



\*W2752708\*

Exhibit "B"  
Rental Amendment

E# 2752708 PG 1 OF 13  
Leann H. Kilts, WEBER COUNTY RECORDER  
25-Aug-15 0408 PM FEE \$77.00 DEP LH  
REC FOR: HELGESEN HOUTZ & JONES  
ELECTRONICALLY RECORDED

AMENDMENT  
to the  
Declaration  
of  
Covenants, Conditions and  
Restrictions  
FOR  
SHEIFFIELD COMMONS  
CONDOMINIUMS  
PLANNED UNIT DEVELOPMENT

08-318-0001 THRU 0045 KL

AUGUST 2015



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**AMENDMENT  
to the  
Declaration  
of  
Covenants, Conditions and Restrictions  
FOR  
SHEIFFIELD COMMONS CONDOMINIUMS  
PLANNED UNIT DEVELOPMENT**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Sheffield Commons Condominiums ("Amended Declaration") is made and executed on the date shown below by the unit owners at Sheffield Commons Condominiums, aka Sheffield Commons, after having been voted on and approved by the owners at Sheffield Commons.

**RECITALS**

WHEREAS, Sheffield Commons was created by the recording of the Condominium Declaration- Sheffield Commons Condominiums ("Enabling Declaration") in the records of Weber County, Utah, on February 18, 1999, as entry number 1614091, in book 1993, beginning on page 149; and

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the common area that is appurtenant to each unit as shown on the plat maps for Sheffield Commons, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 44 units at Sheffield Commons

NOW THEREFORE, to accomplish the unit owners' objectives, the following amendments are hereby adopted to amend the Enabling Declaration and to create Sheffield Commons Owners Association, Inc., a Utah non-profit corporation. If there is any conflict between this Amended Declaration and the Enabling Declaration, this document shall control, unless otherwise stated.

This Amended Declaration shall become effective upon recording. The Sheffield Commons Enabling Declaration is hereby amended as follows:

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to the  
**Declaration**  
of  
**Covenants, Conditions and Restrictions**  
**FOR**  
**SHEIFFIELD COMMONS CONDOMINIUMS**  
**PLANNED UNIT DEVELOPMENT**

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This Amended Declaration shall become effective upon recording. The Sheffield Commons Enabling Declaration is hereby amended as follows:

**AMENDMENT**

**ARTICLE 1  
CREATION OF NON-PROFIT CORPORATION**

1.1 **Incorporation Authorized.** The unit owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as Sheffield Commons Owners Association, by filing with the State of Utah the Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the common area within Sheffield Commons and governing the affairs of Sheffield Commons in accordance with the provisions of the Enabling Declarations, any amendments to the Enabling Declarations, the Articles of Incorporation and the Bylaws.

1.2 **Documents Adopted.** By voting to approve this Amended Declaration, the unit owners hereby agree to adopt the following documents:

- a. this Amended Declaration;
- b. the Articles of Incorporation (Exhibit "B" attached hereto); and
- c. the Bylaws of the Association (attached to the Enabling Declaration as Exhibit "B")

as the governing documents of Sheffield Commons Owners Association, Inc., which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A".

1.3 **Management of Common Area.** Pursuant to the provisions in this Amended Declaration wherein Sheffield Commons is incorporated as a non-profit corporation under the laws of the State of Utah, the management of Sheffield Commons and the common area of Sheffield Commons shall hereafter be performed under the direction and authority of the Association's board of directors.

**ARTICLE 2  
RENTAL RESTRICTIONS**

WHEREAS, it is the desire of the Unit Owners within Sheffield Commons to live in a condominium community that is orderly, peaceful and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Sheffield Commons; and

WHEREAS, the Unit Owners within the Association desire to amend the Governing Documents to preserve and enhance the quality of life at Sheffield Commons Condominium; and

WHEREAS, the Unit Owners desire to amend the Declaration to place reasonable restrictions on the percentage of renters who may occupy units at Sheffield Commons; and

WHEREAS, the Unit Owners within the Association desire to preserve and enhance the

## AMENDMENT

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- 1.2 **Documents Adopted.** By voting to approve this Amended Declaration, the unit owners hereby agree to adopt the following documents:
- a. this Amended Declaration;
  - b. the Articles of Incorporation (Exhibit "B" attached hereto); and
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as the governing documents of Sheffield Commons Owners Association, Inc., which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A".

- 1.3 **Management of Common Area.** Pursuant to the provisions in this Amended Declaration wherein Sheffield Commons is incorporated as a non-profit corporation under the laws of the State of Utah, the management of Sheffield Commons and the common area of Sheffield Commons shall hereafter be performed under the direction and authority of the Association's board of directors.

### ARTICLE 2 RENTAL RESTRICTIONS

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WHEREAS, the Unit Owners within the Association desire to amend the Governing Documents to preserve and enhance the quality of life at Sheffield Commons Condominium; and

WHEREAS, the Unit Owners desire to amend the Declaration to place reasonable restrictions on the percentage of renters who may occupy units at Sheffield Commons; and

WHEREAS, the Unit Owners within the Association desire to preserve and enhance the

quality of life at Sheffield Commons and have purchased their units at Sheffield Commons for the purpose of using their unit as an Owner occupied single family residence; and

WHEREAS, the Unit Owners have purchased a unit in a condominium because they understand the condominium living concept was developed to create a real property interest wherein individuals could own their own real property and enjoy the benefits and stability that accompany ownership of real property, both individually and as a neighborhood, as well as the security that comes to a high density condominium community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, the Unit Owners realize that the value of their units is directly related to the ability to sell their units, that the ability to sell their units is directly related to the ability of prospective borrowers to obtain FHA and other forms of financing, and that FHA underwriting standards as well as the underwriting standards at financial institutions and secondary mortgage markers restrict the percentage of non-owner occupied units that can exist in a condominium; and further, when too high a percentage of non-owner occupied units exist in a condominium project, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting a Unit Owner's ability to see a unit and depressing the value of all the units at Sheffield Commons; and

WHEREAS, as the result of a variety of economic factors beyond the control of the Association and the owners, permitting a limited percentage of units to be leased may reduce the financial hardship to owners who must move or sell their unit due to circumstances beyond their control, while still protecting the integrity of Sheffield Commons and permitting Sheffield Commons to achieve the objectives described above.

- 2.1 **Owner Defined.** As used herein, "Owner" or "Unit Owner" means an individual or entity that holds a fee title interest in a condominium unit at Sheffield Commons an Owner as shown on the records of the Weber County Recorder.
- 2.2 **Non-Owner Defined.** As used herein, "Non-Owner" means an individual or entity that is not an Owner as shown on the records of the Weber County Recorder.
- 2.3 **Rent and Lease Defined.** As used herein, "rent" (or a variation of the word) or "lease" (or any variation of the word) means a Unit that is owned by an Owner that is occupied by one or more Non-Owners while no Owner occupies the Unit as the Owner's primary residence. The payment of compensation to an Owner by a Non-Owner shall not be required to establish that the Non-Owner is leasing a Unit. Failure of a Non-Owner to pay compensation of any kind to the Owner shall not be considered when determining if a Unit is a rental Unit.
- 2.4 **Occupied Defined.** As used herein, "occupied" means to reside in a Unit as a full time renter or to reside in a Unit for ten (10) or more days in a thirty (30) day period. A Unit is deemed to be occupied by a Non-Owner if the Unit is occupied by an individual(s) other than the Unit Owner and the Owner is not occupying the Unit as the Owner's primary residence.

quality of life at Sheffield Commons and have purchased their units at Sheffield Commons for the purpose of using their unit as an Owner occupied single family residence; and

WHEREAS, the Unit Owners have purchased a unit in a condominium because they understand the condominium living concept was developed to create a real property interest wherein individuals could own their own real property and enjoy the benefits and stability that accompany ownership of real property, both individually and as a neighborhood, as well as the security that comes to a high density condominium community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, the Unit Owners realize that the value of their units is directly related to the ability to sell their units, that the ability to sell their units is directly related to the ability of prospective borrowers to obtain FHA and other forms of financing, and that FHA underwriting standards as well as the underwriting standards at financial institutions and secondary mortgage markers restrict the percentage of non-owner occupied units that can exist in a condominium; and further, when too high a percentage of non-owner occupied units exist in a condominium project, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting a Unit Owner's ability to see a unit and depressing the value of all the units at Sheffield Commons; and

WHEREAS, as the result of a variety of economic factors beyond the control of the Association and the owners, permitting a limited percentage of units to be leased may reduce the financial hardship to owners who must move or sell their unit due to circumstances beyond their control, while still protecting the integrity of Sheffield Commons and permitting Sheffield Commons to achieve the objectives described above.

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- 2.5 **Single Family Defined.** "Single family" means: (a) a single person living alone or with the person's children, (b) up to three unrelated persons, or (c) a husband/wife relationship with or without children.
- 2.6 **Temporary Defined.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from temporarily residing in his or her Unit, while the Owner is present. As used in this paragraph, "temporarily" mean for a period not exceeding fifteen (15) days in any thirty (30) day period.
- 2.7 **Limited Leasing Permitted.** Not more than fourteen percent (14%) of the Units within Sheffield Commons may be leased at any time, which leasing must be consistent with the provisions of this Amended Declaration. If less than fourteen percent (14%) of the Units (or a total of six units) at Sheffield Commons are occupied by non-Unit Owners, an Owner may Lease his Unit as set forth herein.
- 2.8 **Board Approval.** All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Sheffield Commons Board of Directors who shall determine if less than fourteen percent (14%) of the Units are currently rented and to verify compliance with the leasing restrictions of this Amended Declaration.
- 2.9 **Board List.** The Board shall maintain a list of those Unit Owners who have notified the Board of intent to lease their Unit and shall grant permission to Unit Owners to lease their Unit, which permission shall be granted in the same order the Board receives the written notice of intent to lease a Unit from the Unit Owners. Permission shall be granted to lease a Unit only when less than fourteen percent (14%) of the Units at Sheffield Commons are occupied by a non-Unit Owner. The Board shall create, by rule or resolution, procedures to determine and track the number of rentals and Units in Sheffield Commons subject to the provisions described above, and shall ensure consistent administration and enforcement of the rental restrictions in this Amended Declaration.
- 2.10 **Restrictions Not Applicable.** The rental restrictions contained in this Amended Declaration shall not apply:
- a. if a Unit Owner is a member of the military and is required to move from the Unit during a period of temporary military deployment (less than two years) and desires to lease the Unit during the period of deployment and intends to return to reside in the Unit at the end of the deployment. As used herein, "deployment" does not mean a transfer or assignment to another military base within the United States;
  - b. to an Owner who leases their Unit to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner;
  - c. to an Owner who is relocated outside the State of Utah by the Owner's employer for period of less than two years;

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- d. if a Unit Owner moves from a Unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases the Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded, or
- e. to a Unit owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current Resident of the Unit or the parents, grandparent, child, grandchild, or sibling of the current Resident of the Unit.
- f. Units that are leased under these exceptions contained in this Paragraph 2.11 shall not be counted toward the fourteen percent (14%) cap on rental restrictions.

**2.11 Grand Fathered Units.** If any Unit Owner is renting their Unit at the time this Amended Declaration is recorded at the Weber County Recorder's office, that Owner may continue renting their Unit until one of the following occurs:

- a. the Unit Owner occupies the Unit; or
- b. An officer, owner, member, trustee, beneficiary, director or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit.

**2.12 Transfer of Unit.** For purposes of this Amended Declaration, a transfer occurs when one or more of the following occur:

- a. the Owner conveys, sells, or transfers a Unit by deed or contract;
- b. the Owner grants a life estate in the Unit; or
- c. if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.

**2.13 Violation.** Any Unit Owner who violates this Amended Declaration shall be subject to a complaint for damages and/or injunction and order seeking to terminate the lease in violation of this Amended Declaration. If Sheffield Commons is required to retain legal counsel to enforce this Amended Declaration, with or without the filing of legal process, the violating Unit Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Amended Declaration.

- d. if a Unit Owner moves from a Unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases the Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded, or
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**ARTICLE 3  
SEVERABILITY**

3.1 The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

**CERTIFICATION**

It is hereby certified that unit owners holding at least than two-thirds (2/3) of the voting interests in Sheffield Commons have voted to approve this Amended Declaration.

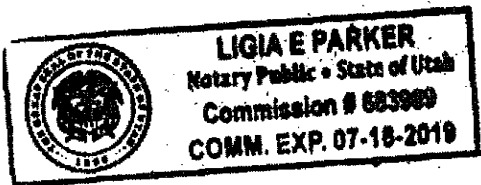
IN WITNESS WHEREOF, this 25 day of August, 2015.

By: *[Signature]*  
President

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF WEBER        )

On this 25 day of August, 2015, personally appeared before me Robert Matotek, who being by me duly sworn, did say that he is President of Sheffield Commons Owners Association and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me he executed the same.

*[Signature]*  
Notary Public



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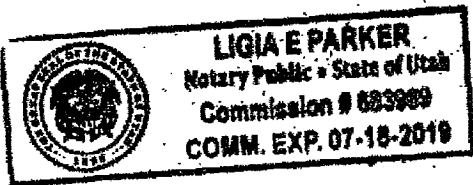
IN WITNESS WHEREOF, this 25 day of August, 2015.

By: [Signature]  
President

STATE OF UTAH            )  
                                  :ss.  
COUNTY OF WEBER     )

On this 25 day of August, 2015, personally appeared before me Robert Matotek, who being by me duly sworn, did say that he is President of Sheffield Commons Owners Association and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me he executed the same.

[Signature]  
Notary Public



## EXHIBIT "A"

### Legal Description

Units 1-44 Sheffield Commons Condominiums, Roy City, Weber County, Utah.  
[08-318-0001 through 44]

A PART OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2. WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 4800 SOUTH STREET. SAID POINT BEING NORTH 89°54'20" EAST, (BASIS OF BEARING), 379.10 FEET AND SOUTH 00°05'40" EAST 33.00 FEET FROM 89°54' 20" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 4800 SOUTH STREET 220.59 FEET; THENCE SOUTH 00°46'39" EAST 111.59 FEET; THENCE SOUTH 89°54'20" EAST 88.67 FEET; THENCE SOUTH 00°05'40" EAST 416.09 FEET; THENCE SOUTH 89°54'20" WEST 448.87 FEET; THENCE NORTH 00°35'14" EAST 267.00 FEET; THENCE NORTH 89°54'20" EAST 132.00 FEET; THENCE NORTH 00°35'14" EAST 261.00 FEET TO THE POINT OF BEGINNING

CONTAINS 4.38 ACRES

## EXHIBIT "A"

### Legal Description

Units 1-44 Sheffield Commons Condominiums, Roy City, Weber County, Utah.  
[08-318-0001 through 44]

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CONTAINS 4.38 ACRES



Exhibit "C"  
Bylaws

**AMENDED & RESTATED BYLAWS  
OF  
SHEIFFIELD COMMONS OWNERS ASSOCIATION, INC.**

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

**RECITALS**

(A) The initial Bylaws of the Association were included as Exhibit B in the Enabling Declaration recorded in the Weber County Recorder's Office on February 18, 1999, as Entry No. 1614091 ("Original Bylaws").

(B) These Bylaws effect and concern certain real property in Weber County and more particularly described in **Exhibit "A"**.

(C) Pursuant to Article 11 of the Bylaws, the Association received approval from no less than 67% of the total membership interest approving and consenting to the adoption and recording of these Bylaws.

(D) These Bylaws shall hereby supersede and replace all prior bylaws whether or not recorded.

(E) These Recitals are made a part of these Bylaws.

**ARTICLE I - DEFINITIONS**

**Section 1.1 Definitions.** All terms used but not defined herein shall have the meanings given them under that certain Amended & Restated Declaration of Covenants, Conditions & Restrictions for Sheffield Commons Condominiums of even date and recorded in the Official Records of the Weber County Recorder's Office (hereinafter referred to as the "Declaration").

**ARTICLE II - MEETINGS OF OWNERS**

**Section 2.1 Annual Meetings.** An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board of Directors ("Board")<sup>1</sup>. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

**Section 2.2 Special Meetings.** Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one

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<sup>1</sup> The term "Board of Directors" or "Board" shall be synonymous with the term Management Committee, as the same is utilized in the Utah Condominium Ownership Act.

**EXHIBIT "B"**

**Articles of Incorporation**

percent (51%) of the total Allocated Interest. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

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

Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

**Section 2.4 Quorum.** The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: at each scheduled meeting called, the presence of Owners holding, or holders of proxies entitled to cast, at least twenty percent (20%) of all outstanding votes shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than twenty-four (24) hours at which time the Owners and proxies present shall constitute a quorum for transacting business. In the case of any postponement, no notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting and an electronic notification with the new meeting time, date and location to those Owners who have previously provided an email or other electronic means to the Association for notice purposes.

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

**Section 2.6 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Association meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription

# ARTICLES OF INCORPORATION

for

## SHEIFFIELD COMMONS OWNERS ASSOCIATION, INC.

The undersigned adult natural persons, acting as incorporators, hereby establish a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (the "Act") and adopt the following articles of incorporation for such corporation;

### ARTICLE I NAME

The name of the corporation is Sheffield Commons Owners Association, Inc. (hereinafter the "Association").

### ARTICLE II DURATION

The Association shall have perpetual existence.

### ARTICLE III PURPOSES AND POWERS

1. **Purposes.** The Association is organized as a nonprofit corporation and shall be operated to promote the health, safety and welfare of all members of the Association in connection with Sheffield Commons and to establish, provide, and maintain a desirable community and environment for all member unit owners.
2. **Powers.** In furtherance of the foregoing purposes, and subject to the restriction set forth in Section 3 of this article, the Association shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Utah and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and either as principal or agent, subject to such limitations as may be prescribed by law.
3. **Restrictions Upon Purposes and Powers.** The foregoing purposes and powers of the Association are subject to the following limitations:
  - a. **Earnings of Association.** No part of the net earnings of the Association (if any) shall inure to the personal benefit of any member of the Association; however, this restriction shall not limit or impair the Association's right to compensate Members for services rendered or for goods sold or leased to the Association;

- b. **Nonprofit Organization.** The Association shall be organized and operated exclusively for non-profitable purposes as set forth in Section 528 of the Internal Revenue Code as it is now or may hereafter be amended; and

#### ARTICLE IV DIVIDENDS & DISTRIBUTIONS

The Association shall not pay any dividends. No distribution of the corporate assets to Members (as such) shall be made except as permitted by the Internal Revenue Code and the Utah Code sections governing condominiums and community associations. Upon dissolutions of the Association, the assets shall be distributed as provided in Article X herein.

#### ARTICLE V MEMBERSHIP AND VOTING

1. **Members.** The Association shall have Members. Every owner of a unit which is subject to assessment shall be a Member of the Association. Each membership shall be pertinent to and may not be separated from ownership of the unit to which the membership is attributable.
2. **Stock.** No stock in the Association shall be issued. The Board may, in its discretion, issue certificates evidencing a Member's membership in the Association. A person's membership, however, is not affected by the holding of such a certificate and a Member is entitled to all the benefits and subject to all obligation of membership whether or not the Member holds a membership certificated.
3. **Voting.** The Association shall have one class of voting membership. Each unit shall be entitled to one vote on any given matter, regardless of the number of Members owing an interest in such unit. The Members owning a particular unit are authorized to cast the vote attributable to the unit. The Board may suspend the voting rights of Members for a particular unit if the Members are in violation of the Declaration.
4. **Right to Vote.** No change in the ownership of a membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each unit must be cast as a unit, and factional votes shall not be allowed. If a unit is owned by more than one person or entity and such owners are unable to agree among themselves as to show their vote or votes shall be cast, they shall not be entitled to vote on the matter in question. If any Member casts a vote representing a certain unit, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same unit unless objection thereto is made at the time the vote is cast. If more than one vote is cast for a particular unit, none of the said votes shall be counted and all said votes shall be deemed void. Voting by proxy is allowed as set forth in the Association's Bylaws.
5. **No Cumulative Voting.** In any election of the members of the Board, the owner(s) of a given unit shall collectively have one vote for each Director position to be elected. The candidate

or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

**Section 2.7 Action Taken Without a Meeting.** Any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 90 days, during which the Association shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

**Section 2.8 Voting.** Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting shall be deemed in good standing and eligible vote. The number of votes for each Unit shall be in accordance with an Owner's Allocated Interest, as set forth in the Declaration.

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

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

### ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

**Section 3.1 Number & Tenure.** The affairs of the Association shall be managed by a Board of Directors composed of three (3) individuals ("Board"). Members of the Board of Directors shall serve for a term of two years; provided, however, that initially, the Board shall identify one of the three members of the Board to serve for a one-year term. The other two members shall serve for a two-year term. Thereafter, all members elected each year shall serve for a two-year term. The members of the Board of Directors shall

receiving the highest number of votes for a given Director position shall be deemed elected to such position. Cumulative voting shall not be allowed in the election of members of the Board or for any other purpose.

- 6. **Transfer of Membership.** The rights and obligations of memberships in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an owner's unit and then only to the new owner of the unit. A transfer of ownership to a unit may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a unit shall automatically transfer the membership appurtenant to said unit to the new owner thereof.

**ARTICLE VI  
SHARE OF STOCK**

The Association shall not issue any shares of stock.

**ARTICLE VII  
DIRECTORS**

The management of the affairs of the Association shall be vested in a Board of Directors, except as otherwise provided in the Act, these Articles of Incorporation or the Bylaws of the Association. The number of Directors, their classification, if any, their terms of office and the manner of their election or appointment shall be determined according to the Bylaws of the Association from time to time in force.

Three Directors shall constitute the Board of Directors. Their names and addresses are as follows:

	<u>Name</u>	<u>Address</u>
1.	Robert Matotek	4836 South 1800 West #11, Roy, Utah 84067
2.	Leslie Valdez	4848 South 1800 West #16, Roy, Utah 84067
3.	Michael Norman	4824 South 1800 West #8, Roy, Utah 84067

**ARTICLE VIII  
BYLAWS**

The initial Bylaws of the Association shall be those Bylaws of the Association that are attached to the Enabling Declaration as Exhibit "B". The Bylaws of the Association may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with law or these articles of incorporation, as these articles may from time to time be amended.

serve until their respective successors are elected, or until their death, resignation or removal. Any change in the number of Directors may be made only by amendment of these Bylaws.

**Section 3.2 Eligibility.** All members of the Board shall be Owners or an Owners' spouse or legal partner that resides with Owner in the Unit. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

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

**Section 3.4 Compensation.** Directors may receive discounts in their regular assessments during the term of service, in an amount set by the Board. Directors may be reimbursed for actual and approved expenses incurred in the performance of his duties. The Association may retain a bookkeeper or accountant to assist the treasurer.

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

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

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

**Section 3.8 Retention of Professional Management.** At the time of the adoption of these Bylaws, the Association is currently self-managed. Prior to retention of professional management, the Association shall obtain the approval or written consent from at least sixty-seven percent (67%) of the Allocated Interest.

#### ARTICLE IV NOMINATION AND ELECTION OF DIRECTORS



**ARTICLE IX  
INITIAL PRINCIPAL OFFICE, REGISTERED OFFICE AND AGENT**

The address of the initial principal office of the Association is PO Box 139, Roy, UT 84067. The address of the initial registered office is 5732 South 1475 East, Suite 200, South Odgen, Utah, 84403. The name of the Association's registered agent at such address is Richard Jones.

**ARTICLE X  
DISSOLUTION**

The Association may be dissolved only upon termination of Enabling Declarations for Sheffield Commons. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets, as set forth below, shall be mailed to every Member at least 30 days in advance of any action taken. Upon dissolution of the Association, the assets both real and personal of the Association, shall be distributed according to the provisions of the Act and the Utah Code sections governing condominiums and community associations.

**ARTICLE XI  
INCORPORATOR**

The name and address of the incorporator of this Association is:

Robert Matotek, 4836 South 1800 West #11, Roy, Utah 84067

**ARTICLE XII  
AMENDMENT**

The Association may amend these Articles of Incorporation by a vote of not less than 66.7% of the members.

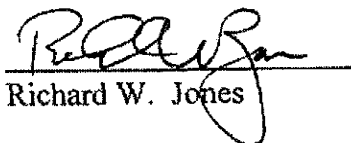
IN WITNESS WHEREOF, I, Robert Matotek, executed these Articles of Incorporation this 25<sup>th</sup> day of August, 2015, and say: That I am the incorporator herein and have read the above and foregoing Articles of Incorporation and know the contents thereof and that the same is true to the best of my knowledge and belief.



Robert Matotek

**ACKNOWLEDGMENT OF ACCEPTANCE BY REGISTERED AGENT**

The undersigned hereby accepts and acknowledges appointment as the initial registered agent of the Association named above.

  
Richard W. Jones

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

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

## ARTICLE V MEETINGS OF THE BOARD

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

Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

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

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

**Section 5.4 Conduct of Meetings.** The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

**Section 5.5 Action Taken Without a Meeting.** The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

## **ARTICLE VI - POWERS AND DUTIES OF THE BOARD**

**Section 6.1 Powers and Duties.** The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

## **ARTICLE VII - OFFICERS AND THEIR DUTIES**

**Section 7.1 Enumeration of Officers.** The officers of this Association shall be a president, secretary, and treasurer, or as otherwise designated by the Board.

**Section 7.2 Election of Officers.** The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of two (2) years. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

**Section 7.3 Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed Officers may be removed by the Board with or without cause.

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

**Section 7.5 Duties.** The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

## **ARTICLE VIII - CONTRACTS, LOANS & INVESTMENT**

**Section 8.1. Contracts.** The Board may authorize any officer(s), agent(s), to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

**Section 8.2 Loans.** Any loan entered into by the Association must be in accordance with the Declaration.

**Section 8.3 Deposits & Investments.** Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total eligible membership Allocated Interest prior to the investment.

#### ARTICLE IX - COMMITTEES

**Section 9.1 Committees.** The Board may appoint such committees as deemed appropriate in carrying out its purposes. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

#### ARTICLE X - MISCEANLEOUS

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

- (a) If the objecting person was in attendance at the meeting and the issue upon which the objection was based was perceptible and no objection to the particular procedural issue was made at the meeting.
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting.
- (c) If the objecting person was not in attendance at a meeting and had actual notice of the meeting before it occurred.
- (d) If the objecting person who was not in attendance at the meeting and did not have proper or actual notice fails to assert the objection within 30 days of receiving notice of the circumstances giving rise to their objection.

**Section 10.2 Requirements for Objections.** All objections except those made at a meeting shall be in writing. Whenever made, objections must specifically describe the circumstances giving rise to the objection and reference the specific provision of the Governing Documents or law that is alleged to have been violated, with a brief statement of the facts supporting the claimed violation.


**Section 10.3 Irregularities that Cannot Be Waived.** Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or Utah law.

**Section 10.4 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**Section 10.5 Amendment.** Any amendment to these Bylaws shall require the unanimous consent of the Board or the consent of at least fifty-one percent (51%) of the eligible Allocated Interest. An amendment to these Bylaws shall be effective immediately upon recordation in the Weber Recorder, State of Utah.

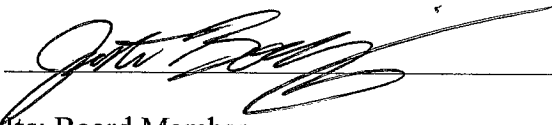
The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Weber Recorder, State of Utah.

SHEIFFIELD COMMONS OWNERS ASSOCIATION, INC.  
a Utah non-profit corporation  
by:

  
\_\_\_\_\_

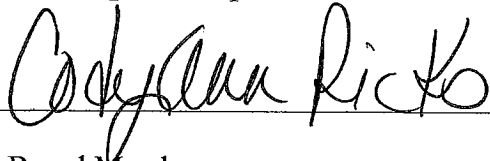
Its: Board Member

SHEIFFIELD COMMONS OWNERS ASSOCIATION, INC.  
a Utah non-profit corporation  
by:

  
\_\_\_\_\_

Its: Board Member

SHEIFFIELD COMMONS OWNERS ASSOCIATION, INC.  
a Utah non-profit corporation  
by:

  
\_\_\_\_\_

Its: Board Member

**EXHIBIT "D"**  
**Allocated Interest**

<b>Unit No.</b>	<b>Building No.</b>	<b>% of Ownership in Common Areas &amp; Facilities</b>	<b>No. of Votes Per Unit</b>
1	1	2.2727	1
2	1	2.2727	1
3	1	2.2727	1
4	1	2.2727	1
5	2	2.2727	1
6	2	2.2727	1
7	2	2.2727	1
8	2	2.2727	1
9	3	2.2727	1
10	3	2.2727	1
11	3	2.2727	1
12	3	2.2727	1
13	4	2.2727	1
14	4	2.2727	1
15	4	2.2727	1
16	4	2.2727	1
17	4	2.2727	1
18	4	2.2727	1
19	5	2.2727	1
20	5	2.2727	1
21	5	2.2727	1
22	5	2.2727	1
23	6	2.2727	1
24	6	2.2727	1
25	6	2.2727	1
26	6	2.2727	1
27	7	2.2727	1
28	7	2.2727	1
29	7	2.2727	1
30	7	2.2727	1
31	7	2.2727	1

<b>32</b>	<b>8</b>	<b>2.2727</b>	<b>1</b>
<b>33</b>	<b>8</b>	<b>2.2727</b>	<b>1</b>
<b>34</b>	<b>8</b>	<b>2.2727</b>	<b>1</b>
<b>35</b>	<b>8</b>	<b>2.2727</b>	<b>1</b>
<b>36</b>	<b>9</b>	<b>2.2727</b>	<b>1</b>
<b>37</b>	<b>9</b>	<b>2.2727</b>	<b>1</b>
<b>38</b>	<b>9</b>	<b>2.2727</b>	<b>1</b>
<b>39</b>	<b>9</b>	<b>2.2727</b>	<b>1</b>
<b>40</b>	<b>9</b>	<b>2.2727</b>	<b>1</b>
<b>41</b>	<b>10</b>	<b>2.2727</b>	<b>1</b>
<b>42</b>	<b>10</b>	<b>2.2727</b>	<b>1</b>
<b>43</b>	<b>10</b>	<b>2.2727</b>	<b>1</b>
<b>44</b>	<b>10</b>	<b>2.2727</b>	<b>1</b>