly reserves the right and option, pursuant to §§ 57-8-10(4) and 57-8-13.6 of the Act, to expand the Condominium by the addition of Additional Land, or any portions thereof, and improvements to be constructed thereon, all in accordance with the provisions of this Article 9.

9.2 Additional Land. The Condominium may be expanded by the addition of all or a portion of the real property designated on **Exhibit B** attached hereto and incorporated herein by

reference, such real property or portions thereof where applicable being referred to as "Additional Land."

9.3 No Limitations Upon Option. Expansion of the Condominium by the Declarant is without limitation and shall be effective without the prior approval of the Association.

9.4 Termination of Option. Declarant's right to expand the Condominium as provided in this Article 9 shall expire seven (7) years from the date of recording of this Declaration (exclusive of any amendments or supplements) in the Official Records of the Office of the County Recorder of Washington County, Utah.

9.5 Order of Addition. The Additional Land designated on **Exhibit B** may be added in total or in part and in any order as Declarant may determine. Such Additional Land (or any portion thereof constituting Additional Land) may be added at any time within the period allowed for expansion of the Condominium.

9.6 Improvements Upon Additional Land. All improvements upon Additional Land shall be made in such a manner as to conform to all governmental regulations appertaining thereto, but such improvements may be located upon the Additional Land, or any portion thereof, in such manner as the Declarant deems appropriate in its sole discretion, subject to the requirements contained herein. The maximum number of Units to be constructed upon the Additional Land shall be limited to Three Thousand (3,000). All of the additional Units to be constructed upon Additional Land will be constructed for or are to be designated exclusively for mixed-use residential, commercial, and/or retail use. Notwithstanding the foregoing, Declarant makes no assurances with respect to improvements or the types of uses to be installed on the Additional Land.

9.7 Compatible Construction. All structures and improvements erected upon any Additional Land added to the Property will be generally compatible with the structures and improvements now upon or to be constructed upon the Property, all such additional structures and improvements to be approximately equal or better in terms of quality of construction and materials to be used. Notwithstanding the above, no assurances can be made by the Declarant in every instance that such structures and improvements will be identical in all regards.

9.8 Description of Improvements. Although Declarant intends to construct three (3) story condominium residential Building(s) upon Additional Land, no assurances can be made by the Declarant as to the description of improvements that will be made upon any Additional Land, except those made in Section 9.7.

9.9 Description of Units. Declarant intends, as of the date hereof, that any Unit constructed within a Building upon Additional Land may be reasonably similar to the Units presently contained within Buildings upon the Property, and the size of such Units may vary as the Declarant determines in its sole discretion. Notwithstanding the foregoing, no assurances can be made by the Declarant that any Units to be constructed upon Additional Land will be substantially identical or similar to the existing Units.

9.10 Declarant's Reserved Rights. Declarant hereby reserves the right with respect to any Additional Land, to create Limited Common Areas and Facilities within any Additional Land added to the Condominium, and with respect thereto, reserves the right to create such Common Areas and Facilities and Villages Hotel Limited Common Areas and Facilities in such types, sizes, and numbers as the Declarant deems appropriate in its sole discretion. No assurances are made herein by Declarant with respect to the type, sizes, or number of such areas to be created, if any.

9.11 Supplemental Map. The Declarant simultaneously with the submission of Additional Land to the Condominium shall prepare and record in the Official Records of the Office of the County Recorder of Washington County, State of Utah, a supplemental map or plat ("**Supplemental Map**") pertaining to such Additional Land to be added to the Condominium, and showing the location and dimensions (the vertical and horizontal boundaries), of each Unit located within a Building created from and located upon such Additional Land, and the Unit designation of each Unit so created.

9.12 Supplemental Declaration. Simultaneously with the recording of said Supplemental Map as required by the provisions of Section 9.11 above, the Declarant shall duly execute, acknowledge, and record in the Official Records in the Office of the County Recorder of Washington County, Utah, a Supplemental Declaration setting forth that an expansion of the Condominium has occurred. Such Supplemental Declaration shall include, in addition to any requirements of the Act, the following: (i) a legal description by metes and bounds of the Additional Land added to the Condominium; (ii) the designation of each Unit and Building created from and included within the Additional Land; and (iii) the recomputed and revised Allocated Interest (and update to **Exhibit C**) allocated and appertaining to all Units within the Condominium.

9.13 Qualifications. Each expansion of the Condominium by the addition of Additional Land shall be subject to the following additional qualifications:

9.13.1 Allocated Interest. The Allocated Interest appertaining to a Unit and each Unit shall be recomputed taking into consideration the Units contained upon the Additional Land to be included within the Condominium.

9.13.2 100% Total. Following the addition to the Condominium of Additional Land, the total of the Allocated Interest appertaining to all Units then within the Condominium shall in any event equal one hundred percent (100%).

9.14 Amendment to this Article. This Article 9 shall not be amended without the written consent of the Declarant.

## **ARTICLE 10**

### **CLUB FACILITIES AND OPERATIONS**

10.1 Mandatory Club Membership Application. Each Owner, other than Declarant, of a Residential Unit within the Property shall submit a Club Membership Application to the Club

within the later of seven (7) days from: (i) the date of mutual execution by Declarant and a prospective Owner or an Owner and a prospective Owner of the contract for sale of such Unit, or (ii) when such Club Membership Application is provided to a prospective Owner, and such submission shall include any application fees, which may be imposed by the Club, in its sole and absolute discretion, in order to be considered for membership to the Club. The Club may accept or reject a prospective Owner's Club Membership Application, in its sole and absolute discretion. Declarant expressly disclaims any representation, warranty, or commitment that the prospective Owner will be a Club Member. If the Club accepts a Club Membership Application, then the Owner of a Residential Unit is required to be a Club Member and will be subject to all rights and obligations set forth in the Club Documents.

10.2 Non-Equity. Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any Club Amenity. Rights to use the Club Amenities will be determined from time-to-time by the Club Operator. Subject to Section 10.1, the Club Operator shall have the right, from time-to-time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Club Amenities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, as provided in the terms of any written agreements with Club Members, including, the Club Documents.

10.3 Facilities and Operations. The Club may own, lease, or obtain a license for Units or parcels within or without the Condominium for the provision of the Club Amenities. The Club Operator may establish such rules and regulations as the Club Operator determines, in its sole discretion, for use, maintenance, and management of the Club, Club Memberships, and Club Amenities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant, the Hotel Operator, the Club Operator, the Association, any builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Club Amenity. The ownership or operation of the Club Amenities may change at any time by virtue of, but without limitation, (i) the sale to or assumption of operations of any Club Amenity by a Person other than the current owner or operator; (ii) the establishment of, or conversion of, the membership structure; or (iii) the conveyance of any Club Amenity to one or more of Declarant's affiliates, shareholders, employees, or independent contractors. Consent of the Association and any voting Member, or any Owner shall not be required to effectuate any change in ownership or operation of any Club Amenity, for or without consideration, and subject to or free of any mortgage, covenant, lien, or other encumbrance.

## **ARTICLE 11** **SPECIAL DECLARANT RIGHTS**

11.1 Improvements. Declarant hereby reserves for itself, its successors, and assigns the right, but is not obligated, to construct: (i) any improvements shown on the Plat, as amended or supplemented from time-to-time; and (ii) any other buildings, structures, or improvements that Declarant desires to construct on the Parcel.

11.2 Development Rights. Declarant hereby reserves for itself, its successors and assigns the right to create easements as described in Article 5 and elsewhere in this Declaration.

11.3 Sales Offices and Models. Notwithstanding anything in this Declaration to the contrary, until the Convertible Land has been converted into Units, Common Areas and Facilities, Villages Hotel Limited Common Areas and Facilities, and other areas and all Units have been sold by the Declarant, Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units owned or to be owned by Declarant.

11.3.1 Declarant, Hotel Operator, and Club Operator shall have the right to maintain promotional, advertising, and/or signs, banners, or similar devices at any place or places on the Property.

11.3.2 Declarant shall have the right from time-to-time to locate or relocate any signs, banners, or similar devices, but in connection with such location or relocation shall observe the limitations imposed by the preceding portion of this Section 11.3. Within a reasonable period after the date of the sale of the last Unit owned by the Declarant, Declarant shall have the right to remove from the Condominium any signs, banners, or similar devices and any separate structure or facility which was placed on a portion of the Property for the purpose of aiding Declarant's sales efforts. Any signs, banners, or similar devices, and any separate structure or facility for aiding Declarant's sales efforts shall comply with the Act and applicable zoning ordinances.

11.3.3 Declarant shall have all of the rights with respect to the Convertible Land, Convertible Space, and Additional Land that are described in Articles 8 and 9, respectively hereof.

11.4 Exercising Special Declarant Rights. Subject to the limitations in Articles 8, 9, and 10, Declarant may exercise its Special Declarant Rights at any time prior to the later of (i) the Turnover Date, or (ii) the date that is one hundred (100) years, or the longest period allowed by law, after the date on which this Declaration is recorded in the records of the Washington County Recorder's Office. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise its Special Declarant Rights. If Declarant exercises any Special Declarant Right with respect to any portion of the Property, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Property. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article 11 and any other right reserved to Declarant in this Declaration, without the consent of the Association or any of the Owners.

11.5 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any rule or regulation that interferes with or diminishes any of the Special Declarant Rights, without Declarant's prior written consent. Any action taken in violation of this Section 11.5 shall be void and have no force or effect.

11.6 Rights Transferable. Declarant may transfer and/or assign any Special Declarant Rights reserved to it under this Article 11 or under any other provision of this Declaration in accordance with the terms and conditions of the Act. Any transfer and/or assignment of the Special Declarant Rights shall be in writing and recorded in the records of the Washington County Recorder's Office.

11.7 Control of Unit Until Sold. The Declarant shall own in fee simple each condominium Unit to which legal title is not conveyed or otherwise transferred to another Person. The Declarant retains the right to operate any of the Units owned by the Declarant for the Declarant's sole benefit.

11.8 Use of the Words "Black Desert Villages" and Black Desert Resort".

11.8.1 Prohibition on the Use of the "Black Desert Villages," "Black Desert Resort," "Black Desert Villages Condominium," or derivative Trademarks. No Person shall use the words "Black Desert Villages," "Black Desert Resort," "Black Desert Villages Condominium," "BDV" or any derivative of any Black Desert Villages Marks, in any printed, electronic, or promotional material without the Declarant's prior written consent (collectively, the "**Protected Marks**"). Any Member of the Association that is found to have used the Black Desert Villages trademark or derivative thereof as set forth in this Section 11.8 without Declarant's right shall be subject to the following fines, which fines once collected shall be given to Declarant or its designee:

- (a) \$1,000 per occurrence for the first five occurrences of such misuse,
  - (b) \$2,000 per occurrence for the next five occurrence of such misuse;
- and
- (c) \$10,000 for each occurrence of a misuse thereafter.

An occurrence shall include each instance of publication in any form including paper, virtual, or other forms and each time the term Black Desert Villages, Black Desert Resort, Black Desert Villages Condominium, BDV, or any derivatives thereof appear or are viewed electronically, whether on a single page or otherwise, shall constitute separate publication of such term and occurrence of misuse. So, if Protected Marks violating this Section 11.8 were to appear on a single web page three (3) times and such page were viewed five (5) times by the same or different people, then the total occurrences of misuse would be fifteen (15) (3 misuses per page multiplied by 5 views of such page) and the total fines would be \$65,000 (\$5,000 for the first five misuses, \$10,000 for the next misuses, and \$50,000 for each of the next 5 misuses).

11.8.2 Black Desert Villages Marks. Any use by the Association of names, marks, or symbols of ENLAW, LLC or any of its affiliates, including the Protected Marks described in Section 11.8.1, (collectively, the "**Black Desert Villages Marks**") shall inure to the benefit of ENLAW, LLC and shall be subject to ENLAW, LLC's periodic review for quality control. The Association may enter into license agreements



with ENLAW, LLC, terminable with or without cause and in a form specified by ENLAW, LLC in its sole discretion, with respect to permissive use of certain Black Desert Villages Marks. The Association shall not use any Black Desert Villages Marks without ENLAW, LLC's prior written consent.

**ARTICLE 12**  
**CHECK-IN FOR ALL OWNERS AND OUTSIDE HOSPITALITY PROGRAM**

12.1 Hospitality Program. The Property may be operated to allow nightly rentals of Units, subject to the restrictions set forth in Ivins City Code § 16.07.801, *et seq.*, a development agreement with Ivins City, and this Declaration. Pursuant to such restrictions, there must be a single manager for all short rentals of thirty (30) days or less on the Property. The manager for short term rentals on the Property shall be the Hotel Operator and the Hotel Operator shall administer the Hospitality Program and provide rental management services for Owners and Units participating in the Hospitality Program. The Hotel Operator is the only person or entity legally authorized under this Declaration to facilitate Short-Term Residential Use for the Property. The Hospitality Program shall be administered entirely separate and apart from the Association. More information regarding the details of the Hospitality Program and participation therein may be obtained from the Hotel Operator. The Hotel Operator shall maintain such insurances as are customary for a Short-Term Residential Use. The Hotel Operator may subcontract its services, with approval of the Hotel Owner.

12.2 Hotel and Villages Hotel Limited Common Area and Facilities. The Hotel and certain of the Villages Hotel Limited Common Areas and Facilities (for example, those publicly accessible corridors, paths, and walkways designated on the Plat and any Future Plats) provide a connecting framework throughout the Property to allow for occupancy and use of Units by Transient Lodgers and other Occupants.

12.3 Single Hotel Operator. As set forth above, Ivins City has required both by ordinance and the development agreement with the Declarant, its predecessors or successors, that any Short-Term Residential Use be operated through a program managed by a solitary on-site property manager, to wit: the Hotel Operator.

12.4 Keys. For each Unit participating in the Hospitality Program, the Hotel Operator shall control the delivery of keys or access cards, electronic or mechanical, to Owners and Occupants. Management and operation of the key and/or access card system is a critical component of safety and complying with the requirements of this Article 12.

12.5 Registration of New Owner: Each Owner will be required to register with the Hotel Operator, and as part of such registration each owner will, among other things:

- (a) Be issued keys and/or access cards to their Unit;
- (b) Review the process for accessing the Property and their Unit, including how to provide access to non-paying friends and family (i.e. Guests); and

(c) Be provided the opportunity to ask questions related to the above of the Hotel Operator.

12.6 Violation of Rental Program Requirements. If rentals for periods thirty (30) days or less are occurring that are not in compliance with local law as set forth in this Article 12, then the Board shall cause the Hotel Operator to take the following actions:

12.6.1 Upon the first offense:

(a) Hotel Operator will disable the Owner's keys and/or access cards and the Owner will have to obtain a new key and/or access card from Hotel Operator the next time they are on Property, which they shall be permitted to retain in an active state even once they leave the Property; and

(b) A Corrective Assessment of One Thousand Dollars (\$1,000) will be levied against the violating Unit Owner.

12.6.2 Upon the occurrence of a second offense:

(a) Hotel Operator will disable the Owner's keys and/or access cards and the Owner will have to obtain a new key and/or access card from Hotel Operator each time they visit the Property; and

(b) A Corrective Assessment of Two Thousand Dollars (\$2,000) will be levied against the violation Unit Owner.

12.7 Lockout Units. The Declarant may, at any time prior to the sale of any Unit, designate any part of such Unit as a lockout unit, subject to compliance with requirements imposed by the Hotel Operator.

12.8 Non-Hospitality Program Owners. An Owner not participating in the Hospitality Program will be provided services for the Owner's Unit, including, without limitation, key and/or access card and check-in services, the costs of which will be levied as a Benefitted Assessment. The Board, by resolution, may from time-to-time determine and designate the costs incurred by, and expenses for services provided to, an Owner that are not covered because the Unit Owner is not a participant in the Hospitality Program ("**Uncovered Costs and Expenses**"). The Uncovered Costs and Expenses may be levied as a Benefitted Assessment in advance of the cost or expense being incurred.

## **ARTICLE 13** **INSURANCE**

13.1 Authority to Purchase. Commencing not later than the date a Unit is conveyed to a Person other than Declarant, the Association shall have the authority to and shall obtain and maintain, to the extent reasonably available, the insurance specified in this Article 13; provided, however, the Association shall always comply with the insurance requirements of the Act.

13.2 Property Insurance. To the extent available, and subject to Utah Code § 57-8-43(9), blanket property insurance or guaranteed replacement cost insurance on the physical structures in the Condominium, including, the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and the Units (including, the Limited Common Areas and Facilities associated with the Units), insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of coverage provided by blanket property insurance or guaranteed replacement cost insurance may not be less than one hundred percent (100%) of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies. Property insurance shall include coverage for any fixture, improvement, or betterment installed at any time to a Unit or to Limited Common Areas and Facilities associated with a Unit, whether installed in the original construction or in any remodel or later alteration, 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 Limited Common Areas associated with a Unit. Each Unit Owner shall be an insured person under the property insurance policy. If a loss occurs that is covered by the Association's property insurance and another property insurance policy in the name of a Unit Owner, the Association's policy provides primary insurance coverage. Notwithstanding the foregoing, the Unit Owner is responsible for the deductible of the Association's Building property coverage, often referred to as coverage A, if the Unit Owner's policy applies to that portion of the loss attributable to the Association's policy deductible.

13.2.1 As used in this Article 13, "covered loss" means a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance. "Unit damage" means damage to a Unit or to Limited Common Areas and Facilities appurtenant to that Unit, or both. "Unit damage percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit damage.

13.2.2 A Unit Owner who owns a Unit that has suffered Unit damage as part of a covered loss is responsible for an amount calculated by applying the Unit damage percentage for that Unit to the amount of the deductible under the Association's property insurance. If a Unit Owner does not pay the amount required under this Section 13.2.2 within thirty (30) days after substantial completion of the repairs to the Unit or Limited Common Areas and Facilities appurtenant to that Unit, the Association may levy an assessment against the Unit Owner for that amount.

13.2.3 The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or, if the policy deductible exceeds Ten Thousand Dollars (\$10,000), an amount not less than Ten Thousand Dollars (\$10,000). Owners are hereby notified that the Association's current deductible is Fifty Thousand Dollars (\$50,000). The Board may, by resolution, increase or decrease the amount of the Association's policy deductible. The Association shall provide notice, as provided in the Bylaws or as otherwise provided in Utah Code § 57-8-42, to each Unit Owner of the Unit Owner's obligation under this Section 13.2.3 for the Association's policy deductible if there is any change in the amount of the deductible. If the

Association fails to provide notice of any change in the deductible, the Association is responsible for the portion of the deductible that the Association could have assessed to a Unit Owner, but only to the extent that the Unit Owner does not have insurance coverage that would otherwise apply. However, if the Association fails to provide notice of a later increase in the amount of the deductible, the Association is responsible only for the amount of the increase for which notice was not provided. The failure of the Association to provide notice as provided in this Section 13.2.3 shall not be construed to invalidate any other provision in this Declaration.

13.2.4 If, in the exercise of the business judgment rule, the Board determines that a covered loss is likely not to exceed the property insurance policy deductible of the Association and until it becomes apparent the covered loss exceeds the deductible of the property insurance of the Association and a claim is submitted to the Association's property insurance insurer: (i) a Unit Owner's policy is considered the policy for primary coverage for a loss occurring to the Unit Owner's Unit or to Limited Common Areas and Facilities appurtenant to the Unit; (ii) the Association is responsible for any covered loss to any Common Areas and Facilities and Villages Hotel Limited Common Areas and Facilities; (iii) a Unit Owner who does not have a policy to cover the damage to the Unit Owner's Unit and appurtenant Limited Common Areas and Facilities is responsible for that damage, and the Association may recover, as provided for in Section 13.2.2 above, any payments the Association makes to remediate that Unit and the appurtenant Limited Common Areas and Facilities; and (iv) the Association need not tender the claim to the Association's insurer.

13.2.5 An insurer under a property insurance policy issued to the Association shall adjust with the Association's loss covered under the Association's policy. Notwithstanding this Section 13.2.5, the insurance proceeds for a loss under the Association's property insurance policy 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, Owners, and lien holders. If damaged property is to be repaired or restored, insurance proceeds shall be disbursed first for the repair or restoration of the damaged property. After the disbursements described herein are made and the damaged property has been completely repaired or restored or the Condominium terminated, any surplus proceeds are payable to the Association, Owners, and lien holders based on the undivided interest of each Condominium Unit.

13.2.6 An insurer or the insurer's authorized agent that issues a property insurance policy under this Article 13 shall issue a certificate or memorandum of insurance to: (i) the Association; (ii) a Unit Owner, upon the Unit Owner's written request; and (iii) a holder of a security interest, upon the holder's written request. A cancellation or nonrenewal of a property insurance policy is subject to the procedures stated in Utah Code § 31A-21-303, as may be amended and supplemented.

13.2.7 By acquiring from an insurer the property insurance required in this Article 13, the Board is not liable to Owners if the insurance proceeds are not sufficient to cover one hundred percent (100%) of the full replacement cost of the insured property at the time of the loss.

13.2.8 Nothing in this Article 13 shall prevent a Person suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a Person at fault for the loss.

13.2.9 All policies of property insurance must provide that notwithstanding any provision affording the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the insurance may be a party, or any requirement of law.

13.3 Comprehensive Public Liability Insurance. To the extent available, the Association shall obtain comprehensive general liability insurance insuring the Association, Declarant, the agents and employees of the Association and Declarant, the Owners and Occupants and the respective family members, guests, and invitees of the Owners and Occupants, against liability incident to the use, ownership, or maintenance of the Common Areas and Facilities or membership in the Association. The limits of such insurance shall not be less than Two Million Dollars (\$2,000,000) covering all claims for death of or injury to any one person and/or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner or Occupant. Such insurance shall also include protection against water damage liability, liability for non-owned and hired automobiles, and liability for the property of others. Such insurance must provide that, despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the approval of the Association. The Board shall adjust the amount of the insurance carried under this Section 13.3 as needed from time-to-time.

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

13.5 Fidelity Insurance. The Board shall obtain fidelity coverage against dishonest acts on the part of directors, officers, employees, or volunteers who handle or who are responsible for handling the funds of the Association. Such fidelity bonds shall name the Association as obligee and shall be written in an amount equal to one hundred and fifty percent (150%) of the estimated current annual Common Expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

13.6 Directors and Officers. The Board shall obtain director's and officer's liability insurance for officers and directors of the Association. Such insurance shall, among other coverages, include coverage for both monetary and non-monetary claims and shall be in an amount customary for a project of a type the same as or similar to the Condominium.

13.7 Premiums. Premiums on insurance policies purchased by the Board on behalf of the Association shall be paid by the Association as part of the Common Expenses.

13.8 Policy Provisions.

13.8.1 Any insurer that has issued an insurance policy to the Association under this Article 13 shall also issue a certificate or memoranda of insurance to the Association and, upon request, to any Owner or Lender.

13.8.2 The named insured under any policy of insurance shall be the Association, as trustee for the Owners, or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under the policies. The policy shall provide that each Owner shall be an insured person under the policy with respect to liability arising out of his or her interest in the Common Areas and Facilities or membership in the Association. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of purchasing and maintaining insurance required by this Article 13, and adjustment of all losses related thereto, including: the collection and appropriate disposition of all insurance proceeds, the negotiation of all losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to administer such insurance. The Association shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the Owners and their Lenders, as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any hires, personal representatives, successors or assigns of an Owner.

13.8.3 The Association's insurance shall contain the "Special Condominium Endorsement" or its equivalent. Insurance coverage obtained by the Association shall be primary insurance and may not be brought into contribution with insurance purchased by the Owners.

13.8.4 Coverage must not be limited by (i) any act or neglect by Owners or occupants which is not within control of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Condominium over which the Association has no control.

13.8.5 Coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) and the insurer may not refuse to renew the policy without at least thirty (30) days prior written notice to the Association and all Lenders, and to any Owner to whom a certificate has been issued.

13.8.6 All policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, Owners, Occupants and their respective agents and employees, and any defenses based on co-insurance or on invalidity arising from acts of the insured.

13.9 Supplemental Insurance. The Board may obtain such other policies of insurance in the name of the Association as the Board deems appropriate to protect the Association and Owners.

13.10 Annual Insurance Report. Not later than sixty (60) days prior to the beginning of each fiscal year, the Board may obtain a written report by a reputable independent insurance broker or consultant setting forth the existing insurance obtained pursuant to this Article 13 and stating whether, in the opinion of such broker or consultant, the insurance complies with the requirements of this Article 13 and the Act. Such a report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and Lenders in light of the insurance then available and the prevailing practice with respect to other similar Condominium projects. The Board shall be fully protected in relying on the written report furnished pursuant to this Section 13.10 provided reasonable care and prudence were exercised in selecting such independent insurance broker or consultant.

13.11 Insurance Obtained by Owners. Notwithstanding the above, to the extent permitted under the Act, an Owner or Occupant shall be permitted to insure his own Unit for his own benefit. An Owner shall not take any action that might negatively impact the coverage of any and all insurance purchased by the association pursuant to this Article 13. To the extent that the Association or any other Owners are damaged by any action of an Owner which negatively impacts the coverage of said insurance, the Owner shall fully indemnify the Association or any other Owner, when applicable, for any and all losses and damages suffered as result of such action and the negative impact on the coverage of said insurance.

## **ARTICLE 14**

### **DESTRUCTION OF IMPROVEMENTS**

14.1 Automatic Reconstruction. In the event of partial or total destruction of any Building or Buildings or any portion of the Common Areas and Facilities and/or the Villages Hotel Limited Common Areas and Facilities within the Condominium, the Board shall promptly take the following action:

14.1.1 The Board shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds.

14.1.2 The Board shall determine the amount of insurance proceeds, if any, payable by contacting the appropriate representative of the insurer carrying the policy covering the Condominium.

14.1.3 Pursuant to § 57-8-30 of the Act, if the insurance proceeds are sufficient to reconstruct the Building, said proceeds shall be applied to such reconstruction.

14.1.4 If the Board determines: (i) that insurance proceeds will cover eighty-five percent (85%) or more, but not all, of the estimated cost of reconstruction, or (ii) that available insurance proceeds together with available reserves and/or a Special Assessment equal to twenty-five percent (25%) or less of the then aggregate annual Regular Assessments for Common Expenses for all Units will completely cover the estimated cost of reconstruction, then the Board shall cause notice to be sent to all Owners and to all Lenders encumbering Units within the Condominium setting forth such findings and informing said Owners and Lenders that the Board intends to commence reconstruction pursuant to this Declaration. In the event that Owners representing at least twenty percent (20%) of the Allocated Interests in the votes of the Association object in writing to such reconstruction as indicated in such notice, the Board shall call a special meeting of the Owners pursuant to requirements in the Bylaws. In the event that the foregoing requirements are satisfied and the requisite number of Owners do not object in writing to such reconstruction, the Board shall cause reconstruction to take place as promptly as practicable thereafter. In connection with such reconstruction, the Board shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

14.1.5 If the Board in good faith determines that none of the bids submitted under this Section 14.1 reasonably reflects the anticipated reconstruction costs, the Board shall continue to attempt to obtain an additional bid which it determines reasonably reflects such costs. Such determination shall be made by the Board as soon as possible. However, if such determination cannot be made within ninety (90) days after the date of such destruction because of the unavailability or unacceptability of an insurance estimate or reconstruction bid, or otherwise, the Board shall immediately call a special meeting of the affected Owners and all Lenders pursuant to the requirements in the Bylaws.

14.1.6 If the Board determines that any Unit has become uninhabitable by reason of its total or partial destruction, Assessments may abate against the Owner thereof until the Board determines that habitability has been restored. However, if the Board determines that such abatement would adversely and substantially affect the management, maintenance, and operation of the Condominium, it may elect to disallow such abatement.

14.2 Reconstruction by Vote. If reconstruction is not to take place pursuant to Section 14.1, as soon as practicable after the same has been determined the Board shall call a special meeting of the Owners by mailing a notice of such meeting to each Owner. Such a meeting shall be held not less than ten (10) days and not more than sixty (60) days after the date of such notice. Unless the Owners, by a vote at such meeting or by the written consent of more than fifty percent (50%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Areas and Facilities which will not be rebuilt), and the



Lenders, by a vote at such meeting or by written consent of more than fifty percent (50%) of the Lenders, each determine not to proceed with such reconstruction, reconstruction must take place and the Board shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

14.3 Procedure for Minor Reconstruction. If the cost of reconstruction is equal to or less than fourteen and nine-tenths percent (14.9%) of the estimated fair market value of all of the Units in the Condominium, then the Board shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Condominium in conformance with the original plans and specifications, or if the Board determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes, or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements.

14.4 Procedure for Major Reconstruction. If the cost of reconstruction is greater than fifteen percent (15%) of the estimated fair market value of all of the Units in the Condominium, all insurance proceeds, together with such amounts from available reserves or Special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to a bank or savings and loan association located in Washington County, Utah, whose accounts are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or the successor to either agency, as designated by the Board, as trustee (hereinafter called the “**Insurance Trustee**”) for all Owners and Lenders. Such proceeds shall be received, held, and administered by the Insurance Trustee subject to the provisions of an insurance trust agreement which shall be consistent with the provisions of this Declaration and which shall be entered into between the Insurance Trustee and the Board. Disbursement of such funds shall be made only upon the signatures of two (2) members of the Board and upon the terms and conditions provided in this Section 14.4. As soon as practicable after notification of the receipt of insurance proceeds by the Insurance Trustee, the Board shall enter into a contract with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed Units and Common Areas and Facilities according to the original plans and specifications of said improvements or, if the Board determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes, or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original construction of such improvements. The contract with such licensed contractor or contractors shall provide for payment to the contractor or contractors of a specified sum for performance and execution of the work therein described and shall have provisions for periodic disbursement of funds by the Insurance Trustee, which shall be consistent with procedures then followed by prudent lending institutions doing business in Washington County, Utah. Such periodic disbursements of funds shall be for specific dollar amounts and shall not be paid until the contractor who is engaged by the Board shall furnish to the Board before the commencement of construction a full performance and lien payment bond written by a good and responsible corporate surety. Disbursements to the contractor shall be made subject to the prior presentation of an architect’s certificate or other documentation containing such

provisions as may be appropriate in the circumstances and deemed suitable by the Board. The Board may employ a licensed architect to supervise the repair and rebuilding to ensure that all work, services, and supplies are in conformity with the requirements of the construction contract.

14.5 Determination not to Reconstruct Without Termination. If Owners of more than fifty percent (50%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area and Facilities which will not be rebuilt after a casualty) vote not to rebuild and the entire Condominium is not repaired or replaced, and the Condominium is not terminated in accordance with the Act, the insurance proceeds shall be distributed as provided by the Act and the Allocated Interest are automatically updated and reallocated as provided by the Act. In such event, the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocation.

14.6 Negotiations with Insurer. The Board shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed Building or any other portion of the Common Areas and Facilities and/or the Villages Hotel Limited Common Areas and Facilities, and to make settlements with the insurer for less than full insurance coverage on the damage to such Building or any other portion of the Common Areas and Facilities and/or Villages Hotel Limited Common Areas and Facilities. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.

14.7 Repair of Units. Installation of improvements to, and repair of any damage to, the interior of a Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

14.8 Priority. Nothing contained in this Article 14 shall entitle an Owner to priority over any Lender under a lien encumbering its Unit as to any portion of insurance proceeds allocated to such Unit.

## **ARTICLE 15** **EMINENT DOMAIN**

15.1 Total Taking of a Unit. If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant which may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for its Unit and Allocated Interest in the Common Areas and Facilities, regardless of whether any Common Areas and Facilities are taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Areas and Facilities shall automatically be updated and reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute, and record an amendment to this Declaration in compliance with the Act. Any remnant of a Unit remaining after part of a Unit is taken becomes part of the Common Area and Facilities.

15.2 Partial Taking of a Unit. Except as provided in Section 15.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of its Unit and Allocated Interest in the Common Areas and Facilities, regardless of whether any Common Areas and Facilities are taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Areas and Facilities shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Unit, the reduced amount shall automatically be updated and reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interest immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.

15.3 Taking of Limited Common Areas and Facilities. If the portion of the Condominium taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Areas and Facilities or portion thereof, the portion of the award attributable to the Limited Common Areas and Facilities so taken shall be divided among the Owners of the Units to which such Limited Common Areas and Facilities were allocated at the time of the acquisition.

15.4 Taking of the Common Areas and Facilities. If the portion of the Condominium taken by eminent domain, or sold under threat thereof, shall not be comprised of, or include, any Unit or Limited Common Area and Facilities, the Board shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring the portion of the Condominium so taken, and the portion of the award not used for restoration shall be divided among the Owners in proportion to their Allocated Interest in the Common Areas and Facilities before the taking.

15.5 Taking the Entire Condominium. In the event the Condominium in its entirety is taken by eminent domain, or sold under threat thereof, the Condominium is terminated and the provisions of the Act apply.

15.6 Priority and Power of Attorney. Nothing contained in this Article 15 shall entitle an Owner to priority over any Lender under a lien encumbering its Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Areas and Facilities, or any part thereof. In the event the taking involves all or part of any Unit or the Common Areas and Facilities or Limited Common Areas and Facilities, the award or proceeds shall be payable to the Association for the use and benefit of the Owners and their Lenders as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

15.7 Taking Prior to Conversion. Notwithstanding any provision of this Declaration and prior to the date of conversion of the Convertible Land into Units and/or Common Areas and Facilities, any award for a taking of the Convertible Land shall be paid to Declarant.

**ARTICLE 16**  
**RIGHTS OF LENDERS**

16.1 Notices of Lenders. A Lender shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Lenders for notice, approval, or consent regarding a proposed action or otherwise, unless and until such Lender, or its mortgage servicing contractor, has delivered to the Association a written notice stating that such Lender is the holder of a loan encumbering a Unit within the Condominium and setting forth the information described in Section 16.6. Notwithstanding the foregoing, if any right of a Lender under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section 16.1 and Section 16.6, a Lender must also make such request in writing delivered to the Association. Except as provided in this Section 16.1, a Lender's rights pursuant to this Declaration, including, without limitation, the priority of any mortgage lien over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice or request to the Association.

16.2 Priority of Lenders. No breach of the Restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat, or render invalid the lien or charge of any Lender made in good faith and for value encumbering any Unit, but all of said Restrictions shall be binding upon and effective against any Owner whose title to a Unit is derived through foreclosure or trustee's sale, or otherwise.

16.3 Relationship with Assessment Liens.

16.3.1 The lien provided for in Article 6 for the payment of Assessments shall be subordinate to (i) the lien of any Lender or other person which was recorded prior to the date any such Assessment becomes due, (ii) a first or second security interest in a Unit that is recorded before a notice of assessment lien recorded by or on behalf of the Association, and (iii) a lien for real estate taxes or other governmental assessments or charges against a Unit.

16.3.2 If any Unit which is subject to a monetary lien created by this Declaration is also subject to the lien described in Section 16.3.1 above, then: (i) the foreclosure of any lien created by this Declaration shall not operate to affect or impair such lien; and (ii) the foreclosure of such lien or the sale under a power of sale included in a mortgage or deed of trust shall not operate to affect or impair the lien hereof, except that any Person who obtains an interest thereafter shall take title free of any lien created by this Declaration for any Assessments which became due after the time such lien arose, but such Person shall remain subject to the lien hereof for all charges that shall accrue subsequent to such foreclosure.

16.3.3 Without limiting the provisions of Section 16.3.2, any Lender who obtains title to a Unit by reason of any foreclosure, or deed or assignment in lieu of foreclosure, or any Person who obtains title at a non-judicial or judicial foreclosure sale, shall take title to such Unit free of any lien or claim for unpaid Assessments against such Unit

which accrued prior to the time such Lender or purchaser takes title to such Unit, except for liens or claims for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Units within the Condominium.

16.3.4 Nothing in this Section 16.3 shall be construed as releasing any Person from his obligation to pay for any Assessments levied pursuant to this Declaration during the period such Person is an Owner or a release of any successor Owner who is jointly and severally liable for delinquent assessments

16.4 Required Lender Approval. Except upon the prior written approval of sixty-seven percent (67%) of all Lenders which have provided notice to the Association as described in Section 16.1 and Section 16.6, based on one (1) vote for each Unit encumbered by a loan, neither the Association nor the Board shall be entitled by action or inaction to do any of the following:

16.4.1 Abandon or terminate by any act or omission the legal status of the Condominium; or

16.4.2 Except as specifically provided by this Declaration, amend any provisions governing the following:

- (a) voting rights;
- (b) reallocation of interests in the Common Areas and Facilities or Limited Common Areas and Facilities, or rights to their use;
- (c) redefinition of any Unit boundaries;
- (d) convertibility of Units into Common Areas and Facilities or vice versa; or
- (e) hazard or fidelity insurance requirements.

16.5 Other Rights of Lenders. Any Lender (and such Lenders' insurer or guarantor) shall, upon written request to the Association, be entitled:

16.5.1 To inspect current copies of this Declaration (and any amendments), the Association's Articles, Bylaws, Rules, and other books and records of the Association during normal business hours; and

16.5.2 To pay for an audited annual financial statement of the Association within one hundred eighty (180) days following the end of the Association's fiscal year.

16.6 Notices of Action. Upon written request to the Association identifying the name and address of the Lender (and the name and address of the Lender's insurer or guarantor, if desired) and the Unit Number or address, any such Lender (or any such insurer or guarantor) will be entitled to timely written notice of:

16.6.1 Any condemnation or casualty loss which affects a material portion of the Condominium or any Unit on which there is a first lien held by such Lender;

16.6.2 Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the lien of a Lender, which remains uncured for a period of sixty (60) days;

16.6.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

16.6.4 Any proposed action by the Owners or the Association which would amount to a material change in this Declaration as identified in Section 16.4 hereof.

16.7 Right to Cure.

16.7.1 Any Lender shall be entitled to cure any delinquency of the Owner of the Unit encumbered by a lien of said Lender in the payment of Assessments of which the Lender has received notice under Section 16.6.2 hereof. In that event, the Lender shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

16.7.2 Any bank or other lending institution that has a lien on all or a portion of the Common Areas and Facilities may pay taxes or other charges which are in default and which may or have become a charge against all or any portion of the Common Areas and Facilities, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas and Facilities. Should such a bank or other lending institution make such a payment, it shall be owed immediate reimbursement from the Association.

16.8 Deemed Consent. Subject to the foregoing, any provision of this Declaration which expressly requires the approval of a specified percentage of the Lenders for action to be taken under said provision can be amended only with the affirmative written assent or vote of not less than the same percentage of the Lenders; provided that in the event approval is requested in writing from a Lender with respect to a proposed amendment and a negative response is not returned within thirty (30) days following, the Lender shall be deemed to have approved the proposed amendment if the provisions of § 57-8-41 of the Act are satisfied.

**ARTICLE 17**  
**LIMITATIONS UPON PARTITION AND SEVERANCE**

17.1 No Partition. The right to partition the Condominium is hereby suspended, except that the right to partition shall revive and the Condominium may be sold as a whole when the conditions for such action set forth in Article 14 dealing with destruction of improvements, and Article 15 dealing with eminent domain have been met; provided, however, nothing contained in this Section 17.1 shall be construed as limiting partition by joint Owners, upon the prior written

approval of an applicable Lender, of one or more Units as to individual ownership of such Units provided the Condominium is not terminated.

17.2 No Severance. The elements of a Unit and other rights appurtenant to the ownership of a Unit, including interest in Common Areas and Facilities and Limited Common Areas and Facilities, if any, are inseparable, and each Owner agrees that he shall not, while this Declaration is in effect, make any conveyance of less than an entire Unit and such appurtenances. Any conveyance made in contravention of this Section 17.2, including, under any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) shall be void.

17.3 Proceeds of Partition Sale. If an action is brought for the partition of the Condominium by sale, whether upon the occurrence of an event of destruction and a decision not to reconstruct or the taking of all or a portion of the Condominium by eminent domain, Owners shall share in the proceeds of such sale in the same proportion as their Allocated Interest in the Common Areas and Facilities (or as otherwise provided by the act), but in such event, the liens and provision of all Lenders or Assessment liens encumbering Units within the Condominium so encumbered shall extend to each applicable Owner's interest in the proceeds of such partition and sale. The interest of an Owner in such proceeds shall not be distributed to such Owner, except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds.

## **ARTICLE 18** **GENERAL PROVISIONS**

18.1 Fines. In addition to all other remedies, the Association, through its Board, shall have the power to levy fines for violations of this Declaration, Rules, and resolutions of the Board. The Board shall adopt one or more Rules in compliance with Utah Code § 57-8-37 for the procedure to levy fines, including, a schedule of fines. The Association may enforce fines by, among other remedies, judicial foreclosure upon the Owner's Unit.

18.2 Agreement to Avoid Costs of Litigation. The Association, each Owner and all Persons subject to this Declaration, and any Person who may become subject to this Declaration or who agrees to be bound by the dispute resolution procedures of this Declaration, agree to submit to this Section 18.2 (collectively, "**Parties**" or "**Bound Parties**", or individually a "**Party**") to encourage the amicable resolution of disputes in any way involving this Declaration, the Bylaws, Rules, or the decisions of the Association which relate to the Property, and to lessen the emotional and financial costs of legal proceedings, if at all possible. Accordingly, each of the Bound Parties covenants and agrees that all claims, causes of action, grievances or disputes, whether based in contract, tort, or applicable law, between such Bound Party and any other Bound Party in any way involving this Declaration, the Property, or any Unit (whether it is the purchase, construction, or condition of the Unit or Building in which the Unit is located), including, without limitation, claims, causes of action, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of this Declaration, the Rules, the decisions of the Association, or the Bylaws claims arising from or relating to construction

(collectively “**Claims**”), except for those Exempt Claims authorized under Section 18.3 below, shall be subject to the procedures set forth in Section 18.4.

18.3 Exempt Claims. The following Claims (“**Exempt Claims**”) shall be exempt from the provisions of Section 18.4.

18.3.1 Any claim, action, suit, or foreclosure under Article 6 (Assessments) and 18.1 (Fines) by the Association against one or more of the Bound Parties, unless the Association, in its sole and absolute discretion, elects to enforce or pursue such claim, action, suit, or foreclosure through another action or process recognized by applicable law;

18.3.2 Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as a court may deem necessary in order to maintain the status quo and preserve the Association’s ability to, without limitation, enforce the provisions of this Declaration, the Rules, the decisions of the Association, or the Bylaws, including, any defensive or responsive actions by one or more Bound Parties against whom the action is taken;

18.3.3 Any suit between Owners, which suit does not include or implicate the Association, Declarant, Declaration, Rules, or Bylaws, seeking redress on the basis of a Claim;

18.3.4 Any suit or enforcement action or exercise of any right or remedy under or in respect of any Mortgage, any indebtedness secured by such Mortgage, or any other document or agreement executed in connection with such Mortgage or in respect of any right provided herein with respect to such Mortgage;

18.3.5 Any suit to enforce a settlement reached under Section 18.4 or award under Section 18.5; and

18.3.6 A derivative action related in any way to the Association, this Declaration, the Rules, the decisions of the Association, or the Bylaws.

Any of the Bound Parties having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 18.4, but there shall be no obligation to do so.

18.4 Mandatory Procedures for all Non-Exempt Claims.

18.4.1 Notice. Any of the Bound Parties asserting a Claim (“**Claimant**”) against another of the Bound Parties (“**Respondent**”) shall give written notice to each Respondent and to the Board stating plainly and concisely:

(a) the nature of the Claim, including, the persons involved and the Respondent’s role in the Claim;



(b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(c) the Claimant's proposed resolution or remedy; and

(d) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

18.4.2 Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Claimant and Respondent in negotiating a resolution of the Claim.

18.4.3 Mediation. If the Claimant and Respondent have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 18.4.1 (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with the Person designated by the Association (if the Association is not a Party to the Claim) or to an independent agency providing dispute resolution services in the Washington County, Utah area.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to commence arbitration proceedings under Section 18.5.

Each Party shall bear its own costs of the mediation, including attorney fees, and each Party shall share equally all fees charged by the mediator.

18.4.4 Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section 18.4. In such event, the Party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from a non-complying Party (or if more than one non-complying Party, from all such Parties in equal proportions or jointly and severally, as allowed by law) all costs incurred in enforcing such agreement or award, including without limitation attorneys' fees and legal costs.

18.4.5 Limitation of Action Against Declarant, Board, etc.

(a) In addition to compliance with the foregoing alternative dispute resolution procedures, the Claimant shall not, before or after the Turnover Date, initiate any action against the Declarant, the Board, or an employee, an independent contractor, or an agent of the Declarant or Board related to the period prior to the Turnover Date for a Claim, unless the following requirements have been satisfied. This Section 18.4.5 shall not be amended unless such amendment is approved by the Declarant in writing.

(i) the legal action is approved in advance at a meeting where Owners of at least fifty-one percent (51%) in aggregate in interest of the undivided ownership of the Common Areas and Facilities are: (1) present; or (2) represented by a proxy specifically assigned for the purpose of voting to approve or deny the legal action at the meeting;

(ii) the legal action is approved by vote in person or by proxy of Owners of the lesser of: (1) more than seventy-five percent (75%) in aggregate in interest of the total aggregate interest of the undivided ownership of the Common Areas and Facilities represented by those owners present at the meeting or represented by a proxy as described in Subsection (i); or (2) more than fifty-one percent (51%) in aggregate in interest of the undivided ownership of the Common Areas and Facilities;

(iii) the Association provides each Owner with the items described in Subsection (b);

(iv) the Association establishes the trust described in Subsection (c);

(v) the Association first: (1) notifies the person subject to the proposed action of the action and the basis of the Association's claim; and (2) gives the person subject to the proposed action a reasonable opportunity to resolve the dispute that is the basis of the action.

(b) Before Owners in the Association may vote to approve an action described in Subsection (a), the Association shall provide each Unit Owner: (i) a written notice that the Association is contemplating legal action; and (ii) after the Association consults with an attorney licensed to practice in the state, a written assessment of: (1) the likelihood that the legal action will succeed; (2) the likely amount in controversy in the legal action; (3) the likely cost of resolving the legal action to the Association's satisfaction; and (4) the likely effect the legal action will have on a Unit Owner's or prospective Unit buyer's ability to obtain financing for a unit while the legal action is pending.

(c) Before the Association commences an arbitration action for a Claim described in Subsection (a), the Association shall: (i) allocate an amount equal to ten percent (10%) of the cost estimated to resolve the legal action, not including attorneys' fees; and (ii) place the amount described in Subsection (c)(i) in a trust that the association may only use to pay the costs to resolve the legal action;

(d) This Section 18.4.5 does not apply if the Association brings arbitration action that has an amount in controversy of less than Seventy-Five Thousand Dollars (\$75,000);

(e) This Section 18.4.5 may not be amended without the written consent of the Declarant; and

(f) Any action related to an improvement of real property may not be commenced by a Claimant unless the dispute resolution process in this Section 18.4.5 is commenced within four (4) years from the date "completion" of an improvement on the Property. For the purposes of this Section 18.4.5, "completion" shall have the meaning set forth in Utah Code § 78B-2-225(1)(c).

#### 18.5 Final and Binding Arbitration.

**18.5.1 The Claimant shall have thirty (30) days following termination of such negotiations to submit the Claim to arbitration in accordance with the Arbitration Provisions attached hereto as Exhibit E or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.**

**18.5.2 This Section 18.5 is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration laws of the State of Utah. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Utah.**

**18.5.3 In the event one of the Bound Parties is compelled by a court to arbitrate any Claim, that particular Bound Party shall be required to pay all the attorneys' fees and costs incurred by any other Bound Party in connection with compelling arbitration.**

18.6 No Waiver. Failure by the Association or the Declarant to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

18.7 Cumulative Remedies and Limitation on Damages. All rights, options, and remedies of Declarant, the Association, the Owners, or the Lenders under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, the Association, the Owners, and the Lenders shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration. Notwithstanding the foregoing or any other provision contained herein, Owners may only seek recovery for actual accrued damages existing at that time under any action brought by or against the Association, Declarant, contractor, or any other third-party related to construction of any improvements on the Property, and no action, whether in law or equity, may be maintained or brought that seeks relief for future or potential monetary damages that may occur in the future.

18.8 Severability. Invalidation of any one or a portion of the Restrictions or provisions set forth in this Declaration or in the Bylaws or the Rules by judgment or court order shall in no way affect any other Restriction or provisions contained herein or therein which shall remain in full force and effect.

18.9 Covenants to Run with the Land; Term. The Restrictions and other provisions of this Declaration shall run with and bind the Condominium as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded in the records of the Washington County Recorder's Office, after which time the Restrictions and other provisions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed and acknowledged by Owners of no less than sixty-seven percent (67%) of the Allocated Interest in the votes of the Association and their Lenders, has been recorded prior to the end of any such period agreeing to change or revoke the Restrictions and other provisions of this Declaration in whole or in part.

18.10 Allocation Upon Termination. Unless provided otherwise in this Declaration, upon any liquidation or termination of all or part of the Condominium, the Association shall represent the Owners in any proceedings, negotiations, settlements, or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including, the allocation of any losses, awards, or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, who will hold such proceeds from the benefit of the Owners and their Lenders. Owners shall share in the proceeds of such termination or liquidation in the same proportion as their Allocated Interest in the Common Areas and Facilities (or as otherwise provided by the Act), but in such event, the liens and provisions for all Lenders or Assessment liens encumbering Units within the Condominium so encumbered shall extend to each applicable Owner's interest in such proceeds. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds.

18.11 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a mixed-use residential, commercial, and/or hotel project and for the maintenance of the Condominium. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

18.12 Gender and Number. Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

18.13 Nuisance. The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or the Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

18.14 Attorneys' Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Bylaws, or the Rules, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

18.15 Notices. Any notice to be given under the provisions of this Declaration shall be in writing and shall be given in accordance with the Bylaws.

18.16 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations, and the like applicable thereto. Declarant shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws, or the Rules are determined to be unenforceable in whole or in part or under certain circumstances.

18.17 Non-Liability of Officials. To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error, or negligence if such Board member or officer acted in good faith within the scope of his or their duties.

18.18 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for non-profit purposes of the Association in managing, maintaining, caring for, and preserving the Common Areas and Facilities and for the other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result

of the Association managing, maintaining, caring for and preserving the Common areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).

18.19 Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Areas and Facilities, the Villages Hotel Limited Common Areas and Facilities, and any other areas within the Condominium that may be sustained by reason of the negligence of that Owner or such Owner's family members, tenants, Guests, Occupants, or invitees, but only to the extent that any such damage is not covered by casualty insurance in favor of the Association. Each Owner, by acceptance of a deed for a Unit, agrees personally and for family members, tenants, Guests, Occupants, and invitees to indemnify each and every other Owner, and to hold such other Owners harmless from, and to defend such Owners against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including any Limited Common Area and Facilities, if any, except to the extent (i) that such injury or damage is covered by liability insurance in favor of the Association or any other Owner, or (ii) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or other Owner or other person temporarily visiting such Unit.

18.20 Deed Provisions. Each deed to a Unit shall include, without limitation, the following information:

18.20.1 a description of the Unit and also include the book and page or entry number and date of recording of this Declaration;

18.20.2 the Unit Number of the Unit and any other information necessary to identify the Unit;

18.20.3 the percentage of undivided interest appertaining to the Unit in the Common Areas and Facilities; and

18.20.4 until the expiration of the Time Limit, a reservation in favor of Declarant to convert the Convertible Land and to exercise the Special Declarant Rights as provided in this Declaration.

18.21 Conflicting Provisions. In the case of any conflict between the Plat, this Declaration, the Articles, the Bylaws, the Association Rules, or other Governing Documents of the Association, the provisions of § 57-8-40 of the Act shall control. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly. Notwithstanding the above, this Declaration shall be deemed modified and amended only to the extent necessary to come into compliance with the Act.

18.22 Assignment of Declarant Rights. Any transfer and/or assignment of Declarant rights, in part or in whole, shall be in writing and recorded in the records of the Washington County Recorder's Office.

18.23 Safety and Security. Each Owner and Occupant of a Unit, and their respective Guests, Transient Lodgers, and invitees, shall be responsible for their own personal safety and the security of their property at the Condominium. The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to enhance the level of safety or security which each person provides for himself and his property. Neither the Association nor Declarant, Hotel Operator, or Club Operator shall in any way be considered insurer or guarantors of safety or security within the Condominium, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Condominium or Units, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its Guests, invitees, and all Occupants of its Unit that the Association, its Board, and committees, Declarant, Hotel Operator, and Club Operator are not insurers or guarantors of security or safety and that each Person within Condominium assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

18.24 Public Infrastructure Development. The Property is part of a Public Infrastructure Development ("PID") and a disclosure concerning the PID is attached here to as **Exhibit F**.

## **ARTICLE 19** **AMENDMENTS**

19.1 Amendments by Declarant. Declarant (without obtaining the approval of Owners, the Association, or Lenders) may unilaterally amend or modify this Declaration prior to the Turnover Date. Additionally, the Declarant reserves the right to unilaterally amend, supplement, and modify the Plat or any Future Plats with respect to rights of conversion, and expansion and as provided for in Articles 8 and 9, respectively.

19.2 General Amendment Requirements. Except as otherwise provided for herein or by the Act, this Declaration may be amended only by vote or agreement of Owners of Units to which more than fifty percent (50%) of the votes in the Association are allocated. Prior to the Turnover Date, this Declaration shall not be amended without Declarant's prior written consent. Amendments, whether by the Declarant or the Owners, may modify, change, add to, increase, decrease, replace, repeal, or provide additional and new covenants, conditions, restrictions, and easements. To the extent permitted by law, this right of amendment extends to every section, term, and provision of this Declaration and each Owner is hereby on notice that each and every section, term, and provision of this Declaration is subject to amendment under this Section 19.2.

19.3 Protection of Declarant Rights. An amendment shall not terminate or decrease any unexpired development right, any of the Special Declarant Rights, or period of Declarant control, unless Declarant approves or consents in writing.

19.4 Execution of Amendments. An amendment or revocation which only requires the execution of an instrument by Declarant as hereinabove provided shall be effective when executed by Declarant and when recorded in the records of the Washington County Recorder's Office. An amendment which requires the affirmative written assent or vote of the Owners as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment has been so approved and Declarant if Declarant's consent is also required, and when the amendment has been recorded in the records of the Washington County Recorder's Office.

**ARTICLE 20**  
**NO OBLIGATIONS**

Nothing contained in this Declaration shall be deemed to impose upon the Declarant or its successors or assign any obligation of any nature to build, renovate, or provide any improvements except to the extent required by the Act.

*[Intentionally Blank – Signature Page to Follow]*



**SIGNATURE PAGE**

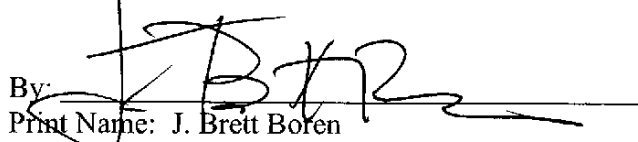
IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed by an authorized official on February 14, 2024.

**DECLARANT:**

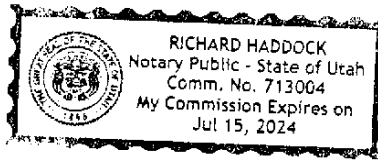
**ENLAW LLC,**  
a Delaware limited liability company

By: RS18 Entrada Manager LLC,  
a Utah limited liability company  
Its: Manager

By: Reef Private Equity LLC  
a Utah limited liability company  
Its: Manager


By:   
Print Name: J. Brett Boren  
Title: Manager and Authorized Signatory

STATE OF UTAH, )  
 )  
:SS.  
COUNTY OF Utah )



On this 14 day of February, 2024, personally appeared J. Brett Boren, a Manager and authorized signatory of Reef Private Equity LLC, a Utah limited liability company, who is the Manager of RS18 Entrada Manager LLC, a Utah limited liability company, who is the Manager of ENLAW LLC, a Delaware limited liability company, who being personally known to me (or satisfactorily proved to me) to be the person whose name is subscribed to in this instrument, and acknowledged that he is the Manager and authorized signatory of Reef Private Equity LLC, who is the Manager of RS18 Entrada Manager LLC, who is the Manager of ENLAW LLC, and that he executed the foregoing Declaration on behalf of said limited liability company being authorized and empowered to do so by the Operating Agreement (or other governing documents) of said limited liability company or by resolution of its managers, and he acknowledged before me that such limited liability company executed the same for the uses and purposes stated in the Declaration.

My Commission Expires:  
7/15/2024

  
NOTARY PUBLIC  
Residing at: Bluffdale, UT

**BD RESORT CENTER – CONSENT TO RECORD**

BD RESORT CENTER LLC, a Delaware limited liability company (“**BD Resort**”), is the fee simple title owner of a small portion of the overall real property referenced in the foregoing Declaration as the “Parcel”, consisting of a portion of the to-be-platted parcel “GV2” (the “**BD Resort Property**”), and BD Resort does hereby consent to the recordation of this Declaration against the BD Resort Property and does hereby submit the BD Resort Property to the Restrictions, the Act, and all other terms, conditions, and other matters as contained in this Declaration. BD Resort is acting solely in its capacity as the owner of the BD Resort Property and does hereby agree and acknowledge that it is not the Declarant under this Declaration, nor does BD Resort have any Declarant rights under this Declaration, including, any Special Declarant Rights, and agrees that all such Declarant rights are held by and reserved to ENLAW, LLC, a Delaware limited liability company.

**BD RESORT CENTER – CONSENT TO RECORD**  
**SIGNATURE PAGE**


IN WITNESS WHEREOF, BD Resort has executed this Declaration on this 21st day of February, 2024.

**BD RESORT:**

**BD RESORT CENTER LLC,**  
a Delaware limited liability company

By: BD Resort Center Manager LLC,  
a Utah limited liability company  
Its: Manager


By: Reef Private Equity LLC  
a Utah limited liability company  
Its: Manager

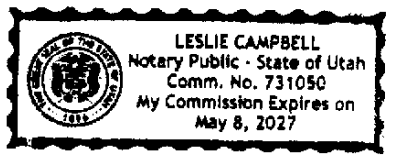
By:   
Print Name: J. Brett Boren  
Title: Manager and Authorized Signatory

STATE OF UTAH,                    )  
                                              :SS.  
COUNTY OF WASHINGTON)

On this 20<sup>th</sup> day of FEBRUARY, 2024, personally appeared J. Brett Boren, a Manager and Authorized Signatory of Reef Private Equity LLC, a Utah limited liability company, who is the Manager of BD Resort Center Manager LLC, a Utah limited liability company, who is the Manager of BD Resort Center LLC, a Delaware limited liability company, who being personally known to me (or satisfactorily proved to me) to be the person whose name is subscribed to in this Declaration, and acknowledged that he is the Manager and Authorized Signatory of Reef Private Equity LLC, who is the Manager of BD Resort Center Manager LLC, who is the Manager of BD Resort Center LLC, and that he executed the foregoing Declaration on behalf of said limited liability company being authorized and empowered to do so by the Operating Agreement (or other governing documents) of said limited liability company or by resolution of its managers, and he acknowledged before me that such limited liability company executed the same for the purposes stated in this Consent to Record.

My Commission Expires:  
MAY 8, 2027

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: IVINS, UTAH



**EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM  
AND  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BLACK DESERT VILLAGES CONDOMINIUM**

---

(Legal Description of Parcel)

The real property referenced in the foregoing Declaration as the "Parcel" is located in the County of Washington, State of Utah and is more particularly described as follows:

**Black Desert Villages Condominiums Phase 1A (Golf Village)**

All of the parcels, units, and other real property described in, subdivided by, and platted pursuant to that certain Black Desert Villages Condominiums Phase 1A, according to the Official Plat thereof on record with the Office of the Recorder of Washington County, Utah.

With a perimeter boundary description more particularly described as:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 01°14'46" EAST 961.41 FEET ALONG THE SECTION LINE; THENCE WEST 1124.32 FEET TO THE POINT OF BEGINNING AND RUNNING AND THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 87°43'57" WEST, A RADIAL DISTANCE OF 19.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 87°43'57", A DISTANCE OF 29.86 FEET; THENCE WEST 14.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.50 FEET; THENCE NORTHWESTERLY 93.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°09'18"; THENCE NORTH 43°50'42" WEST 399.47 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 14.50 FEET; THENCE WESTERLY 22.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 46°09'18" WEST 28.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY 7.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°05'53" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 29.50 FEET; THENCE SOUTHWESTERLY 15.50 FEET THROUGH A CENTRAL ANGLE OF 30°05'53"; THENCE SOUTH 46°09'18" WEST 5.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 9.50 FEET; THENCE SOUTHWESTERLY 2.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°06'19" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.50 FEET; THENCE SOUTHWESTERLY 19.70 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 03°28'06" TO THE BEGINNING OF A COMPOUND

CURVE TO THE LEFT HAVING A RADIUS OF 1.50 FEET; THENCE SOUTHERLY 2.36 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 90°11'31"; THENCE SOUTH 61°36'38" EAST 13.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 309.50 FEET OF WHICH THE RADIUS POINT LIES SOUTH 61°44'38" EAST; THENCE SOUTHERLY 210.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°02'23" AND A CHORD BEARING OF SOUTH 08°44'10" WEST 206.83 FEET; THENCE SOUTH 79°18'32" WEST 14.49 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1.50 FEET; THENCE SOUTHWESTERLY 2.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°21'13" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.50 FEET; THENCE SOUTHERLY 7.69 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 01°21'16"; THENCE SOUTH 73°09'18" WEST 27.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 352.50 FEET OF WHICH THE RADIUS POINT LIES NORTH 73°58'03" EAST; THENCE NORTHERLY 7.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°14'09" AND A CHORD BEARING OF NORTH 15°24'52" WEST 7.60 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1.50 FEET; THENCE NORTHWESTERLY 2.26 FEET THROUGH A CENTRAL ANGLE OF 86°24'10"; THENCE SOUTH 78°48'03" WEST 13.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 368.50 FEET OF WHICH THE RADIUS POINT LIES NORTH 78°43'23" EAST; THENCE NORTHERLY 13.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°07'44" AND A CHORD BEARING OF NORTH 10°12'45" WEST 13.69 FEET; THENCE SOUTH 80°51'07" WEST 76.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 457.31 FEET OF WHICH THE RADIUS POINT LIES NORTH 78°03'53" EAST; THENCE NORTHERLY 341.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'39" AND A CHORD BEARING OF NORTH 09°26'43" EAST 333.43 FEET; THENCE NORTH 43°50'42" WEST 33.43 FEET; THENCE NORTH 88°47'01" WEST 72.13 FEET; THENCE NORTH 42°25'17" EAST 16.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 735.50 FEET OF WHICH THE RADIUS POINT LIES NORTH 48°12'14" WEST; THENCE NORTHEASTERLY 167.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°01'56" AND A CHORD BEARING OF NORTH 35°16'48" EAST 166.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 624.50 FEET; THENCE NORTHEASTERLY 52.59 FEET THROUGH A CENTRAL ANGLE OF 04°49'29" TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 200.01 FEET OF WHICH THE RADIUS POINT LIES SOUTH 56°24'38" EAST; THENCE NORTHEASTERLY 172.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°31'44" AND A CHORD BEARING OF NORTH 58°21'14" EAST 167.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 132.50 FEET OF WHICH THE RADIUS POINT LIES NORTH 06°52'47" WEST; THENCE EASTERLY 18.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°00'28" AND A CHORD BEARING OF NORTH 79°06'59" EAST 18.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 14°48'41" EAST; THENCE EASTERLY 127.69 FEET ALONG SAID CURVE THROUGH A

CENTRAL ANGLE OF 60°57'49" AND A CHORD BEARING OF SOUTH 74°19'47" EAST 121.75 FEET; THENCE NORTH 46°06'53" EAST 25.00 FEET; THENCE SOUTH 43°53'13" EAST 524.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 32.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 54°03'25" WEST; THENCE SOUTHERLY 45.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°03'22" AND A CHORD BEARING OF SOUTH 05°05'06" WEST 42.01 FEET; THENCE SOUTH 46°06'47" WEST 37.70 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 316.00 FEET; THENCE SOUTHERLY 266.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°22'50" TO THE POINT OF BEGINNING.

CONTAINS 7.13 ACRES, MORE OR LESS.

**Black Desert Villages Condominiums Phase 1B (Golf Village)**

All of the parcels, units, and other real property described in, subdivided by, and platted pursuant to that certain Black Desert Villages Condominiums Phase 1B, according to the Official Plat thereof on record with the Office of the Recorder of Washington County, Utah.

With a perimeter boundary description more particularly described as:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 01°14'46" EAST 961.41 FEET ALONG THE SECTION LINE; THENCE WEST 1124.32 FEET TO THE POINT OF BEGINNING AND RUNNING ALONG A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 87°43'57" EAST, A RADIAL DISTANCE OF 316.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 09°07'42", A DISTANCE OF 50.34 FEET; THENCE SOUTH 11°23'44" EAST 346.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 526.00 FEET; THENCE SOUTHEASTERLY 249.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°11'57"; THENCE SOUTH 66°03'39" WEST 195.41 FEET; THENCE SOUTH 02°15'56" WEST 76.82 FEET; THENCE NORTH 87°44'04" WEST 16.27 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1.50 FEET; THENCE SOUTHWESTERLY 2.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°50'10" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 569.50 FEET; THENCE SOUTHERLY 23.97 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 02°24'42" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 22.50 FEET; THENCE SOUTHEASTERLY 38.23 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 97°21'44" TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 493.00 FEET OF WHICH THE RADIUS POINT LIES NORTH 11°20'40" WEST; THENCE WESTERLY 88.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'29" AND A CHORD BEARING OF SOUTH 83°49'05" WEST 88.72 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE NORTHWESTERLY 38.00 FEET

ALONG THE ARC WITH A CENTRAL ANGLE OF 94°39'31"; THENCE NORTH 89°08'20" WEST 32.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 23.00 FEET OF WHICH THE RADIUS POINT LIES NORTH 86°21'39" WEST; THENCE SOUTHWESTERLY 36.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF SOUTH 48°38'21" WEST 32.53 FEET; THENCE NORTH 86°21'39" WEST 101.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE WESTERLY 14.80 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'12" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 39.50 FEET; THENCE WESTERLY 60.85 FEET THROUGH A CENTRAL ANGLE OF 88°15'40" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE WESTERLY 20.63 FEET THROUGH A CENTRAL ANGLE OF 51°23'28"; THENCE NORTH 86°21'39" WEST 33.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 292.10 FEET OF WHICH THE RADIUS POINT LIES SOUTH 60°35'32" EAST; THENCE NORTHEASTERLY 208.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°56'31" AND A CHORD BEARING OF NORTH 49°52'44" EAST 204.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 402.24 FEET OF WHICH THE RADIUS POINT LIES NORTH 43°24'15" WEST; THENCE NORTHEASTERLY 82.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°42'23" AND A CHORD BEARING OF NORTH 40°44'34" EAST 82.04 FEET; THENCE SOUTH 85°50'42" EAST 134.75 FEET; THENCE NORTH 14°15'16" EAST 26.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 37.50 FEET; THENCE NORTHEASTERLY 33.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°48'22"; THENCE NORTH 66°03'39" EAST 12.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1.50 FEET; THENCE NORTHERLY 2.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 23°56'21" WEST 16.50 FEET; THENCE NORTH 66°03'39" EAST 55.44 FEET; THENCE NORTH 17°54'00" WEST 81.77 FEET; THENCE NORTH 72°06'00" EAST 16.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1.50 FEET; THENCE NORTHEASTERLY 2.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 17°54'00" WEST 83.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1026.50 FEET; THENCE NORTHERLY 210.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°45'20" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 173.50 FEET; THENCE NORTHERLY 67.68 FEET THROUGH A CENTRAL ANGLE OF 22°21'01" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 373.50 FEET; THENCE NORTHWESTERLY 176.70 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 27°06'22" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 74.50 FEET; THENCE WESTERLY 111.36 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 85°38'33" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1.50 FEET; THENCE SOUTHERLY 2.32 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 88°39'16"; THENCE SOUTH 49°53'53" EAST 16.59 FEET; THENCE SOUTH 40°06'07" WEST 46.55 FEET; THENCE SOUTH 47°53'44" EAST 34.31 FEET; THENCE SOUTH 42°06'16" WEST 10.04 FEET;

THENCE SOUTH 25°27'55" WEST 215.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 457.31 FEET OF WHICH THE RADIUS POINT LIES NORTH 23°24'32" EAST; THENCE NORTHWESTERLY 135.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°02'01" AND A CHORD BEARING OF NORTH 58°04'27" WEST 135.46 FEET; THENCE SOUTH 25°28'29" WEST 40.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 67°43'02" WEST; THENCE SOUTHERLY 15.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°26'44" AND A CHORD BEARING OF SOUTH 20°56'23" WEST 13.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 7.00 FEET; THENCE SOUTHWESTERLY 6.32 FEET THROUGH A CENTRAL ANGLE OF 51°42'10" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY 14.20 FEET THROUGH A CENTRAL ANGLE OF 35°21'55" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 76.00 FEET; THENCE SOUTHWESTERLY 23.39 FEET THROUGH A CENTRAL ANGLE OF 17°38'12" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET; THENCE SOUTHERLY 12.77 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 56°17'49" TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 116.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 63°53'17" WEST; THENCE SOUTHERLY 51.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°11'17" AND A CHORD BEARING OF SOUTH 13°31'04" EAST 50.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY 11.43 FEET THROUGH A CENTRAL ANGLE OF 43°39'11" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHEASTERLY 37.23 FEET THROUGH A CENTRAL ANGLE OF 15°48'06" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 12.00 FEET; THENCE SOUTHEASTERLY 7.28 FEET THROUGH A CENTRAL ANGLE OF 34°44'13" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 12.00 FEET; THENCE SOUTHEASTERLY 13.66 FEET THROUGH A CENTRAL ANGLE OF 65°14'26" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET; THENCE SOUTHERLY 21.69 FEET THROUGH A CENTRAL ANGLE OF 05°38'59" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 7.00 FEET; THENCE SOUTHWESTERLY 14.75 FEET THROUGH A CENTRAL ANGLE OF 120°41'24" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE WESTERLY 7.37 FEET THROUGH A CENTRAL ANGLE OF 28°08'12"; THENCE SOUTH 88°37'55" WEST 41.19 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY 11.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°16'06"; THENCE SOUTH 44°21'49" WEST 34.03 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY 26.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°55'11"; THENCE NORTH 59°43'00" WEST 28.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET; THENCE NORTHERLY 16.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°24'58" TO THE BEGINNING OF A



REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET; THENCE NORTHERLY 11.80 FEET THROUGH A CENTRAL ANGLE OF  $67^{\circ}36'24''$ ; THENCE NORTH  $32^{\circ}54'26''$  WEST 30.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 28.00 FEET; THENCE WESTERLY 54.80 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $112^{\circ}08'06''$  TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 28.00 FEET; THENCE SOUTHWESTERLY 19.65 FEET THROUGH A CENTRAL ANGLE OF  $40^{\circ}12'38''$ ; THENCE SOUTH  $75^{\circ}10'06''$  WEST 12.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 28.00 FEET; THENCE WESTERLY 30.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $62^{\circ}23'02''$  TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY 5.24 FEET THROUGH A CENTRAL ANGLE OF  $30^{\circ}00'22''$  TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 123.11 FEET; THENCE WESTERLY 9.21 FEET THROUGH A CENTRAL ANGLE OF  $04^{\circ}17'10''$  TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 492.94 FEET OF WHICH THE RADIUS POINT LIES NORTH  $72^{\circ}27'49''$  WEST; THENCE NORTHERLY 12.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $01^{\circ}24'34''$  AND A CHORD BEARING OF NORTH  $16^{\circ}49'54''$  EAST 12.12 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY 16.50 FEET THROUGH A CENTRAL ANGLE OF  $18^{\circ}54'27''$ ; THENCE NORTH  $35^{\circ}02'04''$  EAST 19.57 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET; THENCE NORTHERLY 41.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $59^{\circ}32'50''$ ; THENCE NORTH  $24^{\circ}30'46''$  WEST 14.39 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET; THENCE NORTHWESTERLY 14.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $83^{\circ}21'45''$  TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 10.00 FEET; THENCE WESTERLY 11.61 FEET THROUGH A CENTRAL ANGLE OF  $66^{\circ}31'46''$  TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 36.72 FEET; THENCE NORTHWESTERLY 15.36 FEET THROUGH A CENTRAL ANGLE OF  $23^{\circ}57'54''$ ; THENCE NORTH  $32^{\circ}44'57''$  EAST 26.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 92.90 FEET; THENCE NORTHERLY 50.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $31^{\circ}13'26''$ ; THENCE NORTH  $03^{\circ}19'51''$  EAST 151.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 98.77 FEET; THENCE NORTHERLY 52.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $30^{\circ}10'28''$ ; THENCE NORTH  $30^{\circ}57'47''$  EAST 48.31 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET; THENCE NORTHEASTERLY 39.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $49^{\circ}53'19''$ ; THENCE NORTH  $80^{\circ}51'07''$  EAST 105.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 368.50 FEET OF WHICH THE RADIUS POINT LIES NORTH  $80^{\circ}51'07''$  EAST; THENCE SOUTHERLY 13.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $02^{\circ}07'44''$  AND A CHORD BEARING OF SOUTH  $10^{\circ}12'45''$  EAST 13.69 FEET; THENCE NORTH  $78^{\circ}48'03''$  EAST 13.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1.50 FEET OF WHICH THE RADIUS POINT LIES SOUTH  $11^{\circ}12'50''$  EAST; THENCE SOUTHEASTERLY 2.26 FEET ALONG SAID

CURVE THROUGH A CENTRAL ANGLE OF 86°24'10" AND A CHORD BEARING OF SOUTH 57°59'52" EAST 2.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 352.50 FEET OF WHICH THE RADIUS POINT LIES NORTH 75°12'13" EAST; THENCE SOUTHERLY 7.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°14'09" AND A CHORD BEARING OF SOUTH 15°24'52" EAST 7.60 FEET; THENCE NORTH 73°09'18" EAST 27.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 325.50 FEET OF WHICH THE RADIUS POINT LIES NORTH 77°36'03" EAST; THENCE NORTHERLY 7.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°21'16" AND A CHORD BEARING OF NORTH 11°43'19" WEST 7.69 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1.50 FEET; THENCE NORTHEASTERLY 2.37 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 90°21'13"; THENCE NORTH 79°18'32" EAST 14.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 309.50 FEET OF WHICH THE RADIUS POINT LIES NORTH 79°12'59" EAST; THENCE NORTHERLY 210.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°02'23" AND A CHORD BEARING OF NORTH 08°44'10" EAST 206.83 FEET; THENCE NORTH 61°36'38" WEST 13.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1.50 FEET; THENCE NORTHERLY 2.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'31" TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 325.50 FEET; THENCE NORTHEASTERLY 19.70 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 03°28'06" TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 9.50 FEET; THENCE NORTHEASTERLY 2.34 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 14°06'19"; THENCE NORTH 46°09'18" EAST 5.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 29.50 FEET; THENCE NORTHEASTERLY 15.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°05'53" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE NORTHEASTERLY 7.88 FEET THROUGH A CENTRAL ANGLE OF 30°05'53"; THENCE NORTH 46°09'18" EAST 28.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 14.50 FEET; THENCE EASTERLY 22.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 43°50'42" EAST 399.47 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 115.50 FEET; THENCE SOUTHEASTERLY 93.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°09'18"; THENCE EAST 14.98 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.50 FEET; THENCE SOUTHEASTERLY 29.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°43'57" TO THE POINT OF BEGINNING.

CONTAINS 8.02 ACRES, MORE OR LESS.

**Black Desert Villages Condominiums Phase 1C (Golf Village)**

All of the parcels, units, and other real property described in, subdivided by, and platted pursuant to that certain Black Desert Villages Condominiums Phase 1C, according to the Official Plat thereof on record with the Office of the Recorder of Washington County, Utah.

With a perimeter boundary description more particularly described as:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 01°14'46" EAST 326.90 FEET ALONG THE SECTION LINE; THENCE WEST 1148.61 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE NORTH 85°50'42" WEST 134.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 402.24 FEET OF WHICH THE RADIUS POINT LIES NORTH 55°06'38" WEST; THENCE NORTHERLY 626.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°13'51" AND A CHORD BEARING OF NORTH 09°43'33" WEST 565.02 FEET; THENCE NORTH 42°06'16" EAST 10.04 FEET; THENCE NORTH 47°53'44" WEST 34.31 FEET; THENCE NORTH 40°06'07" EAST 46.55 FEET; THENCE NORTH 49°53'53" WEST 16.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1.50 FEET; THENCE NORTHERLY 2.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°39'16" TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 74.50 FEET; THENCE EASTERLY 111.36 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 85°38'33" TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 373.50 FEET; THENCE SOUTHEASTERLY 176.70 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 27°06'22" TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 173.50 FEET; THENCE SOUTHERLY 67.68 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 22°21'01" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1026.50 FEET; THENCE SOUTHERLY 210.61 FEET THROUGH A CENTRAL ANGLE OF 11°45'20"; THENCE SOUTH 17°54'00" EAST 83.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1.50 FEET; THENCE SOUTHWESTERLY 2.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 72°06'00" WEST 16.50 FEET; THENCE SOUTH 17°54'00" EAST 81.77 FEET; THENCE SOUTH 66°03'39" WEST 55.44 FEET; THENCE SOUTH 23°56'21" EAST 16.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1.50 FEET; THENCE SOUTHERLY 2.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 66°03'39" WEST 12.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 37.50 FEET; THENCE SOUTHWESTERLY 33.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°48'22"; THENCE SOUTH 14°15'16" WEST 26.97 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.06 ACRES, MORE OR LESS.

**Black Desert Villages Condominiums Phase 2A (Family Village)**

Declaration  
Black Desert Villages Condominium  
Exhibit A

All of the parcels, units, and other real property described in, subdivided by, and platted pursuant to that certain Black Desert Villages Condominiums Phase 2A, according to the Official Plat thereof on record with the Office of the Recorder of Washington County, Utah.

With a perimeter boundary description more particularly described as:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN THENCE SOUTH 01°17'15" WEST 358.56 FEET ALONG THE SECTION LINE; THENCE WEST 118.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES SOUTH 72°58'34" EAST, A RADIAL DISTANCE OF 1498.67 FEET; AND RUNNING THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 25°18'11", A DISTANCE OF 661.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1855.63 FEET OF WHICH THE RADIUS POINT LIES NORTH 85°28'38" WEST; THENCE SOUTHERLY 109.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°23'26" AND A CHORD BEARING OF SOUTH 06°13'05" WEST 109.79 FEET; THENCE NORTH 88°39'17" WEST 113.64 FEET; THENCE NORTH 78°00'00" WEST 65.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 87.00 FEET OF WHICH THE RADIUS POINT LIES NORTH 36°26'27" WEST; THENCE WESTERLY 57.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°58'33" AND A CHORD BEARING OF SOUTH 72°32'50" WEST 56.61 FEET; THENCE NORTH 88°27'19" WEST 233.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 104.01 FEET OF WHICH THE RADIUS POINT LIES NORTH 01°32'31" EAST; THENCE NORTHWESTERLY 91.38 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°20'22" AND A CHORD BEARING OF NORTH 63°17'18" WEST 88.47 FEET; THENCE SOUTH 51°00'00" WEST 103.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2045.30 FEET OF WHICH THE RADIUS POINT LIES SOUTH 57°15'06" WEST; THENCE NORTHWESTERLY 398.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°09'31" AND A CHORD BEARING OF NORTH 38°19'39" WEST 397.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 790.92 FEET OF WHICH THE RADIUS POINT LIES NORTH 86°48'03" WEST; THENCE NORTHERLY 355.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°44'25" AND A CHORD BEARING OF NORTH 09°40'15" WEST 352.34 FEET; THENCE NORTH 86°49'32" EAST 214.28 FEET; THENCE SOUTH 80°09'25" EAST 237.76 FEET; THENCE SOUTH 46°30'29" EAST 37.40 FEET; THENCE SOUTH 73°42'20" EAST 32.00 FEET; THENCE NORTH 16°17'40" EAST 187.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 516.00 FEET; THENCE NORTHERLY 40.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°32'02"; THENCE SOUTH 78°29'25" EAST 232.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 44.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 84°14'28" EAST; THENCE NORTHEASTERLY 72.09 FEET ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF 93°52'17" AND A CHORD BEARING OF NORTH 52°41'40" EAST 64.29 FEET;  
THENCE SOUTH 80°22'12" EAST 147.45 FEET TO THE POINT OF BEGINNING.

CONTAINS 13.32 ACRES, MORE OR LESS.

**EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM  
AND  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BLACK DESERT VILLAGES CONDOMINIUM**

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(Legal Description of Additional Land)

The real property referenced in the foregoing Declaration as the "Additional Land" is located in the County of Washington, State of Utah and is more particularly described as follows:

**Black Desert – Boardwalk Village Boundary Descriptions**

COMMENCING AT THE EAST ¼ CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 01°14'46" EAST 1203.85 FEET ALONG THE SECTION LINE THENCE WEST 938.37 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF SNOW CANYON PARKWAY, AND RUNNING THENCE SOUTH 43°53'13" EAST 587.06 FEET ALONG SAID RIGHT OF WAY LINE TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY 84.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°11'23" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHERLY 51.94 FEET THROUGH A CENTRAL ANGLE OF 27°03'16" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 73.00 FEET OF WHICH THE RADIUS POINT LIES NORTH 77°52'59" WEST; THENCE SOUTHWESTERLY 43.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°26'59" AND A CHORD BEARING OF SOUTH 29°20'30" WEST 43.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BLACK DESERT DRIVE; THENCE ALONG THE NORTH LINE OF SAID BLACK DESERT DRIVE THE FOLLOWING FIVE COURSES: THENCE SOUTH 46°34'00" WEST 66.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE WESTERLY 36.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 46°34'00" WEST, A DISTANCE OF 32.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 23.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 46°34'00" WEST; THENCE SOUTHERLY 36.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF SOUTH 01°34'00" WEST 32.53 FEET; THENCE SOUTH 46°34'00" WEST 302.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE WESTERLY 36.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEISKOPF WAY; THENCE ALONG SAID RIGHT OF WAY LINE OF WEISKOPF WAY THE FOLLOWING SIX COURSES: THENCE NORTH

43°26'00" WEST 36.34 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 494.00 FEET; THENCE NORTHWESTERLY 276.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°02'16"; THENCE NORTH 11°23'44" WEST 346.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 284.00 FEET; THENCE NORTHERLY 285.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°30'31"; THENCE NORTH 46°06'47" EAST 37.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 32.00 FEET; THENCE EASTERLY 50.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°51'46" TO THE POINT OF BEGINNING.

CONTAINS 7.40 ACRES, MORE OR LESS.

ALSO, INCLUDING:

BEGINNING AT THE EAST ¼ CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 01°17'15" WEST 13.49 FEET ALONG THE SECTION LINE; THENCE SOUTH 85°59'09" WEST 568.52 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF WEISKOPF WAY AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 516.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 71°00'08" WEST; THENCE NORTHWESTERLY 220.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°26'08" AND A CHORD BEARING OF NORTH 31°12'56" WEST 218.40 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 43°26'00" WEST 142.06 FEET ALONG SAID RIGHT OF WAY LINE TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE NORTHERLY 36.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BLACK DESERT DRIVE; THENCE ALONG THE SAID SOUTH RIGHT OF WAY LINE OF BLACK DESERT DRIVE THE FOLLOWING SIX COURSES: THENCE NORTH 46°34'00" EAST 302.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE EASTERLY 36.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 46°34'00" EAST, A DISTANCE OF 32.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 23.00 FEET OF WHICH THE RADIUS POINT LIES NORTH 46°34'00" EAST; THENCE NORTHERLY 36.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF NORTH 01°34'00" EAST 32.53 FEET; THENCE NORTH 46°34'00" EAST 66.12 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 73.00 FEET; THENCE NORTHEASTERLY 45.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°26'11" TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SNOW CANYON PARKWAY AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 110.00 FEET OF WHICH THE RADIUS POINT LIES NORTH 24°24'55" EAST; THENCE ALONG THE SAID RIGHT OF WAY LINE OF SNOW CANYON PARKWAY THE FOLLOWING FOUR COURSES: THENCE EASTERLY 57.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°03'01" AND A CHORD BEARING OF SOUTH 80°36'35" EAST 57.03 FEET

TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 03°55'25" EAST; THENCE EASTERLY 75.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°10'21" AND A CHORD BEARING OF SOUTH 72°20'14" EAST 73.58 FEET; THENCE SOUTH 50°30'18" EAST 695.12 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SNOW CANYON PARKWAY; THENCE SOUTH 43°12'29" WEST 169.49 FEET; THENCE NORTH 89°06'55" WEST 133.42 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.30 ACRES, MORE OR LESS.

**Black Desert – Family Village Boundary Description**

COMMENCING AT THE EAST ¼ CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 01°17'15" WEST 13.49 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING AND RUNNING THENCE SOUTH 01°17'15" WEST 52.91 FEET ALONG THE SECTION LINE TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,498.67 FEET OF WHICH THE RADIUS POINT LIES SOUTH 60°48'46" EAST; THENCE SOUTHERLY 980.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°27'59" AND A CHORD BEARING OF SOUTH 10°27'14" WEST 962.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,855.63 FEET OF WHICH THE RADIUS POINT LIES NORTH 85°28'38" WEST; THENCE SOUTHERLY 315.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°44'11" AND A CHORD BEARING OF SOUTH 09°23'27" WEST 314.95 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 88°27'56" WEST, A DISTANCE OF 488.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,045.30 FEET OF WHICH THE RADIUS POINT LIES SOUTH 62°42'34" WEST; THENCE NORTHWESTERLY 593.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°36'59" AND A CHORD BEARING OF NORTH 35°35'56" WEST 591.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 790.92 FEET OF WHICH THE RADIUS POINT LIES NORTH 86°48'03" WEST; THENCE NORTHERLY 355.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°44'25" AND A CHORD BEARING OF NORTH 09°40'15" WEST 352.34 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 86°49'32" EAST, A DISTANCE OF 214.28 FEET; THENCE SOUTH 80°09'25" EAST 237.76 FEET; THENCE SOUTH 46°30'29" EAST 37.40 FEET; THENCE SOUTH 73°42'20" EAST 32.00 FEET; THENCE NORTH 16°17'40" EAST 187.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 516.00 FEET; THENCE NORTHERLY 317.84 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'32"; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 85°59'09" EAST, A DISTANCE OF 568.52 FEET TO THE POINT OF BEGINNING.



CONTAINS 19.44 ACRES, MORE OR LESS.

LESS AND EXCEPTING THEREFROM THOSE PARCELS, UNITS, AND OTHER REAL PROPERTY DESCRIBED IN, SUBDIVIDED BY, AND PLATTED PURSUANT TO THAT CERTAIN BLACK DESERT VILLAGES CONDOMINIUMS PHASE 2A, ACCORDING TO THE OFFICIAL PLAT THEREOF ON RECORD WITH THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, UTAH.

**Red Mountain Resort – Parcel Descriptions**

**PARCEL 1 (HOTEL PARCEL):**

BEGINNING AT A POINT ON THE EASTERLY LINE OF SNOW CANYON DRIVE, SAID POINT BEING NORTH 88°44'14" WEST 199.23 FEET ALONG THE SECTION LINE NORTH 414.26 FEET FROM THE NORTH 1/4 CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 53°45'37" WEST, A RADIAL DISTANCE OF 3,500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°31'11", A DISTANCE OF 398.27 FEET; THENCE NORTH 29°43'12" EAST 76.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3,125.00 FEET; THENCE NORTHEASTERLY 272.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'00"; THENCE NORTH 24°43'12" EAST 243.66 FEET; THENCE NORTH 75°15'46" EAST 301.60 FEET; THENCE SOUTH 14°44'14" EAST 19.09 FEET; THENCE SOUTH 32°28'14" EAST 144.20 FEET; THENCE SOUTH 01°12'46" WEST 300.00 FEET; THENCE SOUTH 54°10'14" EAST 372.54 FEET; THENCE NORTH 88°47'01" WEST 116.04 FEET; THENCE SOUTH 43°53'57" WEST 134.43 FEET; THENCE SOUTH 77°28'56" WEST 141.13 FEET; THENCE NORTH 83°32'09" WEST 135.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 402.24 FEET OF WHICH THE RADIUS POINT LIES SOUTH 83°32'08" EAST; THENCE SOUTHERLY 195.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°53'55" AND A CHORD BEARING OF SOUTH 07°29'06" EAST 193.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,414.00 FEET; THENCE SOUTHERLY 67.24 FEET THROUGH A CENTRAL ANGLE OF 02°43'29"; THENCE SOUTH 18°42'35" EAST 12.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 341.45 FEET OF WHICH THE RADIUS POINT LIES SOUTH 71°17'12" WEST; THENCE SOUTHERLY 90.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'21" AND A CHORD BEARING OF SOUTH 11°07'37" EAST 90.16 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 30.40 FEET; THENCE SOUTHWESTERLY 32.62 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 61°28'48"; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 04°55'59" WEST 55.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 122.61 FEET OF WHICH THE RADIUS POINT LIES NORTH 85°03'58" WEST; THENCE SOUTHERLY 12.76 FEET

ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°57'51" AND A CHORD BEARING OF SOUTH 07°54'58" WEST 12.76 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 88°47'14" WEST 403.88 FEET; THENCE NORTH 49°19'14" WEST 414.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.87 ACRES, MORE OR LESS.

PARCEL 2 (PARKING LOT PARCEL):

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY OF SNOW CANYON PARKWAY AS SHOWN ON THE OFFICIAL PLAT THEREOF, SAID POINT BEING LOCATED SOUTH 88°42'41" EAST 122.91 FEET ALONG THE SECTION LINE; THENCE NORTH 00°00'28" WEST 38.80 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE NORTH 04°02'44" WEST 112.94 FEET; THENCE SOUTH 88°47'14" EAST 403.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 122.61 FEET OF WHICH THE RADIUS POINT LIES NORTH 79°06'06" WEST; THENCE SOUTHERLY 1.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'29" AND A CHORD BEARING OF SOUTH 11°09'08" WEST 1.09 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 428.17 FEET; THENCE SOUTHERLY 95.62 FEET ALONG THE ARC WITH A CENTRAL ANGLE OF 12°47'44"; THENCE SOUTH 24°12'06" WEST 20.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 44.72 FEET OF WHICH THE RADIUS POINT LIES NORTH 65°48'19" WEST; THENCE SOUTHWESTERLY 44.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°54'36" AND A CHORD BEARING OF SOUTH 52°38'59" WEST 42.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 540.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 18°47'19" WEST; THENCE WESTERLY 165.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°30'47" AND A CHORD BEARING OF NORTH 79°58'05" WEST 164.42 FEET; THENCE NORTH 88°43'29" WEST 162.34 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.03 ACRES, MORE OR LESS.

PARCEL 3 (CONDOMINIUM UNITS):

UNITS V1, W1, W2, W3 AND Y2, CONTAINED WITHIN THE CONDOMINIUMS AT RED MOUNTAIN, PHASE II AMENDED, AS THE SAME IS IDENTIFIED IN THE PLAT FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, UTAH, ON NOVEMBER 16, 2004 AS ENTRY NO. 911209 IN BOOK 1688 OF PLATS AT PAGE 183 AND IN THE DECLARATION RECORDED AS ENTRY NO. 911210 IN BOOK 1688 AT PAGE 184 (AS SAID DECLARATION MAY HAVE BEEN SUBSEQUENTLY RESTATED, AMENDED AND/OR SUPPLEMENTED).

TOGETHER WITH THE APPURTENANT UNDIVIDED OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES DEFINED UNDER SAID DECLARATION (AS SAID DECLARATION MAY HAVE BEEN SUBSEQUENTLY RESTATED, AMENDED AND/OR SUPPLEMENTED).

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND IDENTIFIED AS THE "CONTRACTION PARCEL" IN THAT CERTAIN WITHDRAWAL AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE CONDOMINIUMS AT RED MOUNTAIN A CONDOMINIUM DEVELOPMENT (TO DEANNEX AND WITHDRAW A PORTION OF PHASE II OF THE PROJECT AND RELATED IMPROVEMENTS ASSOCIATED WITH THAT PORTION OF PHASE II), RECORDED DECEMBER 31, 2008 AS ENTRY NO. 20080049226, OFFICIAL RECORDS.

PARCEL 4:

THE FOLLOWING DESCRIBED PARCEL OF LAND IDENTIFIED AS THE "CONTRACTION PARCEL" IN THAT CERTAIN WITHDRAWAL AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE CONDOMINIUMS AT RED MOUNTAIN A CONDOMINIUM DEVELOPMENT (TO DEANNEX AND WITHDRAW A PORTION OF PHASE II OF THE PROJECT AND RELATED IMPROVEMENTS ASSOCIATED WITH THAT PORTION OF PHASE II), RECORDED DECEMBER 31, 2008, AS ENTRY NO. 20080049226, OFFICIAL RECORDS, TO-WIT:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE CONDOMINIUMS AT RED MOUNTAIN, PHASE 2, AMENDED, SAID POINT BEING SOUTH 88°42'41" EAST 1,015.76 FEET ALONG THE SECTION LINE AND NORTH 152.35 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE, THENCE NORTH 01°12'59" EAST 128.93 FEET; THENCE NORTH 87°10'10" WEST 19.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET OF WHICH THE RADIUS POINT LIES NORTH 84°53'43" WEST; THENCE NORTHWESTERLY 71.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°40'48" AND A CHORD BEARING OF NORTH 40°14'07" WEST 64.02 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 20°29'48" WEST 240.58 FEET; THENCE SOUTH 69°30'12" WEST 73.42 FEET; THENCE NORTH 84°12'35" WEST 83.72 FEET; THENCE SOUTH 79°38'00" WEST 75.81 FEET; THENCE SOUTH 28°36'42" WEST 52.94 FEET; THENCE NORTH 61°23'18" WEST 54.95 FEET; THENCE SOUTH 57°01'52" WEST 73.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT, HAVING A RADIUS OF 372.24 FEET OF WHICH THE RADIUS POINT LIES NORTH 73°51'06" EAST; THENCE NORTHERLY 146.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°36'45" AND A CHORD BEARING OF NORTH 04°50'31" WEST 145.96 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 83°32'09" EAST 105.73 FEET; THENCE NORTH 77°28'56" EAST 141.13 FEET; THENCE NORTH 43°53'57" EAST 134.43 FEET;

THENCE SOUTH 88°47'01" EAST 294.62 FEET; THENCE SOUTH 39°59'59" EAST 499.38 FEET; THENCE SOUTH 01°13'10" WEST 194.35 FEET; THENCE NORTH 88°47'01" WEST 431.45 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.43 ACRES, MORE OR LESS.

(SAID CONTRACTION PARCEL INCLUDES, BUT IS NOT LIMITED TO, PORTIONS IDENTIFIED AND DELINEATED AS UNITS O1, O2, O3, O4, P1, P2, P3, P4, Q1, Q2, Q3, Q4, R1, R2, R3, R4, S1, S2, S3, S4, T1, T2, T3, T4, U1, U2, U3, AND U4 ON THE PLAT OF THE CONDOMINIUMS AT RED MOUNTAIN, PHASE II AMENDED, FILED FOR RECORD NOVEMBER 16, 2004 AS ENTRY NO. 911209 IN BOOK 1688 AT PAGE 183, OFFICIAL RECORDS.)

PARCEL 5 (TRIANGLE PARCEL):

BEGINNING AT A POINT WHICH LIES SOUTH 88°42'41" EAST 1,443.97 FEET ALONG THE SECTION LINE AND THENCE NORTH 01°13'10" EAST 347.21 FEET ALONG THE SIXTEENTH SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 40°00'00" WEST 499.39 FEET; THENCE NORTH 88°47'01" WEST 178.58 FEET; THENCE NORTH 54°10'14" WEST 372.54 FEET; THENCE NORTH 01°12'46" EAST 300.00 FEET; THENCE NORTH 32°28'14" WEST 144.20 FEET; THENCE NORTH 14°44'14" WEST 291.20 FEET; THENCE NORTH 01°12'46" EAST 82.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SNOW CANYON DRIVE, SAID POINT BEING ALSO ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,263.45 FEET OF WHICH THE RADIUS POINT LIES SOUTH 53°22'36" EAST; THENCE NORTHEASTERLY 203.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°14'41" AND A CHORD BEARING OF NORTH 41°14'45" EAST 203.64 FEET; THENCE NORTH 45°52'05" EAST 1,200.12 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 01°13'32" WEST 94.19 FEET; THENCE SOUTH 01°13'10" WEST 2,284.89 FEET ALONG THE SIXTEENTH SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 31.97 ACRES, MORE OR LESS.

**Assigned Tax Parcel I-6-2-4-141-BD1 (Black Desert Golf Course Parcel)**

BEGINNING AT A POINT ON THE SECTION LINE OF SECTION 4, SAID POINT BEING NORTH 1°17'15" EAST 1329.40 FEET ALONG THE SECTION LINE AND NORTH 88°27'56" WEST 687.10 FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°27'56" WEST 2087.45 FEET; THENCE NORTH 88°56'23" WEST 1329.94 FEET; TO THE WEST 1/16<sup>TM</sup> LINE OF SECTION 4; THENCE ALONG THE 1/16<sup>TM</sup> LINE NORTH 00° 30' 58" EAST 2539.19 FEET; THENCE LEAVING THE WEST 1/16<sup>TM</sup>

LINE SOUTH 88° 46' 57" EAST 1868.78 FEET TO A 655.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 402.80 FEET THROUGH A CENTRAL ANGLE OF 35° 14' 06" TO A POINT ON THE SOUTHERLY LINE OF SECTIONAL LOT I OF SAID SECTION 4; THENCE ALONG SAID SECTIONAL LOT LINE SOUTH 88° 46' 57" EAST 205.20 FEET TO A POINT ON THE ARC OF A 457.31 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 55° 35' 45" EAST); THENCE ALONG THE ARC OF SAID CURVE 806.09 FEET THROUGH A CENTRAL ANGLE OF 100° 59' 43"; THENCE NORTH 25° 27' 55" EAST 215.30 FEET TO A POINT ON THE ARC OF A 402.24 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS SOUTH 35° 39' 32" WEST); THENCE ALONG THE ARC OF SAID CURVE 708.63 FEET THROUGH A CENTRAL ANGLE OF 100° 56' 13" TO A POINT ON THE ARC OF A 292.10 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 19° 39' 00" EAST); THENCE ALONG THE ARC OF SAID CURVE 816.97 FEET THROUGH A CENTRAL ANGLE OF 160° 15' 00" TO A POINT ON THE ARC OF A 790.92 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS SOUTH 51 ° 29' 33" WEST); THENCE ALONG THE ARC OF SAID CURVE 575.73 FEET THROUGH A CENTRAL ANGLE OF 41° 42' 25" TO A POINT ON THE ARC OF A 2045.30 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS SOUTH 46° 05' 35" WEST); THENCE ALONG THE ARC OF SAID CURVE 593.58 FEET THROUGH A CENTRAL ANGLE OF 16 ° 37' 41" TO THE POINT OF BEGINNING.

CONTAINING 166.70 ACRES, MORE OR LESS

BEGINNING AT A POINT ON THE NORTH 1/16TH LINE OF SECTION 4, AND ON A 655.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 34°01'03" WEST), SAID POINT BEING NORTH 88°22'39" WEST 1804.81 FEET ALONG THE SECTION LINE AND NORTH 00° 00' 00" EAST 3988.05 FEET FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE ARC OF SAID CURVE 402.80 FEET THROUGH A CENTRAL ANGLE OF 35° 14' 06"; THENCE NORTH 88° 46' 57" WEST 1868.78 FEET, MORE OR LESS, TO THE WEST 1/16TH LINE OF SECTION 4; THENCE ALONG THE WEST 1/16<sup>m</sup> LINE NORTH 00° 30' 58" EAST 120.01 FEET, MORE OR LESS, TO THE NORTH 1/16TH LINE; THENCE ALONG THE NORTH 1/16TH LINE SOUTH 88° 46' 57" EAST 2248.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ALL OF THOSE LOTS, PARCELS, AND OTHER REAL PROPERTY DESCRIBED IN, SUBDIVIDED BY, AND PLATTED PURSUANT TO THAT CERTAIN BLACK DESERT NORTH VILLAGE SUBDIVISION PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON RECORD WITH THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, UTAH.

**EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM  
AND  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BLACK DESERT VILLAGES CONDOMINIUM**

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(Allocated Interest)

*[See Attached Spreadsheet]*

Area	Building	Room #	Sq. Ft. (Plat)	Unit Type	Par Value	Votes (or Points)	Allocated Interest
GV	A	1101	1,076	Residential	1.00	1,076	0.08%
GV	A	1102	1,007	Residential	1.00	1,007	0.07%
GV	A	1103	1,007	Residential	1.00	1,007	0.07%
GV	A	1104	1,007	Residential	1.00	1,007	0.07%
GV	A	1105	1,007	Residential	1.00	1,007	0.07%
GV	A	1106	1,076	Residential	1.00	1,076	0.08%
GV	A	2101	1,076	Residential	1.00	1,076	0.08%
GV	A	2102	1,007	Residential	1.00	1,007	0.07%
GV	A	2103	1,007	Residential	1.00	1,007	0.07%
GV	A	2104	1,007	Residential	1.00	1,007	0.07%
GV	A	2105	1,007	Residential	1.00	1,007	0.07%
GV	A	2106	1,076	Residential	1.00	1,076	0.08%
GV	B	1107	1,076	Residential	1.00	1,076	0.08%
GV	B	1108	1,000	Residential	1.00	1,000	0.07%
GV	B	1109	1,007	Residential	1.00	1,007	0.07%
GV	B	1110	1,007	Residential	1.00	1,007	0.07%
GV	B	1111	1,007	Residential	1.00	1,007	0.07%
GV	B	1112	1,007	Residential	1.00	1,007	0.07%
GV	B	1113	1,007	Residential	1.00	1,007	0.07%
GV	B	1114	1,007	Residential	1.00	1,007	0.07%
GV	B	1115	1,004	Residential	1.00	1,004	0.07%
GV	B	1116	1,076	Residential	1.00	1,076	0.08%
GV	B	2107	1,076	Residential	1.00	1,076	0.08%
GV	B	2108	1,000	Residential	1.00	1,000	0.07%
GV	B	2109	1,007	Residential	1.00	1,007	0.07%
GV	B	2110	1,007	Residential	1.00	1,007	0.07%
GV	B	2111	1,007	Residential	1.00	1,007	0.07%
GV	B	2112	1,007	Residential	1.00	1,007	0.07%
GV	B	2113	1,007	Residential	1.00	1,007	0.07%
GV	B	2114	1,007	Residential	1.00	1,007	0.07%
GV	B	2115	1,004	Residential	1.00	1,004	0.07%
GV	B	2116	1,076	Residential	1.00	1,076	0.08%
GV		GV1	222,128	Elevated Outdoor Unit	0.75	166,596	12.01%
GV	C	1141	1,007	Residential	1.00	1,007	0.07%
GV	C	1142	1,004	Residential	1.00	1,004	0.07%
GV	C	1143	1,079	Residential	1.00	1,079	0.08%
GV	C	1144	1,079	Residential	1.00	1,079	0.08%
GV	C	1145	1,007	Residential	1.00	1,007	0.07%
GV	C	1146	1,010	Residential	1.00	1,010	0.07%
GV	C	1147	1,010	Residential	1.00	1,010	0.07%
GV	C	1148	1,007	Residential	1.00	1,007	0.07%
GV	C	1149	1,079	Residential	1.00	1,079	0.08%
GV	C	2141	1,007	Residential	1.00	1,007	0.07%
GV	C	2142	1,004	Residential	1.00	1,004	0.07%
GV	C	2143	1,079	Residential	1.00	1,079	0.08%
GV	C	2144	1,079	Residential	1.00	1,079	0.08%
GV	C	2145	1,007	Residential	1.00	1,007	0.07%
GV	C	2146	1,010	Residential	1.00	1,010	0.07%
GV	C	2147	1,010	Residential	1.00	1,010	0.07%
GV	C	2148	1,007	Residential	1.00	1,007	0.07%
GV	C	2149	1,079	Residential	1.00	1,079	0.08%
GV	D	1130	2,137	Residential	1.00	2,137	0.15%
GV	D	1131	2,138	Residential	1.00	2,138	0.15%
GV	D	1132	1,007	Residential	1.00	1,007	0.07%
GV	D	1133	1,007	Residential	1.00	1,007	0.07%
GV	D	1134	1,009	Residential	1.00	1,009	0.07%
GV	D	1135	1,005	Residential	1.00	1,005	0.07%
GV	D	1136	1,079	Residential	1.00	1,079	0.08%
GV	D	2130	2,137	Residential	1.00	2,137	0.15%
GV	D	2131	2,138	Residential	1.00	2,138	0.15%

GV	D	2132	1,007	Residential	1.00	1,007	0.07%
GV	D	2133	1,007	Residential	1.00	1,007	0.07%
GV	D	2134	1,009	Residential	1.00	1,009	0.07%
GV	D	2135	1,005	Residential	1.00	1,005	0.07%
GV	D	2136	1,079	Residential	1.00	1,079	0.08%
GV	E	1117	1,076	Residential	1.00	1,076	0.08%
GV	E	1118	1,007	Residential	1.00	1,007	0.07%
GV	E	1119	1,007	Residential	1.00	1,007	0.07%
GV	E	1120	1,007	Residential	1.00	1,007	0.07%
GV	E	1121	1,000	Residential	1.00	1,000	0.07%
GV	E	1122	1,076	Residential	1.00	1,076	0.08%
GV	E	1123	2,137	Residential	1.00	2,137	0.15%
GV	E	1124	2,137	Residential	1.00	2,137	0.15%
GV	E	1125	1,007	Residential	1.00	1,007	0.07%
GV	E	1126	1,007	Residential	1.00	1,007	0.07%
GV	E	1127	1,005	Residential	1.00	1,005	0.07%
GV	E	1128	1,009	Residential	1.00	1,009	0.07%
GV	E	1129	1,079	Residential	1.00	1,079	0.08%
GV	E	2117	1,076	Residential	1.00	1,076	0.08%
GV	E	2118	1,007	Residential	1.00	1,007	0.07%
GV	E	2119	1,007	Residential	1.00	1,007	0.07%
GV	E	2120	1,007	Residential	1.00	1,007	0.07%
GV	E	2121	1,000	Residential	1.00	1,000	0.07%
GV	E	2122	1,076	Residential	1.00	1,076	0.08%
GV	E	2123	2,137	Residential	1.00	2,137	0.15%
GV	E	2124	2,137	Residential	1.00	2,137	0.15%
GV	E	2125	1,007	Residential	1.00	1,007	0.07%
GV	E	2126	1,007	Residential	1.00	1,007	0.07%
GV	E	2127	1,005	Residential	1.00	1,005	0.07%
GV	E	2128	1,009	Residential	1.00	1,009	0.07%
GV	E	2129	1,079	Residential	1.00	1,079	0.08%
GV	Putting Course	GV2	114,736	Outdoor	0.10	11,474	0.83%
GV	Building C Outdoor	GV3	1,802	Outdoor	0.10	180	0.01%
GV	Outdoor Trailhead Unit	GV4	20,367	Outdoor	0.10	2,037	0.15%
GV	Brine Tank	1196	957	Commercial	1.00	957	0.07%
GV	Demarcation Room	1197	140	Commercial	1.00	140	0.01%
GV		GV5	47,451	Elevated Outdoor Unit	0.75	35,588	2.56%
GV	Club 73	1140	1,351	Hotel	1.00	1,351	0.10%
GV	F	1150	654	Residential	1.00	654	0.05%
GV	F	1151	654	Residential	1.00	654	0.05%
GV	F	1152	653	Residential	1.00	653	0.05%
GV	F	1153	650	Residential	1.00	650	0.05%
GV	F	1154	653	Residential	1.00	653	0.05%
GV	F	1155	660	Residential	1.00	660	0.05%
GV	F	1156	744	Residential	1.00	744	0.05%
GV	F	1157	746	Residential	1.00	746	0.05%
GV	F	1158	744	Residential	1.00	744	0.05%
GV	F	1159	1,487	Residential	1.00	1,487	0.11%
GV	F	1160	743	Residential	1.00	743	0.05%
GV	F	1161	744	Residential	1.00	744	0.05%
GV	F	1162	653	Residential	1.00	653	0.05%
GV	F	1163	653	Residential	1.00	653	0.05%
GV	F	1164	653	Residential	1.00	653	0.05%
GV	F	1165	1,362	Residential	1.00	1,362	0.10%
GV	F	1166	654	Residential	1.00	654	0.05%
GV	F	2150	654	Residential	1.00	654	0.05%
GV	F	2151	654	Residential	1.00	654	0.05%
GV	F	2152	653	Residential	1.00	653	0.05%
GV	F	2153	650	Residential	1.00	650	0.05%
GV	F	2154	653	Residential	1.00	653	0.05%
GV	F	2155	660	Residential	1.00	660	0.05%



GV	F	2156	744	Residential	1.00	744	0.05%
GV	F	2157	746	Residential	1.00	746	0.05%
GV	F	2158	744	Residential	1.00	744	0.05%
GV	F	2159	1,487	Residential	1.00	1,487	0.11%
GV	F	2160	743	Residential	1.00	743	0.05%
GV	F	2161	744	Residential	1.00	744	0.05%
GV	F	2162	653	Residential	1.00	653	0.05%
GV	F	2163	653	Residential	1.00	653	0.05%
GV	F	2164	653	Residential	1.00	653	0.05%
GV	F	2165	1,362	Residential	1.00	1,362	0.10%
GV	F	2166	654	Residential	1.00	654	0.05%
GV	G	1167	1,171	Residential	1.00	1,171	0.08%
GV	G	1168	1,153	Residential	1.00	1,153	0.08%
GV	G	1169	1,053	Residential	1.00	1,053	0.08%
GV	G	1170	1,049	Residential	1.00	1,049	0.08%
GV	G	1171	1,176	Residential	1.00	1,176	0.08%
GV	G	1172	1,133	Residential	1.00	1,133	0.08%
GV	G	1173	1,053	Residential	1.00	1,053	0.08%
GV	G	1174	1,052	Residential	1.00	1,052	0.08%
GV	G	1175	1,169	Residential	1.00	1,169	0.08%
GV	G	1176	1,136	Residential	1.00	1,136	0.08%
GV	G	2167	1,171	Residential	1.00	1,171	0.08%
GV	G	2168	1,153	Residential	1.00	1,153	0.08%
GV	G	2169	1,053	Residential	1.00	1,053	0.08%
GV	G	2170	1,049	Residential	1.00	1,049	0.08%
GV	G	2171	1,176	Residential	1.00	1,176	0.08%
GV	G	2172	1,133	Residential	1.00	1,133	0.08%
GV	G	2173	1,053	Residential	1.00	1,053	0.08%
GV	G	2174	1,052	Residential	1.00	1,052	0.08%
GV	G	2175	1,169	Residential	1.00	1,169	0.08%
GV	G	2176	1,136	Residential	1.00	1,136	0.08%
GV	H	1177	1,363	Residential	1.00	1,363	0.10%
GV	H	1178	652	Residential	1.00	652	0.05%
GV	H	1180	652	Residential	1.00	652	0.05%
GV	H	1181	652	Residential	1.00	652	0.05%
GV	H	1182	652	Residential	1.00	652	0.05%
GV	H	1183	749	Residential	1.00	749	0.05%
GV	H	1184	743	Residential	1.00	743	0.05%
GV	H	1185	1,488	Residential	1.00	1,488	0.11%
GV	H	1186	742	Residential	1.00	742	0.05%
GV	H	1187	743	Residential	1.00	743	0.05%
GV	H	1188	742	Residential	1.00	742	0.05%
GV	H	1189	652	Residential	1.00	652	0.05%
GV	H	1190	652	Residential	1.00	652	0.05%
GV	H	1191	652	Residential	1.00	652	0.05%
GV	H	1192	652	Residential	1.00	652	0.05%
GV	H	1193	652	Residential	1.00	652	0.05%
GV	H	1194	652	Residential	1.00	652	0.05%
GV	H	2177	1,363	Residential	1.00	1,363	0.10%
GV	H	2178	652	Residential	1.00	652	0.05%
GV	H	2180	652	Residential	1.00	652	0.05%
GV	H	2181	652	Residential	1.00	652	0.05%
GV	H	2182	652	Residential	1.00	652	0.05%
GV	H	2183	749	Residential	1.00	749	0.05%
GV	H	2184	743	Residential	1.00	743	0.05%
GV	H	2185	1,488	Residential	1.00	1,488	0.11%
GV	H	2186	742	Residential	1.00	742	0.05%
GV	H	2187	743	Residential	1.00	743	0.05%
GV	H	2188	742	Residential	1.00	742	0.05%
GV	H	2189	652	Residential	1.00	652	0.05%
GV	H	2190	652	Residential	1.00	652	0.05%

GV	H	2191	652	Residential	1.00	652	0.05%
GV	H	2192	652	Residential	1.00	652	0.05%
GV	H	2193	652	Residential	1.00	652	0.05%
GV	H	2194	652	Residential	1.00	652	0.05%
FV	B	1801	1,608	Residential	1.00	1,608	0.12%
FV	B	1802	623	Residential	1.00	623	0.04%
FV	B	1803	1,608	Residential	1.00	1,608	0.12%
FV	B	1804	1,218	Residential	1.00	1,218	0.09%
FV	B	1805	1,218	Residential	1.00	1,218	0.09%
FV	B	1806	1,608	Residential	1.00	1,608	0.12%
FV	B	1807	627	Residential	1.00	627	0.05%
FV	B	1808	1,608	Residential	1.00	1,608	0.12%
FV	B	1809	1,218	Residential	1.00	1,218	0.09%
FV	B	1810	1,218	Residential	1.00	1,218	0.09%
FV	B	2801	1,608	Residential	1.00	1,608	0.12%
FV	B	2802	623	Residential	1.00	623	0.04%
FV	B	2803	1,608	Residential	1.00	1,608	0.12%
FV	B	2804	1,218	Residential	1.00	1,218	0.09%
FV	B	2805	1,218	Residential	1.00	1,218	0.09%
FV	B	2806	1,608	Residential	1.00	1,608	0.12%
FV	B	2807	627	Residential	1.00	627	0.05%
FV	B	2808	1,608	Residential	1.00	1,608	0.12%
FV	B	2809	1,218	Residential	1.00	1,218	0.09%
FV	B	2810	1,218	Residential	1.00	1,218	0.09%
FV	C	1811	1,403	Residential	1.00	1,403	0.10%
FV	C	1812	1,005	Residential	1.00	1,005	0.07%
FV	C	1813	1,646	Residential	1.00	1,646	0.12%
FV	C	1814	1,644	Residential	1.00	1,644	0.12%
FV	C	1815	1,008	Residential	1.00	1,008	0.07%
FV	C	1816	1,369	Residential	1.00	1,369	0.10%
FV	C	1817	642	Residential	1.00	642	0.05%
FV	C	2811	1,403	Residential	1.00	1,403	0.10%
FV	C	2812	1,005	Residential	1.00	1,005	0.07%
FV	C	2813	1,646	Residential	1.00	1,646	0.12%
FV	C	2814	1,644	Residential	1.00	1,644	0.12%
FV	C	2815	1,008	Residential	1.00	1,008	0.07%
FV	C	2816	1,369	Residential	1.00	1,369	0.10%
FV	C	2817	642	Residential	1.00	642	0.05%
FV	D	1818	1,398	Residential	1.00	1,398	0.10%
FV	D	1819	1,009	Residential	1.00	1,009	0.07%
FV	D	1820	1,654	Residential	1.00	1,654	0.12%
FV	D	1821	1,653	Residential	1.00	1,653	0.12%
FV	D	1822	1,009	Residential	1.00	1,009	0.07%
FV	D	1823	1,381	Residential	1.00	1,381	0.10%
FV	D	1824	638	Residential	1.00	638	0.05%
FV	D	2818	1,398	Residential	1.00	1,398	0.10%
FV	D	2819	1,009	Residential	1.00	1,009	0.07%
FV	D	2820	1,654	Residential	1.00	1,654	0.12%
FV	D	2821	1,653	Residential	1.00	1,653	0.12%
FV	D	2822	1,009	Residential	1.00	1,009	0.07%
FV	D	2823	1,381	Residential	1.00	1,381	0.10%
FV	D	2824	638	Residential	1.00	638	0.05%
FV	E	1825	1,653	Residential	1.00	1,653	0.12%
FV	E	1826	1,009	Residential	1.00	1,009	0.07%
FV	E	1827	1,383	Residential	1.00	1,383	0.10%
FV	E	1828	637	Residential	1.00	637	0.05%
FV	E	1829	1,395	Residential	1.00	1,395	0.10%
FV	E	1830	1,009	Residential	1.00	1,009	0.07%
FV	E	1831	1,654	Residential	1.00	1,654	0.12%
FV	E	2825	1,653	Residential	1.00	1,653	0.12%
FV	E	2826	1,009	Residential	1.00	1,009	0.07%

FV	E	2827	1,383	Residential	1.00	1,383	0.10%
FV	E	2828	637	Residential	1.00	637	0.05%
FV	E	2829	1,395	Residential	1.00	1,395	0.10%
FV	E	2830	1,009	Residential	1.00	1,009	0.07%
FV	E	2831	1,654	Residential	1.00	1,654	0.12%
FV	F	1832	1,648	Residential	1.00	1,648	0.12%
FV	F	1833	1,651	Residential	1.00	1,651	0.12%
FV	F	1834	1,002	Residential	1.00	1,002	0.07%
FV	F	1835	1,371	Residential	1.00	1,371	0.10%
FV	F	1836	630	Residential	1.00	630	0.05%
FV	F	1837	1,387	Residential	1.00	1,387	0.10%
FV	F	1838	1,005	Residential	1.00	1,005	0.07%
FV	F	2832	1,648	Residential	1.00	1,648	0.12%
FV	F	2833	1,651	Residential	1.00	1,651	0.12%
FV	F	2834	1,002	Residential	1.00	1,002	0.07%
FV	F	2835	1,371	Residential	1.00	1,371	0.10%
FV	F	2836	630	Residential	1.00	630	0.05%
FV	F	2837	1,387	Residential	1.00	1,387	0.10%
FV	F	2838	1,005	Residential	1.00	1,005	0.07%
FV	G	1839	1,376	Residential	1.00	1,376	0.10%
FV	G	1840	1,371	Residential	1.00	1,371	0.10%
FV	G	1841	642	Residential	1.00	642	0.05%
FV	G	1842	1,645	Residential	1.00	1,645	0.12%
FV	G	1843	1,201	Residential	1.00	1,201	0.09%
FV	G	1844	1,201	Residential	1.00	1,201	0.09%
FV	G	1845	1,645	Residential	1.00	1,645	0.12%
FV	G	1846	638	Residential	1.00	638	0.05%
FV	G	2839	1,376	Residential	1.00	1,376	0.10%
FV	G	2840	1,371	Residential	1.00	1,371	0.10%
FV	G	2841	642	Residential	1.00	642	0.05%
FV	G	2842	1,645	Residential	1.00	1,645	0.12%
FV	G	2843	1,201	Residential	1.00	1,201	0.09%
FV	G	2844	1,201	Residential	1.00	1,201	0.09%
FV	G	2845	1,645	Residential	1.00	1,645	0.12%
FV	G	2846	638	Residential	1.00	638	0.05%
FV	H	1847	1,650	Residential	1.00	1,650	0.12%
FV	H	1848	1,645	Residential	1.00	1,645	0.12%
FV	H	1849	1,358	Residential	1.00	1,358	0.10%
FV	H	1850	611	Residential	1.00	611	0.04%
FV	H	1851	1,358	Residential	1.00	1,358	0.10%
FV	H	2847	1,650	Residential	1.00	1,650	0.12%
FV	H	2848	1,645	Residential	1.00	1,645	0.12%
FV	H	2849	1,358	Residential	1.00	1,358	0.10%
FV	H	2850	611	Residential	1.00	611	0.04%
FV	H	2851	1,358	Residential	1.00	1,358	0.10%
FV	I	1852	1,376	Residential	1.00	1,376	0.10%
FV	I	1853	1,376	Residential	1.00	1,376	0.10%
FV	I	1854	1,647	Residential	1.00	1,647	0.12%
FV	I	1855	1,647	Residential	1.00	1,647	0.12%
FV	I	2852	1,376	Residential	1.00	1,376	0.10%
FV	I	2853	1,376	Residential	1.00	1,376	0.10%
FV	I	2854	1,647	Residential	1.00	1,647	0.12%
FV	I	2855	1,647	Residential	1.00	1,647	0.12%
FV	J	1856	1,015	Residential	1.00	1,015	0.07%
FV	J	1857	1,013	Residential	1.00	1,013	0.07%
FV	J	1858	1,018	Residential	1.00	1,018	0.07%
FV	J	1859	1,016	Residential	1.00	1,016	0.07%
FV	J	2856	1,015	Residential	1.00	1,015	0.07%
FV	J	2857	1,013	Residential	1.00	1,013	0.07%
FV	J	2858	1,018	Residential	1.00	1,018	0.07%
FV	J	2859	1,016	Residential	1.00	1,016	0.07%

FV	K	1860	1,593	Residential	1.00	1,593	0.11%
FV	K	1861	1,004	Residential	1.00	1,004	0.07%
FV	K	1862	1,376	Residential	1.00	1,376	0.10%
FV	K	1863	668	Residential	1.00	668	0.05%
FV	K	1864	1,422	Residential	1.00	1,422	0.10%
FV	K	1865	1,005	Residential	1.00	1,005	0.07%
FV	K	1866	1,593	Residential	1.00	1,593	0.11%
FV	K	2860	1,593	Residential	1.00	1,593	0.11%
FV	K	2861	1,004	Residential	1.00	1,004	0.07%
FV	K	2862	1,376	Residential	1.00	1,376	0.10%
FV	K	2863	668	Residential	1.00	668	0.05%
FV	K	2864	1,422	Residential	1.00	1,422	0.10%
FV	K	2865	1,005	Residential	1.00	1,005	0.07%
FV	K	2866	1,593	Residential	1.00	1,593	0.11%
FV	L	1867	1,418	Residential	1.00	1,418	0.10%
FV	L	1868	1,005	Residential	1.00	1,005	0.07%
FV	L	1869	1,594	Residential	1.00	1,594	0.11%
FV	L	1870	1,594	Residential	1.00	1,594	0.11%
FV	L	1871	1,005	Residential	1.00	1,005	0.07%
FV	L	1872	1,372	Residential	1.00	1,372	0.10%
FV	L	1873	664	Residential	1.00	664	0.05%
FV	L	2867	1,418	Residential	1.00	1,418	0.10%
FV	L	2868	1,005	Residential	1.00	1,005	0.07%
FV	L	2869	1,594	Residential	1.00	1,594	0.11%
FV	L	2870	1,594	Residential	1.00	1,594	0.11%
FV	L	2871	1,005	Residential	1.00	1,005	0.07%
FV	L	2872	1,372	Residential	1.00	1,372	0.10%
FV	L	2873	664	Residential	1.00	664	0.05%
FV	M	1882	1,489	Residential	1.00	1,489	0.11%
FV	M	1884	1,493	Residential	1.00	1,493	0.11%
FV	M	1886	1,493	Residential	1.00	1,493	0.11%
FV	M	1888	1,493	Residential	1.00	1,493	0.11%
FV	M	2882	1,006	Residential	1.00	1,006	0.07%
FV	M	2883	463	Bunk Room Unit	1.00	463	0.03%
FV	M	2884	1,010	Residential	1.00	1,010	0.07%
FV	M	2885	463	Bunk Room Unit	1.00	463	0.03%
FV	M	2886	1,010	Residential	1.00	1,010	0.07%
FV	M	2887	463	Bunk Room Unit	1.00	463	0.03%
FV	M	2888	1,010	Residential	1.00	1,010	0.07%
FV	M	2889	463	Bunk Room Unit	1.00	463	0.03%
FV	N	1875	1,501	Residential	1.00	1,501	0.11%
FV	N	1877	1,501	Residential	1.00	1,501	0.11%
FV	N	1879	1,499	Residential	1.00	1,499	0.11%
FV	N	1881	1,501	Residential	1.00	1,501	0.11%
FV	N	2874	465	Bunk Room Unit	1.00	465	0.03%
FV	N	2875	1,013	Residential	1.00	1,013	0.07%
FV	N	2876	465	Bunk Room Unit	1.00	465	0.03%
FV	N	2877	1,013	Residential	1.00	1,013	0.07%
FV	N	2878	463	Bunk Room Unit	1.00	463	0.03%
FV	N	2879	1,013	Residential	1.00	1,013	0.07%
FV	N	2880	465	Bunk Room Unit	1.00	465	0.03%
FV	N	2881	1,013	Residential	1.00	1,013	0.07%
FV		FV1	236,095	Elevated Outdoor Unit	0.75	177,071	12.76%
BV	South Garage P2	S001	176,220	Underground Parking	0.50	88,110	6.35%
BV	South Garage P2	S004	51	Storage	1.00	51	0.00%
BV	South Garage P2	S005	80	Storage	1.00	80	0.01%
BV	South Garage P2	S006	81	Storage	1.00	81	0.01%
BV	South Garage P1	S101	178,888	Underground Parking	0.50	89,444	6.45%
BV	South Garage P1	S102	348	Storage	1.00	348	0.03%
BV	South Garage P1	S103	33	Storage	1.00	33	0.00%
BV	South Garage P1	S104	33	Storage	1.00	33	0.00%

BV	South Garage P1	S105	377	Storage	1.00	377	0.03%
BV	South Garage P1	S106	441	Storage	1.00	441	0.03%
BV	South Garage P1	S107	40	Storage	1.00	40	0.00%
BV	South Garage P1	S108	132	Storage	1.00	132	0.01%
BV	South Garage P1	S109	422	Storage	1.00	422	0.03%
BV	South Garage P1	S110	37	Storage	1.00	37	0.00%
BV	South Garage P1	S111	9,073	Hotel Lodging	1.00	9,073	0.65%
BV	South Garage P1	S112	250	Storage	1.00	250	0.02%
BV	South Garage P1	S113	130	Storage	1.00	130	0.01%
BV	South Garage P1	S114	51	Storage	1.00	51	0.00%
BV	South Garage P1	S115	80	Storage	1.00	80	0.01%
BV	South Garage P1	S116	80	Storage	1.00	80	0.01%
BV	South Garage P1	S117	69	Storage	1.00	69	0.00%
BV	South Garage P1	S118	78	Storage	1.00	78	0.01%
BV	South Garage P1	S119	47	Storage	1.00	47	0.00%
BV	South Garage P1	S120	49	Storage	1.00	49	0.00%
BV	North Garage P1	N101	158,183	Underground Parking	0.50	79,092	5.70%
BV	North Garage P1	N102	302	Storage	1.00	302	0.02%
BV	North Garage P1	N103	107	Storage	1.00	107	0.01%
BV	North Garage P1	N104	60	Storage	1.00	60	0.00%
BV	North Garage P1	N105	776	Storage	1.00	776	0.06%
BV	North Garage P1	N106	212	Storage	1.00	212	0.02%
BV	North Garage P1	N107	41	Storage	1.00	41	0.00%
BV	North Garage P1	N108	420	Storage	1.00	420	0.03%
BV	North Garage P1	N109	16	Storage	1.00	16	0.00%
BV	North Garage P1	N110	365	Storage	1.00	365	0.03%
BV	North Garage P1	N111	38	Storage	1.00	38	0.00%
BV	North Garage P1	N112	14,303	Hotel Lodging	1.00	14,303	1.03%
BV	North Garage P1	N113	653	Storage	1.00	653	0.05%
BV	North Garage P1	N114	71	Storage	1.00	71	0.01%
BV	North Garage P1	N115	53	Storage	1.00	53	0.00%
BV	North Garage P1	N116	53	Storage	1.00	53	0.00%
BV	North Garage P1	N117	67	Storage	1.00	67	0.00%
BV	A	1222	800	Residential	1.00	800	0.06%
BV	A	1224	800	Residential	1.00	800	0.06%
BV	A	1226	800	Residential	1.00	800	0.06%
BV	A	1228	1,125	Residential	1.00	1,125	0.08%
BV	A	1230	857	Residential	1.00	857	0.06%
BV	A	1232	800	Residential	1.00	800	0.06%
BV	A	1234	800	Residential	1.00	800	0.06%
BV	A	1236	800	Residential	1.00	800	0.06%
BV	A	1238	800	Residential	1.00	800	0.06%
BV	A	1240	800	Residential	1.00	800	0.06%
BV	A	1242	800	Residential	1.00	800	0.06%
BV	A	1244	800	Residential	1.00	800	0.06%
BV	A	1246	1,103	Residential	1.00	1,103	0.08%
BV	B	1201	1,104	Residential	1.00	1,104	0.08%
BV	B	1202	800	Residential	1.00	800	0.06%
BV	B	1203	800	Residential	1.00	800	0.06%
BV	B	1204	800	Residential	1.00	800	0.06%
BV	B	1205	800	Residential	1.00	800	0.06%
BV	B	1206	800	Residential	1.00	800	0.06%
BV	B	1208	800	Residential	1.00	800	0.06%
BV	B	1209	800	Residential	1.00	800	0.06%
BV	B	1210	800	Residential	1.00	800	0.06%
BV	B	1211	800	Residential	1.00	800	0.06%
BV	B	1212	800	Residential	1.00	800	0.06%
BV	B	1213	800	Residential	1.00	800	0.06%
BV	B	1214	800	Residential	1.00	800	0.06%
BV	B	1215	800	Residential	1.00	800	0.06%
BV	B	1216	800	Residential	1.00	800	0.06%

BV	B	1217	800	Residential	1.00	800	0.06%
BV	B	1218	800	Residential	1.00	800	0.06%
BV	B	1219	1,361	Residential	1.00	1,361	0.10%
BV	B	1220	1,380	Residential	1.00	1,380	0.10%
BV	B	2201	1,104	Residential	1.00	1,104	0.08%
BV	B	2202	800	Residential	1.00	800	0.06%
BV	B	2203	800	Residential	1.00	800	0.06%
BV	B	2204	800	Residential	1.00	800	0.06%
BV	B	2205	800	Residential	1.00	800	0.06%
BV	B	2206	800	Residential	1.00	800	0.06%
BV	B	2208	800	Residential	1.00	800	0.06%
BV	B	2209	800	Residential	1.00	800	0.06%
BV	B	2210	800	Residential	1.00	800	0.06%
BV	B	2211	800	Residential	1.00	800	0.06%
BV	B	2212	800	Residential	1.00	800	0.06%
BV	B	2213	800	Residential	1.00	800	0.06%
BV	B	2214	800	Residential	1.00	800	0.06%
BV	B	2215	800	Residential	1.00	800	0.06%
BV	B	2216	800	Residential	1.00	800	0.06%
BV	B	2217	800	Residential	1.00	800	0.06%
BV	B	2218	800	Residential	1.00	800	0.06%
BV	B	2219	1,361	Residential	1.00	1,361	0.10%
BV	B	2220	1,380	Residential	1.00	1,380	0.10%
BV	C	1304	672	Commercial	1.00	672	0.05%
BV	C	2301	860	Residential	1.00	860	0.06%
BV	C	2302	1,329	Residential	1.00	1,329	0.10%
BV	C	2303	800	Residential	1.00	800	0.06%
BV	C	2304	800	Residential	1.00	800	0.06%
BV	C	2306	800	Residential	1.00	800	0.06%
BV	C	2307	805	Residential	1.00	805	0.06%
BV	C	2308	800	Residential	1.00	800	0.06%
BV	C	2309	800	Residential	1.00	800	0.06%
BV	C	2310	1,565	Commercial	1.00	1,565	0.11%
BV	C	2311	1,005	Residential	1.00	1,005	0.07%
BV	D	1326	449	Commercial	1.00	449	0.03%
BV	D	2320	1,368	Residential	1.00	1,368	0.10%
BV	D	2321	860	Residential	1.00	860	0.06%
BV	D	2322	880	Residential	1.00	880	0.06%
BV	D	2323	880	Residential	1.00	880	0.06%
BV	D	2324	880	Residential	1.00	880	0.06%
BV	D	2325	880	Residential	1.00	880	0.06%
BV	D	2326	880	Residential	1.00	880	0.06%
BV	D	2327	800	Residential	1.00	800	0.06%
BV	D	2328	880	Residential	1.00	880	0.06%
BV	D	2330	880	Residential	1.00	880	0.06%
BV	D	2331	800	Residential	1.00	800	0.06%
BV	D	2332	1,683	Commercial	1.00	1,683	0.12%
BV	E	1344	876	Commercial	1.00	876	0.06%
BV	E	2333	1,242	Residential	1.00	1,242	0.09%
BV	E	2340	1,193	Residential	1.00	1,193	0.09%
BV	E	2341	821	Residential	1.00	821	0.06%
BV	E	2342	951	Residential	1.00	951	0.07%
BV	E	2343	811	Residential	1.00	811	0.06%
BV	E	2344	800	Residential	1.00	800	0.06%
BV	E	2345	900	Residential	1.00	900	0.06%
BV	E	2346	800	Residential	1.00	800	0.06%
BV	E	2347	900	Residential	1.00	900	0.06%
BV	E	2348	1,256	Residential	1.00	1,256	0.09%
BV	E	2349	1,439	Commercial	1.00	1,439	0.10%
BV	H	1517	903	Commercial	1.00	903	0.07%
BV	H	2516	940	Residential	1.00	940	0.07%

BV	H	2517	2,390	Commercial	1.00	2,390	0.17%
BV	H	2518	800	Residential	1.00	800	0.06%
BV	H	2519	940	Residential	1.00	940	0.07%
BV	H	2520	800	Residential	1.00	800	0.06%
BV	H	2521	900	Residential	1.00	900	0.06%
BV	H	2522	800	Residential	1.00	800	0.06%
BV	H	2523	900	Residential	1.00	900	0.06%
BV	H	2524	800	Residential	1.00	800	0.06%
BV	H	2525	900	Residential	1.00	900	0.06%
BV	H	2526	800	Residential	1.00	800	0.06%
BV	H	2527	900	Residential	1.00	900	0.06%
BV	H	2528	947	Residential	1.00	947	0.07%
BV	H	2529	1,381	Residential	1.00	1,381	0.10%
BV	I	1502	730	Commercial	1.00	730	0.05%
BV	I	2501	965	Residential	1.00	965	0.07%
BV	I	2502	1,816	Commercial	1.00	1,816	0.13%
BV	I	2503	800	Residential	1.00	800	0.06%
BV	I	2504	800	Residential	1.00	800	0.06%
BV	I	2505	800	Residential	1.00	800	0.06%
BV	I	2506	800	Residential	1.00	800	0.06%
BV	I	2507	800	Residential	1.00	800	0.06%
BV	I	2508	800	Residential	1.00	800	0.06%
BV	I	2509	800	Residential	1.00	800	0.06%
BV	I	2510	800	Residential	1.00	800	0.06%
BV	I	2511	800	Residential	1.00	800	0.06%
BV	I	2512	800	Residential	1.00	800	0.06%
BV	I	2513	1,617	Residential	1.00	1,617	0.12%
BV	I	2514	1,794	Residential	1.00	1,794	0.13%
BV	J	1530	800	Residential	1.00	800	0.06%
BV	J	1531	1,219	Residential	1.00	1,219	0.09%
BV	J	1532	800	Residential	1.00	800	0.06%
BV	J	1533	800	Residential	1.00	800	0.06%
BV	J	1534	800	Residential	1.00	800	0.06%
BV	J	1537	800	Residential	1.00	800	0.06%
BV	J	1538	800	Residential	1.00	800	0.06%
BV	J	1539	875	Residential	1.00	875	0.06%
BV	J	1540	800	Residential	1.00	800	0.06%
BV	J	1542	800	Residential	1.00	800	0.06%
BV	J	1544	1,230	Residential	1.00	1,230	0.09%
BV	J	1545	800	Residential	1.00	800	0.06%
BV	J	1546	1,097	Residential	1.00	1,097	0.08%
BV	J	1547	800	Residential	1.00	800	0.06%
BV	J	1548	800	Residential	1.00	800	0.06%
BV	J	1549	800	Residential	1.00	800	0.06%
BV	J	1550	800	Residential	1.00	800	0.06%
BV	J	1551	800	Residential	1.00	800	0.06%
BV	J	1552	800	Residential	1.00	800	0.06%
BV	J	1553	800	Residential	1.00	800	0.06%
BV	J	1554	800	Residential	1.00	800	0.06%
BV	J	1555	800	Residential	1.00	800	0.06%
BV	J	1556	800	Residential	1.00	800	0.06%
BV	J	1557	800	Residential	1.00	800	0.06%
BV	J	1558	800	Residential	1.00	800	0.06%
BV	J	1559	800	Residential	1.00	800	0.06%
BV	J	1560	800	Residential	1.00	800	0.06%
BV	J	1561	800	Residential	1.00	800	0.06%
BV	J	1562	800	Residential	1.00	800	0.06%
BV	J	1563	800	Residential	1.00	800	0.06%
BV	J	1564	800	Residential	1.00	800	0.06%
BV	J	1565	1,100	Residential	1.00	1,100	0.08%
BV	J	1566	960	Residential	1.00	960	0.07%

BV	J	1567	800	Residential	1.00	800	0.06%
BV	J	1568	1,200	Residential	1.00	1,200	0.09%
BV	J	1571	900	Residential	1.00	900	0.06%
BV	J	1573	800	Residential	1.00	800	0.06%
BV	J	1575	800	Residential	1.00	800	0.06%
BV	J	1577	800	Residential	1.00	800	0.06%
BV	J	1579	800	Residential	1.00	800	0.06%
BV	J	1581	800	Residential	1.00	800	0.06%
BV	J	1583	800	Residential	1.00	800	0.06%
BV	J	1585	800	Residential	1.00	800	0.06%
BV	J	1587	800	Residential	1.00	800	0.06%
BV	J	1589	800	Residential	1.00	800	0.06%
BV	J	1591	800	Residential	1.00	800	0.06%
BV	J	1593	800	Residential	1.00	800	0.06%
BV	J	1595	800	Residential	1.00	800	0.06%
BV	J	1597	800	Residential	1.00	800	0.06%
BV	J	1599	900	Residential	1.00	900	0.06%
BV	J	2530	800	Residential	1.00	800	0.06%
BV	J	2531	1,219	Residential	1.00	1,219	0.09%
BV	J	2532	800	Residential	1.00	800	0.06%
BV	J	2533	800	Residential	1.00	800	0.06%
BV	J	2534	800	Residential	1.00	800	0.06%
BV	J	2536	1,816	Commercial	1.00	1,816	0.13%
BV	J	2537	800	Residential	1.00	800	0.06%
BV	J	2538	800	Residential	1.00	800	0.06%
BV	J	2539	875	Residential	1.00	875	0.06%
BV	J	2540	800	Residential	1.00	800	0.06%
BV	J	2542	800	Residential	1.00	800	0.06%
BV	J	2544	1,230	Residential	1.00	1,230	0.09%
BV	J	2545	800	Residential	1.00	800	0.06%
BV	J	2546	1,097	Residential	1.00	1,097	0.08%
BV	J	2547	800	Residential	1.00	800	0.06%
BV	J	2548	800	Residential	1.00	800	0.06%
BV	J	2549	800	Residential	1.00	800	0.06%
BV	J	2550	800	Residential	1.00	800	0.06%
BV	J	2551	800	Residential	1.00	800	0.06%
BV	J	2552	800	Residential	1.00	800	0.06%
BV	J	2553	800	Residential	1.00	800	0.06%
BV	J	2554	800	Residential	1.00	800	0.06%
BV	J	2555	800	Residential	1.00	800	0.06%
BV	J	2556	800	Residential	1.00	800	0.06%
BV	J	2557	800	Residential	1.00	800	0.06%
BV	J	2558	800	Residential	1.00	800	0.06%
BV	J	2559	800	Residential	1.00	800	0.06%
BV	J	2560	800	Residential	1.00	800	0.06%
BV	J	2561	800	Residential	1.00	800	0.06%
BV	J	2562	800	Residential	1.00	800	0.06%
BV	J	2563	800	Residential	1.00	800	0.06%
BV	J	2564	800	Residential	1.00	800	0.06%
BV	J	2565	1,100	Residential	1.00	1,100	0.08%
BV	J	2566	960	Residential	1.00	960	0.07%
BV	J	2567	800	Residential	1.00	800	0.06%
BV	J	2568	1,200	Residential	1.00	1,200	0.09%
BV	J	2571	900	Residential	1.00	900	0.06%
BV	J	2573	800	Residential	1.00	800	0.06%
BV	J	2575	800	Residential	1.00	800	0.06%
BV	J	2577	800	Residential	1.00	800	0.06%
BV	J	2579	800	Residential	1.00	800	0.06%
BV	J	2581	800	Residential	1.00	800	0.06%
BV	J	2583	800	Residential	1.00	800	0.06%
BV	J	2585	800	Residential	1.00	800	0.06%



BV	J	2587	800	Residential	1.00	800	0.06%
BV	J	2589	800	Residential	1.00	800	0.06%
BV	J	2591	800	Residential	1.00	800	0.06%
BV	J	2593	800	Residential	1.00	800	0.06%
BV	J	2595	800	Residential	1.00	800	0.06%
BV	J	2597	800	Residential	1.00	800	0.06%
BV	J	2599	900	Residential	1.00	900	0.06%
BV	L	1422	996	Residential	1.00	996	0.07%
BV	L	1424	800	Residential	1.00	800	0.06%
BV	L	1426	800	Residential	1.00	800	0.06%
BV	L	1428	1,152	Residential	1.00	1,152	0.08%
BV	L	1430	800	Residential	1.00	800	0.06%
BV	L	1432	800	Residential	1.00	800	0.06%
BV	L	1434	800	Residential	1.00	800	0.06%
BV	L	1436	800	Residential	1.00	800	0.06%
BV	L	1438	800	Residential	1.00	800	0.06%
BV	L	1440	800	Residential	1.00	800	0.06%
BV	L	1442	800	Residential	1.00	800	0.06%
BV	L	1444	800	Residential	1.00	800	0.06%
BV	L	1446	800	Residential	1.00	800	0.06%
BV	L	1448	964	Residential	1.00	964	0.07%
BV	M	1460	805	Residential	1.00	805	0.06%
BV	M	1462	880	Residential	1.00	880	0.06%
BV	M	1464	880	Residential	1.00	880	0.06%
BV	M	1466	880	Residential	1.00	880	0.06%
BV	M	1468	880	Residential	1.00	880	0.06%
BV	M	1470	1,320	Residential	1.00	1,320	0.10%
BV	M	1472	1,320	Residential	1.00	1,320	0.10%
BV	M	1474	1,487	Residential	1.00	1,487	0.11%
BV	M	1471	1,264	Residential	1.00	1,264	0.09%
BV	M	1473	800	Residential	1.00	800	0.06%
BV	M	1475	1,203	Residential	1.00	1,203	0.09%
BV	M	2460	805	Residential	1.00	805	0.06%
BV	M	2462	880	Residential	1.00	880	0.06%
BV	M	2464	880	Residential	1.00	880	0.06%
BV	M	2466	880	Residential	1.00	880	0.06%
BV	M	2468	880	Residential	1.00	880	0.06%
BV	M	2470	1,320	Residential	1.00	1,320	0.10%
BV	M	2472	1,320	Residential	1.00	1,320	0.10%
BV	M	2474	1,487	Residential	1.00	1,487	0.11%
BV	M	2471	1,264	Residential	1.00	1,264	0.09%
BV	M	2473	800	Residential	1.00	800	0.06%
BV	M	2475	1,203	Residential	1.00	1,203	0.09%
BV	F	1250	13,227	Commercial	1.00	13,227	0.95%
BV	C	1301	1,260	Commercial	1.00	1,260	0.09%
BV	C	1302	5,555	Commercial	1.00	5,555	0.40%
BV	C	1303	1,882	Commercial	1.00	1,882	0.14%
BV	C	1305	1,773	Commercial	1.00	1,773	0.13%
BV	D	1320	1,848	Commercial	1.00	1,848	0.13%
BV	D	1321	2,647	Commercial	1.00	2,647	0.19%
BV	D	1322	1,560	Commercial	1.00	1,560	0.11%
BV	D	1323	1,469	Commercial	1.00	1,469	0.11%
BV	D	1324	4,035	Commercial	1.00	4,035	0.29%
BV	D	1325	1,695	Commercial	1.00	1,695	0.12%
BV	E	1340	3,431	Commercial	1.00	3,431	0.25%
BV	E	1341	3,940	Commercial	1.00	3,940	0.28%
BV	E	1342	1,887	Commercial	1.00	1,887	0.14%
BV	G	1402	3,600	Commercial	1.00	3,600	0.26%
BV	G	1404	2,250	Commercial	1.00	2,250	0.16%
BV	G	1406	2,100	Commercial	1.00	2,100	0.15%
BV	G	1408	3,330	Commercial	1.00	3,330	0.24%

BV	K	1410	7,009	Commercial	1.00	7,009	0.51%
BV	I	1501	1,742	Commercial	1.00	1,742	0.13%
BV	I	1503	1,490	Commercial	1.00	1,490	0.11%
BV	I	1504	1,407	Commercial	1.00	1,407	0.10%
BV	I	1505	2,868	Commercial	1.00	2,868	0.21%
BV	I	1506	4,082	Commercial	1.00	4,082	0.29%
BV	I	1508	1,837	Commercial	1.00	1,837	0.13%
BV	H	1515	1,336	Commercial	1.00	1,336	0.10%
BV	H	1516	1,646	Commercial	1.00	1,646	0.12%
BV	H	1518	1,262	Commercial	1.00	1,262	0.09%
BV	H	1519	1,276	Commercial	1.00	1,276	0.09%
BV	H	1520	1,072	Commercial	1.00	1,072	0.08%
BV	H	1521	2,212	Commercial	1.00	2,212	0.16%
BV	H	1522	2,120	Commercial	1.00	2,120	0.15%
BV	H	1523	2,200	Commercial	1.00	2,200	0.16%
BV	H	1524	1,364	Commercial	1.00	1,364	0.10%
BV	H	1525	1,064	Commercial	1.00	1,064	0.08%

**EXHIBIT D  
TO  
DECLARATION OF CONDOMINIUM  
AND  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BLACK DESERT VILLAGES CONDOMINIUM**

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(Copy of Bylaws)

**BYLAWS  
OF  
BLACK DESERT VILLAGES CONDOMINIUM  
OWNERS ASSOCIATION**

**BYLAWS  
OF  
BLACK DESERT VILLAGES CONDOMINIUM OWNERS ASSOCIATION**

**ARTICLE I - GENERAL**

**1.1 Purpose of Bylaws.**

These Bylaws are adopted by the Board of Directors (“**Board**”) in accordance with Utah Code §16-6a-206 for the regulation and management of the affairs of Black Desert Villages Condominium Owners Association, a Utah nonprofit corporation (the “**Association**”), organized to be the association to which reference is made in the Declaration of Covenants, Conditions, and Restrictions for Black Desert Villages Condominium (a Convertible and Expandable Condominium Project), recorded in the Official Records of the Washington County Recorder, State of Utah, as amended or supplemented from time-to-time (the “**Declaration**”), to perform the functions as provided in the Declaration and to further the interests of Owners of Units within the Property.

**1.2 Terms Defined in Declaration.**

Unless otherwise specifically provided herein, capitalized terms in these Bylaws shall have the same meaning as given to such terms in the Declaration. Additionally, references in the Condominium Act (as defined below), the Declaration, or other governing documents of the Association to the “Management Committee” are synonymous with the terms “Board,” “Board of Directors,” or “Directors” as used herein.

**1.3 Controlling Laws and Instruments.**

These Bylaws are subject to and controlled by the provisions of the Utah Revised Nonprofit Corporation Act (UTAH CODE ANN. § 16-6a-101, *et seq.*, as amended from time-to-time) (“**Nonprofit Act**”) and the Condominium Ownership Act (UTAH CODE ANN § 57-8-1, *et seq.*, as amended from time-to-time) (“**Condominium Act**”) (collectively, the “**Acts**”), the Declaration, and the Articles of Incorporation of the Association (“**Articles**”) filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the “**Division**”), as any of the foregoing may be amended from time-to-time. Where these Bylaws differ from the Nonprofit Act or the Condominium Act, these Bylaws shall control unless the provisions of either the Nonprofit Act or the Condominium Act, or both, are mandatory and not default provisions.

**ARTICLE II - OFFICES**

**2.1 Principal Office.**

The principal office of the Association shall be at the address identified in the Association’s latest annual report filed with the Division. The Board, in its discretion, may

change from time-to-time the location of the principal office. A member of the Board shall hereinafter be referred to as a “**Director**”.

## **2.2 Registered Office and Agent.**

The Acts require that the Association have and continuously maintain in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office is identical with the registered office. The initial registered office and the initial registered agent are specified in the Articles and may be changed by the Association at any time, without amendment to the Articles, by filing a statement as specified by law with the Division.

## **ARTICLE III - MEMBERS**

### **3.1 Members.**

A “Member” is the Person or, if more than one (1), all Persons collectively, who constitute the Owner of a Unit within the Property.

### **3.2 Memberships Appurtenant.**

Each membership shall be appurtenant to the fee simple title to a Unit. The Person or Persons who constitute the owner of fee simple title to a Unit shall automatically be the holder of the membership appurtenant to that Unit and the membership shall automatically pass with fee simple title to the Unit.

### **3.3 Members’ Voting Rights.**

Subject to the provisions in the Declaration and the Articles, each Member shall be entitled to the voting rights equal to that listed on **Exhibit C** of the Declaration for each Unit which the Member owns within the Property.

### **3.4 Voting by Joint Owners.**

In the event there is more than one (1) Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person, by proxy, or through ballot, shall be conclusively presumed to be the vote attributable to the Unit concerned, unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever, other than to determine whether a quorum exists.

### **3.5 Resolution of Voting Disputes.**

In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board shall act as arbitrators and the decision of a

disinterested majority of the Board shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with Utah law.

**3.6. Transfer of Memberships on Association Books.**

Transfer of membership shall be made on the books of the Association only upon the presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Unit to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous Owner of the membership as the Owner of the membership entitled to all rights in connection therewith, including the right to vote and to receive notice.

**3.7 Assignment of Voting Rights to Tenants and Mortgagees.**

A Member may assign Secretary the Member's right to vote to a tenant occupying the Member's Unit or to a mortgagee of the Member's Unit for the term of the lease or the mortgage and any sale, transfer, or conveyance of the Unit shall, unless otherwise provided in the document of sale, transfer, or conveyance, be subject to any such assignment of voting rights to any tenant or mortgagee. Any such assignment of voting rights and any revocation or termination of any assignment of voting rights shall be in writing and shall be filed with the of the Association. Any such assignment of voting rights shall be automatically terminated and revoked upon the sale, transfer, or conveyance of the Unit.

**ARTICLE IV - MEETING OF MEMBERS**

**4.1 Place of Members' Meetings.**

Meetings of Members shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Board and specified in the notice of the meeting.

**4.2 Annual Meetings of Members.**

Annual Meetings of the Members shall be held at such time of day as is fixed by the Board and specified in the notice of meeting. The Annual Meetings shall be held to elect Directors of the Association and to transact such other business as may properly come before the meeting.

**4.3 Special Meetings of Members.**

Special Meetings of the Members may be called by the President, the Board, by Members holding at least twenty-five percent (25%) of the total votes of all Members (excluding votes of Declarant), or by the Declarant if it holds at least ten percent (10%) of the total votes of all Members. No business shall be transacted at a special meeting of Members, except as indicated in the notice thereof.

#### **4.4 Record Date/Members List.**

4.4.1. The record date for the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose for the taking of any other lawful action shall be as set forth in Section 4.4.2 below, unless the Board, in advance of sending notice, sets a date by resolution as the record date for any such determination of Members. Such record date shall not be more than sixty (60) days prior to the meeting of Members or the event requiring a determination of Members.

4.4.2. Members entitled to notice of a meeting of the Members are the Members of the Association at the close of business on the business day preceding the day on which notice is effective, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held. Members entitled to vote at a meeting of the Members are the Members of the Association on the date of the meeting, and who are otherwise eligible to vote. The record date for the purpose of determining the Members entitled to exercise any rights in respect of any other lawful action are Members of the Association at the later of (a) the close of business on the day on which the Board adopts the resolution relating to the exercise of the right; or (b) the close of business on the sixtieth (60<sup>th</sup>) day before the date of the exercise of the right. A record date fixed under this Section 4.4.2 may not be more than seventy (70) days before the meeting or action requiring a determination of Members occurs. A determination of Members entitled to notice of or to vote at a meeting of Members is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote.

4.4.3. The Association shall only be required to prepare a list of the names of the Members, including, without limitation, a list of Members used to take action by written ballot, as provided for in Section 9.3.3.

#### **4.5 Notice of Members' Meetings.**

Written notice stating the place, day, and hour of any meeting shall be given not less than fifteen (15) nor more than sixty (60) days before the date of the meeting (plus any time added to effectuate delivery under Section 9.17). The notice of an annual, regular, or special meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter which it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, party related to a Director, or an entity in which the Director is a director or has a financial interest (as set forth in Utah Code § 16-6a-825), if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a legal "proceeding" as defined in the Acts; (d) notice of any amendment to these Bylaws proposed by the Members and a copy, summary, or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the Property by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a Person entitled to call a special meeting and the request is received (receipt deemed effective as set forth under Section 9.17) by the Secretary or President at least ten (10) days before the Association gives notice of the meeting, plus any time added to effectuate delivery

under Section 9.17. The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

#### **4.6 Proxies at Meetings.**

A Member entitled to vote at a meeting may vote in person, by ballot, or by proxy executed in writing by the Member or his duly authorized attorney-in-fact and filed with the Secretary of the meeting prior to the time the proxy is exercised.

#### **4.7 Ballots at Meetings.**

A written ballot may, upon the election of the Board, be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person, by proxy, or by written ballot delivered by a Member to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Section 4.8 and shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

#### **4.8 Ballots without a Meeting and Electronic Voting.**

The Association may, upon the election of the Board or upon specific request of a Member for a special meeting of the Members, utilize ballots without a meeting to take any action that may be taken at any annual, regular, or special meeting of the Members provided the Association delivers a written ballot to every member entitled to vote. Any ballot utilized without a meeting shall be valid only when (a) the time by which all ballots must be received has passed so that a quorum can be determined, and (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

4.8.1 All solicitations for votes by written ballot shall: (a) set forth each proposed action; (b) provide for an opportunity to vote for or against each proposed action; (c) indicate the number of responses needed to meet the quorum requirements; (d) state the percentage of approvals necessary to approve each matter other than the election of Directors; (e) specify the time by which a ballot must be received by the Association in order to be counted; and (f) be accompanied by written information sufficient to permit each Person casting the ballot to reach an informed decision on the matter.

4.8.2 Any written ballot shall comply with the requirements in this Section 4.8 and shall be counted equally with the votes of Members in attendance (by person or proxy) at any meeting for every purpose, including satisfaction of a quorum requirement.

4.8.3 Members shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (a) Members are given at least fifteen (15) days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; (b) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other than



first-class or registered mail; or (c) considering all the circumstances, the amount of time is otherwise reasonable.

4.8.4 The Association and its members, by adoption of these Bylaws, agree to allow voting by electronic means. To effectuate electronic voting, ballots may be signed electronically as provided for in Section 4.19.

#### **4.9 Revocation of Proxy or Ballot.**

A proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot counted, by (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering to the Secretary or other Person authorized to tabulate proxy or ballot votes (i) a writing stating that the appointment of proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall automatically cease upon the conveyance by a Member of the Unit of the Member and the transfer of the membership on the books of the Association. No proxy shall be valid after the earlier of (i) the day after the meeting of the Members for which the proxy was expressly submitted; or (ii) eleven (11) months from the date of its execution, unless otherwise provided in the proxy. The death or incapacity of the Member appointing a proxy or issuing a ballot does not affect the right of the Association to accept the proxy's authority or count the ballot unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises the proxy's authority or the ballot is counted.

#### **4.10 Written Consents Without a Meeting.**

Unless prohibited by the Articles, any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice, if one (1) or more written consents, setting forth the action taken, are signed by the Members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. Directors may not be elected by written consent, except by unanimous written consent of all Members entitled to vote for the election of Directors. Any action taken under this Section 4.10 is not effective unless all written consents are received within a sixty (60) day period and have not been revoked. A written consent may be given by electronic transmission or other form of communication providing the Association with a complete copy of the written consent, including: (i) the date the written consent was sent, and (ii) the signature (including electronic signatures as provided in Section 4.19).

#### **4.11 Telecommunications.**

Any or all of the Members may participate in an annual, regular, or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all Persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by a means permitted under this Section 4.11 is considered to be present in person at the meeting.

**4.12 Quorum at Members' Meetings.**

Except as may be otherwise provided in the Declaration, the Articles, or these Bylaws, and except as hereinafter provided with respect to the calling of another meeting, the representation, in person, by proxy or by ballot, of Members entitled to cast at least twenty-five percent (25%) of the votes of all Members shall constitute a quorum at any meeting of such Members. Members present in person or by proxy or represented by ballot at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum.

**4.13 Adjournment of Members' Meetings.**

Members present in person or by proxy at any meeting, whether or not there is a quorum may adjourn the meeting from time-to-time. If the meeting is adjourned, the Board shall issue a new Notice of Members Meeting at which meeting the Members that are present in person or by proxy or represented by ballot shall constitute a quorum, except as otherwise provided in the Declaration, the Articles, or these Bylaws. No such subsequent meeting shall be held more than forty-five (45) days following such preceding meeting at which a quorum was not present.

**4.14 Vote Required at Members' Meetings.**

At any meeting where a quorum is present, action on a matter, other than the election of Directors, is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws. In the case of elections to the Board, a quorum is not required and when there is more than one (1) candidate, the person or persons receiving the highest number of votes shall be elected.

**4.15 Cumulative Voting Not Permitted.**

Cumulative voting by Members in the election of Directors shall not be permitted.

**4.16 Order of Business.**

Unless otherwise changed by resolution of the Board or the Members, the order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) election of Directors, if applicable; (d) report of finances; and (e) any other Association business.

**4.17 Expenses of Meetings.**

The Association shall bear the expenses of all regular and annual meetings of Members and of special meetings of Members.

**4.18 Waiver of Notice.**

A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes; or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

#### **4.19 Signature of Members.**

Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity; i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc. Pursuant to Utah Code Section 46-4-201 a signature may not be denied legal effect or enforceability solely because it is in electronic form, i.e. an electronic signature. As used herein, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. As used herein, the term "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

### **ARTICLE V - BOARD OF DIRECTORS**

#### **5.1 General Powers and Duties of the Board of Directors.**

The Board shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board shall have the power to exercise or cause to be exercised for the Association all of the powers, rights, and authority of the Association not reserved to Members in the Declaration, the Articles, these Bylaws, or the Acts.

#### **5.2 Special Powers and Duties of the Board of Directors.**

Without limiting the foregoing statement of general powers and duties of the Board or the powers and duties of the Board as set forth in the Declaration, the Board shall be vested with the following specific powers and duties:

5.2.1 Assessments. The duty to fix and levy from time-to-time assessments, special assessments, and all other assessments upon the Members of the Association as provided in the Declaration; and to enforce the payment of such delinquent assessments as provided in the Declaration.

5.2.2 Insurance. The duty to contract and pay premiums for fire, casualty, liability, and other insurance in accordance with the provisions of the Declaration.

5.2.3 Common Areas. The duty to manage and care for the Common Areas and Facilities, and to employ Personnel necessary for the care, maintenance, repair, and operation of the Common Areas and Facilities (in accordance with the provisions of the Declaration), and to contract and pay for necessary or desirable improvements on property acquired by the Association in accordance with the Declaration (including, but not limited to, the Common Areas and Facilities).

5.2.4 Agents and Employees. The power to select, appoint, and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, with the Declaration, the Articles, and these Bylaws.

5.2.5 Borrowing. The power, with the approval of the Members representing at least two-thirds (2/3) of the voting power of the Association, to borrow money and to incur indebtedness for the purpose of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt, and securities therefor.

5.2.6 Enforcement. The power to enforce the provisions of the Declaration, the rules and regulations (including, the Association Rules), these Bylaws, or other agreements of the Association.

5.2.7 Delegation of Powers. The power to delegate its powers according to law.

5.2.8 Rules and Regulations. The power to adopt such rules and regulations with respect to the interpretation and implementation of the Declaration (including, the Association Rules), use of Common Areas and Facilities, and use of any property within the Property, including, the Units, and to levy fines and penalties for infractions and violations thereof; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles, and these Bylaws.

5.2.9 Emergency Powers. The right to exercise such emergency powers as provided for in the Acts.

### **5.3 Qualifications of Directors.**

5.3.1 Initial Directors. The initial Directors shall be designated by the Articles or appointed by the Declarant.

5.3.2 Appointment of Directors by Declarant. Prior to the time that Declarant's Class B Voting rights under the Declaration terminate ("**Declarant Control Period**"), Declarant has the right to appoint and remove all Directors without holding an election, and Declarant is not bound by any qualifications or requirements for Directors set forth herein.

**5.3.3 Elected Directors.** Except for the initial Directors or those Directors appointed by the Declarant, a Director must be a natural person eighteen (18) years of age or over and an Owner of a Unit within the Property or, if the Owner of any such Unit is a partnership, corporation, or limited liability company, must be a designated representative of such partnership, corporation, or limited liability company. If a Director conveys or transfers title to its Unit, or if a Director who is a designated representative of a partnership, corporation, or limited liability company ceases to be such designated representative, or if the partnership, corporation, or limited liability company of which a Director is a designated representative transfers title to its Unit, such Director's term as Director shall immediately terminate and a new Director shall be selected as promptly as possible to take such Director's place. Notwithstanding anything in this Section 5.3 to the contrary, none of the initial Directors, as designated in the Articles, or those Directors appointed by the Declarant shall be required to have any ownership interest in any Unit in order to qualify to serve as a Director until the first election of Directors by the Members. Any Director no longer qualified to serve under the standards provided for in this Section 5.3 may be removed by a majority vote of the Directors then in office.

#### **5.4 Number of Directors.**

The number of Directors of the Association shall be three (3) or five (5). Subject to such limitations, the number of Directors shall be three (3) until changed pursuant to this Section 5.4. The number of Directors may be increased beyond three (3) Directors to five (5) by the majority vote of the Board or by the Declarant during the Declarant Control Period.

#### **5.5 Term of Office of Directors and Elections.**

The affairs of the Association shall be managed by a Board composed of three (3) or five (5) individuals, unless changed pursuant to Section 5.4. Except for Directors appointed by the Declarant, the Directors of the Board shall be elected at a meeting of the Members by any authorized and lawful procedure adopted by the Board, to serve as follows:

At each annual Meeting of the Members, the Members shall elect Directors for terms of two (2) years, with an odd number of Directors (at least two (2) less than the entire Board) elected in odd-numbered years and an even number of Directors elected in even-numbered years. In the initial election of Directors, the method of election shall provide that the term of an odd number of Directors (at least two (2) less than the entire Board) shall expire in the next odd numbered year, and the term of an even number of Directors shall expire in the next even numbered year.

Directors newly elected at the annual meeting of the Members shall take office immediately. Newly elected Directors are invited to attend Board meetings to familiarize themselves with the Association's procedures prior to taking office. Only Members who are not in violation of the Declaration, these Bylaws, or Association Rules shall be eligible to run for a position on the Board.

In an election of multiple Directors, that number of candidates equaling the number of Directors to be elected having the highest number of votes cast in favor of their election, are

elected to the Board. When only one (1) Director position is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the Board.

#### **5.6 Nominating Committee.**

Nominations for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Members. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among the Members.

#### **5.7 Removal of Directors by the Members.**

As provided in Section 5.3.2 above, Declarant may remove any Director during the Declarant Control Period. At any meeting of the Members, the notice of which indicates such purpose, any or all of the Directors may be removed, with or without cause, by the affirmative vote of Members holding a majority of the voting interests of all Members; and a successor may be then and there elected to fill the vacancy thus created. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association and any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board, unless determined otherwise by the Board. Notwithstanding the foregoing, the removal provisions of this Section 5.7 shall not apply to any Director appointed by the Declarant, unless the Declarant Control Period has terminated.

#### **5.8 Resignation of Directors.**

Any Director may resign at any time by giving written notice to the President, to the Secretary, or to the Board stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective. A Director who resigns may deliver to the Division a statement setting forth (a) that person's name; (b) the name of the Association; (c) information sufficient to identify the report or other document in which the person is named as a Director or officer; and (d) the date on which the person ceased to be a Director or officer or a statement that the person did not hold the position for which the person was named in the corporate report or other document.

#### **5.9 Vacancies in the Board of Directors.**

Any vacancy occurring in the Board shall be filled by the Declarant during the Declarant Control Period or thereafter by an affirmative vote of a majority of the remaining Directors, though not less than a quorum of the Board. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. A directorship to be filled by reason of an increase in the number of Directors shall be filled only by vote of the Members. A Director elected by the Board to fill the vacancy of a Director elected by the voting

Members may be removed without cause by the voting Members, but not the Board. Should any vacancy of the Board remain unfilled for a period of two (2) months, the Members may, at a special meeting of the Members called for that purpose, elect a Director to fill such vacancy by a majority of the votes which Members present at such meeting, or represented by proxy or ballot, are entitled to cast.

#### **5.10 Appointment of Committees.**

The Board, by resolution adopted by a majority of the Directors in office, may designate and appoint one (1) or more committees which shall consist of two (2) or more Directors and which, unless otherwise provided in such resolution, shall have and may exercise the authority to make recommendations (but not final decisions) to the Board in the management of the Association, except authority with respect to those matters specified in the Acts as matters which such committee may not have and exercise the authority of the Board.

#### **5.11 General Provisions Applicable to Committees.**

The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law. The provision of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required and action by consent applicable to meetings of the Board shall not be applicable to meetings of committees of the Board.

### **ARTICLE VI - MEETING OF DIRECTORS**

#### **6.1 Place of Directors' Meetings.**

Meetings of the Board shall be held at the principal office of the Association or at such other place, within or convenient to the Property, as may be fixed by the Board and specified in the notice of the meeting.

#### **6.2 Annual Meeting of Directors.**

The annual meeting of the Board shall be held on the same date as, or within ten (10) days following, the annual meeting of Members. The business to be conducted at the annual meeting of the Board shall consist of the appointment of officers of the Association and the transaction of such other business as may properly come before the meeting. No prior notice of the annual meeting of the Board shall be necessary if the meeting is held on the same day and at the same place as the annual meeting of Members at which the Board is elected or if the time and place of the annual meeting of the Board is announced at the annual meeting of Members.

#### **6.3 Other Regular Meetings of Directors.**

The Board may hold other regular meetings and may, by resolution, establish in advance the times and places for such regular meetings. The resolution of meeting schedule shall be given to all Members of the Association at least forty-eight (48) hours (plus any time added to

effectuate delivery under Section 9.17) before the first meeting scheduled. No prior notice of any regular meeting need be given after establishment of the time and place thereof by such resolution.

#### **6.4 Special Meetings of Directors.**

Special Meetings of the Board may be called by the President or any two (2) members of the Board other than the President. Any special meeting of the Board not regularly scheduled under Section 6.3 shall require the same notice as Section 6.3.

#### **6.5 Open Meetings/Member Right to Participate.**

Except as provided in Section 6.6, a Board meeting, whether in person or by means of electronic communication, at which the Board can take binding action shall be open to each Member or the Member's representative if the representative is designated in writing. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the comments to one specific time period during the meeting. A Director may not avoid or obstruct the requirements of this Section 6.5. However, nothing in this Section 6.5 shall affect the validity or enforceability of an action of a Board. This Section 6.5 does not apply to Board meetings so long as Class B voting rights exist, except that (i) there shall be at least one (1) open Board meeting per year, and (ii) each time the Association increases a fee or raises an assessment, the Board shall also hold an open meeting.

#### **6.6 Closed Meetings.**

The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including, review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.

If after a vote of the majority of all other Directors, it is determined that a Director has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("**Confidential Matter**"), the non-offending Directors may take one of the two following steps: (1) exclude the offending Director from any closed meetings at which that Confidential Matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Director from that committee.

#### **6.7 Notice to Directors of Board Meetings.**

In the case of all meetings of the Board for which notice is required by these Bylaws, notice stating the place, day, and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery under Section 9.17), by mail, fax, electronic means, telephone or Personally, by or at the direction of the persons calling the meeting, to each member of the Board. If by telephone such



notice shall be deemed to be effective when given by telephone to the Director. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at his home or business address as either appears on the records of the Association.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice to the Director or waiver of such meeting.

#### **6.8 Notice to Members of Board Meetings.**

At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Section 9.17), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice (receipt deemed effective as set forth under Section 9.17) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the member to participate by the available means of electronic communication.

#### **6.9 Proxies.**

For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Director may be considered to be present at a meeting and to vote if the Director has granted a signed written proxy: (a) to another Director who is present at the meeting; and (b) authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Section 6.9, Directors may not vote or otherwise act by proxy.

#### **6.10 Telecommunications.**

The Board may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director so participating in such a meeting is considered to be present in person at the meeting. If a Director is to participate in a Board meeting by electronic communication, the Board shall provide the information necessary to allow the Owners entitled to notice of the Board meeting under Section 6.8 to participate by the available electronic means.

#### **6.11 Quorum of Directors.**

A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business. For the purpose of determining the presence of a quorum, Directors will be counted if represented in person, by ballot, or by proxy, if applicable.

**6.12 Adjournment of Directors' Meeting.**

Directors present at any meeting of the Board may adjourn the meeting from time-to-time, whether or not a quorum shall be present, without notice other than announcement at the meeting, for a total period or periods not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

**6.13 Vote Required at Directors' Meeting.**

At any meeting of the Board, if a quorum is present, a majority of the votes present in person or by proxy, if applicable, and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Declaration, the Articles, or these Bylaws.

**6.14 Officers at Meetings.**

The President shall act as chairman and the Board shall appoint a Secretary to act at all meetings of the Board.

**6.15 Waiver of Notice.**

A waiver of notice of any meeting of the Board, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such meeting unless (a) at the beginning of the meeting or promptly upon the Director's later arrival the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the Director does not vote for or assent to action taken at the meeting, or (b) the Director contemporaneously requests that the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (c) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by (i) the presiding officer of the meeting before adjournment of the meeting; or (ii) the Association promptly after adjournment of the meeting.

**6.16 Dissent or Abstention.**

The right of dissent or abstention pursuant to Section 6.15 is not available to a Director who votes in favor of the action taken.

**6.17 Action of Directors Without a Meeting.**

The Directors shall have the right to take any action in the absence of a meeting which they could take at any meeting by obtaining the written approval of all the Directors. Such approval may be provided by electronic communication. Any action so approved shall be in accordance with Section 16-6a-813 of the Nonprofit Act and have the same effect as though taken at a meeting of the Directors. The form attached to these Bylaws as **Exhibit "A"** may be utilized by the Board when taking action without a meeting.

**ARTICLE VII - OFFICERS**

**7.1 Officers, Employees and Agents.**

The officers of the Association shall be natural persons eighteen (18) years of age or over and shall consist of a President, a Secretary, a Treasurer, and such other officers, assistant officers, employees, and agents as may be deemed necessary by the Board. Officers other than the Secretary and the Treasurer must be Directors. The same person may simultaneously hold more than one office.

**7.2 Appointment and Term of Office of Officers.**

During the Declarant Control Period, the Declarant may appoint the officers of the Association. After the expiration of the Declarant Control Period, the officers shall be appointed by the Board at the annual meeting of the Board and shall hold office, subject to the pleasure of the Board, until the next annual meeting of the Board or until their successors are appointed, whichever is later, unless the officer resigns, or is removed earlier.

**7.3 Resignation and Removal of Officers.**

An officer may resign at any time by giving written notice of resignation to the Association. The resignation of an officer is effective when the notice is received by the Association, unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may: (a) (i) permit the officer to remain in office until the effective date; and (ii) fill the pending vacancy before the effective date if the successor does not take office until the effective date; or (b) (i) remove the officer at any time before the effective date; and (ii) fill the vacancy created by the removal. The Board may remove any officer at any time with or without cause. An officer who resigns, is removed, or whose appointment has expired may file a statement in the same form as provided in Section 5.8.

**7.4 Vacancies in Officers.**

Any vacancy occurring in any position as an officer may be filled by appointment by the Declarant during the Declarant Control Period or thereafter by the Board. An officer appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

**7.5 President.**

The President shall be a member of the Board and shall be the principal executive officer of the Association and, subject to the control of the Board, shall direct, supervise, coordinate, and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of a corporation. The President shall preside at all meetings of the Board and of the Members of the Association.

**7.6 Vice President.**

The Vice President, if any, may act in place of the President in case of his death, absence, or inability to act, and shall perform such other duties and have such authority as is from time-to-time delegated by the Board or by the President.

**7.7 Secretary.**

The Secretary shall be the custodian of the records and the seal, if any, of the Association and shall affix the seal to all documents requiring the same; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law and that the books, reports, and other documents and records of the Association set forth in Section 9.3 are properly kept and filed; shall take or cause to be taken and shall keep minutes of the meetings of Members, of the Board, and of committees of the Board; shall keep at the principal office of the Association a record of the names and addresses of the Members; and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time-to-time, be assigned to him by the Board or by the President. The Board may appoint one or more assistant secretaries who may act in place of the Secretary in case of his death, absence, or inability to act. The duties of the Secretary may be delegated to a property management company.

**7.8 Treasurer.**

The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board; shall keep correct and complete financial records and books of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board may, from time-to-time, require; shall arrange for the annual report required under Section 9.6 of these Bylaws; and, in general, shall perform all the duties incident to the office of Treasurer and such other duties as may from time-to-time be assigned to him by the Board or by the President. The Board may appoint one or more assistant Treasurers who may act in place of the Treasurer in case of his death, absence, or inability to act. The duties of the Treasurer may be delegated to a property management company.

**7.9 Bonds.**

The Association may pay for fidelity bonds covering officers or other persons handling funds of the Association as provided for in the Declaration. The Association shall pay the

premiums for any such bonds acquired.

#### **7.10 Special Appointments.**

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time-to-time, determine.

### **ARTICLE VIII - INDEMNIFICATION OF OFFICIALS AND AGENTS**

#### **8.1 Right of Indemnification.**

The Association shall indemnify any Director, officer, employee, fiduciary, and agent (including, without limitation, the property manager) to the fullest extent allowed the Acts, or any replacement sections thereof.

#### **8.2 Authority to Insure.**

The Association may purchase and maintain liability insurance on behalf of any Director, officer, employee, fiduciary, and agent (including, without limitation, the property manager) against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, including liabilities for which he might not be entitled to indemnification hereunder.

### **ARTICLE IX - MISCELLANEOUS**

#### **9.1 Amendment/Conflict.**

These Bylaws may be amended, at any regular, annual, or special meeting of the Board, by a vote of the majority of the Board, except if it would result in a change of the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. The Members may amend these Bylaws even though these Bylaws may also be amended by the Board. Amendments to these Bylaws by Members shall be made in accordance with the Acts. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### **9.2 Compensation of Officers, Directors and Members.**

No Director shall have the right to receive any compensation from the Association for serving as a Director, except for reimbursement of expenses as may be approved by resolution of disinterested members of the Board and except as may otherwise be approved by the Members. Officers, agents, and employees shall receive such reasonable compensation as may be approved by the Board. Appointment of a Person as an officer, agent, or employee shall not, of itself, create any right to compensation.

### **9.3 Books and Records.**

9.3.1 The Association shall keep as permanent records: (a) minutes of all meetings of its Members and Board; (b) a record of all actions taken by the Members or Board without a meeting; (c) a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association; (d) a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board; and (e) a copy of the Declaration, as the same may be amended.

9.3.2 The Association shall maintain appropriate accounting records.

9.3.3 The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members: (a) in alphabetical order, by class, and (b) showing the number of votes each Member is entitled to vote.

9.3.4 The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

9.3.5 The Association shall keep a copy of each of the following records at its principal office: (a) Declaration; (b) Articles; (c) Bylaws; (d) resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members; (e) the minutes of all Member meetings for a period of three (3) years; (f) records of all actions taken by Members without a meeting; (g) all written communications to Members generally as Members for a period of three (3) years; (h) a list of the names and business or home addresses of its current Directors and officers; (i) a copy of its most recent annual report; (j) all financial statements prepared for periods ending during the last three (3) years; (k) the most recent approved Board meeting minutes; and (l) the most recent budget and financial report.

9.3.6 If the Association has an active website, the Association shall make the documents described in Section 9.3.5 available to all Members, free of charge, through the website; or, if the Association does not have an active website, make physical copies of the documents described in Section 9.3.5 available to Members during regular business hours at the Association's address registered with the Department of Commerce.

### **9.4 Inspection of Records.**

9.4.1 A Director or Member is entitled to inspect and copy any of the records of the Association described in Section 9.3.5: (a) during regular business hours; (b) at the Association's principal office; and (c) if the Director or Member gives the Association written demand, at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

9.4.2 In addition to the rights set forth in Section 9.4.1, a Director or Member is entitled to inspect and copy any of the other records of the Association: (a) during regular business hours; (b) at a reasonable location specified by the Association; and (c) at least five (5) business days

before the date on which the Member wishes to inspect and copy the records, if the Director or Member: (i) meets the requirements of Section 9.4.3; and (ii) gives the Association written demand.

9.4.3 A Director or Member may inspect and copy the records described in Section 9.4.2 only if: (a) the demand is made: (i) in good faith; and (ii) for a proper purpose; (b) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect; and (c) the records are directly connected with the described purpose.

9.4.4 Notwithstanding any other provision in these Bylaws, for purposes of this Section 9.4: (a) "Member" includes: (i) a beneficial owner whose membership interest is held in a voting trust; and (ii) any other beneficial owner of a membership interest who establishes beneficial ownership; and (b) "proper purpose" means a purpose reasonably related to the demanding Member's or Director's interest as a Member or Director.

9.4.5 The right of inspection granted by this Section 9.4 may not be abolished or limited by the Articles or these Bylaws.

9.4.6 This Section 9.4 does not affect: (a) the right of a Director or Member to inspect records relating to ballots; (b) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association; or (c) the power of a court, independent of this Article IX, to compel the production of corporate records for examination.

9.4.7 A Director or Member may not use any information obtained through the inspection or copying of records permitted by 9.4.2 for any purposes other than those set forth in the demand made under 9.4.3.

9.4.8 The Association may redact the following information from any document the Association produces for inspection or copying (a) a Social Security number; (b) a bank account number; or (c) any communication subject to attorney-client privilege.

9.4.9

- (a) In a written request to inspect or copy documents, a Member shall include:
  - i. the Association's name;
  - ii. the Member's name;
  - iii. the Member's property address;
  - iv. the Member's email address;
  - v. a description of the documents requested; and
  - vi. any election or request described in Subsection (b).
  
- (b) In a written request to inspect or copy documents, a Member may:
  - i. elect whether to inspect or copy the documents;
  - ii. if the Member elects to copy the documents, request hard copies or electronic scans of the documents; or
  - iii. subject to Section 9.4.10, request that:

- (A) the Association make the copies or electronic scans of the requested documents;
- (B) a recognized third-party duplicating service make the copies or electronic scans of the requested documents;
- (C) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents; or
- (D) the Association email the requested documents to an email address provided in the request.

9.4.10 If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate and the Member shall pay the Association the reasonable cost of the copies or electronic scans and for the time spent meeting with the Member, which may not exceed: (a) the actual cost that the Association paid to a recognized third-party duplicating service to make the copies or electronic scans; or (b) if an employee, manager, or other agent of the Association makes the copies or electronic scans, ten cents (\$.10) per page and fifteen dollars (\$15.00) per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

9.4.11 If a Member requests a recognized third-party duplicating service make the copies or electronic scans the Association shall arrange for the delivery and pick up of the original documents; and the Member shall pay the duplicating service directly. If a Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment.

9.4.12 Subject to Section 9.4.13, if in response to a Members request to inspect or copy documents, the Association fails to comply with a provision of this section, the Association shall pay:

- (a) the reasonable costs of inspecting and copying the requested documents;
- (b) for items described Section 9.3.5, twenty-five dollars (\$25.00) to the Member who made the request for each day the request continues unfulfilled, beginning the sixth (6<sup>th</sup>) day after the day on which the Member made the request; and
- (c) reasonable attorney fees and costs incurred by the Member in obtaining the inspection and copies of the requested documents.

9.4.13 The Association is not liable for identifying or providing a document in error, if the Association identified or provided the erroneous document in good faith.

## **9.5 Scope of Inspection Right.**

A Director or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The right to copy records under Section 9.4 includes, if reasonable, the right to receive copies made by photographic, xerographic, electronic, or other means. The Association may comply with a Director's or Member's demand to inspect the record of Members under Section 9.3.3 by furnishing to the Director or Member a list of Directors or Members that: (a) complies with Section 9.3.3; and (b) is compiled no earlier than the date of the



Director's or Member's demand. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt by the Association deemed effective as set forth under Section 9.17), the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any. Without consent of the Board, a membership list or any part thereof may not be obtained or used by any Person for any purpose unrelated to a Member's interest as a Member.

#### **9.6 Annual Report.**

The Board shall cause to be prepared and distributed to each Member, and any first mortgagee of a Member who has filed a written request therefor, not later than ninety (90) days after the close of each fiscal year of the Association, an annual report containing (a) an income statement reflecting income and expenditures of the Association for such fiscal year; (b) a balance sheet as of the end of such fiscal year; (c) a statement of changes in financial position for such fiscal year; and (d) a statement of the place of the principal office of the Association where the books and records of the Association, including a list of names and addresses of current Members, may be found. The Board shall also annually distribute to the Members a summary of the latest reserve analysis or update and a full copy to any Member making such request.

#### **9.7 Statement of Account.**

Upon payment of a reasonable fee to be determined by the Association and upon written request of an Owner of a Unit or any Person with any right, title, or interest in a Unit or intending to acquire any right, title, or interest in a Unit, the Association shall give, within ten (10) days after the receipt of such request (receipt by the Association deemed effective as set forth under Section 9.17), a written statement of account setting forth the amount of unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Unit, and the amount of the assessments for the current fiscal period of the Association payable with respect to the Unit. Such statement shall, with respect to the party to whom it is issued, be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have been levied.

#### **9.8 Annual Corporation Reports.**

The Association shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

#### **9.9 Fiscal Year.**

The fiscal year of the Association shall be the calendar year and shall begin on January 1 and end the succeeding December 31. The fiscal year may be changed by the Board without amending these Bylaws.

**9.10 Shares of Stock and Dividends Prohibited.**

The Association shall not have or issue shares of stock and no dividends shall be paid and no part of the income or profit of the Association shall be distributed to its Members, Directors, or officers. Notwithstanding the foregoing, the Association may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income or profit.

**9.11 Loans to Directors, Officers, and Members Prohibited.**

No loan shall be made by the Association to its Members, Directors, or officers, and any Director, officer, or Member who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

**9.12 Limited Liability.**

The Association, the Board, the Architectural Control Committee, and any agent or employee of the Association, the Board, or the Architectural Control Committee, shall not be liable to any Person for any actions or for any failure to act in connection with the affairs of the Association if the action taken or failure to act was in good faith and without malice.

**9.13 Minutes and Presumptions Thereunder.**

Minutes or any similar record of the meetings of Members or of the Board, when signed by the Secretary or acting Secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

**9.14 Checks, Drafts, and Documents.**

All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such Person or Persons, and in such manner as, from time-to-time, shall be determined by resolution of the Board.

**9.15 Execution of Documents.**

The Board, except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, or employee to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

**9.16 Right to Inspect.**

Notwithstanding the other provisions of this Article, unless otherwise provided in these Bylaws, the right of a Member to inspect or receive information from the Association applies only to a voting Member of the Association or that Member's agent.

**9.17 Manner of Giving Notice.**

Notwithstanding any other provision in the Declaration, Articles, these Bylaws, or the Association Rules, the Association may provide notice to Owners orally or by electronic means, including, text message, email, or the Association's website, except that an Owner may, by written demand, require that the Association provide notice to that Owner by mail. Any notice required to be given will be deemed received and effective upon the earlier to occur of the following:

(a) when sent by facsimile, the notice is deemed effective when the sender receives a facsimile acknowledgment confirming delivery of the facsimile;

(b) when placed into the care and custody of the United States Postal Service, first-class mail, and addressed to the most recent address of the recipient according to the records of the Association, the notice is deemed effective at the earliest of the following: (i) when received; (ii) six (6) days after it is mailed; or (iii) on the date shown on the return receipt if sent by registered or certified mail, sent return receipt requested, and the receipt is signed by or on behalf of the addressee;

(c) when sent via electronic means such as an e-mail, text message, or similar electronic communication, the notice is deemed effective within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender;

(d) when posted on the Association's website, the notice is deemed effective seventy-two (72) hours after it was posted;

(e) when hand delivered, the notice is deemed effective immediately upon delivery;

(f) when notice is given orally, the notice is deemed effective when communicated; or

(g) when delivered by other means, the notice is deemed effective upon such circumstances and conditions as are reasonably calculated to give notice to the Owner.

**9.18 Severability.**

Invalidation of any provision of the Governing Documents by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**9.19 Interpretation.**

The provisions of the Governing Documents shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a mixed-use convertible and expandable condominium project and for the maintenance of the Common Areas and Facilities and other areas within the Property. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, and neuter shall

each include the masculine, feminine and neuter. Except for judicial construction and express Utah law, the Board shall have the exclusive right to construe and interpret the provisions of the Governing Documents, and amendments thereto. In the absence of any adjudication by a court of competent jurisdiction or express Utah law to the contrary, the Board's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all Persons, Owners, and property benefitted or bound by the Governing Documents.

## **ARTICLE X - NOTICE AND HEARING PROCEDURE**

### **10.1. Association's Enforcement Rights.**

In the event of an alleged violation of the Declaration, the Articles, these Bylaws, or the rules and regulations of the Association (including, the Association Rules) by a Member or occupant ("**Respondent**"), the Board shall have the right, upon an affirmative vote of a majority of all Directors, to take any one (1) or more of the actions and to pursue one (1) or more of the remedies permitted by law or equity or under the provisions of the Declaration, these Bylaws, or the rules and regulations of the Association. The failure of the Board or the Architectural Control Committee to enforce the rules and regulations of the Association, these Bylaws, or the Declaration shall not constitute waiver of the right to enforce the same thereafter. The remedies set forth and provided by law or equity or in the Declaration, these Bylaws, or the rules and regulations of the Association (including, the Association Rules) shall be cumulative, and none shall be exclusive.

### **10.2. Hearing.**

(a) At the hearing, the Respondent must show cause, if any cause can be shown, why said Respondent is not in violation of the Declaration, these Bylaws, or the rules and regulations of the Association, as set forth in the notice.

(b) Oral evidence shall be taken only on oath or affirmation administered by a Director. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Board.

(c) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine witnesses on any matter relevant to the issues; to impeach any witness; and to rebut the evidence against such party. If Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(d) The hearing need not be conducted according to technical rules relating to evidence of witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil action. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(e) Neither the complainant nor the Respondent need be in attendance at the hearing. The Board may close the meeting to the general membership if the Board believes the discussion is likely to cause undue embarrassment or violate the individual's reasonable expectation of privacy.

(f) In rendering a decision, official notice may be taken at any time of any provision of the Declaration, these Bylaws, the rules and regulations of the Association (including, the Association Rules), or any generally understood matter within the working of the Association. Persons present at the hearing shall be informed of the matters to be noticed by the Board, and these matters shall be made a part of the record of proceedings.

(g) The Board may grant continuances on a showing of good cause.

(h) Whenever the Board has commenced to hear the matter and a Director is forced to withdraw prior to a final determination by the Board, the remaining Directors shall continue to hear and decide the case.

### **10.3. Decision.**

If a Respondent fails to appear at a hearing, the Board may take action based upon the evidence presented to it without further notice to Respondent. However, the Respondent may make any showing by way of mitigation. After all testimony and documentary evidence has been presented to the Board, the Board may vote by secret written ballot, or otherwise, upon the matter, with a majority of the entire Board controlling. A copy of the notice of adjudication of the Board may be posted by the Board at a conspicuous place in the Property, and a copy shall be provided by the President of the Association to each person directly involved in the matter and his attorney, if any, in accordance with the notice provision(s) set forth in the Declaration, if any. The notice of adjudication may include (a) the terms of any disciplinary action; (b) the levy of any assessment of fine; or (c) other such actions or remedies as the Board deems appropriate. The decision of the Board shall become effective ten (10) days after it is given to each Respondent, unless otherwise ordered in writing by the Board of Directors. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the involved persons, on its own motion or on petition by any party. However, no action against a Respondent arising from the alleged violation shall take effect prior to the expiration of the later of (a) fifteen (15) days after each Respondent's receipt of the notice of hearing; or (b) ten (10) days after the hearing required herein.

*[Intentionally Blank – Certificate to Follow]*

**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify that:

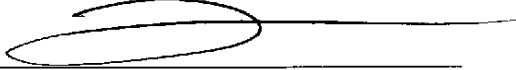
1. I am the duly elected and acting Secretary of Black Desert Villages Condominium Owners Association, a Utah non-profit corporation ("Association"), and

2. The foregoing Bylaws constitute the Bylaws of the Association duly adopted by the Board of the Association at the meeting of the Board of the Association duly held on February 14, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my hand this 14<sup>th</sup> day of February, 2024.

**ASSOCIATION:**

**BLACK DESERT VILLAGES CONDOMINIUM OWNERS ASSOCIATION,**  
a Utah non-profit corporation

  
\_\_\_\_\_  
By: Leslie Campbell  
Its: Secretary

**EXHIBIT "A"  
TO  
BYLAWS  
OF  
BLACK DESERT VILLAGES CONDOMINIUM  
OWNERS ASSOCIATION**

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(Action without a Meeting Form)

Notice of Proposed Action Without a Meeting of the Management Committee  
Pursuant to Utah Code Section 16-6a-813  
(Email Communication)

1. Stipulations: All Management Committee members stipulate that this email communication and any response by email will be deemed a written communication and the email address of each Management Committee member will act as their signature to the communication. Any response must be sent by a "reply to all." A response sent to all Management Committee members in this email communication will be deemed a written response received by the Association.
  
2. Proposed Action: The following action is proposed to be taken:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  
3. Response Options: Each Management Committee member may respond to the proposed action in one of the following three ways (or language which is clear and the equivalent of the following):
  - a. Reply all via email stating, "I vote in favor of the proposed action,"
  - b. Reply all via email stating, "I abstain from the vote on the proposed action,"
  - c. Reply all via email stating, "I object to the proposed action being taken without a meeting."
  
4. Time to Respond: This Notice must be responded to by not later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ .m., Utah time.
  
5. Effect of Untimely Response: An untimely response will have the following effect:
  - a. abstaining from the vote on the proposed action; and
  - b. failing to timely demand the proposed action not be taken without a meeting.

6. When Action is Deemed Taken: The proposed action is taken only if at the end of the time stated in paragraph No. 4:
  - a. the affirmative votes are timely received and not timely revoked, which votes equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Management Committee members then in office were present and voted; and
  - b. there has not been received a demand pursuant to paragraph 3(c) that the action not be taken without a meeting, unless such demand has been revoked by the time stated in paragraph 4.
7. Right to Revoke: A Management Committee member who has voted, abstained, or demanded the action not be taken without a meeting pursuant to paragraph 3 and/or 5 may revoke the vote, abstention, or demand that the action not be taken without a meeting by sending a follow-up reply email by the time set forth in paragraph 4 and stating the revocation and stating the desired response option provided for in paragraph 3.
8. Effective Date: The effective date of the action deemed taken under paragraph 6 shall be the date and time set forth in paragraph 4, unless a later date and time for the effective date is specified in the proposed action to be taken in paragraph 2.
9. Conditions for Email Communications:
  - a. An electronic transmission communicating a vote, abstention, demand, or revocation is considered to be written, signed, and dated for purposes of this action if the email is delivered with information from which the Management Committee, as parties to the email communication can determine:
    - i. that the electronic transmission is transmitted by the Management Committee member; and
    - ii. the date on which the email is transmitted.
  - b. The date on which the email is transmitted is considered the date on which the vote, abstention, demand, or revocation is signed.
  - c. For purposes of this proposed action, email communications to the Management Committee are not effective until received.
10. Statutory Effect: Pursuant to Utah Code Section 16-6a-813 action taken pursuant to this email communication has the same effect as action taken at a meeting of the Management Committee and may be described as an action taken at a meeting of the Management Committee in any document.
11. Minutes: Notwithstanding the statutory effect provided for in paragraph 10, at the next regular Management Committee meeting any action taken pursuant to this email communication and action without a meeting shall be announced at the meeting and recorded in the minutes of the Management Committee. No action taken without a meeting shall be deemed void or ineffective if not announced at the next Management Committee meeting or if not included in the Management Committee minutes, or both.



**EXHIBIT E  
TO  
DECLARATION OF CONDOMINIUM  
AND  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BLACK DESERT VILLAGES CONDOMINIUM**

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(Arbitration Provisions)

**1. Dispute Resolution.**

The Bound Parties hereby agree that the arbitration provisions set forth in this Exhibit E (“**Arbitration Provisions**”) are binding on each of them. As a result, any attempt to rescind or declare these Arbitration Provisions invalid or unenforceable for any reason is subject to these Arbitration Provisions.

**2. Arbitration.**

Any Claim must be submitted to arbitration (“**Arbitration**”) to be conducted exclusively in Washington County, Utah and pursuant to the terms set forth in these Arbitration Provisions. The Bound Parties agree that the award of the arbitrator rendered pursuant to Paragraph 4 below (the “**Arbitration Award**”) shall be (a) final and binding upon the Bound Parties, (b) the sole and exclusive remedy between them regarding any Claim, claims, counterclaims, issues, or accountings presented or pleaded to the arbitrator, and (c) promptly payable in United States dollars free of any tax, deduction, or offset (with respect to monetary awards). Any costs or fees, including, without limitation, attorneys’ fees, incurred in connection with or incident to enforcing the Arbitration Award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. Judgment upon the Arbitration Award may be entered and enforced by any state court sitting in Washington County, Utah.

**3. The Arbitration Act.**

The Bound Parties hereby incorporate herein the provisions and procedures set forth in the Utah Uniform Arbitration Act, U.C.A. §§78B-11-101 et seq. (as amended or superseded from time-to-time, the “**Arbitration Act**”). Notwithstanding the foregoing, pursuant to, and to the maximum extent permitted by, Section 105 of the Arbitration Act, in the event of conflict or variation between the terms of these Arbitration Provisions and the provisions of the Arbitration Act, the terms of these Arbitration Provisions shall control and the Bound Parties hereby waive or otherwise agree to vary the effect of all requirements of the Arbitration Act that may conflict with or vary from these Arbitration Provisions.

**4. Arbitration Proceedings.**

Arbitration between Bound Parties will be subject to the following:

4.1. Initiation of Arbitration. The Bound Parties agree that any of the Bound Parties may initiate Arbitration (“**Arbitration Claimant**”) by giving written notice (the “**Arbitration Notice**”) to one or more of any of the other Bound Parties (collectively, “**Arbitration Respondent**”) using any method of service authorized for the commencement of a civil action under the Utah Rules of Civil Procedure (“**Service**”). The Arbitration Notice must describe in sufficient detail the nature of the controversy, the identity of the Arbitration Respondent, the remedies sought, and the election to commence Arbitration proceedings. All Claims in the Arbitration Notice must be pleaded consistent with the Utah Rules of Civil Procedure.

4.2. Selection and Payment of Arbitrator.

4.2.1. Arbitration Claimant and Arbitration Respondent shall make good faith efforts to agree on an arbitrator from the roster of arbitrators maintained by Utah ADR Services (<http://www.utahadrservices.com>). If the Arbitration Claimant and Arbitration Respondent cannot agree to an arbitrator, Arbitration Claimant or Arbitration Respondent may seek the appointment of an arbitrator by filing an action in the Fifth Judicial District Court of Utah sitting in Washington County and requesting via a motion that the court appoint an arbitrator.

4.2.2. The date that an arbitrator is selected or appointed pursuant to this Paragraph 4.2 and agrees in a writing (including via email) to serve as the arbitrator hereunder is referred to herein as the “**Arbitration Commencement Date.**” If an arbitrator resigns or is unable to act during the Arbitration, a replacement arbitrator shall be chosen in accordance with this Paragraph 4.2 to continue the Arbitration. If Utah ADR Services ceases to exist or to provide a list of neutrals or qualified arbitrators, then the arbitrator shall be selected under the then prevailing rules of the American Arbitration Association.

4.2.3. The cost of the arbitrator must be paid equally by the parties to the Arbitration.

4.3. Applicability of Certain Utah Rules. The Bound Parties agree that the Arbitration shall be conducted generally in accordance with the Utah Rules of Civil Procedure and the Utah Rules of Evidence. More specifically, the Utah Rules of Civil Procedure shall apply, without limitation, to the filing of any pleadings, motions, or memoranda, the conducting of discovery, and the taking of any depositions. The Utah Rules of Evidence shall apply to any hearings, whether telephonic or in person, held by the arbitrator. Notwithstanding the foregoing, it is the Bound Parties’ intent that the incorporation of such rules will in no event supersede these Arbitration Provisions. In the event of any conflict between the Utah Rules of Civil Procedure or the Utah Rules of Evidence and these Arbitration Provisions, these Arbitration Provisions shall control.

4.4. Answer and Default. The Arbitration Respondent shall deliver to the arbitrator and all parties to the Arbitration an answer and any counterclaims or crossclaims related to the Arbitration Notice within twenty (20) calendar days after the Arbitration Commencement Date.

4.5. Discovery. The Bound Parties agree that discovery shall be conducted as follows:

4.5.1. Written discovery will only be allowed if the likely benefits of the proposed written discovery outweigh the burden or expense thereof, and the written discovery sought is likely to reveal information that will satisfy a specific element of a claim or defense already pleaded in the Arbitration. The party seeking written discovery shall always have the burden of showing that all of the standards and limitations set forth in these Arbitration Provisions are satisfied.

4.5.2. Unless otherwise agreed to in writing by the Bound Parties, no party shall be allowed (i) more than fifteen (15) interrogatories (including discrete subparts), (ii) more than fifteen (15) requests for admission (including discrete subparts), (iii) more than ten (10) document requests (including discrete subparts), or (iv) more than three (3) depositions (excluding expert depositions) for a maximum of seven (7) hours per deposition. The costs associated with depositions will be borne by the party taking the deposition. Further, the party defending the deposition will submit a notice to the party taking the deposition of the estimated attorneys' fees that such party expects to incur in connection with defending (but not preparing for) the deposition. If the party defending the deposition fails to submit an estimate of attorneys' fees within five (5) calendar days of its receipt of a deposition notice, then such party shall be deemed to have waived its right to the estimated attorneys' fees. The party taking the deposition must pay the party defending the deposition the estimated attorneys' fees prior to taking the deposition, unless such obligation is deemed to be waived as set forth in the immediately preceding sentence. If the party taking the deposition believes that the estimated attorneys' fees are unreasonable, such party may submit the issue to the arbitrator for a decision. All depositions of Bound Parties will be taken in Washington County, Utah.

4.5.3. All discovery requests (including document production requests included in deposition notices) must be submitted in writing to the arbitrator and the other party. The party submitting the written discovery requests must include with such discovery requests a detailed explanation of how the proposed discovery requests satisfy the requirements of these Arbitration Provisions and the Utah Rules of Civil Procedure. The receiving party will then be allowed, within five (5) calendar days of receiving the proposed discovery requests, to submit to the arbitrator an estimate of the attorneys' fees and costs associated with responding to such written discovery requests and a written challenge to each applicable discovery request. After receipt of an estimate of attorneys' fees and costs and/or challenge(s) to one or more discovery requests, the arbitrator will within three (3) calendar days make a finding as to the likely attorneys' fees and costs associated with responding to the discovery requests and issue an order that (i) requires the requesting party to prepay the attorneys' fees and costs associated with responding to the discovery requests, and (ii) requires the responding party to respond to the discovery requests as limited by the arbitrator within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. If a party entitled to submit an estimate of attorneys' fees and costs and/or a challenge to discovery requests fails to do so within such 5-day period,

the arbitrator will make a finding that (A) there are no attorneys' fees or costs associated with responding to such discovery requests, and (B) the responding party must respond to such discovery requests (as may be limited by the arbitrator) within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. Any party submitting any written discovery requests to another party, including without limitation interrogatories, requests for production, or requests for admissions, must prepay the estimated attorneys' fees and costs, before the responding party has any obligation to produce or respond to the same, unless such obligation is deemed waived as set forth above.

4.5.4. To allow a written discovery request, the arbitrator must find that the discovery request satisfies the standards set forth in these Arbitration Provisions and the Utah Rules of Civil Procedure. The arbitrator must strictly enforce these standards. If a discovery request does not satisfy any of the standards set forth in these Arbitration Provisions or the Utah Rules of Civil Procedure, the arbitrator may modify such discovery request to satisfy the applicable standards or strike such discovery request in whole or in part.

4.5.5. Each party may submit expert reports (and rebuttals thereto), provided that such reports must be submitted within sixty (60) days of the Arbitration Commencement Date. Each party will be allowed a maximum of two (2) experts unless the arbitrator orders otherwise. Expert reports must contain the following: (i) a complete statement of all opinions the expert will offer at any hearing or arbitration and the basis and reasons for them; (ii) the expert's name and qualifications, including a list of all the expert's publications within the preceding ten (10) years, and a list of any other cases in which the expert has testified at trial, hearing, arbitration, or in a deposition or prepared a report within the preceding ten (10) years; and (iii) the compensation to be paid for the expert's report and testimony. The Bound Parties are entitled to depose any other party's expert witness one (1) time for no more than four (4) hours. An expert may not testify in a party's case-in-chief concerning any matter not fairly disclosed in the expert report.

4.6. Dispositive Motions. Each party shall have the right to submit dispositive motions pursuant to the Utah Rules of Civil Procedure (a "**Dispositive Motion**"). Within seven (7) calendar days of delivery of the Dispositive Motion the other party shall deliver to the arbitrator and to the other party a memorandum in opposition to the Dispositive Motion (the "**Memorandum in Opposition**"). Within seven (7) calendar days of delivery of the Memorandum in Opposition, as applicable, the party that submitted the Dispositive Motion shall deliver to the arbitrator and to the other party a reply memorandum to the Memorandum in Opposition ("**Reply Memorandum**"). If the applicable party shall fail to deliver the Memorandum in Opposition as required above, or if the other party fails to deliver the Reply Memorandum as required above, then the applicable party shall lose its right to so deliver the same, and the Dispositive Motion shall proceed regardless.

4.7. Confidentiality. All information disclosed by any party (or such party's agents) during the Arbitration process (including without limitation information disclosed during the discovery process) shall be considered confidential in nature. Each party agrees not to disclose any confidential information received during the Arbitration process and from the other party (or its agents) (including without limitation during the discovery process) unless (a) prior to or after the time of disclosure such information becomes public knowledge or part of the public domain, not as a result of any inaction or action of the receiving party or its agents, (b) such information is required by a court order, subpoena, or similar legal obligation to be disclosed if such receiving party has notified the other party thereof in writing and given it a reasonable opportunity to obtain a protective order from a court of competent jurisdiction prior to disclosure, or (c) such information is disclosed to the receiving party's agents, representatives, and legal counsel on a need to know basis who each agree in writing not to disclose such information to any third party. The arbitrator is hereby authorized and directed to issue a protective order to prevent the disclosure of privileged information and confidential information upon the written request of any party.

4.8. Authorization; Timing; Scheduling Order. Subject to all other portions of these Arbitration Provisions, the Bound Parties hereby authorize and direct the arbitrator to take such actions and make such rulings as may be necessary to carry out the Bound Parties' intent for the Arbitration proceedings to be efficient and expeditious. The Bound Parties hereby agree that an Arbitration Award must be made within one hundred eighty (180) calendar days after the Arbitration Commencement Date. The arbitrator is hereby authorized and directed to hold a scheduling conference within ten (10) calendar days after the Arbitration Commencement Date in order to establish a scheduling order with various binding deadlines for hearings, discovery, expert testimony, and the submission of documents by the Bound Parties to enable the arbitrator to render a decision prior to the end of such one hundred eighty (180) day period.

4.9. Relief. The arbitrator shall have the right to award or include in the Arbitration Award (or in a preliminary ruling) any relief which the arbitrator deems proper under the circumstances, including, without limitation, specific performance and/or injunctive relief, provided that the arbitrator may not award exemplary or punitive damages.

4.10. Fees and Costs. As part of the Arbitration Award, the arbitrator is hereby directed to require the losing party to (a) pay the full amount of any unpaid costs and fees of the Arbitration, and (b) reimburse the prevailing party for all reasonable attorneys' fees, arbitrator costs and fees, deposition costs, other discovery costs, and other expenses, costs, or fees paid or otherwise incurred by the prevailing party in connection with the Arbitration.

## **5. Miscellaneous.**

5.1. Severability. If any part of these Arbitration Provisions is found to violate or be illegal under applicable law, then such provision shall be modified to the minimum extent necessary to make such provision enforceable under applicable law, and the remainder of the Arbitration Provisions shall remain unaffected and in full force and effect.

5.2. Governing Law. These Arbitration Provisions shall be governed by the laws of the State of Utah without regard to the conflict of laws principles therein.

5.3. Interpretation. The headings of these Arbitration Provisions are for convenience of reference only and shall not form part of, or affect the interpretation of, these Arbitration Provisions.

5.4. Waiver. No waiver of any provision of these Arbitration Provisions shall be effective unless it is in the form of a writing signed by the party granting the waiver.

**EXHIBIT F  
TO  
DECLARATION OF CONDOMINIUM  
AND  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BLACK DESERT VILLAGES CONDOMINIUM**

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DISCLOSURE OF PUBLIC INFRASTRUCTURE DISTRICT (PID)

**BLACK DESERT PUBLIC INFRASTRUCTURE DISTRICT** (the “**District**”) hereby provides this notice of its creation and existence. The boundaries of the District are located in Washington County, State of Utah, and more particularly described as follows:

*See Exhibit “A”* attached and incorporated herein with this reference.

All of the property within the Association and its Master Community are within the District. A copy of the District’s Governing Documents are on file with Ivins City, Utah. The District may finance and repay infrastructure and other improvements through the levy of a property tax. The maximum debt mill levy of the District is .01 per dollar of taxable value, subject to adjustment as provided under Section 17B-2a-1207(8), Utah Code Annotated 1953, as may be amended from time-to-time. A limited tax bond issued by the District may be converted to a general obligation bond if allowed under Section 17B-2a-1207(3)(d), Utah Code Annotated 1953, as may be amended from time-to-time.

Disclosure regarding impact of any applicable property tax: Under the maximum property tax rate of the District, a primary residence valued at \$500,000 would have an additional annual property tax of \$2,750 for the duration of the District’s Bonds. A business property valued at \$500,000 would have an additional annual property tax of \$5,000 for the duration of the District’s Bonds.

EXHIBIT "A"  
TO  
DISCLOSURE OF PUBLIC INFRASTRUCTURE DISTRICT (PID)

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Exhibit A  
PID Boundary Description

BEGINNING AT THE EAST ¼ CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 01°17'15" WEST 1329.40 FEET ALONG THE SECTION LINE; THENCE NORTH 88°27'56" WEST 197.75 FEET ALONG THE NORTH LINE OF SECTIONAL LOT 9 OF SAID SECTION 4; THENCE SOUTH 28°17'29" EAST 206.34 FEET; THENCE SOUTH 11°24'38" EAST 137.29 FEET; THENCE SOUTH 48°56'39" EAST 44.36 FEET; THENCE SOUTH 87°54'14" EAST 35.96 FEET; THENCE SOUTH 82°30'25" EAST 127.57 FEET; THENCE SOUTH 06°23'42" WEST 84.40 FEET; THENCE NORTH 72°08'10" WEST 60.27 FEET; THENCE SOUTH 27°54'55" WEST 70.65 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF "ENTRADA AT SNOW CANYON -PHASE 2-" SUBDIVISION, SAID POINT ALSO BEING AT THE BEGINNING OF A NON-TANGENT CURVE, ENTRADA AT SNOW CANYON -PHASE 2-" SUBDIVISION, SAID POINT ALSO BEING AT THE BEGINNING OF A NON-TANGENT CURVE, SUBDIVISION, SAID POINT ALSO BEING AT THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°46'20", HAVING A RADIUS OF 300.00 FEET (RADIUS POINT BEARS SOUTH 19°13'30" WEST), AND WHOSE CHORD BEARS NORTH 85°09'40" WEST 149.07 FEET; THENCE RUNNING ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION IN THE FOLLOWING FOUR COURSES: WESTERLY ALONG THE ARC OF SAID CURVE 150.65 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°02'57", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 09°32'50" WEST), AND WHOSE CHORD BEARS NORTH 78°01'22" WEST 18.35 FEET; THENCE ALONG THE ARC OF SAID CURVE 13.78 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 142°21'08", HAVING A RADIUS OF 50.00 FEET (RADIUS POINT BEARS SOUTH 33°30'07" WEST), AND WHOSE CHORD BEARS SOUTH 52°19'33" WEST 94.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 124.23 FEET; THENCE NORTH 78°51'01" WEST 174.68 FEET; THENCE SOUTH 55°30'38" WEST 81.08 FEET; THENCE NORTH 36°04'49" WEST 91.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°28'05", HAVING A RADIUS OF 2045.30 FEET (RADIUS POINT BEARS SOUTH 77°11'59" WEST), AND WHOSE CHORD BEARS NORTH 20°02'03" WEST 515.09 FEET; THENCE ALONG THE ARC OF SAID CURVE 516.46 FEET TO THE NORTH LINE OF SAID SECTIONAL LOT 9; THENCE NORTH 88°27'56" WEST 2087.65 FEET ALONG THE NORTH LINE OF SECTIONAL LOTS 9 AND 8 OF SAID SECTION 4 TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 4; THENCE NORTH 88°56'23" WEST 1329.94 FEET ALONG THE SOUTH 1/16 LINE OF SAID SECTION 4; THENCE NORTH 00°34'52" EAST 1334.33 FEET ALONG THE WEST 1/16 LINE TO THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 4; THENCE NORTH 00°23'18" EAST 1324.37 FEET ALONG SAID WEST 1/16 LINE TO THE SOUTHWEST CORNER OF SECTIONAL LOT 2 OF SAID SECTION 4, SAID POINT ALSO BEING ON THE SOUTH BOUNDARY LINE OF "PADRE CANYON ESTATES UNIT 1 - PADRE CANYON ESTATES UNIT 1 - PHASE 1" SUBDIVISION; THENCE SOUTH 88°47'01" EAST 899.84 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE SOUTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION; SUBDIVISION; THENCE SOUTH 88°47'01" EAST 899.84 FEET ALONG SAID



SOUTH BOUNDARY LINE TO THE SOUTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION; THENCE NORTH 00°45'46" EAST 317.65 FEET ALONG THE EAST BOUNDARY LINE OF SAID SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE LEAVING SAID SUBDIVISION BOUNDARY RUNNING SOUTH 89°24'44" EAST 224.81 FEET; THENCE SOUTH 89°14'01" EAST 220.65 FEET; THENCE NORTH 01°24'55" EAST 442.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°51'01", HAVING A RADIUS OF 495.45 FEET (RADIUS POINT BEARS SOUTH 57°10'23" EAST), AND WHOSE CHORD BEARS NORTH 36°45'07" EAST 67.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 67.88 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 39°23'39", HAVING A RADIUS OF 558.71 FEET (RADIUS POINT BEARS NORTH 49°19'22" WEST), AND WHOSE CHORD BEARS NORTH 20°58'49" EAST 376.62 FEET; THENCE ALONG THE ARC OF SAID CURVE 384.15 FEET; THENCE NORTH 01°16'59" EAST 92.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 30.00 FEET (RADIUS POINT BEARS NORTH 88°43'01" WEST), AND WHOSE CHORD BEARS NORTH 43°43'01" WEST 42.43 FEET; THENCE ALONG THE ARC OF SAID CURVE 47.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF "SNOW CANYON PARKWAY"; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING EIGHT COURSES: SOUTH 88°43'01" EAST 109.12 FEET TO THE SNOW CANYON PARKWAY"; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING EIGHT COURSES: SOUTH 88°43'01" EAST 109.12 FEET TO THE ; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING EIGHT COURSES: SOUTH 88°43'01" EAST 109.12 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56°18'02", HAVING A RADIUS OF 460.00 FEET (RADIUS POINT BEARS SOUTH 01°17'00" WEST), AND WHOSE CHORD BEARS SOUTH 60°33'59" EAST 434.04 FEET; THENCE ALONG THE ARC OF SAID CURVE 452.01 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°28'15", HAVING A RADIUS OF 790.00 FEET (RADIUS POINT BEARS NORTH 57°35'03" EAST), AND WHOSE CHORD BEARS SOUTH 38°09'05" EAST 137.90 FEET; THENCE ALONG THE ARC OF SAID CURVE 158.16 FEET; THENCE SOUTH 43°53'13" EAST 2181.61 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 48°11'23", HAVING A RADIUS OF 100.00 FEET (RADIUS POINT BEARS SOUTH 46°06'47" WEST), AND WHOSE CHORD BEARS SOUTH 19°47'32" EAST 81.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 84.11 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 99°56'13", HAVING A RADIUS OF 110.00 FEET (RADIUS POINT BEARS SOUTH 85°41'50" EAST), AND WHOSE CHORD BEARS SOUTH 45°39'56" EAST 168.45 FEET; THENCE ALONG THE ARC OF SAID CURVE 191.865 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°10'19", HAVING A RADIUS OF 100.00 FEET (RADIUS POINT BEARS SOUTH 03°55'23" EAST), AND WHOSE CHORD BEARS SOUTH 72°20'14" EAST 73.58 FEET; THENCE ALONG THE ARC OF SAID CURVE 75.35 FEET; THENCE SOUTH 50°30'18" EAST 695.11 FEET; THENCE SOUTH 43°12'29" WEST 169.49 FEET TO THE EAST-WEST CENTER SECTION LINE OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE

NORTH 89°06'55" WEST 133.42 FEET ALONG SAID CENTER SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 12,123,152 SQUARE FEET OR 278.309 ACRES.