

DECLARATION OF CONDOMINIUM

OF

WILLOW RUN RESORT PHASE I

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HERBERT S. BAINLEY
WASHINGTON FIELD OFFICE
BY *BLP*

SPURLOCK, William Run Development
BOOK 380 PAGE 74-135
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DECLARATION OF CONDOMINIUM

OF

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WILLOW RUN RESORT PHASE I

THIS DECLARATION, containing covenants, conditions and restrictions relating to the Willow Run Resort Phase I is made on the date set forth at the end hereby by Willow Run Development, Inc., a Utah Corporation, hereinafter called "Declarant," for itself, its successors, grantees and assigns, pursuant to the Condominium Ownership Act of the State of Utah.

RECITALS

I

Declarant is the owner of certain land located in Washington County, Utah, hereinafter referred to as the "land" and more particularly described at Exhibit A of this Declaration which is attached hereto and made a part hereof.

II

Declarant has constructed or will construct thereon certain buildings and improvements in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith, prepared and certified by John R. Call, a Utah Registered Land Surveyor.

III

Declarant desires by filing this Declaration and the Record of Survey Map to submit the above-described real property and the said buildings and other improvements being constructed or to be constructed thereon to the provisions of the Utah Condominium Ownership Act as a project known as the Willow Run Resort Phase I.

IV

Declarant desires and intends to sell fee title to the individual Units contained in said project, together with undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations, and restrictions contained herein.

V

Declarant desires and intends to develop the above project consisting of 18 units and Common Areas in Phase I (subject to addition as provided hereinafter).

VI

Declarant desires to provide for the preservation and enhancement of the property values and amenities of the Property and for maintenance of the Common Areas. To this end and for the

benefit of the Property and the Owners thereof, the Declarant desires to subject the Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of the Property and each Owner thereof.

DECLARATION

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Name of the Project: The name by which the Project shall be known is the Willow Run Resort Phase I.

2. Definitions: The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this section 2 unless the context otherwise requires.

(a) The words "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, Section 57-8-1, et. seq., as the same may be amended from time to time.

(b) The words "Association of Unit Owners" or "Association" shall mean and refer to the Willow Run Resort Owners Association, a Utah non-profit corporation, of which all of the Unit Owners are members. A copy of the Articles are attached hereto as Exhibit B. The Association shall be governed in accordance with the Articles, Declaration and By-Laws.

(c) The words "Common Areas and Facilities" shall mean and refer to:

(1) The land described in Exhibit "A" hereto.

(2) That portion of the Property not specifically included in the respective Units as herein defined:

(3) All foundations, columns, girders, beams, supports, mainwalls, roofs, stairways, exterior walkways, streets, such recreational areas and facilities as may be provided, yards, fences, service and parking areas and entrances and exits, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;

(4) Those areas specifically set forth and designated in the Map as "Common Ownership" or "Limited Common Area"; and

(5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

(d) The words "Common Expenses" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities, except as expressly limited; to all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules and regulations pertaining to the Project as the Association of Unit Owners

or the Management Committee may from time to time adopt and such other determinations and agreements lawfully made and/or entered into by the Management Committee.

(e) The word "Condominium" shall mean and refer to the ownership of a single Unit in this Project together with an undivided interest in the Common Areas and Facilities of the Property.

(f) The words "Condominium Project" or sometimes the "Project" shall mean and refer to the entire Property, including the addition of future phases as defined below, together with all rights, obligations and organizations established by this Declaration.

(g) The word "Declarant" shall mean Willow Run Development, Inc., a Utah Corporation, which has made and executed this Declaration, and/or its successor which, by either operation of law or through a voluntary conveyance, transfer or assignment, comes to stand in the same relation to the Project as did its predecessor.

(h) The word "Declaration" shall mean this instrument by which the Willow Run Resort Phase I is established as a Condominium Project.

(i) The words "Limited Common Areas and Facilities" or "Limited Common Areas" shall mean and refer to those Common Areas and Facilities designated herein or on the Map as reserved for use of a certain Unit to the exclusion of the other Units including the driveways, garages, parking stalls, patios, decks, and/or balconies which lead to and/or are associated with certain Units.

(j) The words "Management Committee" or "Committee" shall mean and refer to the committee as provided in the Declaration and the By-Laws hereto attached as Exhibit C (which By-Laws are hereby incorporated by reference and made a part of this Declaration). Said Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

(k) The term "Manager" shall mean and refer to the person, persons or corporation selected by the Management Committee to manage the affairs of the Condominium Project.

(l) The word "Map" shall mean and refer to the Record of Survey Map of the Willow Run Resort Phase I recorded concurrently herewith by Declarant.

(m) The word "Mortgage" shall mean and include both a first mortgage on any Unit and a first deed of trust on any Unit.

(n) The word "Mortgagee" shall mean and include both the mortgagee under a first mortgage on any Unit and the beneficiary under a first deed of trust on any Unit.

(o) The word "Phase" shall mean and refer to each separate step in development of the property which is initiated through the submission of a tract to the terms of the Act. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations, and legal relationships which come into existence in conjunction with the submission of any single tract. The submission which is effected by this Declaration, the rights and obligations which are created by this Declaration, and

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the improvements described in the Map which have been or will be constructed, together constitute a Phase, to-wit: Phase I, of the Willow Run Resort Project.

(p) The word "Property" shall mean and include the land, the building, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith. The legal description of the property is set forth at Exhibit "A" hereto. The Property is subject to increase in subsequent Phases.

(q) The word "Unit" shall mean and refer to one of the Condominium Units designated as a Unit on the Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, fireplace (except beyond where the flue exits the interior dimension of the Unit), electrical receptacle and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, among other things, and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members of any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

(r) The words "Unit Number" shall mean and refer to the number, letter or combination thereof designating the Unit in the Declaration and in the Map.

(s) The words "Unit Owner" or "Owner" shall mean the person or persons owning a Unit of the Willow Run Resort Phase I in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Washington County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

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

3. Submission to Condominium Ownership. Declarant hereby submits the above-described Property, tract of land, buildings constructed, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention

of Declarant that the provisions of the Act shall apply to the Property.

4. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project shall be enforceable equitable servitudes which shall run with the land and this Declaration and its servitudes shall be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

5. Description of Property.

(a) Description of Land. The land is that tract or parcel in Washington County, Utah, more particularly described in Exhibit A hereto.

(b) Description of Improvements. The significant improvements contained or to be contained in the Project include those described in this paragraph (b). Phase I of this project includes one building with 10 attached condominium units (5 ground-level units and 5 second-story units), and one building with 8 attached condominium units (4 ground-level units and 4 second-story units), with the attached units separated by sound walls or floors. The units are of wood frame construction with stucco exteriors and tile roofs, together with common areas consisting of landscaped areas, parking areas and paved private roads. Certain amenities are also part of the Phase I project.

The undivided interest of ownership of each condominium owner is subject to change if additional Phases are added as more fully set forth and described in the Declaration.

(c) Description and Legal Status of Units. The Map and/or Exhibit D hereto shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, shall be capable of being independently owned, encumbered and conveyed. The boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, doors, window frames and door frames and trim. Each Unit shall include both the portions of the building that are not common areas and facilities within such boundary lines and the space so encompassed. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit and servicing only that unit. The actual physical boundaries of a Unit constructed or reconstructed substantially in accordance with the Map and original plans shall be conclusively presumed to be its boundaries rather than the description expressed in the deed or plans, regardless of minor variance due to construction error, settling, and/or lateral movement.

(d) Common Areas and Facilities. Except as otherwise

provided in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not;

(1) All structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(2) Parking areas (not designated as Limited Common Area), lawns, shrubs, and gardens, and recreational area;

(3) Any utility pipe, or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;

(4) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;

(5) All repairs and replacements of any of the foregoing.

(e) Description of Limited Common Areas and Facilities. Each owner of a unit is hereby granted an irrevocable and exclusive license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit. The limited common areas appurtenant to any given unit shall consist of driveways and patio areas as are delineated on the map. The association shall have the right to maintain limited common areas not properly maintained by unit owners and specially assess the cost thereof to such owner. The exclusive right to use and occupy each limited common area shall be appurtenant to and shall pass with the title to the unit with which it is associated with respect to Phase I of the project.

(f) Reservations Regarding Description of the Property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of way or record; any easements, rights-of way, encroachments, or discrepancies otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of

ingress and egress over, across, through, and under the above-described land and any improvements now or hereafter constructed thereon and may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete each of the Living Units and all of the other improvements as Declarant deems to be appropriate, and to do all things reasonably necessary or proper in connection therewith; (ii) To construct and complete on the Phase II Land or any portion thereof such improvements as Declarant or said assignee or successor shall determine to build in its sole discretion; (iii) To improve portions of the Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above described land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire five (5) years after the last supplementary Declaration is filed for record in the Office of the County Recorder of Washington County, Utah.

(g) Completion. The following procedures shall be followed to enforce any bonded obligation or other form of financial assurance ("Bond") to complete General and/or Common Area Improvements:

(1) Management Committee Consideration. The Management Committee shall consider and vote on the question of action by the Association to enforce the obligations under any Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond, or within thirty (30) days after any written extension of a completion date from the Association. For this purpose Notice of Completion shall refer to a notice to be supplied by the Declarant that the improvements are completed. The Planned Construction Statement shall refer to the building plan, by phase, that is appended to the Bond and, if applicable, filed with any regulatory body requiring the same.

(2) Member Consideration. A special meeting of Members shall be held to vote on overriding a decision by the Management Committee not to initiate action to enforce the obligations under any Bond, or on the failure of the Management Committee to thirty-five (35) days not more than forty-five (45) days after receipt by the Management Committee of a petition for such meeting signed by Members representing at least five percent (5%) of the total votes of the Association.

(3) Member Vote. The affirmative vote of a majority of the votes held by Members other than Developer, to take action to enforce the obligations under the Bond, shall be deemed to be the

decision of the Association. The Management Committee shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

(f) Description of Limited Common Areas and Facilities. Each owner of a unit is hereby granted an irrevocable and exclusive license to use and occupy the limited common areas and facilities reserved exclusively for the use of their unit. The limited common areas appurtenant to any given unit shall consist of a garage and all balconies which are adjacent to, contiguous with and open into the unit, including those designated on the map. The exclusive right to use and occupy each limited common area shall be appurtenant to and shall pass with the title to the unit with which it is associated.

6. Alterations. For the six (6) years following the recordation hereof, and for six years following the recordation of any expansion the Declarant reserves the right to change the interior design and interior arrangement of any Unit and to alter the boundaries between Units, so long as the Declarant owns the Units so altered. Any such change shall be reflected by an amendment of this Declaration and of the Map which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in Section 27 of this Declaration. Such change may increase the number of Units and alter the boundaries of the Common Areas and Facilities. If the boundaries between Units are altered or the number of Units increased, in the amendment related thereto the Declarant shall reapportion the percentage of ownership in the Common Areas and Facilities which are allocated to the altered Units on the basis of the number of units.

7. Statement of Purpose and Restriction on Use.

(a) Purpose. The purpose of the Project is to provide residential housing and parking space for Unit Owners and to tenants and guests, all in accordance with the provisions of the Act.

(b) Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth.

(1) Each of the Units shall be occupied by the Unit Owner, his family, servants or guests as a private residence or a recreational condominium and for no other purpose, except for rights of ingress and egress and rights to parking reserved to Declarant. Each driveway and parking area shall be used by the Unit Owners, their families, servants or guests for the parking or storage of motor vehicles or such other items as the Management Committee may approve and for no other purpose. No driveway or parking area shall be used for parking of vacation vehicles, trailers, mobile homes, boats, or campers that have been detached from trucks unless otherwise allowed by the Rules and Regulations adopted by the Management Committee.

(2) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancel-

lation of insurance in the buildings, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law, ordinance or regulation of any governmental authority.

(3) No Unit Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, clothes line, radio or television antenna) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Management Committee.

(4) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(5) Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

(6) No animals or pets of any kind are to be raised, bred or kept in any Unit or in the Common Areas or Limited Common Areas in the Project except pursuant to rules and regulations established by the Management Committee, provided that small dogs, cats, or other common household pets provided that dogs shall be on leash when in all common areas.

(7) The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

(8) There shall be no camping or temporary residence or structure on the Common Area. No camping shall be allowed in any recreational or other vehicle parked in Common Area.

(9) Without the prior specific written permission of the Management Committee there shall be no use of the Common Area (a) which injures, erodes or scars said area or the vegetation thereon, or (b) which increases the cost of maintenance thereof, or (c) which in any way alters the Common Areas or the location, color, design or materials of any Improvement visible from the Common Area. The Common Area shall be used only by record Owners of a Condominium and dependents living with them, their tenants, and a reasonable number of invited guests, as prescribed by the Management Committee. Each Owner shall be liable to the Association for any damage to the Common Area caused by him or his family, tenants or guests, which is not covered by insurance.

(10) No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas and Facilities, unless otherwise decided by the Management Committee.

8. Person to Receive Service of Process. The person to receive service of process in the cases provided herein or in the Act is Jay Ence, whose address is 260 West St. George Blvd., St.

George, Utah, 84770. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

9. Ownership and Use.

(a) Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest in the Common Areas and Facilities in the percentage expressed in Exhibit D. (Subject to change as provided in this Declaration.)

(b) Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships, or trusts and in the form of common tenancy. The Unit Owners may lease or rent their Units with their appurtenant rights subject to terms and conditions chosen solely by the Unit Owner and his lessee, except that all Unit Owners, their tenants and other occupants or users of the Project, shall be subject to the Act, this Declaration, the By-Laws, and all rules and regulations of the Association of Unit Owners and Management Committee.

(c) Prohibition Against Subdivision of Unit. No Unit Owner, except Declarant pursuant to Paragraphs 6 or 35, by deed plat or otherwise, shall subdivide or in any manner cause the ownership of his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map and no driveway, parking area or other limited common area which is incident to any Unit shall be conveyed separately from such Unit.

(d) Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in Section 5(d) of this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No percentage of undivided ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a percentage of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project.

(e) Use of Common Areas and Facilities. Except with respect to Limited Common Areas each Unit Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to this Declaration and the By-Laws. This right of use shall be appurtenant to and run with each Unit.

(f) Limitation on Easement A Member's right and easement of use and enjoyment concerning the common areas shall be subject to the following:

- (1) The right of the Association to suspend a

Member's right to the use of any amenities included in the common areas for any period during which an assessment on such Member's lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

(2) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the common areas.

(3) The right of the County of Washington and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open spaces contained within the Property for purposes of providing police and fire protection, and providing any other governmental or municipal service, and

(4) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of each class of membership which Members present in person or by proxy are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all members at least ten (10) days, but not more than thirty (30) days prior to the meeting date.

(f) Computation of Undivided Interest. The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit has been computed by dividing the par value of the unit by the sum of par values of all units, as set forth at Exhibit D. The par value of each unit type was assigned by the Declarant based on the relative size, including square footage and number of bedrooms in each unit type. Each unit type is assigned the same Par Value. The Declarant reserves the right to assign par values of units on expandable property, in Declarant's discretion. A Unit Owner's percentage of ownership interest in the Common Areas and Facilities shall be for all purposes, including voting and assessment of common expenses. These percentages of ownership are subject to change as provided in this Declaration.

(g) Designated Parking. Each unit shall have one covered parking space which shall be appurtenant to the unit and shall be assigned by the Declarant and indicated on the Record of Survey Map.

10. Use of Limited Common Areas and Facilities. A Unit Owner's exclusive right of use and occupancy of the Limited Common Areas and Facilities reserved for their Unit shall be subject to and in accordance with this Declaration and the By-Laws. Any Limited Common Area shall be leased only to persons who reside in the Project or used by the family, servants or guests thereof on a temporary basis.

11. Membership and Voting Rights.

(a) Membership. Every owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the unit in which the owner has the necessary interest, and shall be separated from the unit to which it appertains.

(b) Voting Rights. The Association shall have the following described two classes of voting membership.

Class A. Class A Members shall be all the owners other than the Declarant. Class A Members shall be entitled to vote the percentage of undivided ownership interest appurtenant to each unit in which the interest required for membership in the Association is held.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each unit (whether or not completed) in which it holds the interest required for membership in the Association. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following event:

(1) When the total number of votes held by all Class A members equals the total number of votes held by the Class B Member.

(2) The expiration of five (5) years after the date on which this Declaration is filed for record in the office of the County Recorder of Washington County, Utah.

(c) Changes in Voting Procedure. If Declarant shall exercise his option to add additional units (up to 180 total units) then at such time as the amended or supplementary Declaration is filed the voting shall be adjusted accordingly, including that Declarant may regain his Class B voting status for all units owned (whether or not completed), even if previously converted to Class A status under the terms hereof.

(d) Voting Multiple Ownership. The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves by contract, or otherwise. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

12. Management

(a) Management Committee. The business, property and affairs of the Project shall be managed, operated and maintained by the Management Committee (Board of Trustees) of the Association as agent for the Unit Owners. The Management committee shall have, and is hereby granted, the following authority and powers:

(1) The authority, without the vote or consent of

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the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas and Facilities; and work performed pursuant to such easements must be done in a workman-like manner and any damage to the interior structure or decor of a Unit must be repaired;

(2) The authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment;

(3) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;

(4) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;

(5) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances;

(6) The power and authority to add any interest in real property obtained pursuant to paragraph (5) above to the Project, so long as such action has been authorized by the necessary vote or consent;

(7) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Unit Owners; and

(8) The power and authority to perform any other acts and to enter into any of the transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners, including but not limited to the power to sue and be sued.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(b) Composition of Management Committee. Until the first election of the Management Committee (Board of Trustees) as provided for in the Association's Articles of Incorporation and By-Laws, the Declarant shall have sole discretion in selecting and qualifying the Management Committee. The following trustees and their successors shall serve as the Management Committee and in the office designated opposite his name until the first election of Trustees:

Ned O. Gregerson	President
Jay Ence	Vice President
Kevin Ence	Secretary/Treasurer

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At the first regular association meeting wherein the Management Committee is to be elected five (5) Committee members shall be elected. Two (2) Committee members shall be elected for three-year terms, two (2) Committee members shall be elected for two-year terms and one (1) Committee member for a one-year term. At each annual Association meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a three-year term. Only Unit Owners and officers or agents of Owners other than individuals shall be eligible for Committee membership. At the annual meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled.

Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any twelve-month period shall automatically forfeit his seat. In the event a Committee seat which was filled by Declarant becomes vacant prior to the Event, whether by reason of forfeiture or due to any other cause, Declarant shall select a replacement member to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business.

(c) Responsibility. The Management Committee shall be responsible for the control, operation and management of the Project in accordance with the provisions of the Act, this Declaration, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by said Committee.

(d) Additional Facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interest of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

(e) Name. The Management Committee shall be known as the Willow Run Resort Management Committee.

(f) Manager. The Committee may carry out through a Project Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be

responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the project which may be entered into by the Management Committee or the Association shall call for a term not exceeding one (1) year renewable by agreement of the parties for successive one-year periods, and shall provide that for cause such management agreement may be terminated by the Management Committee or by the Association upon not in excess of thirty (30) days written notice, and shall provide that such agreement may be terminated by either party without cause upon ninety (90) days written notice and without any payment of a termination fee.

13. Easements.

(a) Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit.

(b) In the event that, by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement or any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners.

(c) It is contemplated that a cable or central television antenna system will be installed and connected to each Unit. Said system, when installed, shall be maintained by the television company which installs the system. To the extent required to implement the foregoing plan, there shall be an easement appurtenant to each Condominium for the purpose of connecting the same with the central television cable or antenna. The Common Area shall be subject to such easement in favor of all Condominiums and in favor of the company which installs the system, to provide for the passage through the Common Area and any Improvement thereon of television connections from any Condominium to the cable system, and shall be subject to further easements for the placement and maintenance of such connections. The foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not

unreasonably interfere with the use, occupancy or enjoyment of all or any part of the Common Area.

(d) An easement is hereby created in favor of the City of St. George and the public at large over, under, across and through the front eighteen (18) feet of the Project that parallels and is adjacent to Valley View Drive for general ingress and egress and for the installation of utilities in the care of the City and for access to an movement over the sidewalks in the care of the general public.

14. Change in Ownership. The Management Committee shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Unit which is owned by them. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Management Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Washington County, Utah. The Management Committee may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Management Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Washington County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person unless the Management Committee is otherwise advised.

15. Assessments. Subject to the provisions of paragraph 19 with respect to the payment of common expenses by Declarant, every Unit Owner shall pay his proportionate share of the common expenses. The proportion of common expenses allocated to each unit owner shall be the total common expenses multiplied by the Unit owner's undivided interest in the common areas. Assessments shall commence as to all Condominiums in a Phase on the first day of the month immediately following the first close of the sale of a Condominium in that Phase. Payment thereof shall be in such amounts and in such intervals as the Management Committee determines in accordance with the Act, the Declaration or the By-Laws. There shall be a lien for nonpayment of common expenses as provided by the Act. Assessment of common expenses shall commence at such time as determined by the Management Committee. No assessment for a single improvement in the nature of a capital expenditure which exceeds the sum of \$5,000 shall be made without the same having been first voted on and approved by at least a majority of the Project's undivided ownership interest. Any increase in regular assessments in excess of 20% over the previous year's budget, or any special assessment in excess of 5% of the total annual budget shall require the affirmative consent of a majority of the unit owners not including the Declarant.

The quorum required for any action authorized by this paragraph 15 shall be as follows: at the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all outstanding votes shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another

meeting may be called (subject to the notice requirements set forth in Section (d) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

16. Destruction or damage. In the event of destruction or damage of part or all of the improvements in the Condominium Project, the procedures of this section shall apply.

(a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Units shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% of the entire undivided ownership interest in the Project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% of the entire undivided ownership interest in the Project, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Washington County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), as amended from time to time, shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this section shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Management Committee shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of project improvements which figure representing the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the

application of the provisions of this section shall be the average of the two closest appraisal figures.

17. Taxes. It is understood that under the Act each Unit, together with its percentage of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his Condominium Unit.

18. Insurance.

(a) Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force hazard insurance meeting the following requirements:

(1) A multi-peril type policy covering the entire Project (both Units and Common areas and Facilities) shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon replacement cost). Such policy shall include an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent.

(2) If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of the maximum amount of insurance available under said Act or the aggregate of the unpaid principal balances of the Mortgages affecting the individual Units. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy which meets the criteria established by the Flood Insurance Administration.

(3) The named insured under each policy required to be maintained by the foregoing items (1) and (2) shall be in form and substance essentially as follows: The Willow Run Resort Owners Association, a Utah non-profit corporation or its authorized representative, for the use and benefit of the individual Owners.

(4) Each such policy shall include the standard mortgage clause (without contribution) which either shall be

endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

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

(b) Fidelity Insurance. The Management Committee or Association shall at all times maintain in force fidelity coverage against dishonest acts on the part of manager (and employees or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one hundred percent (100%) of the Project's estimated annual operating expenses, including reserves. Such fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(c) Liability Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a "Severability of Interest Endorsement" or its equivalent which shall preclude the insurer from denying the claim of a unit Owner because of negligent acts of other Owners, the Management Committee, or the Association of Unit Owners. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location and use. The limits of liability under such insurance shall not be less than \$1,000,000 for all claims for personal injury and/or property damage arising out of a single occurrence.

(d) General Requirements Concerning Insurance. Each insurance policy or fidelity bond maintained pursuant to the foregoing Sections 18(a) through 18(c) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of Class X or better or an equivalent rating. No such policy or fidelity bond shall be maintained where: (1) under the terms of the carrier's charter, by-laws, bond or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee, the Management Committee, the Association of Unit Owners,

a Unit, the Common Areas, or the Project; (2) by the terms of the carrier's charges, by-laws, bond or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; (3) the bond or policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or (4) the bond or policy provides that the insurance thereunder shall be brought into contribution with insurance purchased by the individual Unit Owners or their Mortgagees. Each such fidelity bond or policy shall provide that: (a) coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association of Unit Owners or the Management Committee; (b) coverage shall not be prejudiced by any failure by the Association or Committee to comply with any warranty or condition with regard to any portion of the Project over which the Association and Committee have no control; (c) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right to subrogation it might have as to any and all claims against the Association, the Management Committee, and Unit Owners, and/or their respective agents, employees or tenants. If due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Sections 18(a) through 18(c) hereof cannot reasonably be secured, with respect to such coverage the Association or the Committee shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist. (e) The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature, and use.

(2) The Committee shall have authority to adjust losses.

(3) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.

(4) Each policy of insurance obtained by the Committee shall, if possible, provide: A waiver of the Insurer's subrogation rights and respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents, and guests; that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Committee or of the Manager without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

(5) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not

have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a copy of his policy within thirty (30) days after he acquires such insurance.

(6) Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal Mortgage Association.

19. Payment of Expenses.

(a) Declarant hereby covenants to, and each Owner shall, by acceptance of a deed to a Condominium whether from Developer or a subsequent owner of such Condominium, bind himself, his heirs, personal representatives and assigns to pay all assessments and charges determined and levied by the Association upon each Condominium owned by him, including interest thereon and collection costs thereof, if any, including attorneys' fees. The obligation to pay such assessments, charges, interest and costs cannot be waived or avoided by nonuse of the Common Area or abandonment or transfer of a Condominium, and constitutes a personal obligation and a covenant running with the land. The grantee of a voluntary conveyance of a Condominium, except as provided in the Mortgagee Protection Articles of these Restrictions, is jointly and severally liable with the grantor for all unpaid assessments which accrued against the Condominium prior to the time of conveyance and which are described in a statement from the Association to such grantee prior to conveyance of the Condominium.

(b) Each Unit Owner shall pay the Management Committee their allocated portion of the cash requirement deemed necessary by the Management Committee to manage and operate the Project, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee, Declarant, or Association. Each installment shall be due on or before the first day of each month. If the Unit Owner shall fail to pay any installment within five (5) days of the time when the same becomes due, the Owner shall pay interest thereon at the rate of eighteen percent (18%) per annum from the date when such installment shall become due to the date of the payment thereof, together with all costs and expenses, including attorney's fees, incurred in any proceedings brought to collect such unpaid common expenses.

(c) The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of the Project then in existence to enable the Management Committee to pay all estimated expenses and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements; which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance or bond premiums,

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common lighting, landscaping, and the care of the grounds, repairs, and renovations to Common Areas and Facilities, and other services which are separately billed or metered to the individual Units by the utility or party furnishing such service, legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Project. The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

(d) The portion payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, multiplied by the percentage of undivided interest in the Common areas and Facilities appurtenant to such Unit, as shown in Exhibit D, except as hereinafter provided. Such assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be provided by the Management Committee. Provided, however, Declarant's obligation for common expenses (which shall not include reserves for future expenditures) may be limited to subsidization of the association, under such subsidy agreement as may be negotiated by the Association and approved by applicable regulatory authority, but in no event more than the amount payable if Declarant were required to pay a full assessment on unsold and completed units.

(e) The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Project and to determine the cash requirements of the Management Committee to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the Owners, and all expenditures made by the Management Committee, within the bounds of the Act and this Declaration shall be against the Owner be deemed necessary and properly made for such purpose.

(f) If an Owner shall at any time let or sublet his Unit and shall default for a period of one month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit the rent due or becoming due and payment of such rent to the Management Committee shall be

sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid.

(g) Each monthly assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the following lien securing the same: the amount of any assessment, whether regular or special, assessed to a Unit plus interest at eighteen percent (18%) per annum, and costs, including reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice of assessment as provided by the Act. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

(1) Tax and special assessment liens on the Unit in favor of any assessment unit, and special districts; and

(2) Encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(h) A certificate executed and acknowledged by the Manager or Management Committee stating the unpaid common expenses then outstanding with respect to a Unit shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or encumbrancee or prospective Owner or encumbrancee of a Unit upon request at a reasonable fee not to exceed Ten Dollars (\$10.00). Unless a written request for a certificate of indebtedness shall be complied with within ten (10) working days, all unpaid common expenses which became due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrancee holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment such encumbrancee shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

(i) Upon payment of delinquent assessments concerning which a notice of assessment has been recorded or other satisfaction thereof, the Management Committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien hereof. Such lien for nonpayment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management committee, such sale to be conducted in accordance with the provisions of the law applicable to the foreclosure of mortgages or in any manner permitted by law. In any foreclosure, the Unit Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

(j) In the event of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a

receiver to collect the rental without regard to the value of the mortgage security. The Management Committee or Manager shall have the power to bid on the Unit at foreclosure and to hold, lease, mortgage and convey the Unit.

(k) In all cases where all or part of any assessments for Common Expenses and for any expenses of and advances by the Management Committee cannot be promptly collected from persons or entities liable therefor under the Act or the Declaration, the Management Committee shall reassess the same as a Common Expense, without prejudice to its rights of collection against persons or entities.

20. Mortgage Protection.

(a) From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefore, the Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

(b) The lien or claim against a Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to the Mortgage affecting such Unit, and the Mortgagee thereunder which comes into possession of the Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Units including the Unit in which the Mortgagee is interested). No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee which comes into possession shall be collected or enforced by either the Management Committee or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Condominium Unit affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit).

(c) Unless all of the Mortgagees of the individual Units have given their prior written approval, neither the Management Committee nor the Association of Unit Owners shall be entitled, by act, omission, or otherwise:

(1) To abandon or terminate the Project or to abandon or terminate the arrangement which is established by this Declaration and the Record of Survey Map (except as provided in Section 16 hereof in the event of certain destruction or damage);

(2) To partition or subdivide any Unit;

(3) To abandon, partition, subdivide, encumber, sell or transfer all or any part of the Common Areas and Facilities (except for the granting of easements for utilities and similar

purposes consistent with the intended use of the Common Areas and except as provided in Section 16 hereof in the event of certain destruction or damage);

(4) To use hazard insurance proceeds resulting from damage to any part of the Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided in Section 16 hereof in the event of certain destruction or damage;

(5) To change the pro rata interests or obligations of any Unit which apply for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities, (except as allowed in the case of expansion at Section 36).

(6) To alter the provisions of Section 17 hereof in such a way as to diminish the protections afforded to the Owners regarding the duration or terminability of agreements for managerial services; or

(7) To alter the provisions of Section 18 hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

(d) Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, of the Association of Unit Owners, or of the Project. Any mortgagee shall have the right to designate a representative to attend all meetings of the Association of Unit Owners. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefore, the Committee or the Association shall furnish to such Mortgagee (i) copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Project as may be prepared for distribution to or use by the Committee, the Association, or the Unit Owners and (ii) written notice of all meetings of the Association of Unit Owners.

(e) The Management Committee and the Association may establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments on an installment basis against the Units rather than by special assessments.

(f) From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefore, the Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of: (a) The Common Areas involving an amount in excess of, or reasonably estimated to be in excess of Ten Thousand Dollars (\$10,000.00); or (b) any Unit involving an amount in excess of or reasonably estimated to be in excess of One Thousand Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said

Association learns of such damage, loss, taking or anticipated condemnation.

(g) In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Section, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority as the case may be, applicable to the Management Committee and Association of Unit Owners with respect to the subject concerned.

(h) No amendment to this Section which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the Individual Units have given their prior written approval to such amendment. Any amendment to this Section shall be accomplished by an instrument executed by the Management Committee and filed for record in the office of the Washington County Recorder. In any such instrument an officer of the Management Committee shall certify that any prior written approval of Mortgagees required by this Section as a condition to amendment has been obtained.

21. Eminent Domain. In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of Section 57-8-32.5, Utah Code Annotated (1953), as amended from time to time, shall apply. The Management Committee shall give written notice of such proceedings to all Mortgagees of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

22. Maintenance.

(a) Each Owner of a Unit at their own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee is protected by insurance against such injury, the Unit Owner shall repair all injury or damage to the Unit or building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant, or any member of the Unit Owner's family or of the family of any tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the Unit, and the maintenance of limited common balcony. Without the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit, or driveways, or in or to the

exterior of the buildings, and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located.

(b) Except as hereinafter provided, the Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities and of the Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive and generally in good condition and repair. The Management Committee shall have no obligation regarding maintenance or care of the Units.

23. Right of Entry. The Management Committee and its duly authorized agents shall have the right to enter any and all of the Units and the Limited Common Areas appurtenant thereto in case of an emergency originating in or threatening such Unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Committee and its duly authorized agents shall also have the right to enter into any and all of said Units and Limited Common Areas at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owner affected by such entry shall first be notified thereof if available and if time permits.

24. Administrative Rules and Regulations. The Management Committee shall have the power to adopt and establish by resolution, such building management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Project. The Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those person over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units.

25. Obligation to Comply with Declaration, By-Laws, Articles, Rules and Regulations. Each Unit Owner, tenant, subtenant or other occupant of a unit shall comply with the provisions of the Act, this Declaration, the By-Laws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Management

Committee or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom.

26. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Association of Unit Owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee; provided, however, the foregoing indemnification shall not apply if the loss, expense of liability involved resulted from the willful misconduct, or gross negligence of the member.

27. Amendment. In addition to the amendment provisions contained in Section 6 above, and 35 and 36 below but subject to the terms of Section 20, this Declaration and/or the Map may be amended provided, however, the vote required for an amendment shall never be less than the vote required for action under the clause being amended. No amendment shall be effective until recordation in the office of the County Recorder of a document fully setting forth the amendment, specifically referring to this Declaration, and setting forth the authority by which the amendment was adopted. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Management Committee. In said instrument the Committee shall certify that the vote or consent required by this Section has occurred. Notwithstanding the above, Declarant reserves the right to unilaterally amend the Covenants to provide for restrictions as may be required to satisfy the requirements of any state in which the Declarant desires to sell Units, and where Declarant is required to register the Project. Notwithstanding any other provision contained herein, until occurrence of the "Event" referred to in Section 12 hereof no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control accorded to Declarant (in his capacity as declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant. Notwithstanding anything in this Declaration to the contrary, no amendment to this Declaration which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effected unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment.

28. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the

stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this section:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner;

(b) Any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose; and

(c) Unless the consent of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective.

29. Declarant's Sales Program. Notwithstanding any other provision in this Declaration, until Declarant ceases to be a Unit Owner (which may be reviewed by filing a Supplemental Declaration to Expand) or the expiration of six (6) years after the date on which this Declaration is filed for record in the office of the County Recorder of Washington County, Utah, whichever first occurs (hereinafter referred to as the "Occurrence"), Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units owned by Declarant:

(a) Declarant shall have the right to maintain such sales offices and/or model Units as Declarant determines is needed in its self program. Such offices and/or model Units may be one or more of the Units owned by them, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing.

(b) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners or similar devices at any place or places on the Property, but any such device shall be of a size and in a location as is reasonable and customary.

(c) Declarant shall have the right to use the Common Areas and Facilities of the Project to facilitate Unit sales, provided said use is reasonable as to time and manner.

(d) Declarant shall have the right from time to time to locate or relocate any of their sales offices, model Units and/or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the Occurrence, Declarant shall have the right to remove from the Project any signs, banners or similar devices any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort.

30. Limitation on Improvements by Association. Until the Occurrence described in Section 29, neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvements to or alteration in any of the Common Areas and Facilities, other than such repairs, replacements,

or similar matters as may be necessary to properly maintain the Common Areas as originally created or constructed by Declarant.

31. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections or section or sections had not been inserted.

32. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Condominium Units in the Project title to which is vested in the Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant) herein.

33. Lease of Units. Any lease agreement respecting a Unit shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the By-Laws attached hereto as Exhibit C, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there shall be no restriction on the right of any Unit Owner to lease his Unit. The Unit Owner shall notify the Management Committee of the names of the lessee of the Unit.

34. Legal Description of a Unit. Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear in the official records of Washington County, Utah, and in substantially the following form:

Building _____ Unit _____ as shown in the Record of Survey Map for the Willow Run Resort Phase I, a Project appearing in the Records of the County Recorder of Washington County, Utah, and as defined and described in the Declaration of Condominium, appearing in such records in Book _____, Pages _____ to _____ of Official Washington County Records.

This conveyance is subject to the provisions of the aforesaid Declaration of Condominium.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to Ownership of a Unit and all the limitations on such ownership as described in this Declaration.

35. Declarant's Option to Expand. This condominium project shall be an expandable condominium project as defined in Utah Code Annotated § 57-8-10(4). In accordance with the requirements of said Statute, the Declarant subjects the project to the following terms and conditions which are applicable to the expansion of the project:

(a) Declarant explicitly reserves unto itself and its assigns (without the requirement of the consent of the association or the Unit Owners) the right to expand the project for a period of seven (7) years according to the Declaration.

(b) Except as provided in (a) above there shall be no other limitations on this option to expand.

(c) There shall be no circumstances except the voluntary termination by the Declarant or Declarant's assigns which will terminate this option prior to the time limit specified in (a) above.

(d) The legal description of all the land that may be added to the project is set forth at Exhibit A hereto, designated as Phase II Property.

(e) The property described at Exhibit A -- Phase II Property -- may be added in any particular portion and in any number of additional phases; accordingly, there shall be no limitations on such additions except as specifically reserved in this Paragraph 35.

(f) Any portion of the property described at Exhibit A -- Phase II Property -- may be added at different times and there shall be no order in which they may be added to the project, that matter being left to the total discretion of Declarant or Declarant's assigns.

(g) There shall be no limitations as to the location of any improvements that may be made on any portions of the additional land added to the condominium project; accordingly, no assurances are made in that regard.

(h) The maximum number of units that may be created on the additional land shall be 180. The maximum number of units per acre that may be created on any such portion added to the condominium project shall be 15.

(i) The maximum percentage of the aggregate land and floor area of all units that may be created on Phase II, the use of which will not or may not be restricted exclusively to residential purposes is 0%, it being the intention of the Declarant that this project be limited to residential purposes only.

(j) Any structures erected on any portion of additional land added to the condominium project shall be compatible with the structures on the land originally within the project in terms of quality of construction, principal materials to be used, and architectural style. Further provided that no assurances may be

given in this regard inasmuch as the determination of these items is reserved to Declarant or its assigns in Declarant's discretion.

(k) Except as may be contained in restrictions provided elsewhere in this Paragraph 35, no assurances are given as to the description of all other improvements that will be made in any portion of the additional land added to the project and Declarant specifically reserves unto itself and its assigns the right to design, plan and build the improvements to the Phase II Property in its discretion.

(l) No assurances are made with respect to whether or not the units that may be added to the project in the Phase II Property will be substantially identical to the units on the land originally within the project.

(m) Declarant reserves unto itself the right to create common areas and limited common areas and facilities within any portion of the additional land added to the condominium project. Accordingly, no assurances can be given in this regard as to the type, size, or maximum number of such limited areas or common areas within any addition in the Phase II Property.

(n) Supplementary Declaration. The annexation authorized under the foregoing paragraphs shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration.

The recordation of such Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of units in said real property shall automatically be members of the Association.

(o) Declarant's Right to Amend. Until all portions of the Phase II Land are included in the Development, or until the right to enlarge the Development through the addition of tracts or subdivisions terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to unilaterally amend the Declaration as may be reasonably necessary or desirable,

(i) to more accurately express the intent of any provisions of the Declaration in the light of then existing circumstances or information; (ii) to better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by the Declaration; (iii) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the Development; or (iv) to conform this Declaration, or any amendments thereto, to the Utah Condominium Act, as may be amended from time to time, or to conform

to the underwriters guidelines of major secondary market investors in order to facilitate the availability of financing.

(p) Expansion of Definitions. In the event the property is expanded, the definitions used in this Declaration automatically shall be expanded to encompass and refer to the property as so expanded. E.g., "Property" shall mean the real property described in Exhibit "A" of this Declaration plus any additional real property added by a Supplementary Declaration or by Supplementary Declarations, and reference to this Declaration shall mean this Declaration as so supplemented.

36. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

37. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

38. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

39. Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or the President of the Association.

40. Compliance with State Laws. This Condominium Project has been created and is existing in full compliance with the requirements of the Act and all other applicable laws.

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

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 20th day of MAY, 1985.

ATTEST:

WILLOW RUN DEVELOPMENT, Inc., a Utah Corporation,

As Bentley Jr
Secretary

By Neil C. Singson
President

277607

STATE OF UTAH)
) ; ss.
COUNTY OF WASHINGTON)

On the 20 day of MAY, 1985, personally appeared before me Ned O. Gregerson and R.S. Bentley, Jr., who being by me duly sworn did say that they are the president and secretary of Willow Run Development Inc., a Utah Corporation, and that the within and foregoing instrument was signed on behalf of said corporation and said persons acknowledged to me that said corporation executed the same.



My Commission Expires:
7/12/87

Kendrick A. Hefner
NOTARY PUBLIC
Residing in:
Washington County

277607

EXHIBIT A

BOUNDARY DESCRIPTION
WILLOW RUN RESORT -- PHASE I

Beginning at a point on the East line of Valley View Drive, said point being South 0°40'10" East 144.96 feet along the center section line and West 133.12 feet from the center of Section 26, Township 42 South, Range 16 West, SLB&M, and running thence along the East line of Valley View Drive North 32°27'00" East 393.46 feet to the true point of beginning and proceeding along Valley View Drive as follows: North 32°27'00" East 295.54 feet; thence South 57°33'00" East 70.50 feet; thence South 32°27'00" West 35.00 feet; thence South 57°33'00" East 228.29 feet; thence South 10°50'18" East 142.02 feet; thence South 44°52'50" West 117.73 feet; thence South 79°38'29" West 74.03 feet; thence North 44°36'48" West 70.28 feet; thence North 10°45'09" West 11.50 feet; thence North 57°33'00" West 149.65 feet, to a point of curvature of a 16.0 foot radius curve to the left (radius point bears South 32°27'00" West) and running along said curve 25.13 feet; thence North 57°33'00" West 74.50 feet to the true point of beginning.

Containing 2.170 acres.

EXHIBIT A

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EXPANDABLE PROPERTY
WILLOW RUN RESORT -- PHASE II

Beginning at a point on the East line of Santa Clara Fields Road (Valley View Drive), said point being South 0°40'10" East 144.96 feet along the Center Section line and West 133.12 feet from the Center of Section 26, Township 42 South, Range 16 West, SLB&M, and running thence along the East line of Santa Clara Fields Road (Valley View Drive) as follows: North 32°27' East 978.31 feet to a point on a 666.00 foot radius curve to the left, thence Northeasterly 122.63 feet along the arc of said curve; thence North 21°54' East 35.95 feet to a point on a curve to the left on the Southwesterly line of Indian Hills Drive, the radius point of which is North 73°52'32" East 1340.00 feet; thence leaving the East line of Santa Clara Fields Road (Valley View Drive) and following the Southwesterly line of Indian Hills Drive as follows: Southeasterly 314.26 feet along the arc of said curve; thence South 29°26' East 432.94 feet to a point on a 2040.00 foot radius curve to the left; thence Southeasterly 32.64 feet along the arc of said curve to a point on an existing fence line; thence leaving the Southwesterly line of Indian Hills Drive and running South 35°58'30" West 335.63 feet along an existing fence line; thence South 35°48' West 405.00 feet along an existing fence line; thence North 57°33' West 603.72 feet to the point of beginning.
Containing 13.269 acres.

Subject to a right-of-way 15.00 feet in width for a roadway to be reserved by Grantor over the Southerly 15.00 feet of said property.

Containing 13.06 acres, more or less, excluding right-of-way.

EXHIBIT B

ARTICLES OF INCORPORATION 277607

OF

WILLOW RUN RESORT OWNERS ASSOCIATION

The undersigned person over the age of twenty-one years, acting as the incorporator of a non-profit corporation under the Utah Non-Profit and Cooperative Association Act (Chapter 6 of Title 16, Utah Code Annotated, 1953 as amended) hereby adopts the following Articles of Incorporation for such Corporation:

ARTICLE I

Name: The name of the corporation shall be Willow Run Resort Owners Association, hereinafter, for convenience referred to as the "Association."

ARTICLE II

Purpose: The purpose for which the Association is organized is to provide an entity for the operation, maintenance, preservation and architectural control of residential living units, common areas and lots within that certain tract of property described as WILLOW RUN RESORT Phase I together with such areas as are added pursuant to provisions of the Declaration of Condominium of WILLOW RUN RESORT Phase I (the "Declaration") and to promote the health, safety and welfare of the residents of the above-described property and any additions thereto as may hereinafter be brought within the jurisdiction of this Association. The Association shall make no distributions of income to its Trustees, officers or members.

ARTICLE III 272607

Powers: The Association's powers shall include and be governed by the following provisions:

A. The Association shall have all the common law and statutory powers of a corporation not for profit except those which conflict with the provisions of these Articles.

B. The Association shall have all the powers and duties set forth in the Condominium Ownership Act except to the extent that they are limited by these Articles and the Declaration and all the powers and the duties reasonably necessary to operate the project as set forth in the Declaration and as it may be amended from time to time. Said powers shall include but are not limited to the following powers:

(1) To make and collect assessments against members in order to defray the Project's costs, expenses, and losses.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) To repair, replace, maintain and operate the property.

(4) To purchase insurance on the property and insurance for the protection of the Association and its members.

(5) To reconstruct improvements after casualty and to further improve the property.

(6) To make and amend reasonable regulations as to the use of the property.

(7) To approve or disapprove the transfer, mortgage, and ownership of lots as may be provided by the Declaration and by Laws.

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(8) To enforce, by legal means, the provisions of the Declaration, these Articles, and By-Laws of the Association and the regulations for the use of the property.

(9) To contract for the management of the property and to delegate to the contractor all the powers and duties of the Association except those powers and duties which are specifically required by the Declaration to be approved by the Board of Trustees or the members of the Association.

(10) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(11) To employ personnel to perform the services required for the proper operation of the property.

C. The Association shall have no power to purchase a lot in the project except in connection with its lien foreclosure powers in connection with collection of assessments or fees. This provision cannot be changed without the members' unanimous approval.

D. The titles of all properties and all funds acquired by the Association and the proceeds thereof shall be held in trust for the members according to the provisions of the Declaration, these Articles, and the By-Laws.

E. The powers of the Association shall be subject, and shall be exercised according, to the provisions of the Declaration, these Articles, and the By-Laws.

ARTICLE IV

Members: The members of the Association shall consist of all of the record owners of lots in the project. A change of

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GALLIAN, DRAKE & WESTFALL
ATTORNEYS AND COUNSELORS AT LAW

membership in the Association shall be established by the recording in the public records of Washington County, State of Utah, of a deed or other instrument establishing a record title to the Unit and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association; the membership of the previous owner shall be thereby ended. The shares of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his lot. Each member of the Association shall be entitled to such votes to be used in such manner as set forth in the By-Laws of the Association and the Declaration.

ARTICLE V

Trustees: The affairs of the Association shall be managed by a Board of Trustees (management committee) consisting of such number of Trustees as shall be determined by the By-Laws and Declaration, but not less than three (3). In the absence of such a determination, the Board shall consist of three trustees. Trustees shall be elected at the annual members' meeting in the manner provided by the By-Laws. Trustees may be removed and vacancies on the Board shall be filled as provided by the By-Laws.

The first election of Trustees shall be held at the first annual meeting following such time as the total number of votes held by all Class A members equals the total number of votes held by the Class B members, or until the Declarant, its successors or assigns, elects to terminate its control of the project, whichever first

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occurs. The trustees named herein shall serve until the first election of trustees. The names and addresses of the members of the first Board of Trustees are as follows:

<u>Name</u>	<u>Address</u>
Ned O. Gregerson	471 South Rosehill Cedar City, UT 84720
Jay Ence	260 West St. George Blvd. St. George, UT 84770
Kevin Ence	525 East 840 South Circle St. George, UT 84770

The above-named trustees shall hold office until their successors are elected and have qualified or until removed from office. Provided that the Declarant in its sole discretion may fill any vacancies in the Board of Trustees prior to the first election of Trustees.

ARTICLE VI

Officers: The Association's affairs shall be administered by officers elected at the first meeting of the Board of Trustees following the annual members' meeting. Such officers shall serve at the pleasure of the Board of Trustees.

ARTICLE VII

Indemnification: Each Trustee and each officer of the Association shall be indemnified by the Association against all liabilities and expenses, including attorney's fees reasonably

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incurred or imposed on him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or Trustee of the Association, or any settlement thereof, regardless of whether he is an officer or Trustee at the time such expenses are incurred, unless the officer or Trustee is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. In case of a settlement, the indemnification provided for herein shall apply only when the Board of Trustees approves such settlement and reimbursements as being for the Association's best interests. The above described right of indemnification shall not be exclusive of all other rights to which such Trustee or officer may be entitled but shall be in addition to such other rights.

By-Laws: The Board of Trustees shall adopt the first By-Laws of the Association. The said By-Laws may be amended, changed, or repealed in the manner provided by the said By-Laws.

ARTICLE VIII

Amendments of Articles of Incorporation: The Articles of Incorporation shall be amended in the following manner:

The notice of any meeting at which a proposed amendment is considered shall include notice of the subject matter of the proposed amendment. Either the Board of Trustees or the members of the Association may propose a resolution approving a proposed amendment. Members and trustees who are not present either in person or by proxy at the meeting at which the proposed amendment is under consideration may express their approval in writing provided their

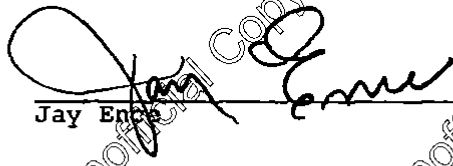
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ARTICLE XII

Dissolution. Upon dissolution of the Corporation, the Board of Trustees shall, after paying or making provisions for the payments of all liabilities of the Corporation, dispose of all of the assets of the Corporation in accordance with the By-Laws.

IN WITNESS WHEREOF, the incorporator has affixed his signature hereto on the 13th day of May, 1985.


INCORPORATOR:


Jay Ence

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 13th day of May, 1985, personally appeared before me Jay Ence, who, being by me duly sworn, declared that he is the incorporator of the Willow Run Resort Owners Association, that he signed the foregoing articles of Incorporation of the Willow Run Resort Owners Association, as incorporator of such nonprofit corporation, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of May, 1985.


NOTARY PUBLIC
Residing in:
St George

My Commission Expires:
9-11-86

EXHIBIT C

BY-LAWS

277607

OR

WILLOW RUN RESORT OWNERS ASSOCIATION

I. NAME AND LOCATION

1. Name. The name of the corporation is the WILLOW RUN RESORT OWNERS ASSOCIATION, a Utah nonprofit corporation.

2. Principal Office. The principal office of the Association shall be located at Washington County, Utah, and meetings of Members and Trustees may be held at such places within the County of Washington, State of Utah, as may be designated by the Board of Trustees.

II. DEFINITIONS

. When used in these By-Laws the following terms shall have the meaning indicated:

1. Articles shall mean and refer to the Articles of Incorporation of the WILLOW RUN RESORT OWNERS ASSOCIATION.

2. Association shall mean and refer to to the WILLOW RUN RESORT OWNERS ASSOCIATION a Utah nonprofit corporation which is organized by the filing of the Articles.

3. Member shall mean and refer to every person who holds membership in the Association.

4. Properties shall mean and refer to all real property which becomes subject to the Declaration together with such other real property as may hereafter be annexed thereto under the provisions of the Declaration.

5. Declaration shall mean and refer to the instrument

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entitled "Declaration of Covenants, Conditions, and Restrictions of the Willow Run Development Phase I," executed and acknowledged by Declarant on the ___ day of _____, 1985, and filed for record in the office of the County Recorder of Washington County, Utah, as the same may from time to time be supplemented by Supplementary Declaration(s) or amended.

6. Lot shall mean and refer to any of the separately numbered and individually described plot of land on recorded Phase I Plat of the Properties with the exception of the Common Areas. Upon recordation of the Supplementary Declaration for Phase II, Lot shall include such plots of land contained in Phase II.

7. Common Areas shall mean and refer to those areas of land shown on any recorded Plat of the Properties and intended to be devoted to the common use and enjoyment of the Members.

8. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Washington County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

9. Board of Trustees or the Board shall mean and refer to the Board of Trustees of the Association.

10. Development shall mean and refer to Willow Run Development Phase I.

III. MEETINGS OF MEMBERS

1. Annual Meeting. The first annual meeting of the Members shall be held during the month of _____ at the date and time set by the Board. Thereafter an annual meeting of the Members shall be held during the same month of each succeeding year. The purpose of the annual meeting shall be the election of the trustees, subject to the provisions of Section 1 of Article IV hereof, and the transaction of such other business as may come before the Members. If the election of trustees is not filled on the day designated herein for the annual meeting, the Board shall cause such election to be held at a special meeting of the Members as soon thereafter as is convenient.

2. Special Meetings. A special meeting of the Members for any purpose or purposes may be called by the President, by the Board, by the Class B member, or upon written request of the Members who are entitled to vote of one-fourth (1/4) of all of the votes of the Class A membership.

3. Place of Meeting. The Board of Trustees may designate any place within Washington County, Utah, as the place for any annual meeting or for any special meeting called by the Board. If no designation is made, the place of meeting shall be the registered office of the Association.

4. Notice of Meetings. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to all Members at least ten but not more than thirty

days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid within the required time period to the person who appears as a Member, at the latest address for such person appearing in the records of the Association at the time of mailing.

5. Quorum. Except as otherwise provided in the Articles in the Declaration, or by law, more than 50% of the membership present (by units) in person or by proxy shall constitute a quorum at any meeting of the Members.

6. Proxies. At any meeting of the Members a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. All proxies shall be filed with the secretary of the Association before or at the time of the meeting. Unless otherwise provided therein no proxy shall be valid after eleven months from the date of its execution.

7. Cumulative Voting. At each election for Trustees the vote attributable to a Unit may be accumulated by the Member or Members. The total cumulative vote attributable to each Unit shall be the number of Trustees to be elected multiplied by the number of Units owned by the Member. This cumulative vote may be voted for one candidate or may be distributed among any number of candidates, but no fractions of a vote may be cast for any candidate. A plurality shall be sufficient for the election of a candidate.

8. Necessary Vote. Except as concerns the election of trustees and except with respect to those proposals which under the

Articles, under the Declaration, or by law require a greater proportion for adoption, the affirmative vote of a majority of all those which members present in person or represented by proxy are entitled to cast at a meeting shall be sufficient for the adoption of any matter voted on by the Members.

IV. BOARD OF TRUSTEES

1. Number, Tenure and Qualifications. The initial authorized number of Trustees of the Association shall be three (3), provided that this number may be increased or changed from time to time. At the first election of Trustees, the Trustees shall be classified with respect to the time for which they shall severally hold office, by dividing them into three classes, to be known as classes "A", "B", and "C". Of the Trustees first chosen, Class A shall consist of one Trustee to hold office for one (1) year; Class B shall consist of two Trustees, each to hold office for two (2) years; and Class C shall consist of two Trustees, each to hold office for three (3) years. At each annual election, the successor(s) to the class of Trustees whose terms shall expire in that year shall be elected to hold office for the term of three (3) years. Any change in the number of Trustees may be made only by amendment of the By-Laws. Each Trustee shall hold office until his term expires and until his successor has been duly elected and qualifies. Notwithstanding anything herein contained to the contrary, Declarant reserves the right to appoint the members of the Board of Trustees, or their successors until the occurrence of the event mentioned at the outset of this Section 1 of Article IV.

2. Initial Board. Notwithstanding anything to the contrary

herein contained, the initial Board selected by Declarant may consist of three persons. The persons who are to serve as the initial trustees are as follows:

<u>Name</u>	<u>Address</u>
Ned O. Gregerson	471 South Rosehill Cedar City, UT 84720
Jay Ence	260 West St. George Blvd. St. George, UT 84770
Kevin Ence	525 East 840 South Circle St. George, UT 84770

3. Compensation. The Board may provide by resolution that the Trustees shall be paid their expenses, if any, by attendance at each meeting of the Board. Trustees shall not be paid any salary or other compensation for their services as Trustees and shall not receive directly or indirectly any other profit or pecuniary advantage by virtue of their status as Trustees.

4. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so taken shall have the same effect as though taken at a meeting of the Trustees.

V. POWERS AND DUTIES OF THE BOARD OF TRUSTEES

1. Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, and personal conduct of the Members and their guests thereon, and establish penalties for the infractions thereof;

(b) suspend the voting rights and the rights to use

recreational facilities which may be provided of a Member during a period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association of powers, duties, authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;

(d) declare the office of a Member of the Board of Trustees to be vacant in the event such Member shall be absent from four consecutive regular meetings of the Board of Trustees without cause; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth of the Class a Members who are entitled to vote;

(b) supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

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(c) as more fully provided in the Declaration, to:

(1) fix the amount of the monthly assessment against each Lot and to send written notice of such assessment to every Owner subject thereto as provided in the Declaration.

(2) foreclose the lien against any Lot for which assessments are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability, hazard and other insurance on property owned by the Association as required by the insurance provisions of the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained, and, also, if an Owner of any Lot shall fail to maintain his Lot and the Living Unit located thereon in a manner satisfactory to the

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Architectural Control Committee and/or the Board of Trustees, the Association, after approval by 2/3 vote of the Board, shall have the right, through its agents or employees, or through an independent contractor, to enter upon his Lot and to repair, maintain and restore the Lot and the exterior of the Living Unit and any other improvements erected thereon.

VI. NOMINATION AND ELECTION OF TRUSTEES

1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the Members, to serve from the close of such annual meeting until close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members.

2. Election. Elections to the Board of Trustees shall be made by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles.

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VII. MEETING OF DIRECTORS

1. Regular Meetings. A regular meeting of the Board of Trustees shall be held without notice other than this section 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 any place within the State of Utah or the holding of additional regular meetings without notice other than such resolution.

2. Special Meetings. Special meetings of the Board of Trustees may be called by or at the requests of the president or any three Trustees. The person or persons calling a special meeting of the Board may fix any place within the State of Utah as the place for holding such meeting.

3. Notice. Written or printed notice stating the place, day, and hour of any special meeting of the Board shall be given to all directors at least three days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid at least three business days before the meeting date to each Director at his address. Attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting unless the Trustee attends for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at nor the purpose of any meeting need be specified in the notice thereof.

4. Quorum. The presence of a majority of the Trustees then in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Trustees at a meeting at which a quorum is present shall constitute the act of a greater number as required by law.

5. Vacancies. Any vacancy on the Board, subject to the provisions of Section 1 of Article IV, may be filled by the affirmative vote of a majority of the remaining Trustees, even though such remaining Trustees constitute less than a quorum. A Trustee thus selected to fill a vacancy shall serve for the unexpired term of his predecessor in the office.

VIII. ARCHITECTURAL CONTROL COMMITTEE

1. Number, Composition, and Function. The Board of Trustees shall appoint a three-member committee the function of which is to enforce and administer the provisions of the Declaration (relating to control of improvements and landscaping within the property). The committee need not be composed of Members. Members of the committee shall hold office at the pleasure of the Board. If such a committee is not appointed, the Board itself shall perform the duties required of the committee.

2. Manner of Acting. The act, concurrence, or determination of any two or more committee members, whether such act, concurrence, or determination occurs at a meeting, without a meeting, at the same time, or at different times, shall constitute the

act or determination of the committee.

3. Compensation. The Board of Trustees may provide by resolution that members of the committee shall be paid specified and reasonable compensation for their services as committee members.

4. No Liability for Damages. The committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to of the Declaration.

IX. OFFICERS

1. Number and Qualifications. The Officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. Any two (2) or more offices, other than the office of President and Secretary, may be held by the same person. Officers need not be Members of the Association.

2. Tenure. The Officers of the Association shall be elected by the Board of Trustees annually at the first meeting of the Board held after the annual meeting of the Members. If election of Officers does not occur at such meeting it shall be held as soon thereafter as is convenient. Each Officer shall hold office until his successor has been duly elected and qualifies or until he is removed. Any Officer may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby.

3. Vacancies. A vacancy in office resulting from death, resignation, removal, or any other cause shall be filled by the Board of Trustees for the unexpired portion of the term of the person previously in office.

4. President. The President shall be the principal executive Officer of the Association and, subject to the control of the Board of Trustees, shall exercise general supervision and control over all of the property and affairs of the Association. The President shall, when present, preside at all meetings of the Members and of the Board of Trustees. If the President is not present then the Vice-President shall preside. Except in cases where the signing and execution thereof is expressly delegated by the Board of Trustees or by these Articles to some other Officer or agent of the Association or where required by law to be otherwise signed or executed, the President, together with the Secretary or any other Officer of the Association authorized by the Board of Trustees may sign any deeds, mortgages, contracts, or other instruments which the Board of Directors has properly authorized to be executed. The President shall, in general, perform all duties incident to the office of President and such other duties as may from time to time be prescribed by the Board of Trustees.

5. Vice-President. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice-President shall perform all of the duties of the President. When so acting he shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall perform such duties as may from time to time be assigned to him by the President or by the Board of Trustees.

6. Secretary. The Secretary shall keep minutes of meetings of the Members and of the Board of Trustees in one or more books provided for that purpose, shall see that all notices are given in

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accordance with the provisions of these Articles, the Declaration, and law, shall maintain the membership list required by these Articles, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the President or by the Board of Trustees.

7. Treasurer. As required by the provisions of the Declaration the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall have the custody of and shall be responsible for all funds of the Association, shall receive and give receipts for money due and payable to the Association, shall deposit all such money in the name of the Association in such banks, trust companies, or other depositories as are selected by the Board, shall perform all accounting, financial record-keeping, and similar services which may be necessary or desirable in connection with the Association's affairs, and, in general, perform all duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the President or by the Board of Trustees.

8. Compensation. Officers shall not be paid any salary or other compensation for their services as such and shall not receive directly or indirectly any other profit or pecuniary advantage by virtue of their services as Officers.

X. ASSESSMENTS

1. As more fully provided in the Declaration, each Member (subject to exceptions provided for Declarant) is obligated to pay to the Association monthly and special assessments which are secured

by a continuing lien upon the Lot against which the assessment is made, provided, however, that such lien shall be subordinate to the lien of any first mortgage. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum together with a late payment service charge equal to five percent (5%) of each delinquency, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, late payment service fee, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

XI. AMENDMENTS

1. These By-Laws may be amended, at any regular or a special meeting of the Board of Trustees, by a vote of the majority of the Board of Trustees.

2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.


XII. MISCELLANEOUS

1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of

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incorporation.

IN WITNESS WHEREOF, we, being all of the initial Trustees of the WILLOW RUN RESORT OWNERS ASSOCIATION have hereunto set our hands this 20th day of MAY, 1985.



Ned O. Gregerson



Jay Ence



Kevin Ence

EXHIBIT B

SCHEDULE OF UNITS AND UNDIVIDED INTERESTS
OF WILLOW RUN RESORT, PHASE I

<u>UNIT NUMBER</u>	<u>PAR VALUE</u>	<u>PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS*</u>
First Floor:		
101	1.15	5.476
102	1.0	4.762
103	1.0	4.762
104	1.15	5.476
105	1.15	5.476
106	1.15	5.476
107	1.15	5.476
108	1.15	5.476
109	1.15	5.476
Second Floor:		
201	1.15	5.476
202	1.15	5.476
203	1.15	5.476
204	1.30	6.190
205	1.30	6.190
206	1.30	6.190
207	1.30	6.190
208	1.15	5.476
209	1.15	5.476
TOTAL PAR VALUE	21.0	100.00**

*Subject to change in the event the project is expanded as provided for in the Declaration.

**There is a rounding error of 0.004% which is considered insignificant for assessment purposes.