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JEFFERY SMITH
UTAH COUNTY RECORDER
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RECORDED FOR SPRINGVILLE CITY CORPORATIO

DECLARATION OF CONDOMINIUM OF BROOKLINE CONDOMINIUMS

Phase 9 Plat "9A"

A Utah expandable condominium

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This Declaration is made on the date executed below by ~~Galloway~~^{GAWWAY} Group, LLC, a Utah limited liability company (“Declarant”).

RECITALS

A. Brookline Condominiums Phase 9 Plat ~~A~~^{9A}, is a condominium development located in Springville City, Utah County, Utah;

B. The Declarant intends to sell to various purchasers the fee title to the individual Units contained in the Project, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Project described herein and the owners thereof, their successors and assigns;

C. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;

D. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit “A” and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;

E. The Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.

F. This Project is an expandable condominium project and may be merged with the Brookline Condominiums Phases 5 Amended, 6 Amended, 7 and 8. If merged, the Units, Owners, Common Areas shall become subject to the Declaration of Condominium of Brookline Condominiums recorded as Entry No. 143120:2006 in the Utah County Recorder's Office. Additionally, if merged, the Association shall dissolve and become part of the Brookline Homeowners Association, Inc. It is the intent of Declarant that Brookline Condominiums Phases 7F, 9-22 become annexed by the Brookline Condominiums.

NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

1 DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

1.1 Additional Land

Additional Land means the Brookline Condominiums Phases 5 Amended, 6 Amended, 7 and 8. It also means the land described in Exhibit "B".

1.2 Articles

Articles mean the Articles of Incorporation for Brookline Condominium Association, Inc.

1.3 Association

Association means Brookline Condominium Association. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval.

1.4 Board

Board means the Board of Directors. The Board governs the property, business, and affairs of the Association.

1.5 Brookline Declaration

Brookline Declaration means the Declaration of Condominium of Brookline Condominiums recorded as Entry No. 143120:2006 in the Utah County Recorder's Office, as it may be amended, supplemented, or exist at any given time.

1.6 Bylaws

Bylaws mean the bylaws of the Association, as they exist at any given time. The Bylaws are attached to this document as Exhibit "D."

1.7 Common Areas

Common Areas mean:

1.7.1 The land included within the Project;

1.7.2 The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of buildings;

1.7.3 Installations of central services, which serve more than one Unit, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;

1.7.4 Tanks, pumps, motors, fans, compressors, ducts, and all apparatus and installations existing for common use;

1.7.5 Such community and commercial facilities as may be provided for in the Declaration;

1.7.6 Parking areas and private roads;

1.7.7 All other parts of the Project not specifically included in the Units or shown on the Map; and

1.7.8 All other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

1.8 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of the Owners; expenses authorized by the Governing Documents or the Condominium Act as common expenses; any other expenses necessary for the common benefit of the Owners.

1.9 Condominium Act

Condominium Act shall mean Utah Code §§ 57-8-1 *et seq.*, as it may exist at any given time.

1.10 Declarant

Declarant means Gallaway Group, LLC, its successors or assigns that may come to be in the same position as Gallaway Group.

1.11 Declaration

Declaration means this document, as amended, supplemented, or restated from time to time.

1.12 Director

Director means a member of the Board.

1.13 Eligible Mortgagee

Eligible Mortgagee means a Mortgagee that has made a written request for notice.

1.14 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, and rules and regulations.

1.15 Limited Common Areas

Limited Common Areas mean Common Areas shown on the Map or designated in the Declaration as reserved for use by a certain Unit or Units to the exclusion of the other Units. Limited Common Areas include, without limitation, assigned parking spaces, balconies, patios, and storage areas.

1.16 Map

Map means the record of survey map for Phase 9 Plat 9A on file with the Utah County Recorder, and any other record of survey maps that may be recorded during expansion.

1.17 Member

Member means an Owner.

1.18 Mortgage

Mortgage means any first position mortgage, trust deed, or other security instrument recorded to secure the purchase of a Unit.

1.19 Mortgagee

Mortgagee means a holder, insurer, or guarantor of a first Mortgage on a Unit.

1.20 Nonprofit Act

Nonprofit Act means Utah Code §§ 16-6a-101 *et seq.*, as it may exist at any given time.

1.21 Owner

Owner means the owner of the fee in a Unit together with an undivided interest in the Common Areas. If a Unit is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.22 Percentage Interest

Percentage Interest means a Unit's undivided percentage interest ownership in the Common Area. The Percentage Interest is assigned in Exhibit "C."

1.23 Person

Person means a natural person, corporation, partnership, association, trustee, or other legal entity.

1.24 Project

Project means Brookline Condominiums Phases 16 and 17, as shown on the Map and any phases annexed in the future. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

1.25 Resident

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

1.26 Unit

Unit means a separate physical part of the Project intended for independent use. Units include one or more rooms or spaces located in a building. The following are part of a Unit:

- 1.26.1 Wallboard, lath and plaster, plasterboard, paneling, wall tile, wall paper, paint, or any other material constituting part of the finished surface of an exterior, load bearing, or party wall;
- 1.26.2 All non-load bearing interior walls or partitions;
- 1.26.3 Any material constituting part of the finished surface of the floor;
- 1.26.4 Any material constituting part of the finished surface of the ceiling;
- 1.26.5 Doors, door frames, windows, window frames, interior moldings, interior and exterior door casings, and any materials necessary to attach or weatherproof such;
- 1.26.6 Ducts, chutes, flues, cold air returns, furnaces, air conditioning condensers, lines any other heating, venting, and air conditioning apparatus serving a single unit, whether or not located within the Unit boundaries as defined on the Map;
- 1.26.7 Pipes, gas lines, fire suppression systems, valves, couplings, elbows, tees, escutcheons, water supply lines, water heaters, boilers, faucets, shower heads, finished plumbing fixtures, or any other plumbing apparatus or fixture serving a single Unit, whether or not located within the Unit boundaries as defined on the Map.
- 1.26.8 Cabinets, countertops, built-in shelving units, or any other finish carpentry;
- 1.26.9 Wires, conduits, junction boxes, switches, outlets, plates, electrical panels, electrical service, interior light fixtures (whether or not recessed), phone cable, data cable, audio visual cable, appliances, or any other electrical wire or apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;
- 1.26.10 Public utility lines or installations serving a single Unit, whether or not located within the Unit boundaries as defined on the Map; and
- 1.26.11 Anything inside the Unit boundaries, which can be removed without jeopardizing the structural integrity or usefulness of the remainder of the building.

2 SUBMISSION, EXPANSION, AND TERMINATION

2.1 Submission

The Project and the Governing Documents are submitted to provisions of the Condominium Act. They conveyance of each Unit shall be subject to the Governing Documents and Condominium Act, whether expressly stated in the document of conveyance or not.

2.2 Expansion

At any time within seven years after this Declaration is recorded or any supplement is recorded, the Declarant shall have the right to expand and merge this Project with the Additional Land, which is subject to the Brookline Declaration, without the consent of any Owner or Person. The annexation and merger of this Project with the Additional Land subject to the Brookline Declaration shall be effected by the Declarant recording a termination of this Declaration and a supplement to the Brookline Declaration setting forth the legal description of the Project, stating that the land described in the supplement is subject to the Brookline Declaration, and adjusting the Percentage Interests.

At any time within seven years after this Declaration is recorded, the Declarant shall have the right to expand the Project by annexing the Additional Land, not previously subjected to the Brookline Declaration. The annexation shall be effected by the recordation of a supplemental declaration describing the land to be annexed and subjecting the land to this Declaration. The supplemental declaration shall also state the number of units in the Project and adjust the Percentage Interests.

The Additional Land may be annexed as a whole, in one or more portions, or not at all. Property annexed by Declarant under this Section need not be contiguous with other property in the Project. The exercise of the right of annexation as to any portion of the Additional Land shall not bar the further exercise of the right of annexation as to any other portion of the Additional Land. The Declarant makes no assurances as to which part, if any, of the Additional Land will be annexed.

There is no limitation on the number of Units that may be added to the Project.

2.3 Termination

If the Project is merged with the Additional Land, this Declaration shall terminate. To evidence termination and merger, the Declarant shall record a termination and supplemental declaration subjecting the Project to the Brookline Declaration and making part of that condominium project. The decision to merge and terminate this Declaration shall be in the Declarant's sole discretion.

3 IMPROVEMENTS

3.1 Description of Improvements

The improvements included in the Project consist of a landscaping, roads, walkways, and up to 120 Units in 15 buildings.

The buildings are constructed with the following materials: wood frames with load and non-bearing walls studded with wood; floors composed of wood joists covered with plywood and particle board; wood truss roofs covered with plywood; siding.

3.2 Description of Common Areas and Limited Common Areas

The Common Areas and Limited Common Areas are described and identified in the Declaration and shown on the Map. Neither the undivided percentage ownership interest in the Common Areas nor the exclusive use of Limited Common Areas shall be separated from the Unit. Even if not specifically mentioned in the deed, the undivided percentage ownership interest in the Common Areas and exclusive use of Limited Common areas will automatically accompany the transfer of a Unit.

3.3 Description of Units

The Map shows the Units, their location, and dimensions from which their area may be determined. Units may be independently owned, encumbered, and conveyed.

The legal description in a deed to a Unit shall substantially be stated in the following form:

"Unit __ shown in the record of survey map for Brookline Condominiums appearing in the records of the Utah County Recorder, as Entry No. ____, Map No. ____ and as identified and described in the Declaration of Condominium for Brookline Condominiums recorded in the Utah County Recorder's Office as Entry No. __, as amended and supplemented, together with an undivided interest in and to the Common Areas appertaining to said Unit as established in said Declaration and map. This conveyance is subject to the provisions of the Declaration, including

any amendments thereto.”

3.4 Contents of Exhibit “C”

Exhibit “C” shows the following information about each Unit: (a) the Unit designation and (b) the percentage interest of undivided ownership interest in the Common Areas appurtenant to a Unit. To avoid a perpetual series of digits and to obtain a total of 100% undivided ownership interest, the last digit has been rounded up or down to a value that is most nearly correct.

3.5 Computation of Percentage Interests

The proportional share of ownership in the common areas shall be equal amongst all Units.

4 EASEMENTS

4.1 Easement for Encroachment

If any part of the Common Areas or Limited Common Areas encroaches on a Unit, an easement for the encroachment and for maintenance shall exist. If any part of a Unit encroaches upon the Common Areas or Limited Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas, Limited Common Areas, or Units. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project.

4.2 Access for Repair of Common Areas

Some of the Common Areas are located within the Units. Some of the Common Areas are only accessible through the Units. The Association and other Owners shall have the irrevocable right to access each Unit for maintenance, repair, or replacement of the Common Areas. The Association and Owners’ right of access shall be exercised by the Board. Except for emergency repairs, access shall be gained during reasonable hours after notice.

4.3 Emergency Repairs

The Board has the right to enter a Unit at any time to make emergency repairs. An emergency repair is one that is necessary to prevent an imminent threat of damage to the Common Areas or to another Unit.

4.4 Right of Ingress, Egress, and Enjoyment

Each Resident, guest, or invitee has the right to ingress and egress across the Common Areas and Limited Common Areas necessary for access to his Unit. Subject to the rules and regulations, each Resident has a right to enjoyment of the Common Areas. The rights described in this Section are appurtenant to and pass with title to the Unit.

4.5 Common Facilities Locates within a Unit

All Owners have an easement to use all pipes, wires, ducts, cables, conduits, public utility lines, structural supports, and other Common Areas located within a Unit, but serving their Unit. Each Unit is subject to an easement in favor of the other Units with pipes, wires, ducts, cables, conduits, public utility lines, structural supports, and other Common Areas located within a Unit, but serving other Units.

4.6 Association Easement

The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and Limited Common Areas to perform their duties as assigned by the Governing Documents.

4.7 Easement for Utility Services

The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

5 MAINTENANCE

5.1 Common Areas

The Common Areas shall be maintained, repaired, and replaced by the Association.

5.2 Limited Common Areas

Any Limited Common Area assigned to a single Unit will be maintained by the Unit Owner, at their cost. The Owner shall keep the Limited Common Area in a clean, well maintained, sanitary condition.

Limited Common Areas will be repaired and replaced by the Association.

5.3 Units

Owners shall maintain, repair, and replace their Unit at their cost. An Owner's maintenance responsibility extends to all components of their Unit as defined in the Declaration, on the Map, and in the Condominium Act. Units shall be maintained so as not to detract from the appearance of the project and to maintain the value of any other Unit. Units shall be maintained to protect and preserve the health, safety, and welfare of the other Units and Common Areas. Prior to maintaining, repairing, or replacing exterior doors, windows, or exterior casings, an Owner must submit their plans showing color, style, and shapes for approval by the Association.

6 MEMBERSHIP AND ASSOCIATION

6.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Unit, and shall not be separated from the Unit.

6.2 Voting Rights

The weight of an Owner's vote shall be determined by the Owner's Unit's percentage ownership interest in the Common Areas. Voting is governed by the Bylaws.

6.3 Status and Authority of Board

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

6.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

7 USE RESTRICTIONS

7.1 Use of Units

Units may be used for residential use only. Home businesses are allowed as long as they do not increase traffic flow or have exterior indication of a business. Home businesses must be licensed and comply with zoning code.

7.2 No Obstruction of Common Areas

Owners and Residents shall not obstruct Common Area. Owners and Residents shall not use Common Areas for their private use, unless approved by the Board. Owners and Residents shall not store anything in the Common Areas, except for parking in designate parking areas. Owners and Residents shall not alter Common Areas. Owners and Residents may not damage or commit waste to the Common Areas.

7.3 Cancellation of Insurance

Owners and Residents shall not do or keep anything in a Unit, which would result in the cancellation of insurance or increase the premium. Owners and Residents shall not do or keep anything in a Unit which would violate a law.

7.4 Nuisance

No Resident shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this section a "nuisance" includes behavior which annoys, disturbs or interferes with other Residents and interferes with their right to the quiet and peaceful enjoyment of their property. A nuisance includes but is not limited to the following:

7.4.1 The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Unit, Limited Common Area, or the Common Areas;

7.4.2 The storage of any item, property or thing that will cause any Unit, Limited Common Area, or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;

7.4.3 The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;

7.4.4 The storage of any substance, thing or material upon any Unit, Limited Common Area, or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

7.4.5 The creation or maintenance of any noxious or offensive condition or activity in or about any Unit, Limited Common Area, or the Common Areas;

7.4.6 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

7.4.7 Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Project by other residents, their guests or invites;

7.4.8 Too much noise in, on or about any Unit, Limited Common Area, or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.

7.5 Rules and Regulations

Owners and Residents shall obey the rules created by the Board.

7.6 Structural Alterations

No Owner or Resident shall make a structural alteration to their Unit without written Board approval.

7.7 Signs

Owners and Residents shall not post signs in the Common Area. Holiday signs, for rent signs, and for sale signs may be posted in the Unit's window.

7.8 Pets

A Resident may keep up to two household pets. Household pets include: dogs, cats, birds, or fish. Reptiles, amphibians, horses, livestock, rodents, or any other animals not listed are not allowed. Pets may not be bred in Units, Limited Common Areas, or Common Areas.

Used cat litter and pet waste must be bagged and disposed of in trash receptacles. Residents must keep their Units in a sanitary condition and free from fleas, pet parasites, pet noise, and noxious odors.

The Board may make additional rules governing pets.

Any Resident found to be in violation of the pet provisions of the Governing Documents shall be subject to fines, permanent removal of pets, legal action, or any other action allowed by the Governing Documents or by Utah law. The enforcement actions shall be cumulative and the use of one shall not preclude the use of another.

Residents with pets shall ensure that their pets are current on shots, do not engage in animal noises that annoy neighboring Residents, do not defecate on Common Areas without the defecation being picked up immediately, do not roam unattended, freely, or off leash in the Common Areas or Limited Common Areas, do not create damage to the Common Areas or Limited Common Areas beyond normal wear and tear, and do not create nuisance odors. Additionally, Resident's pets shall comply with all rules governing pets.

7.9 Vehicles

Except to load and unload no trucks larger than 1-ton, trailer, recreational vehicles (for example, campers, boats, motor homes, off-road vehicles, etc.), commercial vehicles, and similar equipment shall be parked in the Project.

Except for emergency repairs to enable movement to a repair facility, Owners and Residents shall not repair or restore vehicles in the Common Area or Limited Common Area.

Vehicles parked in unauthorized areas, or in violation of parking rules, may, at the owner's expense, be towed away. The Board shall be required to follow all laws regarding towing enforcement prior to towing

a vehicle.

All parking spaces shall be used for the purpose of parking operable and licensed vehicles. Parking spaces shall not be used for storage.

7.10 Aerials, Antennas, and Satellite Dishes

Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within the Unit or Limited Common Area. If an antenna or satellite dish is installed in Limited Common Area, it shall be removed as soon as it is no longer used.

7.11 Leases

Leases shall be in writing, have a minimum initial term of 90 days, and subject the tenant to the Governing Documents. Upon Association request, the Owner shall provide the Association with a copy of the lease, the names of the tenants and Residents, and the contact information for the tenants. The Association may also request that the Owner provide an emergency contact in case of damage or problem with the Unit. Each Owner is responsible for their tenants' compliance with the Governing Documents. No subleases or secondary leases are allowed.

7.12 Timeshares

Timeshares and time-sharing of Units is prohibited. Under no circumstances shall any unit be owned or used as a "time period unit" as defined by Utah Code § 57-8-3(26), as amended from time to time.

7.13 Smoking

Smoking in the Limited Common Areas, and Common Areas shall be prohibited. Owners shall inform their tenants and guests about the prohibition on smoking in the Project.

7.14 Open Fires

Fireworks, fire pits, and open fires are prohibited on the Common Areas and Limited Common Areas.

7.15 Firearms and Projectile Weapons

The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited.

8 ENFORCEMENT

8.1 Compliance

Each Owner and Resident shall comply with the Governing Documents. Failure to comply will be grounds for the remedies provided in this Declaration.

8.2 Remedies

The remedies for violations shall be levied against the Owner in all cases and the Residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised concurrently. The Association shall have rights to take the following actions to correct violations of the Governing Documents:

8.2.1 After 15 days' notice, to enter a Unit and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an individual assessment against the Owner. If the Association exercises this right of entry, they will not be guilty of any manner of trespass

or nuisance;

8.2.2 To levy fines pursuant to procedures adopted by the Board. The procedures shall comply with the Condominium Act. Unless otherwise identified in a schedule of fine adopted by the Board, the fine for any violation of the Governing Documents shall be \$100.00 per violation or per month for continuing violations;

8.2.3 After notice and hearing, to terminate access to and use of recreational facilities;

8.2.4 To suspend the voting right of the Owner; and

8.2.5 To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners.

8.3 Action by Owner

An Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

8.4 Hearings

The board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's procedures.

9 ASSESSMENTS

9.1 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, emergency assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Unit, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. If title passes through foreclosure sale, the successor in title shall only be liable for six months unpaid assessments, late fees, interest, and collection costs, including attorney's fees. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Unit to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments that accrued during their ownership, late fees that accrued during their ownership, interest, and collection costs (including attorney's fees).

9.2 Annual Budget

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

9.3 Reserve Account

The Association shall establish a reserve account to fund long-term maintenance and replacement items or for any purpose, other than daily maintenance expense, that the Board, by resolution deems appropriate. The Board shall use reasonable efforts to fund the reserve account in an amount the Board deems

advisable given the circumstances. The Board shall comply with the Condominium Act reserve analysis requirements, as they may exist at any given time, and shall review the reserve analysis each year to determine what amount is advisable to deposit into the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

9.4 Expenditures on Capital Additions

The Association may not make any capital additions to the Project (adding new amenities or improvements with a useful life of more than three years) which may cost more than \$10,000.00 per improvement without first obtaining approval of a majority of a quorum of Owners.

9.5 Regular Assessment

The Board shall fix the amount of the regular assessment for each Unit by dividing the total budget by the Unit's percentage ownership interest in the Common Areas. The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to fix a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect.

9.6 Special Assessment

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas. The Association may levy a special assessment up to 50% of the annual budget without approval from the Owners. If a special assessment exceeds 50% of the annual budget, it must be approved by a majority of a quorum of Owners.

9.7 Supplemental Assessment

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment up to 50% of the original annual budget without approval from the Owners to fund the supplemental budget. If the supplemental assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Owners.

9.8 Individual Assessment

Any expenses attributable to less than all the Units may be assessed exclusively against the affected Units. Individual assessments include, without limitation:

9.8.1 Assessments levied against a unit to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

9.8.2 Fines, late fees, interest, collection costs (including attorney's fees);

9.8.3 Services provided to a Unit due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Units and Common Areas;

9.8.4 Reinvestment or transfer fees due from the purchaser or grantee at the time a Unit is conveyed; and

9.8.5 Any charge described as an individual assessment by the Declaration.

9.9 Apportionment of Assessments

Regular, special, and emergency assessments will be apportioned amount the Units based on their percentage ownership interest in the Common Areas. Individual assessments shall be apportioned exclusively to the Units benefitted or affected.

9.10 Nonpayment of Assessment

Assessments not paid within 30 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a \$25.00 late fee. Late fees may only be charged once for a missed payment.

9.11 Application of Partial Payments

Partial payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

9.12 Suspension of Voting Rights

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

9.13 Termination of Utility Service and Access to Recreational Facilities

If an Owner fails to pay their Assessments, the Association may terminate utility services paid in common and access to recreational facilities. The Board shall establish procedures for terminating utilities and access to recreational facilities, which shall comply with the Condominium Act.

9.14 Collection of Rent from Tenant

If an Owner rents their Unit and fails to pay their Assessment, the Association may demand the tenants to pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board shall establish procedures for collecting rents from tenants, which shall comply with the Condominium Act.

9.15 Lien for Assessment

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Unit against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

9.16 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah

law.

9.17 Appointment of Trustee

The Owners hereby convey and warrant pursuant to Utah Code Ann. Section 57-1-20 and the Condominium Act to a member of the Utah State Bar, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of assessments under the terms of the Declaration.

9.18 Subordination of Lien

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Unit. The sale of a Unit pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay 6 months of assessments, late fees, and penalties.

10 INSURANCE

10.1 Types of Insurance Maintained by the Association

The Association shall obtain the insurance coverage required by Condominium Act Section 43, as it may exist at any given time. All provisions contained in this Article shall be subject to Condominium Act Section 43, as it may exist at any given time. Minimally, the Association shall obtain the following insurance coverage ("Master Policy"):

10.1.1 Public liability for the Common Areas and Limited Common Areas for at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage, bodily injury, or death;

10.1.2 Property, fire, and extended hazard for all Common Areas and Limited Common Areas;

10.1.3 Property, fire, and extended hazard for all buildings and Units, including any improvement, which is a permanent part of the Unit. For example, the Association shall insure cabinets, wall coverings, built-in appliances, interior walls, floor coverings, and attached fixtures. The Association's liability to insure the Units is limited to the replacement value assigned by the insurer, not the actual replacement value.

10.1.4 Directors and officers for at least \$1,000,000.00;

10.1.5 Crime insurance or fidelity bond for at least the value of the reserves and operating accounts of the Association.

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

The Master Policy does not cover loss of rents. The Master Policy does not cover the contents of the Units or the personal property of the Owner or Resident. The Master Policy does not cover the personal liability of an Owner or Resident.

10.2 Insurance Company

The Association shall use an insurance company knowledgeable with condominium insurance, which is licensed in Utah.

10.3 Premium as Common Expense

The premiums for the Association's insurance policies shall be a Common Expense.

10.4 Insurance by Owner

Each Owner shall obtain at a minimum the following types of insurance coverage:

- 10.4.1 An individual owner's policy (commonly known as HO6) to cover the contents and lost rents;
- 10.4.2 Liability insurance;
- 10.4.3 Insurance to cover the Master Policy deductible;

The insurance premium on the Owner's policy shall be paid by the Owner. Owners are strongly encouraged to also obtain coverage "A", loss assessment, and loss of use insurance.

This subsection shall not be construed to limit the authority of an Owner to obtain insurance coverage in addition to any coverage required by this subsection.

Owners must provide the Association with a certificate of insurance within three days of request. If an Owner's insurance policy lapses, they shall renew within 10 days. If an Owner fails to obtain insurance on their Unit, the Association may do so after 10 day notice. Any premiums paid by the Association for an Owner's policy will be an Individual Assessment against the Owner and Unit.

10.5 Payment of Deductible

The deductible on a claim made against the Master Policy shall be paid by the Owner, Owners, or Association in proportion to the damage caused to the Unit or Common Area. For example, if 60% of damage caused by an insurable loss occurs to a Unit and 40% to Common Area, the Owner would be responsible for 60% of the deductible and the Association for 40%.

The Master Policy deductible shall be determined by the Board. If the Board changes the deductible amount, it shall give notice to the Owners. Owners found to be responsible for the deductible, shall be so despite inadequate personal insurance. If the Board finds an Owner to be responsible for the deductible, it shall be an Individual Assessment.

10.6 Right to Adjust Claims

The Association has the right and authority to adjust claims.

11 DAMAGE, DESTRUCTION, CONDEMNATION**11.1 Damage or Destruction**

If part or all of the improvements in the Project are damaged or destroyed, the following procedures apply:

- 11.1.1 If Master Policy insurance proceeds are sufficient to repair or reconstruct the improvements, the improvements shall be repaired or reconstructed as quickly as possible;
- 11.1.2 If Master Policy insurance proceeds are insufficient to repair or reconstruct the improvements and less than 75% of the Project's improvements are destroyed or damaged, repair or

reconstruction shall be carried out. If necessary, the Board may levy an Individual Assessment against the affected Owners.

11.1.3 If the Master Policy insurance proceeds are insufficient to repair or reconstruct the improvements and more than 75% of the Project's improvements are destroyed or damaged, the Association must conduct a vote of the Owners within 100 days. If 75% of the Owners approve the repair or reconstruction of the project, it shall be carried out. If necessary and in compliance with the Declaration, the Board may levy a Special Assessment to fund the repair and reconstruction. If fewer than 75% of the Owners approve the repair or reconstruction, the Board shall record, with the county recorder, a notice setting such facts. Upon recording of the notice the provisions of Condominium Act § 31 shall apply.

Any required repair or reconstruction shall be accomplished at the direction of the Board. Determinations about the extent of damage or destruction shall be made by three qualified appraisers. The Board will select the appraisers. The decision of any two appraisers shall be conclusive.

11.2 Damage caused by Owner

Each Owner is liable for any damage they or their guests cause to the Common Areas or Limited Common Areas. The Association shall repair the damage to substantially the same condition as it existed prior to the damage. The Owner shall reimburse the Association for the cost of repair. The cost of repair shall be collected as an Individual Assessment.

11.3 Condemnation

The Board shall represent all Owners and the Association in any condemnation proceeding for Common Areas or Limited Common Areas. Any proceeds from a condemnation proceeding for Common Areas and Limited Common Areas shall be payable to the Association. The Association will use any condemnation proceeds for the benefit of the Owners and their Mortgagees.

12 MORTGAGEES

12.1 Application

The protections and requirements under this Article shall only apply to Mortgagees obtaining an interest in a Unit after this Declaration is recorded. Mortgagees with an interest in a Unit prior to the recordation of this Declaration shall be entitled to the Mortgagee protections in the Original Declaration.

12.2 Eligible Mortgagees

A Mortgagee that fails to provide written request for notice to the Association shall not be an Eligible Mortgagee. Only Eligible Mortgagees are entitled to notice or any other rights extended to Mortgagees in the Governing documents.

12.3 Notices of Action

Upon written request, an Eligible Mortgagee will be given timely notice of the following:

- 12.3.1 Any proposed amendment to the Governing Documents affecting:
- 12.3.1.1 The boundaries of a Unit or easement rights of an Owner;
 - 12.3.1.2 A Unit's undivided ownership interest in the Common Areas; or
 - 12.3.1.3 The calculation of assessments or votes;
- 12.3.2 Any proposed termination of the Project or Declaration;
- 12.3.3 Any condemnation or casualty loss which materially affects the Project or a Unit on which there is a Mortgage;
- 12.3.4 An Owner subject to a Mortgage who is 60 days past due in payment of assessments;
- 12.3.5 A lapse, cancellation, or material modification of any insurance policy required under this Declaration.

12.4 Restoration or Repair of Project

If the Project is partially damaged by an insurable loss, it shall be restored to the original design of the Project unless 51% of the Eligible Mortgagees approve a change.

12.5 Termination of Declaration after Substantial Destruction

51% of Eligible Mortgagees must approve any Owner vote to terminate the Project after substantial destruction or condemnation.

13 DECLARANT RIGHTS

13.1 Administrative Control of Association

Declarant shall assume full administrative control of the Association through an appointed interim Board.

Administrative control of the Association shall be held at the Declarant's option and sole discretion but shall not be held later than three (3) months from the date the last Unit to be developed upon the Property is sold.

Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners.

13.2 Other Rights

In addition to any other rights under the Governing Documents, as long as Declarant owns or will develop at least one Unit within the Project, Declarant:

13.2.1 Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Units of the Common Area. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

13.2.2 "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Project, including without limitation, the Common Area.

13.2.3 Declarant Exemption. Unless specifically and expressly bound by a provision of the

Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

13.3 Easements Reserved to Declarant

13.3.1 The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Map as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area on the Project.

13.3.2 An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Units therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Unit, or in the area or on the area in which the same is located.

13.3.3 Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

13.3.4 The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

13.3.5 The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Project in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, upon and across each and every Unit in any easement area set forth in this Declaration or as shown on the Map.

13.3.6 The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Map. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Unit or Units in the Project except as set forth in this Declaration, or as laid down and shown on the Map, without the prior written approval of the Board.

13.3.7 Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Unit and grade a portion of such Unit adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Unit, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

13.3.8 Declarant further reserves unto itself, for itself and any builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Project other than those Units conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

13.3.9 The Declarant will take reasonable steps, and will ensure that any builder takes

reasonable steps, to avoid unduly interfering with the beneficial use of the Units by Owners.

14 MISCELLANEOUS

14.1 Amendment of Declaration

Owners representing 67% or more of the undivided ownership interests in the Common Areas must approve any amendment to the Declaration. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines, if failure to comply would disqualify the Project from financing eligibility. 51% of Eligible Mortgagees must approve any amendment affecting the following provisions:

- 14.1.1 Calculation of votes based on undivided ownership interest in the Common Areas;
- 14.1.2 Calculation of assessments based on undivided ownership interest in the Common Areas or priority of liens;
- 14.1.3 Reserves for maintenance, repair, and replacement of Common Areas;
- 14.1.4 Insurance or fidelity bonds;
- 14.1.5 Rights to use the Common Areas;
- 14.1.6 Maintenance responsibilities;
- 14.1.7 Expansion or contraction of the Project;
- 14.1.8 Convertibility of Units to Common Area or vice versa;
- 14.1.9 The undivided ownership interests in the Common Areas and Limited Common Areas;
- 14.1.10 Imposition of a right of first refusal or similar restriction on the right of an Owner to sell or transfer a Unit;
- 14.1.11 If professional management is required by a governmental institution or Mortgagee, the establishment of self-management;
- 14.1.12 Any provision expressly benefitting a Mortgagee.

14.2 Votes without a Meeting

The Association may collect votes without a meeting as outlined in the Bylaws.

14.3 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

14.4 Taxes on Units

Each Unit and its undivided percentage interest in the Common Areas are subject to separate taxation of

each taxing authority. Consequently, no taxes will be assessed against the Project except for Association personal property. Each Owner will pay all taxes which may be assessed against him or his Unit.

14.5 Covenants Run with the Land

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Unit or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Units shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Unit, each Owner or Resident agrees to be bound by the Governing Documents.

14.6 Severability

If any provision of the Declaration is determined to be invalid or unenforceable, it shall not affect the remaining provisions of the Declaration.

14.7 Waiver

No provision of the Declaration shall be waived or abrogated by reason of a failure to enforce it.

14.8 Gender

The use of one gender shall be deemed to refer to all genders. The use of the singular shall be deemed to refer to the plural and vice versa.

14.9 Headings

The headings are for reference only and not to describe, interpret, limit, extend or affect the content of the Declaration.

14.10 Conflicts

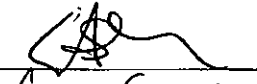
If the Declaration conflicts with the Condominium Act, the Condominium Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

14.11 Effective Date

The Declaration and any amendments take effect upon recording in the Salt Lake County Recorder's Office.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized agent on the 16 day of January, 2014.

Galloway Group, LLC
~~GALLOWAY~~


By: Corey Stewart
Its authorized agent

STATE OF UTAH)

County of Utah) :SS.

On this 16th day of January, ²⁰¹⁵2014, personally appeared before me Cory Shelly who being by me duly sworn, did say that they are the agent of the Declarant authorized to execute this Declaration.

[Signature]
NOTARY PUBLIC

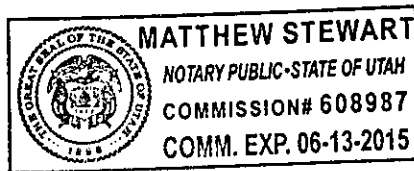


Exhibit A

Legal Description

PHASE ~~16:9~~

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE N. 89°15'58" E. ALONG THE SECTION LINE 275.14 FEET; THENCE NORTH 356.94 FEET TO THE REAL POINT OF BEGINNING,

THENCE WEST A DISTANCE OF 108.59 FEET TO A POINT OF CURVATURE OF A 25.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY A DISTANCE OF 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N. 45°00'00" W. A DISTANCE OF 35.36 FEET; THENCE NORTH A DISTANCE OF 132.97 FEET; THENCE EAST A DISTANCE OF 133.59 FEET; THENCE SOUTH A DISTANCE OF 157.97 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 0.48 ACRES OF LAND.

Exhibit B

Additional Land

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 2 EAST AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE N.00°21'27"W. ALONG THE SECTION LINE 192.90 FEET; THENCE EAST A DISTANCE OF 175.56 FEET TO THE REAL POINT OF BEGINNING,

THENCE N.89°19'45"W. A DISTANCE OF 661.46 FEET; THENCE N.00°02'55"E. A DISTANCE OF 172.76 FEET TO A POINT OF CURVATURE OF A 25.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 22.28 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 51°04'03" AND A CHORD THAT BEARS S.64°27'59"E. A DISTANCE OF 21.55 FEET; THENCE N.90°00'00"E. A DISTANCE OF 334.62 FEET TO A POINT OF CURVATURE OF A 53.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 7.66 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 08°16'40" AND A CHORD THAT BEARS S.85°51'40"E. A DISTANCE OF 7.65 FEET; THENCE S.81°43'20"E. A DISTANCE OF 19.62 FEET TO A POINT OF CURVATURE OF A 25.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 3.61 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 08°16'40" AND A CHORD THAT BEARS S.85°51'40"E. A DISTANCE OF 3.61 FEET; THENCE N.90°00'00"E. A DISTANCE OF 190.72 FEET TO A POINT OF CURVATURE OF A 25.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N.45°00'00"E. A DISTANCE OF 35.36 FEET; THENCE N.00°00'00"E. A DISTANCE OF 132.97 FEET; THENCE N.90°00'00"E. A DISTANCE OF 142.52 FEET; THENCE S.89°59'56"E A DISTANCE OF 417.23 FEET; THENCE N.00°00'00"E. A DISTANCE OF 47.08 FEET; THENCE N.90°00'00"E. A DISTANCE OF 90.32 FEET; THENCE N.00°00'00"E. A DISTANCE OF 19.96 FEET; THENCE N.90°00'00"E A DISTANCE OF 79.48 FEET; THENCE S.00°20'00"W. A DISTANCE OF 397.70 FEET; THENCE N.89°33'42"W A DISTANCE OF 666.52 FEET MORE OR LESS TO THE REAL POINT OF BEGINNING. CONTAINING 347,968 sq.ft. OR 7.99 ACRES OF LAND.

Exhibit C

Undivided Ownership Interest

<u>Building</u>	<u>Unit No.</u>	<u>Undivided Ownership Interest</u>
All Buildings	All Units	1/8 th
Total Undivided Ownership: 100.00%		

Exhibit D

Bylaws of Brookline Condominium Association

1 BYLAW APPLICABILITY/DEFINITIONS

1.1 Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

1.2 Bylaw Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Unit constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

2 ASSOCIATION

2.1 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, administration of Association affairs shall be performed by the Board on behalf of the Owners.

2.2 Annual Meeting

Annual meetings shall be held one a year. The date, time, and place of the annual meeting shall be determined by the Board. The Association shall send notice of annual meetings at least 20 days in advance of the meeting. At the annual meeting the Association shall conduct the following business:

- 2.2.1 Roll call and verification of quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of directors;
- 2.2.6 Unfinished business from preceding annual meeting; and
- 2.2.7 New business.

2.3 Special Meeting

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a

special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

2.4 Place of Meeting

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Salt Lake County.

2.5 Conduct of Meeting

The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

2.6 Quorum

A quorum shall be the Owners present in person or by proxy at a meeting.

2.7 Voting

Each Owner's vote is equal to his percentage ownership interest in the Common Areas. If a Unit is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Unit shall be cast by agreement of a majority of the Owners. If a Unit is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Unit shall be cast by the Owner present. The Association may conclusively presume the consent of all a Unit's Owners when a vote is cast by a Unit with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

2.8 Good Standing

An Owner shall be in good standing if he has paid assessments levied against his Unit, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

2.9 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxies name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the passage of 11 months.

2.10 Mail-in Ballots

Any action requiring a vote of the Owners, except election of directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as it may exist at any given time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, except election of directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707,

as it may exist at any given time. Written consents may be collected electronically.

3 BOARD OF DIRECTORS

3.1 Number of Directors

There shall be three Directors.

3.2 Selection and Term of Directors

Unless appointed by the Board or Declarant under this Article, Directors shall be elected by the Owners. Cumulative voting shall not be permitted. The candidates with the most votes shall be elected.

Except for Directors appointed by Declarant, Directors shall serve staggered terms of three years. The terms shall be staggered so that two directors are elected in years one and two, and one director is elected in year three. Directors shall hold office until their successor is elected. If the Directors' terms become non-staggered (*i.e.*, after removal of the entire Board or change in the number of Directors), the initial term of each member (1, 2, or 3 years) shall be decided by vote of the newly elected Directors at their organization meeting.

3.3 Vacancies

Director vacancies, for any reason other than removal by vote of the Association or those appointed by Declarant, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next annual Owners' meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

3.4 Removal of Directors

Except for Directors appointed by the Declarant, Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

Any Director who allows his assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

3.5 Declarant

Until all Units are sold, Declarant shall have the sole right to appoint and remove the Directors.

3.6 Organization Meeting

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted as soon as possible after the annual meeting.

3.7 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of

regular meetings shall be given to each Director at least five days prior to the meeting.

3.8 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

3.9 Conduct of Meetings

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

3.10 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if directors leave. Directors may attend a meeting telephonically, via video conference, or by any other means allowing a Director to participate in real-time with the other Directors.

3.11 Waiver of Meeting Notice

Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

3.12 Action without Meeting

Any action by the Board may be taken without a meeting if all the Directors give written consent to the action. Written consent may be given in person, by mail, or electronically. The Association shall file the written consents with its record of minutes.

3.13 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Condominium Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Condominium Act, the Board shall have the following authority:

- 3.13.1 Prepare an annual budget and establish what constitutes a Common Expense;
- 3.13.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.13.3 Enter into contracts on behalf of the Association for the benefit of the Project;\
- 3.13.4 Delegate authority to a managing agent to act on behalf of the Association;
- 3.13.5 Provide for the maintenance, repair, and replacement of the Common Areas;
- 3.13.6 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas and administration of Association business. Provide for the

compensation of personnel. Purchase supplies, equipment, and materials for use in the Association.

3.13.7 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;

3.13.8 File lawsuits or initiate other legal proceedings on behalf of the Association.

3.13.9 Defend lawsuits, administrative actions, and other legal proceedings against the Association;

3.13.10 Paying costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;

3.13.11 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Condominium Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;

3.13.12 To grant easements, licenses, or permission over, under, and through the Common Areas;

3.13.13 Upon approval by 67% of the ownership interest in the Common Areas, to convey Common Areas;

3.13.14 Create committees;

3.13.15 Any other act allowed or required by the Governing Documents, the Condominium Act, or the Nonprofit Act;

3.13.16 Any act allowed or required to be done in the name of the Association.

3.14 Manager

The Board may employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.7, 3.12.8, 3.12.9, 3.12.12, 3.12.13, 13.12.14.

3.15 Compensation

Directors shall not be compensated for their work. However, they may seek reimbursement for actual costs and mileage incurred during their service.

3.16 Limitation of Liability

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

4 OFFICERS

4.1 Election and Term of Officers

The officers of the Association shall be elected by the Board. Officers shall be Directors. Officers shall

serve one year terms and shall serve until their successor is elected.

4.2 Removal of Officers

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

4.3 Offices

The Association officers shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers as it may deem necessary. Except for the president, the same person may hold two offices.

4.3.1 President

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

4.3.2 Vice President

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

4.3.3 Secretary

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the owners and their contact information.

4.3.4 Treasurer

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at regular Board meetings and the annual Owners' meeting.

4.4 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

4.5 Compensation

Officers shall not be compensated for their work. However, they may seek reimbursement for actual costs and mileage incurred during their service.

5 NOTICE

5.1 Manner of Notice

All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Owners may be delivered using the following methods:

5.1.1.1 By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Unit or to any other address designated by the Owner in writing to the Association;

5.1.1.2 By hand to the address of the Unit or to any other address designated by the Owner in writing to the Association; or

5.1.1.3 By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association or used by the Owner to send communication to the Association.

5.1.2 Notice to the Association may be delivered using the following methods:

5.1.2.1 By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Associations official electronic contact as designated in writing to the Owners.

5.1.2.3 Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

5.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Condominium Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

6 FINANCES

6.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

6.2 Checks, Agreements, Contracts

All checks, contracts deeds, leases, and other instruments used for expenditures or obligations over \$500.00 shall be executed by two officers or one officer and one person authorized by the Board. All instruments for expenditures of obligations less than \$500.00 may be executed by one officer and any other person authorized by the Board.

6.3 Availability of Records

Association financial records shall be available as provided by the Condominium Act and Nonprofit Act.

7 AMENDMENT TO BYLAWS

7.1 Amendments

These Bylaws may be amended either by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of the Owners.

7.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Utah County Recorder's Office.

8 DISSOLUTION

If the Project is expanded and merged as provided for in the Declaration , the Association shall be dissolved with all assets, if any, being transferred to Brookline Homeowners Association. Upon recordation of the notice of termination and supplemental declaration, the Association shall wind up its business and transfer any remaining assets to the Brookline Homeowners Association. If no Board exists, the management committee or board of the Brookline Homeowners Association shall be authorized to wind up the business affairs of the Association and transfer its assets.

9 MISCELLANEOUS

9.1 Office

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

9.2 Conflicts

The Bylaws are subordinate to any conflicting provisions in the Condominium Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

9.3 Severability

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

9.4 Waiver

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

9.5 Captions

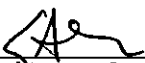
The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

9.6 Gender, etc.

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant executes these Bylaws.

DATED: 1-16-15


By: Cory S. Sigley
Its Authorized Agent