

WHEN RECORDED RETURN TO:

R.P. Hunter
3047 W 770 N
Provo, Utah 84601

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Restrictive Covenants PAGE 1 / 41
CRAIG J. SPERRY, JUAB COUNTY RECORDER
FEE \$ 122.00 BY RP HUNTER



**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
HUNTER'S VILLAGE
NEPHI, JUAB COUNTY, UTAH**

**DECLARATION OF CONDOMINIUM
OF
HUNTER'S VILLAGE
A UTAH CONDOMINIUM PROJECT**

This Declaration of Condominium, hereinafter referred to as the "Declaration" is made and executed this 2nd day of February, 2007, by R.P. Hunter, hereinafter referred to as the "Declarant".

RECITALS

A. Description of Land. The Declarant is the owner of the parcel of land, hereinafter referred to as the "land", which is located in Nephi, County of Juab, and State of Utah and described on attachment #1.

B. Building and Improvements. Certain buildings and other improvements have been or will be constructed on the land shown on the map referred to below.

C. Record of Survey Map. The Declarant intends to execute, acknowledge, and record in the office of the County Recorder of Juab County, State of Utah, a certain instrument pertaining to the project entitled Hunter's Village, a Utah Condominium Project. The Map consists of nine sheets and has been prepared by Ludlow Engineering and Land Surveying, and certified by Stephen L. Ludlow, a Registered Utah Land Surveyor

D. Intent and Purpose. The Declarant intends by recording this Declaration and the Map to submit the land, the buildings, and all other improvements situated in or upon the land to the provisions of the Utah Condominium Ownership act, Utah Code Annotated, Section 57-8-1, et seq. (hereinafter referred to as the "Condominium Act") as a fee simple Condominium Project and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all condominiums within said project and the Owners thereof.

NOW THEREFORE, the Declarant does hereby make the following declaration:

**ARTICLE I
DEFINITIONS**

1.01. Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.02. "Articles of Incorporation" shall mean the Articles of Incorporation of the Hunter's Village Association, a Utah non-profit corporation, attached hereto as Exhibit "B" and incorporated herein by this reference.

1.03. "Association" shall mean the Hunter's Village Association, a Utah non-profit corporation, organized to be the Association referred to herein.

1.04. "Board of Trustees" shall mean the governing board or management committee of the Association, appointed or elected in accordance with the Declaration and in accordance with the Articles of Incorporation and Bylaws of the Association.

1.05. "Buildings" shall mean the four separate buildings located within the Project, as such buildings are shown on the map. Each building consists of eight (8) condominium units.

- 1.06. "Bylaws" shall mean the Bylaws of the Hunter's Village Association. A Utah non-profit Corporation attached hereto as Exhibit "C" and incorporated herein by this reference.
- 1.07. "Common Areas" shall mean all areas and facilities in the project, except the Units as defined in Section 1.26 below and; including, without limitation, the land within the project, which is hereby submitted to the provisions of the Act; all common areas and facilities as hereinafter described and as designated as such on the Map; all landscaped and planted areas, parking stalls, access roads, and exterior lighting; and all other parts of the Project necessary or convenient to its existence, maintenance and safety.
- 1.08. "Common Expense Fund" shall mean the fund created or to be created pursuant to the provisions of Article IX of this declaration and into which all monies of the Association shall be deposited.
- 1.09. "Condominium" or Condominium Unit shall mean a Unit (as defined in Section 1.26 below) and the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas appurtenant to such Unit, as set forth in Exhibit A attached hereto and by this reference made a part hereof.
- 1.10. "Condominium Act" shall mean the Utah Condominium Ownership Act, Utah Code Annotated, Section 57-8-1, et seq.
- 1.11. "Declarant" shall mean R.P. Hunter and his successors and assigns.
- 1.12. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation.
- 1.13. "FNMA" shall mean Federal National Mortgage Association.
- 1.14. "Institutional Holder" shall mean a mortgage company which is a bank or a savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency which has first mortgage lien on any Unit in the Project.
- 1.15. "Land" shall mean the land upon which the Project is situated, as more particularly described on Attachment #1 hereto.
- 1.16. "Lease" shall mean any agreement for the leasing or rental of the property.
- 1.17. "Limited Common Areas" shall mean any common areas designated for use by a specific Unit or Units, to the exclusion of all other Units in the Project. Any balconies, porches, storage areas, parking stalls, sidewalks, or storage facilities that are identified on the Map with the same number or other designation by which a Unit is identified or is (in the case of balconies) adjacent to the Unit, shall be Limited Common Areas for the exclusive use of the Owner of the Unit bearing the same number or designation.
- 1.18. "Manager" shall mean the person, firm, or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.
- 1.19. "Map" shall mean the Record of Survey Map for the Hunter's Village Condominiums recorded or to be recorded in the office of the County of Juab, State of Utah. The map is filed concurrently.
- 1.20. "Mortgage" shall mean any mortgage, deed of trust, or other security or other security instrument by which a Condominium or any part thereof is encumbered.
- 1.21. "Mortgagee" shall mean (i) any persons named as the mortgagee or beneficiary under any Mortgage or Deed of Trust by which the interest of any Owner is encumbered, or (ii) any successor to the interest of such person under such Mortgage or Deed of Trust.

1.22. "Mortgage Servicer" shall mean a Mortgagee who services any Mortgage or Deed of Trust on any individual Condominium Unit in the Project.

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

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

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

1.26. "Unit" or Condominium Unit shall mean an individual unit located within a building of the Project. Each Condominium Unit consists of the entire Condominium Unit with the following exceptions: (a) any balconies, patios, porches and storage unit (which shall constitute Limited Common Areas as defined in Section 1.17 above); (b) the exterior covering of the roof (meaning mat and shingles); (c) the exterior walls. For purposes of this Declaration, items 1.26(b) and (c) shall constitute Common Areas as defined in Section 1.07 above. All other portions of the entire building, including but not limited to, all heating and cooling fixtures, systems and equipment; all walls, floors, ceilings, windows and doors; all fixtures and improvements; all painted walls and ceilings, permanently installed floor coverings; all bearing walls, foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits and wires, shall constitute part of the respective unit.

ARTICLE II SUBMISSION AND DIVISION OF PROJECT

2.01. Submission to Condominium Act. The Declarant hereby submits the land, the buildings, and all other improvements now or hereafter made in or upon the land to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a fee simple Condominium Project to be known as Hunter's Village, a Utah Condominium Project. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said Property and division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit on the land and shall be binding upon the Declarant, its successors and assigns, and to any persons acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, and to their respective personal representatives, heirs, successors, and assigns.

2.02. Division into Condominiums. The Project is hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas, as set forth in Exhibit A attached hereto.

**ARTICLE III
BUILDINGS AND IMPROVEMENTS**

3.01. Buildings and Improvements. The buildings and other improvements, which have been constructed on the land, are described on the Map.

3.02. Description of Units. The Map contains the Unit number and location of each Unit in the Project and all other information necessary to identify each such Unit. Any references to dimensions are approximate as to size and are shown for the purpose of identification only. Purchaser assumes sole responsibility to confirm Unit sizes and conditions prior to closing.

3.03. Description of Common Areas. The Map contains a description of the Common Areas of the Project, which includes, but is not limited to the parking stalls, roadways, trails, landscaping, tot lot and bowery area. This property is common and is reserved for the use of the owners within the development. Each owner has 1/32 interest in the common area. This area is subject to easements needed for Nephi City Public Utilities.

3.04. Description of Limited Common Areas. The Map contains a description of the Limited Common Areas of the Project. The Map also designates the Unit or Units to which each of the Limited Common Areas is reserved. It represents the area immediately around the buildings 1-4. It also represents the patios of each unit. It is described as property that is controlled by each of the 8 unit owners of each building. Each owner has a 1/8 interest in the limited common area of the building containing the owner's unit. This area is subject to easements needed for Nephi City Public Utilities.

**ARTICLE IV
NATURE OF THE INCIDENTS OF CONDOMINIUM OWNERSHIP**

4.01. Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, wallpaper, carpet, or otherwise decorate, alter and remodel the interior surfaces of the Unit. Provided however, any alterations or remodels shall: (i) comply with all applicable laws, ordinances, and building codes; and (ii) not encroach upon the Common Areas or any part thereof, unless the Board of Trustees shall consent in writing to such encroachment.

4.02. Maintenance of Units. Each Owner shall keep up the interior of the Unit, including without limitation, interior walls, windows, ceilings, floors, and permanent fixtures. In the event that any such Unit shall develop an unsanitary or unclean condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Board of Trustees, the Board of Trustees on behalf of the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.

4.03. Title. Title to a condominium within the Project may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation joint tenancy or tenancy in common. No Unit shall be separated as to ownership into time intervals. No timeshare arrangement of any kind shall be allowed in the Project.

4.04. Ownership of Common Areas. Except as otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas (other than Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association. Except as otherwise provided in this Declaration, any Owner shall have the exclusive right to use and enjoy any Limited Common Areas that may be designated for exclusive use by such Owner.

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

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

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

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

4.09. Mechanics Liens. Mechanics liens will only be permitted as allowed by current Utah State laws.

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

ARTICLE V EASEMENTS

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

5.02. Easements for Maintenance, Cleaning and Repair. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas from

time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair or replacement of any Common Areas or for the making of emergency repairs at any time therein necessary to prevent damage to the Common Areas or to any Unit. In addition agents of the Association may enter any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping, construction, or reconstruction for which for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund.

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

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

5.05. Easements Deemed Created. All conveyance of Condominiums within the Project hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific references to such easements appear in any such conveyance.

5.06. Public Pedestrian Easement.

5.07. Preservation Easement.

ARTICLE VI RESTRICTIONS ON USE

6.01. Residential Use. All Units within the Project shall be used exclusively for residential living and for no other purpose.

6.02. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or which may cause disturbance or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

6.03. Restrictions on Signs. No signs, flags, or advertising devices of any nature, including but without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any part of the Project, without prior inspection and written approval of the Board of Trustees, except as may be necessary temporarily to caution or warn of danger. If the Association consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Association.

6.04. Pets and Animals. Household pets may be kept or housed in Units when expressly permitted in writing by the Board of Trustees. The Board of Trustees shall have the discretion to disallow any pets which, in the opinion of the Board, are dangerous or may constitute a nuisance. Each owner who desires to keep a pet in the Owner's Unit shall apply in writing to the Board of Trustees for permission to keep such a pet. Pet guidelines coincide with the Nephi City ordinances for pets or animals. In no event shall any pet be permitted in any portions of the Common Areas unless carried or on a leash. Each owner who keeps a pet in a Unit shall indemnify and hold all other owners harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such a pet in the Project. If a pet disturbs other owners by barking or biting, or in other ways becoming obnoxious or a nuisance, the Board of Trustees will give notice and/or fines to the owner of such pet to cause annoyance to be discontinued;

and if such annoyance is not discontinued and corrected, the Board of Trustees may penalize the Unit owner and/or pet owner and revoke its permission to keep the pet in the Project and notify the owner of the pet to remove the pet from the Project. In the event the owner fails to remove the pet from the Project within 10 days from the date of notice from the Board, the Board shall have the right to cause the pet to be removed from the project and to charge the cost thereof to the owner.

6.05. No Alterations. No owner shall, without the prior written consent of the Board of Trustees in each specific instance, make or cause to be made any alteration, addition, removal, or improvement in the Common Areas or any part thereof, nor do any act that would impair the structural soundness or integrity of the Buildings or other improvements, or jeopardize the safety of property or impair any easement appurtenant to the Project.

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

6.07. No Overloading. No Owner shall bring anything into his Unit or permit anything to be done in his Unit that will cause damage to the Building. No Owner shall permit the use or operation in his Unit of any equipment, machinery, or other apparatus that will in any manner injure, vibrate, or shake the building, or portions thereof.

6.08. Prohibition of Damage and Certain Activities. Except with the prior written consent of the Board of Trustees, nothing shall be done or kept in any Unit, in the Common Areas, or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the Owners from and against all loss resulting from any such damage as was caused by such Owner or by the guests, tenants, licensees, or invitees of such Owner.

6.09. No Commercial Business. No commercial business shall be permitted within the Project.

6.10. Lease Restrictions. No Unit owner shall lease to more individual tenants than allowed by Nephi City. Any tenancy agreements shall be required to provide that the terms of the tenancy shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be in default of the provisions of the Declaration, the Articles and the Bylaws of the Association.

6.11. Rules and Regulations. Each Owner shall comply strictly with all rules and regulations adopted by the Association for the governance of the Units, the Common Areas, and the Project, as such rules and regulations may be modified, amended, and construed by the Association in the sole discretion of its Board of Trustees.

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

6.13. No Unsightliness. No unsightliness shall be permitted within the project. Without limiting the generality of the foregoing: (a) no trailers, boats, recreational vehicles, mobile homes, tractors, truck campers, shall be kept or permitted to remain upon the Property; (b) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any portion of the Project; (c) no lumber,

grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap, shall be kept, stored or allowed to accumulate on any portion of the Project; (d) refuse, garbage and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (e) hanging, drying or airing of clothing or household fabrics outside of a Unit shall not be allowed; and (f) in order to maintain a uniform exterior appearance of the buildings in the Project, all window coverings on windows in the Project shall be identical in style and quality approved by the Board.

ARTICLE VII THE ASSOCIATION

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

7.02. Board of Trustees. Until such time as the responsibility for electing the Trustees of the Association is turned over to the Owners in accordance with Utah law, Declarant shall have the exclusive right to appoint and to remove all such trustees. This exclusive right shall terminate after the first to occur of the following:

- (a) Five years from the date on which this Declaration is recorded, or
- (b) After Units to which sixty percent (60%) of the undivided interest in the Common Areas appertain have been conveyed.

7.03. Votes. The Association shall have one class of voting membership. Members shall be entitled to one (1) vote for each Unit in which they hold an interest. When more than one person holds such an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast for any one unit. All voting rights shall be subject to the restrictions and limitations provided herein, and in the Articles of Incorporation and Bylaws of the Association.

7.04. Amplification. The provisions of this Article VII may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration. The initial Bylaws of the Association shall be in the form of Exhibit C attached hereto and by this reference made a part hereof.

ARTICLE VIII CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND BOARD OF TRUSTEES

8.01. The Common Areas. The Board of Trustees, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereof, and shall keep the same in good, clean, attractive, safe and sanitary condition, order and repair. Unless otherwise stated

herein, each Owner shall keep the Limited Common Areas designated for use in connection with the respective Unit, if any, in a clean, sanitary, and attractive condition. The Association shall be responsible for the maintenance and repair of the exterior of the Buildings, other improvements and grounds, including without limitation painting thereof, repair and replacement of exterior trim, shingles and mat, maintenance of landscaping, walkways, driveways, and parking areas. All goods and services procured by the Board of Trustees in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

8.02. Miscellaneous Goods and Services. The Board of Trustees may, on behalf of the Association, obtain and pay for the services of such personnel as the Board of Trustees shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Board of Trustees may, on behalf of the Association, obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Board of Trustees may, on behalf of the Association, acquire and pay for out of the Common Areas Expense Fund: water services provided to the Common Areas; insurance; bonds; and other goods and services common to the Units.

8.03. Real and Personal Property. The Board of Trustees may acquire and hold on behalf of the Association, real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise; provided that any disposition of any real, personal, or mixed property by the Board of Trustees wherein the value of such property exceeds \$1,000.00 must be approved by a vote of at least sixty percent (60%) of the Total Votes of the Association at a meeting duly called for that purpose. All common property shall be part of the fund.

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

8.05. Granting Easements. The Board of Trustees may, without vote or consent of the Owners or of any person, grant or create, on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Areas.

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

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

ARTICLE IX ASSESSMENTS

9.01. Agreement to Pay Assessments. The Declarant, for each Condominium owned by it within the Project, and for and as the Owner of the Project and every part thereof, hereby covenants and agrees that each Owner, if any Condominium by the acceptance of instruments of conveyance and transfer therefore, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purpose provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article IX. The obligation of the Declarant to pay assessments for a Unit

shall not commence until the particular Unit is ready for occupancy as evidenced by a Certificate of Occupancy from Nephi City.

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

(a) Common Expense. Annual Assessments shall be based upon advance estimates of the Association's cash requirements to provide payments for all estimated expenses arising out of or connected with maintenance and operations of the Common Areas. Such estimated expenses may include, among other things, the following: Expenses of management; real property taxes and special assessments (unless and until the condominiums are separately assessed); premiums for the insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees, including fees for a Manager (if any); utility charges, including charges for utility services to the Units to the extent not separately metered or billed; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate reserve, major maintenance reserve, and/or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas that must be replaced on a periodic basis, and such extraordinary special assessments; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from the assessments under this Section 9.02 shall be part of the Common Expense Fund.

(b) Apportionment. Expenses attributed to the Common Expense or to the Project as a whole shall be apportioned among and assessed to all Owners in proportion to their respective undivided interests in the Common Areas. The Declarant shall be liable for the amount of any assessments against Condominiums owned by it.

(c) Annual Budget. Annual Assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31. On December 15th of each year the Board of Trustees shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated expense of Common Expense for such fiscal year, anticipated receipts (if any), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as the major guideline under which the project shall be operated during such annual period.

(d) Notice of Payment. The Board of Trustees shall notify each Owner as to the amount of the Annual Assessment against his Condominium on or before December 15th each year for the fiscal year beginning on January 1st next following. Each Annual Assessment shall be payable in advance in twelve (12) monthly installments, one such installment due on the first day of each month, provided, however, the Annual Assessment for the first fiscal year shall be based upon a portion of the first fiscal year and shall be payable in such installments and at such times as the Association in the sole direction of its Board of Trustees, may determine. The time for the interval of payment installments may be changed by the Trustees. All unpaid installments of any Annual Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date each such installment becomes due, until paid. In addition, in the event that any installment of any Annual Assessment is not paid on the date such installment becomes due, it shall be subject to a penalty for late payment of ten dollars (\$10.00) per day from the date each such installment becomes due until paid. The failure of the Board of Trustees to give timely notice of any Annual Assessments as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

(e) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including non-payment of any Owner's assessment,

the Board of Trustees may on behalf of the Association levy additional assessments in accordance with the procedures set forth in Section 9.03 below, except that the vote therein specified shall not be necessary.

9.03. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Board of Trustees may, on behalf of the Association, levy, at any time and from time to time, upon affirmative vote of at least sixty percent (60%) of the Total Votes of the Association, Special Assessments, payable over such periods as the Board of Trustees may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of each such special Assessment and the time for payment shall be due in fifteen (15) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such portions become due until paid. In addition, in the event that any Special Assessment is not paid on the date such Special Assessment becomes due, it shall be subject to a penalty for the late payment of ten dollars (\$10.00) per day from the date each such Special Assessment becomes due until paid. All funds received from assessments under this Section shall be a part of the Common Expense Fund.

9.04. Lien for Assessment. All sums assessed to Owners of any Condominium within the Project pursuant to the provisions of this Article IX, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Board of Trustees may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium, and a description of the Condominium. Such a notice shall be signed and acknowledged by a duly authorized officer or agent of the Association and may be recorded in the office of the County Recorder of Juab County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted under the laws of the State of Utah. In any foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorney's fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Condominium which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Trustees shall have the right and power on behalf of the Association to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Condominium in the name of the Association.

9.05. Personal Obligation of Owner. The amount of any Annual or Special Assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the name. No owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Condominium or by waiving any services or amenities for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

9.06. Statement of Account. Upon payment of a reasonable fee not to exceed \$25.00 and upon written request of any Owner, Mortgagee, or prospective purchaser of a Condominium, the Board of Trustees shall issue a written statement setting forth the following: The amount of the unpaid assessments, if any, with respect to such Condominium; the amount of the current Annual Assessments and the date or dates upon which installments thereof become due, less credit for advanced payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums. Such statements shall be

conclusive upon the Association in favor of persons who rely on good faith. In the event that the Board of Trustees fails upon written request to issue such a written statement, any unpaid assessments with respect to such Condominium which become due prior to the written receipt of such written request by the Board of Trustees shall become subordinate to a lien held by the person or entity requesting such statement.

9.07. Personal Liability of Purchaser. Subject to the provisions of Section 9.06, a purchaser of a Condominium shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Condominium up to the time of the grant or conveyance; provided, however that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

9.08. Amendment of Article. This Article IX shall not be amended unless the Owners of at least eighty percent (80%) of the Condominium Units in the Project consent and agree to such amendment in a duly recorded instrument.

ARTICLE X INSURANCE

10.01. Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah.

(a) Master Property Insurance. The Association shall obtain and maintain a "master" or "blanket" Multi-Peril policy of property insurance on the Project equal to a full replacement value (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation, and other items normally excluded from coverage) of the Project (including all building service equipment and the like and any fixtures or equipment within the Condominium Unit which are financed under the mortgage) with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and if required by FNMA or FHLMC Demolition and Contingent Liability from Operation of Building Laws Endorsements, an Increased Cost of Construction Endorsement, an Earthquake Damage Endorsement, and other endorsements as necessary. Such insurance shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage, and such other risks as are customarily covered in similar projects and as are commonly required by private institutional mortgage investors for projects similar in construction, location and use. All policies of property insurance shall provide that, despite any provisions giving the insurance carrier 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 Association may be a party, or any requirement by law. Any blanket policy of property insurance shall contain or have attached a standard mortgage clause (without contribution) customarily used in the area in which the Project is located which must be endorsed to provide that any proceeds shall be paid to the Hunter's Village Association for the use and benefit of first mortgagee as their interests may appear and naming the mortgage service, its successors and assigns as the first mortgagee.

(b) Public Liability Insurance. The Association shall obtain and maintain comprehensive policy of public liability insurance covering all of the Common Areas and Facilities, commercial spaces and public ways (if any) in the Project, with a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of a condominium Unit owner because of the negligent acts of the Association or another condominium Unit owner, with limits not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence including protection against water damage liability, for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The scope of coverage also includes all other

coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.

(c) Workmen's Compensation Insurance. The Association shall obtain and maintain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Flood Insurance. Not applicable

(e) Notwithstanding any other provisions contained herein to the contrary, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium development projects established by the Federal National Mortgage Association and the Government National Mortgage Association, so long as either is a mortgagee or owner of a Condominium within the projects, except to the extent such coverage is not available or has been waived in writing by the Federal National Mortgage Association or the Government National Mortgage Association.

10.02 Insurance Policy Requirements. The Master Multi-Peril Property, Public Liability and Flood Insurance policies obtained by the Association pursuant to Section 10.1 (a), (b), (c), and (e), shall be subject to the following:

(a) The named insured under any such policies shall be the Association, as a trustee for the Unit owners, or its authorized representative, including any trustee with which such 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 these policies; and

(b) Insurance coverage obtained and maintained pursuant to the requirement of Section 10.1 (a) and (b) shall not be brought into contribution with insurance purchased by the Unit owners or their mortgagees;

(c) Coverage must not be prejudiced by (i) an act or neglect of the Unit owners when such act or neglect is not within the control of the Association or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control;

(d) Coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior to written notice to any and all insured, including the Mortgage Services; and

(e) All policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, the owner of any condominium Unit and/or their respective agents, employees or tenants, and of any defenses based on co-insurance or on invalidity arising from the acts of the insured

(f) Each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Report of Class VI or better.

(g) Policies shall be deemed unacceptable where (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against a Condominium Unit Owner, his first mortgagee or any first mortgagee's designee or such designee's designee; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent a Condominium Unit Owner, his first

mortgagee or any first mortgagee's designee or such designee's designee from collecting insurance proceeds.

(h) All policies of hazard insurance shall contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Project is located. The mortgagee clause shall provide that the insurance carrier shall notify the Mortgage Servicer at the Mortgage Servicer's address at least 10 days in advance of the effective date of any reduction in or cancellation of the policy.

10.03. Custody of Insurance Policies. The Board of Trustees shall provide the Mortgage Servicer with a copy of the "master" or "blanket" policy of Multi-Peril property insurance, including copies of endorsements to such policy as required by FHLMC or FNMA, and where applicable, a copy of any flood insurance policy, a copy of the comprehensive policy of public liability insurance an appropriate certificate or memorandum of insurance as to each Unit in the Project which is the subject of a mortgage being serviced for FHLMC and FNMA and all other insurance drafts, policies, notices, invoices, and other similar documents.

10.04. Notice of Loss. The Association shall notify the Mortgage Servicer at the Servicer's address whenever (a) damage to a Unit exceeds \$1,000, and/or (b) damage to Common Areas exceeds \$10,000.

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

10.06. Owner's Own Insurance. Each Owner, at his own expense, may procure and maintain at all times fire and extended coverage insurance covering personal property of such owner and additional fixtures and improvements added by such owner against loss by fire and other casualties, including without limitation vandalism and malicious mischief. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article. Notwithstanding the provisions hereof, each Owner may obtain insurance at his own expense providing such other coverage upon his Condominium, the Owner's personal property, for the Owner's personal property liability, and covering such other risks as the Owner may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance shall contain a waiver of the insurance company's right of subrogation against the Association, the Declarant, the Manager, other Owners, and their respective servants, agents, and guests.

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

**ARTICLE XI
DAMAGE OR DESTRUCTION**

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

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

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

(a) Notices to First Mortgagees. The Association shall give timely written notice to any Institutional Holder of any first mortgage on a Unit in the event of substantial damage to or destruction of any Unit or any part of the Common Areas.

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

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

(d) Insufficient Insurance – Less than 75% Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damage or destroyed part of the Project, and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessments shall be allocated and collected as provided in Section 9.03 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of the insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(e) Insufficient Insurance – 75% or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damage or destroyed part of the Project, and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed as provided in Section 11.03 hereof, if but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote of at least eighty percent (80%) of the Total Votes of the Association to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Juab County, State of Utah, a notice setting forth such facts. Upon the recording of such notice the following shall occur:

(i) The Project which shall be deemed to be owned in the common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Common Areas;

(ii) The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Common Areas;

(iii) Any liens affecting any of the Condominiums shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

(iv) The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

(f) In no event shall an owner of a Unit or any other party have priority over the Institutional Holder of any first mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

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

11.05 Disbursement of Funds for Repair and Reconstruction. If the repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Section 11.03(c) and (d) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair and reconstruction shall be made from insurance proceeds, if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of Ownership of the Common Areas.

11.06 Amendment of Article. This Article XI shall not be amended unless the Owners of at least eighty percent (80%) of the Condominium Units in the Project consent and agree to such amendment by duly executed and recorded instruments.

ARTICLE XII CONDEMNATION

12.01 Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any building or portion thereof, or the common areas and facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or proposed, notice must be given to each Unit owner in the Project and to any Institutional Holder of any first mortgage on a Unit in the Project.

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

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

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

- (a) Allocation of Award. As soon as practicable, the Board of Trustees shall, on behalf of the Association, apportion the condemnation award between compensation, severance damages, or other proceeds, and shall allocate such apportioned amounts and pay the same to the Owners as follows:
 - (j) The total amount apportioned to taking of, or injury to, the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken) in proportion to their respective undivided interests in the Common Areas;
 - (ii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Condominiums that have not been taken, in proportion to their respective undivided interests in the Common Areas;
 - (iii) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owners of such Unit;
 - (iv) The total amount of apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determined to be equitable under the circumstances.
 - (v) If apportionment or allocation is already established by negotiation, judicial decree, statute, or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable.
 - (vi) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as appropriate; and
 - (vii) No provisions of this Article XII or any other provisions in this Declaration, the Articles, or the Bylaws shall entitle the owner of a Unit or other party to priority over any institutional holder of any first mortgage on such Unit with respect to the distribution to such Unit of the proceeds of any award, settlement, or proceeds from any eminent domain or condemnation proceedings.
- (b) Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall not terminate, but shall continue. In such event the Project shall be reorganized as follows:
 - (i) If any partial taking results in the taking of an entire Unit, the Owner thereof shall cease to be a Member of the Association and all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas.
 - (ii) If any partial taking results in the taking of a portion of a Unit and if no determination is made by the Board of Trustees that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this

Declaration, then the fair market value of such remaining portion of the Unit shall be determined by the Board of Trustees and all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reduced in proportion to the diminution in fair market value of such Unit resulting from the taking. The voting rights and undivided interest in the Common Areas so divested from such Unit shall be reallocated to, and shall appertain to, such Unit and the other respective undivided interests in the Common Areas; provided, however, that such Unit shall participate in such reallocation on the basis of the undivided interest reduced in accordance with the preceding sentence.

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

(iv) The Board of Trustees shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section 12.04(b); provided, however, that if any such determination shall have been or such action taken by judicial decree, the Board of Trustees shall defer thereto and proceed in accordance therewith.

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

ARTICLE XIII RIGHTS OF MORTGAGEES

In order to induce various lenders and lending agencies to participate in the financing of Units within the Project, this Article XIII is included in this Declaration. To the extent these added provisions, pertaining to the rights of such lenders and lending agencies conflict with any other provisions of this Declaration, these added restrictions shall control. For purposes of this Article XIII, the terms "Eligible Holder" and "Eligible Insurer Guarantor" refer to a Holder, Insurer or Guarantor of any first mortgage or trust of deed on a Unit has provided a written request to the Association, to be notified of any proposed amendment or action described in Paragraph 13.05 or Paragraph 13.06 below.

13.01. Declaration. Notwithstanding any other provision of the Declaration, no amendment or violation of the Declaration shall operate to defeat or render invalid the rights of any mortgagee of a Unit made in good faith and for value, provided that after the foreclosure of any such mortgage, such Unit shall remain subject to the Declaration.

13.02. Priority of Mortgage. Each first mortgage encumbering any Unit, which obtains title to such Unit pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Unit free and clear of any claims for unpaid Assessments or charges against such Unit which accrued after the time such mortgagee recorded its mortgage, and prior to the time such mortgagee acquires title to such Unit.

13.03. Right to Examine. First mortgagees, upon written request, shall have the right to (a) examine the books and records of the Association during normal business hours; (b) require from the Association the submission of annual audited financial reports and other financial data; (c) receive written notice of all meetings of the Owners; and (d) designate, in writing, a representative to attend all such meetings.

13.04. Authorization to Furnish Information. Each Owner hereby authorizes the first mortgagee of a first mortgage on his Unit to furnish information to the Board concerning the status of the first mortgage and the loan which it secures.

13.05. Right to Amend. Unit owners shall have the right to amend the Declaration according to its terms, subject to the rights of Eligible Holders to participate in the amendment process as provided in this paragraph. Amendments shall be agreed to as provided in Section 16.05 of this Declaration. Additionally, approval to amendments of a material nature must be also obtained from Eligible Holders representing at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Holders. A change to any of the following would be considered material:

Voting rights;

Assessments, assessment liens, or subordination of assessment liens;

Reserves for maintenance, repair and replacement of Common Area;

Responsibility for maintenance and repairs;

Reallocation of interests in the Common Area, or rights to its use;

Boundaries of any Unit;

Convertibility of Units into Common Area or vice-versa;

Insurance or fidelity bonds;

Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

A decision by the Association to establish self-management when professional management had been previously required by an Eligible Holder;

Restoration or repair of the Development (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration;

Any action to terminate the legal status of the Project after substantial destruction or condemnation (when Unit Owners are considering termination of the legal status of the Project for reasons other than substantial destruction or condemnation, approval must be obtained from Eligible Holders representing at least sixty-seven percent (67%) of the votes of the Units that are subject to mortgages held by Eligible Holders); or

Any provisions that expressly benefit mortgage holders, insurers or guarantors.

If the Association determines that an additional amendment to the Declaration is not a material change, the approval of Eligible Holders shall be implied by the failure of an Eligible Holder to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made.

13.06. Written Notice. Each Eligible Holder and each Eligible Insurer or Guarantor is entitled to timely written notice of the following:

Any Condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;

Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner;

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

Any proposed action that requires consent of a specified percentage of Eligible Holders.

In addition to the foregoing, the Board shall have the power and authority, without vote of the Association, to enter such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of any generally recognized federal agency or lending institution (e.g. FNMA, GNMA, FHA, VA or the Mortgage Corporation), so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering Units. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their residential Units, if such agencies or lending institutions approve the Property as a qualifying Project under their respective policies, rules and regulations, as adopted from time to time.

**ARTICLE XIV
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**ARTICLE XV
COMPLIANCE WITH DECLARATION AND BYLAWS**

15.01. Compliance. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Association or, in a proper case, by an aggrieved Owner.

15.02. Enforcement and Remedies. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration or in any Supplemental or Amended Declaration, with respect to the Association or Condominiums within the Project shall be enforceable by the Declarant or by any Owner of a Condominium within the Project, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any supplemental or Amended Declaration, with respect to a person or entity or property of a person or entity other than the Association or the Declarant shall be enforceable by the Declarant or by the Association or, in a proper case, by an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

**ARTICLE XVI
GENERAL PROVISIONS**

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

16.02 Construction. The provisions of this Declaration shall be an addition and supplemental to the provisions of the Condominium Act and all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to expand, limit, or otherwise affect the meaning or interpretation of this Declaration or any provisions hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any other provision hereof.

16.03 Notices and Registration of Mailing Address. Each Owner shall register from time to time with the Association his current mailing address. All notices, demands, and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first class U.S. Certified Mail, postage prepaid, addressed to the Owner at his registered mailing address or, if no address has been registered, to the Unit address of such Owner. All notices, demands, and other communications to the Association as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by U.S. Certified Mail, postage prepaid, addressed to the Association, c/o its registered agent, R.P. Hunter 3047 W 770 N Provo, UT 84601 or to such other address as the Association may hereafter specify to the Owners in writing. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when personally served or when deposited in the U.S. Certified Mail, postage prepaid and in the form provided for in this Section, as the case may be.

16.04 Audit. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association. The Association, at the expense of the Common Expense Fund, shall obtain an audit, by public accountants, of all books and records pertaining to the Project no greater than annual intervals and copies thereof shall be furnished to the Owners.

16.05 Amendment. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least eighty percent (80%) of the Total Votes in the Association consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Juab County, State of Utah.

16.06 Effective Date. This Declaration shall take effect upon recording.

16.07 Agent for Service. The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the registered agent and address of the Association as shown on the official corporate records maintained in the office of the Division of Corporations of the Utah Department of Commerce. On the date of this Declaration, the registered agent of the Association is R.P. Hunter whose address is 3047 W 770 N, Provo, Utah.

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

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

16.10 Model Units, Sales Offices and Advertising Signs. Declarant and Declarant's duly authorized agents, representatives and employees shall have the right to establish and maintain model Units and sales offices on the land within the Project, and the right to use such model Units and sales offices during the period that Units in the Project remain unsold. No more than one model unit and one sales office will be established and maintained by Declarant in the Project. Declarant reserves the right to relocate the same from time to time within the Project. Declarant further reserves the right to maintain advertising signs on the project and to place the same in any location, and to relocate, replace, and remove the same at the sole discretion of Declarant during the period that Units in the Project remain unsold.

16.11 Termination. The prior written approval of (a) at least eighty percent (80%) of all First Mortgagees (including Institutional Holders) which hold first mortgage liens on Condominium Units in the Project, based on one vote for each First Mortgage owned, and (b) all of the Owners of Condominium Units in the Project shall be required before the Project may be abandoned or terminated except as provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration on the date and year first above written.


DECLARANT:

By 
R.P. Hunter

ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss
COUNTY OF JUAB)

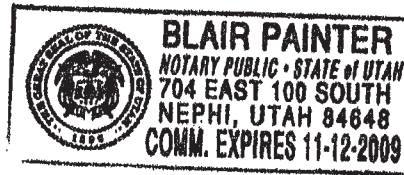
On the 2 day of FEBRUARY, 2007, personally appeared before me R.P. Hunter, who being by me duly sworn, did say that he executed the same.


Notary Public

Residing at: NEPHI UTAH

My Commission Expires:

11-12-09



ATTACHMENT #1

Description of Land in Juab County,
State of Utah described as follows:

PARCEL NO. (XA3A-0200-2)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS S89°39'13"W, 1946.15 FEET ALONG THE MID-SECTION LINE AND NORTH, 209.87 FEET FROM THE CENTER OF SECTION 33, TOWNSHIP 12 SOUTH, RANGE 1 EAST,

_____ SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS:

COURSE DISTANCE REMARKS

NORTH 941.74 FEET ALONG THE WEST LINE OF PLAT "A" HUNTERS MEADOW NO. 292 WEST 184.89 FEET TO THE EAST RIGHT OF WAY OF HIGHWAY 41

S00°00'39"E 942.86 FEET ALONG SAID RIGHT OF WAY

N89°39'13"E 184.72 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 4.00 ACRES.

BASIS OF BEARING = S89°39'13"W, BETWEEN THE CENTER OF SECTION AND THE WEST 1/4 CORNER OF SECTION 33, T,12S., R.1E., S.L.B.& M.

DATE

SURVEYOR

(SEE SEAL BELOW)

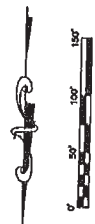
EXHIBIT A
HUNTER'S VILLAGE
PROJECT MAP

HUNTER'S VILLAGE

A UTAH CONDOMINIUM PROJECT

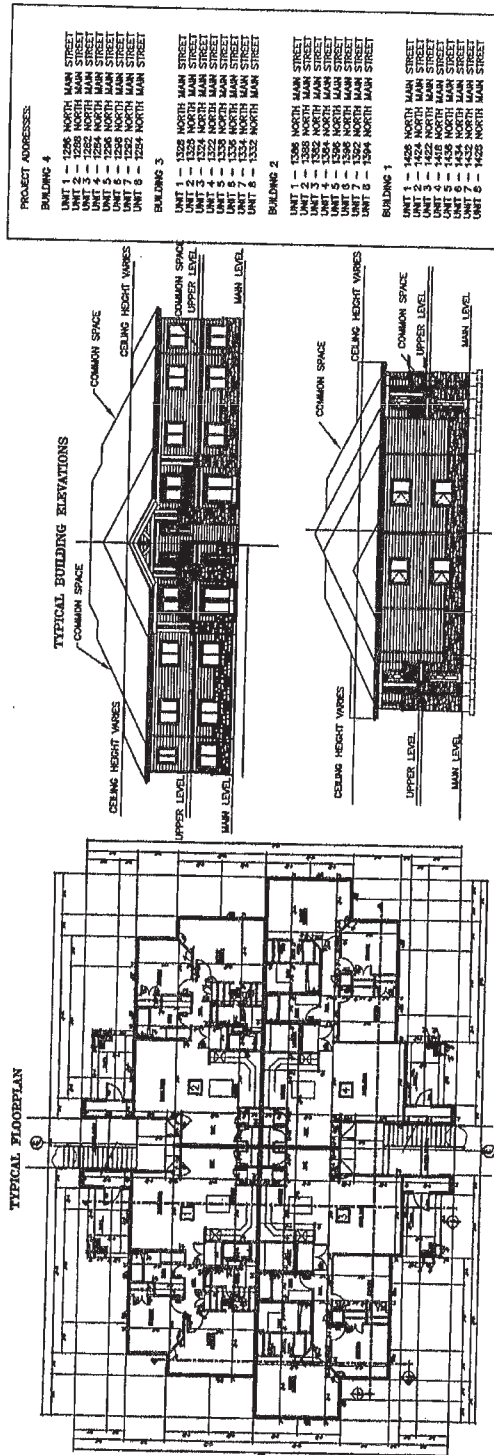
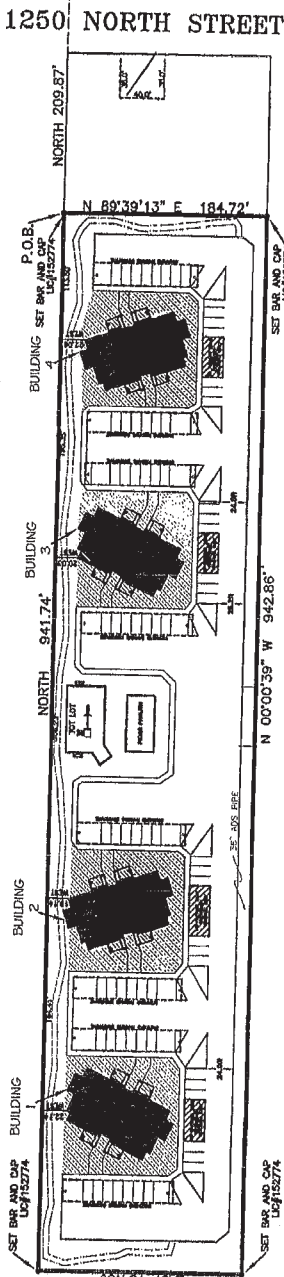
NEPHI, UTAH

RECORDED CONCURRENTLY HERewith IS THE DECLARATION FOR CONDOMINIUM OF HUNTER'S VILLAGE



HUNTERS MEADOW PLAT "A"
50 EAST STREET (NEPHI CITY STREET)

1450 NORTH STREET



(NOT TO SCALE)

SHEET 1 OF 9

1/4 CORNER

STATE OF UTAH
COUNTY OF KANE
PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ 2014 BY THE PLANNING COMMISSION

ACCEPTANCE BY LEGISLATIVE BODY
BY COMMISSION EXPRES

00246975 Page 28 of 41

HUNTER'S VILLAGE
A UTAH CONDOMINIUM PROJECT



00246975 Page 28 of 41

EXHIBIT B
ARTICLES OF INCORPORATION
OF
HUNTER'S VILLAGE ASSOCIATION

A Utah Nonprofit Corporation

The undersigned natural person over the age of twenty-one years, acting as incorporator of a non-profit corporation pursuant to the Utah Nonprofit Corporation and Co-Operative Association Act, hereby adopts the following Articles of Incorporation for such non-profit corporation.

ARTICLE II
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Condominium for Hunter's Village, a Utah Condominium Project, hereinafter referred to as the "Declaration." Shall have such defined meanings when used in these Articles of Incorporation.

ARTICLES III
DURATION

The Association shall exist perpetually, or until dissolved pursuant to law.

ARTICLE IV
PURPOSES

The Association is organized as a non-profit corporation and shall be operated exclusively for the purpose of maintaining, operating, and governing Hunter's Village, a Utah Condominium Project, hereinafter referred to as the "Project", which is located upon real property in the County of Juab, State of Utah described in the Declaration.

The Association is organized and shall be operated to perform the functions and provide the services contemplated in the Declaration, which document is to be recorded in the office of the County Recorder of Juab County, State of Utah. No dividend shall be paid and no part of the Association, except as otherwise provided herein, in the Declaration, or under Utah Law. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have such defined meanings when used herein.

ARTICLE V
POWERS

Subject to the purposes declared in Article IV above and any limitations herein expressed, the Association shall have and may exercise each and all of the following powers and privileges:

(a) The power to do any and all things the Association is authorized or required to do under the Declaration, as the same may from time to time be amended, including, without limiting the generality of the foregoing, the specific power to fix, levy, and collect the charges and assessments provided for in the said Declaration:

(b) The power to purchase, acquire, own, hold, lease, mortgage, sell, and dispose of any kind and all kinds and character of real, personal and mixed property (the foregoing particular enumeration in no sense being used by way of exclusion or limitation), and while the owner of any of the foregoing, to exercise all rights, powers, and privileges appertaining thereto; and

(c) The power to do any and all things that a non-profit corporation may now or hereafter do under the laws of the State of Utah.

ARTICLE VI MEMBERSHIP

The members of the Association shall be all of the record owners of Condominiums in the Project; as such owners are shown on the records of the County Recorder of Juab County, State of Utah. The term record owner shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a Condominium or any part thereof is encumbered (unless such mortgagee, trustee, or beneficiary has acquired title for other than security purposes), nor shall it include persons or entities purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed). If recorded ownership of a Condominium in the Project is jointly held, the Membership appertaining to such a Condominium shall also be jointly held. Membership in the Association shall be mandatory and not optional. Each Membership in the Association shall be appurtenant to and shall not be separated from the Condominium to which it relates. No person or entity other than an owner of a Condominium in the Project may be a Member of the Association.

ARTICLE VII MEMBERSHIP CERTIFICATES

The Association may issue certificates of Membership, but such certificates shall not be necessary to evidence Membership in the Association. Membership in the Association shall begin immediately and automatically upon becoming a record owner of the Condominium to which such Membership appertains and shall cease immediately and automatically upon an Owner ceasing to be a record owner of such Condominium.

ARTICLE VIII VOTING RIGHTS

All voting rights of the Association shall be exercised by the members, each Membership being entitled to the number of votes relating to the Condominium appertaining to such Membership, as set forth in the Declaration. If a Membership is jointly held, any or all holders thereof may attend any meetings of the Members, but such holders must be unanimous to cast the votes relating to their joint Membership. Any designation of a proxy to act for joint holders of a membership must be signed by all such holders. With respect to matters to be voted upon by the Members as provided in the Declaration, the voting requirements and proportions shall be as set forth in the Declaration. Cumulative voting is not permitted.

ARTICLE IX ASSESSMENTS

Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for the debts or obligations of the Association.

**ARTICLE X
PRINCIPAL OFFICE AND REGISTRATION AGENT**

The address of the initial principal office of the Association is 3047 W 770 N Provo, Utah, and the name of the registered agent of the Association is R.P. Hunter. The undersigned agrees to act as registered agent.



R. P. Hunter

**ARTICLE XI
BOARD OF TRUSTEES**

The affairs of the Association shall be managed by a Board of Trustees, consisting of not less than three (3) Trustees, as prescribed in the Bylaws. Until such time as the responsibility for electing the Trustees of the Association is turned over to the Members in accordance with Utah law, R.P. Hunter, or his successors or assigns, shall have the exclusive right to appoint and remove such Trustees. Except for the Trustees appointed as herein provided, Trustees must be Members of the Association. The number of Trustees constituting the initial Board of Trustees shall be three (3). The names and addresses of the persons who are to serve as Trustees until the first annual meeting of the Members held after responsibility for electing Trustees is turned over to the Members and until the successors of such Trustees are elected and shall qualify are as follows:

<u>NAME</u>	<u>ADDRESS</u>
DeAnna Stock	1292 N Main St Nephi, UT 84648
Maria Hunter	3031 W 770 N Provo, UT 84601
Nathan Hunter	3031 W 770 N Provo, UT 84601

The Board of Trustees may, by written contract, delegate to a professional management organization or individual such of its managerial duties, responsibilities, functions, and powers as are properly delegable.

**ARTICLE XIII
BYLAWS, RULES, AND REGULATIONS**

The Board of Trustees may adopt, amend, repeal, and enforce Bylaws and reasonable rules and regulations governing the operation of the Association and the operation and use of the Project, to the extent that the same are not inconsistent with these Articles of Incorporation or the Declaration.

**ARTICLE XIV
INCORPORATOR**

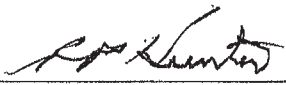
The name and address of the incorporator of the Association is as follows:

<u>NAME</u>	<u>ADDRESS</u>
R.P. Hunter	3047 W 770 N Provo, UT 84601

**ARTICLE XIV
AMENDMENTS**

Except as otherwise provided by law or by Declaration, these Articles of Incorporation may be amended in accordance with Utah law upon the affirmative vote of not less than eighty percent (80%) of the Total Votes of the Association.

Dared this 2 day of 2, 2007.



R.P. Hunter

VERIFICATION

STATE OF UTAH)
 :ss
COUNTY OF JUAB)

On the 2 day of FEBRUARY, 2007, personally appeared before me R. P. Hunter, who being duly sworn did say that he is the incorporator of Hunter's Village Association, that he signed the foregoing Articles of Incorporation of Hunter's Village Association as the incorporator of such non-profit corporation, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this 2 day of FEBRUARY 2007.



Blair Painter
NOTARY PUBLIC

Residing at: NEPHI UTAH

My Commission Expires: 11-12-09

ACKNOWLEDGEMENT

The undersigned, R.P. Hunter, acknowledges his appointment as Agent for Service of Process for Hunter's Village Association.

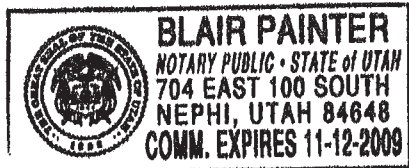
DATED this 2 day of 2, 2007

R.P. Hunter

R.P. Hunter
R. P. Hunter

STATE OF UTAH)
 :ss
COUNTY OF JUAB)

On the 2 day of FEBRUARY, 2007, personally appeared before me R. P. Hunter, the signer of the foregoing instrument, who duly acknowledged to me that he executed the foregoing instrument.



Blair Painter
NOTARY PUBLIC

Residing at: Nephi UTAH

My Commission Expires: 11-12-09

**BYLAWS
OF
HUNTER'S VILLAGE ASSOCIATION
A Utah Nonprofit Corporation**

Pursuant to the provisions of the Utah Nonprofit Corporation and Cooperative Association act, the board of Trustees of Hunter's Village Association, a Utah non-profit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.01 NAME. The name of the nonprofit corporation is Hunter's Village Association, hereinafter referred to as the "Association".

1.02 OFFICES. The Principal office of the Association shall initially be at 3047 West 770 North, Provo, Utah 84601.

**ARTICLE II
DEFINITIONS**

2.01 DEFINITIONS. Except as otherwise provided herein or as may be required by the context all terms defined in Article I of the Declaration of Condominium for Hunter's Village, a Utah Condominium Project, hereinafter referred to as the "Declaration", shall have such defined meanings when used in these Bylaws.

**ARTICLE III
MEMBERS**

3.01 ANNUAL MEETINGS. The annual meeting of Members shall be held in February of each year, specific date, time, and place to be fixed by the Board of Trustees, beginning with the second year following the year in which the Articles of Incorporation are filed, for the purpose of electing Trustees and transacting such other business as may come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members.

3.02 SPECIAL MEETINGS. Special meetings of the Members may be called by the Board of Trustees, the President, or upon the written request of Members holding not less than forty percent (40%) of the Total Votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

3.03 PLACE OF MEETINGS. The Board of Trustees may designate any place in Juab County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the Members may designate any place, either within or

without the State of Utah, as the place, either within or without the State of Utah, as the place for holding such meetings. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.04 NOTICE OF MEETINGS. The Board of Trustees shall cause written or printed notice of the time, place, and purpose of all meetings of the Members (whether annual or special) to be delivered, not more than thirty (30) nor less than ten (10) days prior to the meeting, to each Member or recorded entitled to vote at such meetings. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first-class postage thereon paid. Each Member shall register with the Association such Member's current mailing address for the purpose of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.05 MEMBERS OF RECORD. Upon purchasing a Condominium in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Condominium has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meetings of the Members, or any adjournment thereof, the Board of Trustees may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meetings. The persons or entities appearing in the records of the Association on such record date as the owners of record of Condominiums in the project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.06 QUORUM. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, at least sixty percent (60%) of the Total Votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.07 PROXIES. With respect to each matter submitted to a vote of the Members, each Member entitled to vote may vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08 VOTES. With respect to each matter submitted to a vote by the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Condominium of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater portion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. The election of Trustees shall be by ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes to their joint Membership.

3.09 WAIVER OF IRREGULARITIES. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10 INFORMAL ACTION BY MEMBERS. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by at least sixty percent (60%) of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE IV
BOARD OF TRUSTEES

4.01 GENERAL POWERS. The Property, affairs, and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from the law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. The Board of Trustees may be written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.02 NUMBER, TENURE AND QUALIFICATIONS. The initial Board of Trustees specified in the Articles of Incorporation shall consist of three (3) Trustees. At the first annual meeting of the Members held after the Declarant turns over to the members responsible for electing Trustees, the Members shall elect three (3) Trustees to serve for a term of two (2) years. All Trustees, except Trustees appointed by the Declarant, shall be Members of the Association.

4.03 REGULAR MEETINGS. The regular annual meeting of the Board of Trustees shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution the time and place for holding of additional regular meetings without other notice than such resolution.

4.04 SPECIAL MEETINGS. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within or without the State of Utah, as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon paid. Any Trustee may waive notice of a meeting.

4.05 QUORUM AND MANNER OF ACTING. A majority of the then authorized number of Trustees shall constitute a quorum for the transaction of business at any meetings of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such.

4.06 COMPENSATION. No Trustee shall receive compensation for any serviced that he may render to the Association as a Trustee; provided however, that a Trustee may be reimbursed for expenses incurred in performance of his duties as a Trustee to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Trustee.

4.07 RESIGNATION AND REMOVAL. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee, except a Trustee appointed by the Declarant, may be removed at any time, for or without cause, by the affirmative vote of eighty percent (80%) of the Total Votes of the Association at a special meeting of the Members duly called for such purpose.

4.08 VACANCIES AND NEWLY CREATED TRUSTEESHIPS. If vacancies shall occur in the Board of Trustees by reason of the death, resignation or disqualification of a Trustee (other than a Trustee appointed by Declarant), or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustee then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the Members may be filled by election at the meeting at which such Trustee is removed. If vacancies shall occur in the board of Trustees by reasons of death, resignation or removal or a Trustee appointed by the Declarant, such vacancies shall be filled by appointments to be made by the Declarant. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

4.09 INFORMAL ACTION BY TRUSTEES. Any action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

ARTICLE V OFFICERS

5.01 OFFICERS. The officers of the Association shall be a President, Vice President and Secretary/Treasurer and such other officers as may from time to time be appointed by the Board of Trustees.

5.02 ELECTION, TENURE AND QUALIFICATIONS. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event of failure to choose officers at such regular annual meeting of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular meeting of the Board of Trustees and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Vice President, Secretary/Treasurer shall be and remain Trustees of the Association during the entire term of their respective offices. No other officers need to be a Trustee.

5.03 SUBORDINATE OFFICERS. The Board of Trustees may from time to time appoint such officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time determine. The Board of Trustees may from time to time delegate to any officers or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties, Subordinate officers need not be Members or Trustees of the Association.

5.04 RESIGNATION AND REMOVAL. Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officers may be removed by the Board of Trustees at any time, for or without cause.

5.05 VACANCIES AND NEWLY CREATED OFFICES. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

5.06 THE PRESIDENT. The President shall preside at all meeting of the Board of Trustees and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Trustees may require of him.

5.07 THE VICE PRESIDENT. The Vice President shall act in the place and stead of the President in the event the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Trustees.

5.08 THE SECRETARY/TREASURER. The Secretary/Treasurer shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Trustees may require him to keep. The Secretary/Treasurer shall also act in the place and stead of the President in the event of the President's absence or inability or refusal to act. The Secretary/Treasurer shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. The Secretary/Treasurer shall perform such other duties as the Board of Trustees may require. The Secretary/Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees.

5.09 COMPENSTION. No officer shall receive compensation for any service that he may render to the Association as a officer; provided however, that a officer may be reimbursed for expenses incurred in performance of his duties as a officer to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer.

ARTICLE VI COMMITTEES

6.01 DESIGNATION OF COMMITTEES. The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership pf each such committee designated hereunder shall include at least one (1) Trustee. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

6.02 PROCEEDINGS OF COMMITTEES. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

6.03 QUORUM AND MANNER OF ACTION. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meetings at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 RESIGNATION AND REMOVAL. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the President, or the Board of Trustees, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officers may be

removed by the Board of Trustees at any time, for or without cause, remove any committee designated by hereunder.

6.05 VACANCIES. If any vacancy shall occur in the committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until filling such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

ARTICLE VII INDEMNIFICATION

7.01 IDEMNIFICATION: THIRD PARTY ACTIONS. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than action by or in the right of the Association) by reason of the fact that he is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceedings, had reasonable cause to believe that his conduct was unlawful.

7.02 IDEMNIFICATION: ASSOCIATION ACTIONS. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

7.03 DETERMINATIONS. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under section 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth by respectively in sections 7.01 or 7.02 hereof. Such determinations shall be made either (i) by the Board of Trustees by a majority vote of disinterested Trustees or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least sixty percent (60%) of the Total Votes of the Association at any meeting duly called for such purpose.

7.04 ADVANCES. Expenses incurred in defending a civil or criminal action, suit, or proceedings as contemplated in this Article may be paid by the Association in advance of the final

disposition of such action, suit, or proceeding upon majority vote of a quorum of the Board of Trustees and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article otherwise.

7.05 SCOPE OF IDEMNIFICATION. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, votes of disinterested Members of Trustees, or otherwise, both as to action in his official capacity and as to action another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be addition to all other rights to which such persons may be entitled as a matter of law.

7.06 INSURANCE: The Association shall purchase and maintain insurance on behalf of any person who was or is a Trustee, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), as may be required by Article X of the Declaration.

7.07 PAYMENTS AND PREMIUMS. All indemnification payments made and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE VIII FISCAL YEAR AND SEAL

8.01 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December of the next following, except that the first fiscal year shall be a partial year and shall begin on that date of incorporation.

8.02 SEAL. The Board of Trustees by resolution provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal".

ARTICLE IX RULES AND REGULATIONS

9.01 RULES AND REGULATIONS. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, Declaration, or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof. Such rules and regulations shall be effective ten (10) days after publication.

ARTICLE X AMENDMENTS

10.01 AMENDMENTS. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered, or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of at least eighty percent (80%) of the Total Votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed, or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the Total Votes of the Association, shall have been executed and verified by the current President of the Association.

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of Hunters Village Owners Association, have executed these Bylaws on this 2 day of 2, 2007.


R. P. Hunter

OWNER'S CONSENT

On this 2 day of 2, 2007, the undersigned R.P. Hunter, as Declarant and owner of the land upon which the Project is located, does hereby consent to and execute these Bylaws in accordance with the provisions of the Utah Condominiums Ownership Act.


R.P. Hunter