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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MATHESON JEPFSON MORTENSEN & OLSEN
648 E 100 S SLC, UT 84102
REC BY: REBECCA GRAY , DEPUTY

RESOLUTION
OF
VILLAGE 2 OWNERS ASSOCIATION
RELATING TO BY-LAWS

WHEREAS, the undersigned are the currently-authorized officers of Village 2 Owners Association, a Utah non-profit corporation (hereinafter "Village 2"), and are acting herein in their official representative capacity;

WHEREAS, the Declarations of Covenants, Conditions and Restrictions (hereinafter "Declarations") required by Section 57, Title 8, Utah Code Annotated, 1953, as amended, have been duly recorded in the office of the Salt Lake County Recorder as follows:

a) Declaration of Covenants, Conditions and Restrictions of Village 2 Condominium, Phase No. 1
Entry # 2499481 , Book # 3200 , Page # 178-206
Date of Recording: November 15, 1972;

b) Enabling Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development (Part A)
Entry # 2576236 , Book # 3439 , Page # 308-456
Date of Recording: October 16, 1973;

c) Amended Declaration of Covenants, Conditions and Restrictions of Village 2 Condominium, Phase Number 1
Entry # 2576237 , Book # 3440 , Page # 1-156
Date of Recording: October 16, 1973;

d) Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting a Portion of the Real Property Known as Village 2 Planned Unit Development (Part A) Salt Lake County, State of Utah
Entry # 2657731 , Book # 3700 , Page # 249-260
Date of Recording: October 10, 1974;

e) Supplemental Declaration of Covenants, Conditions, and Restrictions of Village 2 Planned Unit Development, Phase III
Entry # 3173162 , Book # 4744 , Page # 1463-1477
Date of Recording: September 25, 1978;

f) Covenant
Entry # 3799336 , Book # 5462 , Page # 2886-2897
Date of Recording: May 31, 1983;

g) Covenant
Entry # 3906747 , Book # 5532 , Page # 1834-1844
Date of Recording: February 17, 1984;

WHEREAS, it has come to the attention of the undersigned that the Bylaws of Village 2 have never been placed of record as required by Section 57-8-15, Utah Code Annotated, 1953, as amended;

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WHEREAS, despite several commissioned searches of the files of the Salt Lake County Recorder and several attempts to identify and contact the individuals listed on the documents attached hereto, no original of the attached Bylaws nor of the Declaration documents required by statute to be on file with the Salt Lake County Recorder's Office were discovered;

WHEREAS, it is the intent of the undersigned to put of record the Bylaws and the amendments thereto and to apply said documents to the entire tract referenced below, including all units and parts thereof existing within Phase I, Phase II, or Phase III of Village 2.

NOW THEREFORE BE IT RESOLVED:

1. That this Resolution and the attached documents shall apply to and affect the entire following described tract of land situated in Salt Lake County, State of Utah, together with all appurtenances thereto:

Commencing on the East line of 2700 West Street and the South line of 4100 South Street, said point being South $0^{\circ}00'47''$ West 33.00 feet and South $89^{\circ}50'08''$ East 50.00 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base & Meridian; and running thence along the South line of 4100 South Street, South $89^{\circ}50'08''$ East 754.61 feet and South $77^{\circ}36'10''$ East 410.60 feet and South $89^{\circ}50'08''$ East 451.58 feet to the West line of I-215 (Belt Rout); thence along said West line South $03^{\circ}12'39''$ West 365.98 feet and South $06^{\circ}00'06''$ West 560.36 feet and South $08^{\circ}25'46''$ West 996.97 feet and Southerly along the arc of a 5849.58 foot radius curve to the left 616.91 feet to the Quarter Section Line; thence South $89^{\circ}52'50''$ West along said Quarter Section Line 1324.36 feet to the East line of 2700 West Street; thence North $0^{\circ}00'47''$ East along said East line 2617.52 feet to the point of beginning. Containing 87.301 acres.

The preceding description includes all lots, parts and units contained within Phase I, Phase II, and Phase III of Village 2 as these Phases are set forth within the Declarations on file with the Salt Lake County Recorder's Office and described more fully on the previous page.

2. The attached are complete and accurate copies of the original Bylaws executed by the Board of Trustees of Village 2 and the amendments duly executed and adopted since execution of the Bylaws.

3. The attached documents are to be filed with the Salt Lake County Recorder's Office, are to relate back to the initial establishment of Village 2 and to the initial filing of the Enabling Declaration, and are to apply with full force and effect to the entire tract of property fully described in #1 above.

CERTIFICATE OF ADOPTION

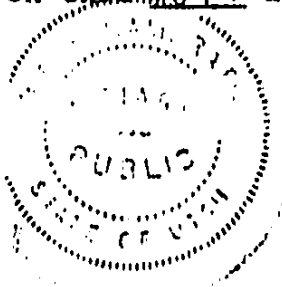
I certify this 6th day of July, 1989, the foregoing Resolution was adopted by the Officers of Village 2 Owners Association in its regular executive meeting on July 6, 1989, at which a quorum was present.

By: Connie J. Wirthlin
President, Village 2 Owners Assoc.

By: Robert B. Fassett
Vice-President, Village 2

By: Carolyn C. Kirkwood
Secretary/Treasurer, Village 2

Personally appeared before me Connie J. Wirthlin, Robert B. Fassett, and Carolyn C. Kirkwood, known to me, who, being by me duly sworn, duly acknowledged to me that each of them executed the foregoing Resolution for the purpose stated therein on this 6th day of July, 1989.



Heidi Kamesal
NOTARY PUBLIC

Residing in: Murray, Utah

Commission Expires: 12/12/90

BY-LAWS OF
VILLAGE 2 OWNERS ASSOCIATION
A NONPROFIT CORPORATION

ARTICLE J

NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is Village 2 Owners Association (hereinafter called the "Association").

1.02 Offices. The Principal office of the Association shall be located at 4155 South 2700 West, Salt Lake County, Utah 84119.

ARTICLE II

DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in the Enabling Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development (Part A) recorded on October 16, 1973 as Entry No. 2576236 at Page 308 in Book 3433 of the Official Records of Salt Lake County, Utah (hereinafter called the "Enabling Declaration"), as said Enabling Declaration may heretofore or hereafter be supplemented and amended by the Supplemental Declaration of Covenants, Conditions and Restrictions of Village II Planned Unit Development Phase 3 (hereinafter called the "Phase 3 Declaration") or by any other supplemental declaration covering any Part or Parcel of the Entire Tract (hereinafter called a "Supplemental Declaration"), and as said Enabling Declaration may heretofore or hereafter be otherwise amended or supplemented, shall have the defined meanings when used in these By-Laws.

ARTICLE III

MEETINGS OF MEMBERS

3.01 Annual Meeting. The annual meeting of the members of the Association shall be held at 7:30 p.m. on the

third Wednesday in June of each year at the principal office of the Association, or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Board of Trustees may by resolution and by notice as hereinafter provided fix the date of the annual meeting at such other date as the Board may deem appropriate. At such meeting, the members shall elect Trustees for one (1) year terms to serve until their successors shall be elected and shall qualify, if the Declarant has not exercised its option to appoint the Trustees pursuant to the Declaration, the Articles of Incorporation and these By-Laws, and shall conduct such other business as may properly come before the meeting.

3.02 Special Meeting. Special meetings of the members may be called by the President, by a majority of the Board of Trustees, or by written request of any number of members whose holdings shall not be less than one-third (1/3) of either class of the members of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the President.

3.03 Notice of Meetings. Notice of all annual and special meetings of the members shall be given in accordance with the statutes of the State of Utah. Whenever all of the members shall meet in person or by proxy, such meetings shall be valid for all purposes without call or notice, or waiver of call and notice. No notice of any meeting of members shall be necessary if waivers of notice are signed by all of the members, whether before or after the time of the meeting.

3.04 Presiding Officer. The President, and in his absence a Vice-President, shall preside at all such meetings.

3.05 Voting Requirements. When a quorum is present in person or represented by proxy at any meeting, the vote of members holding the right to cast a majority of the votes entitled to be cast on said matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes of the State of Utah, of the Articles of Incorporation, of these By-Laws of the Enabling Declaration, of the Phase 3 Declaration or of any other Supplemental Declaration, a different vote is required in which case such express provisions shall govern and control the decisions of such question. All votes may be cast by the members either in person or by proxy. All proxies shall be in writing, and, in the case of proxies for the annual meeting,

they shall be delivered to a credentials committee consisting of the President, a Vice-President and Secretary of the Association at least ten (10) days prior to said annual meeting. Proxies for special meetings must be of record with the credentials committee at least five (5) days prior to the holding of such special meetings. If instructed, the Secretary shall enter a record of such proxies in the minutes of the meeting. No matter shall be deemed to have been approved by the members unless it shall have been presented to and received the affirmative vote of members holding the right to cast a majority of the votes entitled to be cast thereon. In the case of a membership owned as joint tenants, each such joint tenant shall have that number of votes determined by dividing the number of votes attributable to the membership by the number of joint tenants who own the membership.

3.06 Registered Members. At annual meetings of the members, only such persons who appear as members upon the records of the Association on the 30th day before such annual meeting shall be entitled to vote either by person or by proxy. The Board of Trustees may, by resolution, fix a date in advance of the date of special meetings of members upon which a member must appear as a member of record on the Association's records in order to be entitled to vote at such special meetings; provided, however, that said date shall in no event be fixed at fewer than ten (10) nor more than thirty (30) days prior to the date set forth for such meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to vote at a special meeting.

3.07 Quorum. At any meeting of the members, the members present in person or represented by proxy shall constitute a quorum of the members for all purposes except for purposes of matters arising under the Phase 3 Declaration or any other Supplemental Declaration, for which the members entitled to vote on such matter under such Supplemental Declaration shall constitute a quorum.

3.08 Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the manner of voting, form of proxies, credentials and method of ascertaining those present shall be deemed waived if no objection is made at the meeting.

3.09 Appointment of Trustees by Declarant. As the holder of all Class "B" memberships of the Association, the Declarant (as defined in the Enabling Declaration specified in Section 2.01 above) shall have the option to appoint all of the members of the Board of Trustees of the Association until ten (10) years from the date said Enabling Declaration was filed and recorded with the Salt Lake County Recorder. In the event said Declarant fails to exercise this option, the Board of Trustees shall be elected by the members of the Association as provided in the Enabling Declaration and also in the Articles of Incorporation and By-Laws of the Association.

ARTICLE IV

BOARD OF TRUSTEES

4.01 Responsibilities. The business affairs and property of the Association shall be managed by its Board of Trustees (herein designated and referred to as the "Board of Trustees"). Such affairs shall include, without limitation, the duties, responsibilities, functions and powers of the Association arising under the Enabling Declaration and under the Phase 3 Declaration, and shall also include any such duties, responsibilities, functions and powers arising under any other Supplemental Declaration which may hereafter be approved and accepted by resolution of the Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law, the Articles of Incorporation, the Enabling Declaration, the Phase 3 Declaration or any other approved Supplemental Declaration, except such powers as are by law, by the Articles of Incorporation, by the Enabling Declaration, by the Phase 3 Declaration or by any other Supplemental Declaration vested solely in the members. The Board of Trustees may, however, enter into such management agreement or agreements with third persons as it may deem advisable and may thereby delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers as are properly delegable.

4.02 Number and Qualifications. The first Board of Trustees shall consist of five (5) Trustees who have been appointed by Utah Growth Properties, Inc., as Declarant under the Enabling Declaration. Thereafter, the number of Trustees may be increased to not more than seven (7) by amendment of

these By-Laws. Trustees, except those appointed by Declarant, must be members of the Association.

4.03 Vacancies. Any vacancy occurring in the Board of Trustees occasioned by death, resignation, removal or physical or mental incapacity for a period of three (3) consecutive months may be filled by the affirmative vote of a majority of the Trustees, though less than a quorum of the Board. Should any such vacancy in the Board remain unfilled for a period of two (2) months from the date the vacancy occurs the members may, at a special meeting of the members called for that purpose, elect a Trustee to fill such vacancy by a majority of the votes which members present at such meeting, or represented by proxy, are entitled to cast. The provisions of this Section, however, are expressly subject to the option of the holder of the Class "B" membership of the Corporation to appoint all members of the Board of Trustees for a period of ten (10) years from the date the Enabling Declaration was filed and recorded in the office of the Salt Lake County Recorder.

4.04 Regular Meetings. A regular annual meeting of the Board of Trustees shall be held immediately after the adjournment of each annual members meeting at the place at which such members meeting was held. Regular meetings, other than the annual meeting, shall be held at regular intervals at such places and at such times as the Board of Trustees may from time to time by resolution provide.

4.05 Special Meetings. Special meetings of the Board of Trustees shall be held whenever called by the President, the Vice President or by a majority of the Board. By unanimous consent of the trustees, special meetings of the Board may be held without call or notice at any time or place. Notice of all calls and meetings of the Board of Trustees shall be given by service upon each Trustee in person, or by mailing to him at his last known address, at least three (3) days before the date therein designated for such meeting, including the day of mailing, of a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting.

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

4.07 Annual Budgets and Assessments. The annual assessment of all members shall be as determined by the Board

of Trustees of the Association utilizing the procedures set forth in the Enabling Declaration, and the separate annual assessment of the Phase 3 Owners shall be as determined by the Board of Trustees of the Association utilizing the procedures set forth in the Phase 3 Declaration. In the event that the Board of Trustees shall hereafter specifically approve and accept any other Supplemental Declaration, then any separate annual assessment of the members subject to such Supplemental Declaration shall be as determined by the Board of Trustees utilizing the procedures set forth in such Supplemental Declaration.

In addition to the annual assessments described above, the Association may levy a special assessment as provided in the Enabling Declaration or the Phase 3 Declaration for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement upon the Recreational Areas and Facilities or upon the Phase 3 Roadways, including fixtures and personal property related thereto, provided that any such special assessment shall have the assent of the members who are voting in person or by proxy at a meeting duly called for this purpose, in accordance with the applicable provisions of the Enabling Declaration or the Phase 3 Declaration and these By-Laws.

Determination of assessments, due dates of assessments, remedies of the Association in the event of a member's failure to pay assessments, and all other similar matters shall be in accordance with, and subject to the applicable provisions of the Enabling Declaration, the Phase 3 Declaration or any other Supplemental Declaration hereafter specifically approved and accepted by resolution of the Board of Trustees.

ARTICLE V

OFFICERS

5.01 Selection and Tenure of Officers. The Board shall elect or appoint the officers of the Association. Such election or appointment shall regularly take place at the first meeting of the trustees immediately following the annual meeting of the members; provided, however, that election of officers may be held at any other meeting of the Board of Trustees. Each such officer shall hold his office until the next ensuing regular annual meeting of the Board of Trustees and until his successor shall have been chosen and qualified or until his death, or until his resignation or removal in the manner provided in

these By-Laws, whichever first occurs. Any one person may hold any two or more offices, except that the President may not also serve as Secretary. No person holding two or more offices shall execute any instrument in the capacity of more than one office.

5.02 Additional Officers. The Board of Trustees may appoint such other officers, in addition to the officers hereinbelow expressly named, as they shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the Board of Trustees.

5.03 Removal. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the Board of Trustees.

5.04 President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Association all membership certificates, conveyances, mortgages and contracts and shall do and perform all acts and things which the Board of Trustees may require of him. The President shall be invited to attend meetings of each committee.

5.05 Vice-President. In the event of the President's absence or inability to act, the Vice-President shall have the powers of the President. He shall perform such other duties as the Board of Trustees may impose upon him.

5.06 Secretary. The Secretary shall keep the minutes of the Association, its membership books and such books and records as these By-Laws or any resolution of the trustees may require him to keep. He shall be the custodian of the seal of the Association and shall affix the seal to all papers and instruments requiring it. He shall perform such other services as the Board of Trustees may impose upon him and shall receive such compensation as the Board of Trustees may fix or approve. One or more Assistant Secretaries may be elected, who shall, in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

5.07 Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the trustees. He shall perform such other services as the Board of Trustees may require of him.

5.08 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

ARTICLE VI

SEAL

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

ARTICLE VII

INDEMNIFICATION

7.01 Specific Indemnification. The Association shall indemnify any Trustee or officer or any former Trustee or officer of the Association, or any person who may have served at the request of the Association as a trustee, director, or officer of another corporation or entity (whether for profit or not for profit), against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such Trustee, director, or officer, except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty.

7.02 General Indemnification. In addition to the specific indemnification provided for in Section 7.01 hereof, the Association shall indemnify all Trustees and officers and all former Trustees and officers of the Association, and all persons who may have served at the request of the Association as a Trustee, director, or officer of another corporation or entity (whether for profit or not for profit), to the fullest extent permitted by Utah law, as the same may hereafter be amended, modified, or adopted. The Association, its officers and Trustees, shall be fully protected in taking any action or making any payment or in refusing to do so in reliance upon the advice of counsel. The indemnification provided for in

in this Article VII shall not be deemed to be exclusive of any other right to which those indemnified, or seeking indemnification, may be entitled under any By-Law, agreement, vote of the members, vote of disinterested Trustees, or otherwise.

7.03 Insurance. The Association may purchase and maintain, with funds from the Common Expense Fund referred to in the Amended Declaration, insurance on behalf of any person who was or is a Trustee or officer of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation or entity (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under Utah law, as the same may hereafter be amended, modified, or adopted.

ARTICLE VIII

DIVIDENDS

8.01 No Dividends. There shall be no dividends paid or payable by the Association in connection with membership in the Association. It is hereby acknowledged that the Association is organized as a nonprofit corporation under the Utah Nonprofit Corporation Cooperative Association Act solely and strictly as an association of property owners to act as an agent for said owners in the management of recreational areas and facilities and other common areas of the Project. It is not intended that the Association realize any profit on any transaction.

ARTICLE IX

ANNUAL STATEMENT

9.01 Statements. The Board of Trustees shall present at each annual meeting, and when called for by a vote of the members at any special meeting of the members, a full and complete statement of the business and condition of the Association.

ARTICLE X

FISCAL YEAR

10.01 Fiscal Year. The fiscal year of the Association shall be fixed by a resolution of the Board of Trustees.

ARTICLE XI

RULES AND REGULATIONS

11.01 Rules and Regulations. The Board of Trustees shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as the Board of Trustees may deem necessary for the maintenance, operation, management and control of the Recreational Areas and Facilities in the Project, and the Trustees may from time to time, by resolution, alter, amend and repeal such rules. Members, who shall also be the owners of any lot, Townhouse lot, Condominium Unit or other Living Units as defined in the Enabling Declaration in the Village 2 Project, shall at all times obey such rules and see that they are faithfully observed by family members, invitees, guests and tenants of such members, it being understood that such rules shall apply and be binding upon all members of the Association and upon all owners and occupants of the Village 2 Project. In the event of any violation of such rules and regulations, the Board of Trustees may impose any of the restrictions and remedies therefor as provided in the Enabling Declaration, the Phase 3 Declaration or any other Supplemental Declaration.

ARTICLE X

AMENDMENT OF BY-LAWS

10.01 Amendment. These By-Laws may also be amended, altered, changed, added to or repealed by an affirmative vote of a majority of the Board of Trustees at any regular or special meeting of the Board of Trustees if notice of the proposed amendment, alteration, change or repeal be contained in the notice of the meeting.

10.02 Articles of Incorporation Controlling. The Board of Trustees shall not be permitted to amend the By-Laws contrary to the provisions of the Articles of Incorporation.


ARTICLE XI


MANAGER

11.01 Manager. The Board of Trustees may employ a manager for the Recreational Areas and Facilities in the

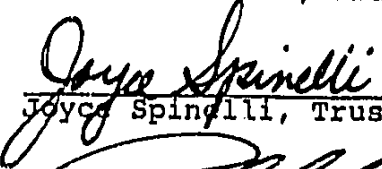
Village 2 Project and for the Phase 3 Roadways in the Phase 3 Parcel, which may be either an individual, partnership or corporation, under a Management Agreement containing such terms and conditions as the Board shall deem to be in the interest of the members. Said Manager shall be responsible for managing such Recreational Areas and Facilities and the Phase 3 Roadways for and on behalf of the Association, in accordance with the Enabling Declaration, the Phase 3 Declaration, the Articles of Incorporation, these By-Laws and said Management Agreement.

IN WITNESS WHEREOF, the undersigned, being all of the Trustees of the Village 2 Owners Association, have executed these By-Laws this 18th day of April, 1978.


Donner Buchet, Trustee


Roger Nesbitt, Trustee


Ronald Anderson, Trustee


Joyce Spinelli, Trustee


Rand L. Cook, Trustee

ADOPTION BY UNANIMOUS WRITTEN CONSENT.

Pursuant to Section 16-6-33, Utah Code Annotated, we the undersigned being all of the Trustees of the Village 2 Owners Association, a Utah non-profit corporation, do hereby repeal all By-Laws of the corporation heretofore adopted or existing, and do hereby adopt the attached and foregoing By-Laws as the official By-Laws of the corporation.

IN WITNESS WHEREOF, all of the Trustees of Village 2 Owners Association have caused this Written Consent to be signed, and the foregoing By-Laws to thereby be adopted, as of

the 18th day of April, 1978.

Donner Buchet
Donner Buchet, Trustee

Roger Nesbitt
Roger Nesbitt, Trustee

Joyce Spinelli
Joyce Spinelli, Trustee

Rand L. Cook
Rand L. Cook, Trustee

Ronald Anderson
Ronald Anderson, Trustee

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the 18th day of April, 1978, personally appeared before me RONALD ANDERSON, JOYCE SPINELLI and RAND L. COOK, trustees, who, being by me duly sworn, acknowledged to me that they executed the above and foregoing By-Laws and Adoption by Unanimous Written Consent.

William Davidson
NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:
April 18, 1980

STATE OF MARYLAND)
:ss.
COUNTY OF BALTIMORE)

On the 24th day of April, 1978, personally

-COPY-
CO. RECORDER

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appeared before me Donner Buchet and Roger Nesbitt, trustees,
wo, being by me duly sworn, acknowledged to me that they executed
the above and foregoing By-Laws and Adoption by Unanimous Written
Consent.

-COPY-
CO. RECORDER

Don E. Hughes
NOTARY PUBLIC
Residing at Frederick Co, Maryland

My Commission Expires:


7/1/78

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CERTIFICATE

I, DONNER BUCHET, President of Village 2 Owners Association, a non-profit corporation existing under the laws of the State of Utah, do hereby certify that the attached By-Laws of Village 2 Owners Association, consisting of 13 consecutive numbered pages, is a true and correct copy of the By-Laws of Village 2 Owners Association, that such By-Laws are currently in full force and effect, and that the same have not been amended or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand
this 16th day of May, 1978.



Donner Buchet, President

RESOLUTION
OF THE
BOARD OF TRUSTEES OF VILLAGE 2 OWNERS ASSOCIATION
RELATING TO ANNUAL ASSESSMENTS

WHEREAS, pursuant to the Enabling Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, as amended, the Board of Trustees is empowered to prepare and adopt an annual budget and annually assess each member of the Association for such member's share of the total assessment of the Association; and

WHEREAS, during the past few years substantial delinquencies in the payment of assessments by some members have become an inequitable burden on other members in the provision of funds necessary to the operation of the Association.

NOW THEREFORE BE IT RESOLVED:

1. The entire Annual Assessment shall become due on the first day of the month following its adoption by the Board of Trustees and publication to members.
2. The portion of the assessment attributable to each member shall be payable in equal, advance, monthly installments so long as such member shall be not more than sixty days in arrears in the payment of any installment of the then current, or any past, annual assessment, or any portion thereof.
3. In the event any member shall be in arrears more than sixty days in the payment of any installment of the then current, or any past, annual assessment, or any portion thereof, any unpaid balance of the then current annual assessment, together with any unpaid balances from past installments of annual assessments, shall become immediately due and payable.

4. If, within thirty days, all sums payable pursuant to paragraph 3, above, are not paid in full, the Board of Trustees directs the Project Manager to initiate legal action for collection of the unpaid balances and interest thereon, together with fees of counsel and costs of suit, and to take such other lawful action as may be necessary or desirable to effect collection and perfect the Association's lien to secure its claim to such sums.

5. The Board of Trustees directs the Project Manager to publish this resolution to the Members of the Association by including it with their monthly assessment statements.

6. This resolution shall become effective upon adoption by the Board of Trustees.

CERTIFICATE OF ADOPTION

I certify this 20th day of May, 1982, the foregoing resolution was adopted by its Board of Trustees in its regular meeting May 20, 1982, at which a quorum was present.

By: Ronald L. Anderson
Ronald L. Anderson
President
Board of Trustees

RESOLUTION
OF
CONDOMINIUM MANAGEMENT COMMITTEE

WHEREAS, pursuant to the Declaration of Covenants, Conditions, and Restrictions of Village 2 Condominium Phase Number 1, the Management Committee has the power to adopt and establish by resolution such building management and operational rules as it may deem necessary, desirable, and convenient for the maintenance, operation, management, and control of the Condominium;

WHEREAS, during the past few years substantial delinquencies in the payment of assessments by some unit owners have approached fifteen to twenty percent of the Condominium budget and have resulted in other unit owners having to assume an inequitable burden in the provision of funds necessary to the operation of the Condominium; and

WHEREAS, the Management Committee has the power to determine the Annual Assessment of each unit and the manner in which it shall become due for payment.

NOW THEREFORE, BE IT RESOLVED:

1. The entire Annual Assessment shall become due on the first day of the month following its adoption by the Management Committee and publication to unit owners.
2. The portion of the assessment attributable to each unit owner shall be payable in equal, advance, monthly installments, so long as such unit owner shall be not more than sixty days in arrears in the payment of any installment of the then current, or any past annual assessment, or any portion thereof.

3. In the event any unit owner shall be in arrears more than sixty days in the payment of any installment of the then current, or any past, annual assessment, or any portion thereof, any unpaid balance of the then current annual assessment, together with any unpaid balances from past installments of annual assessments, shall become immediately due and payable.

4. If, within thirty days, all sums payable pursuant to paragraph 3, above, are not paid in full, the Management Committee directs the Project Manager to initiate legal action for collection of the unpaid assessment balance or balances and interest thereon, together with fees of counsel and costs of suit, and to take such other lawful action as may be necessary or desirable to effect collection and to perfect the Condominium's lien to secure its claim to such sums.

5. Without limitation as to other action, with respect to any unit owner in arrears more than thirty days as provided in paragraph 4, above, if such unit owner shall be letting or subletting his or her unit, the Project Manager is directed to exercise the Condominium's right under the Declaration and Covenants to demand and receive of the tenant such amounts of the unit rental due or becoming due as necessary to pay the assessment balances owing to the Condominium by the Unit Owner.

6. The Management Committee directs the Project Manager to publish this resolution to the Unit Owners by including it with their monthly assessment statements.

7. This resolution shall become effective upon adoption by the Management Committee.

CERTIFICATE OF ADOPTION

I certify the foregoing resolution was adopted by the Condominium Management in its regular meeting May 20, 1982, at which a quorum of the Committee was present.

By *Virginia Allen*

Title *Chairman Condominium*

Management

Date *May 20, 1982*

RESOLUTION
OF
THE HOMEOWNERS ASSOCIATION BOARD OF TRUSTEES
RELATING TO MEMBERSHIP ON THE BOARD

WHEREAS, pursuant to the Declaration of Covenants, Conditions, and Restrictions of Village 2 Homeowners Association, the Board of Trustees has the power to adopt and establish by resolution such management and operational rules as it may deem necessary, desirable and convenient for the maintenance, operation, management and control of the common areas that fall under the control of the Board of Trustees for the Village 2 Homeowners Association.

WHEREAS, it has been determined that by definition in the Declaration of Covenants, Conditions, and Restrictions of Village 2, Homeowners Association, a "Member in Good Standing" is one who is current within 30 days on his/her assessment payments and has no outstanding problems with the Village 2 Rules and Regulations.

WHEREAS, in order to maintain impartiality and integrity on the Village 2 Homeowners Association Board of Trustees in the performance of its duties in the operation and management of all policies, including collection of delinquent accounts, that no person who is not a "Member in Good Standing" be permitted to serve as a member on the Board of Trustees.

NOW THEREFORE BE IT RESOLVED:

That no person who is not a "Member in Good Standing" as per the Declaration of Covenants, Conditions, and Restrictions of Village 2 Homeowners Association, may serve on the Homeowners Board of Trustees.

This resolution shall be published to the Members of the Homeowners Association by notification in the August newsletter.

This resolution shall become effective upon adoption by the Village 2 Homeowners Association Board of Trustees.

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RESOLUTION
OF
THE CONDOMINIUM MANAGEMENT COMMITTEE
RELATING TO MEMBERSHIP ON THE COMMITTEE

WHEREAS, pursuant to the Declaration of Covenants, Conditions, and Restrictions of Village II Condominium Phase Number 1, the Management Committee has the power to adopt and establish by resolution such building management and operational rules as it may deem necessary, desirable and convenient for the maintenance, operation, management and control of the Condominium.

WHEREAS, it has been determined that by definition in the Declaration of Covenants, Conditions, and Restrictions of Village II Condominium Phase Number 1, a "Member in Good Standing" is one who is current within 30 days on his/her assessment payments and has no outstanding problems with the Village II Rules and Regulations.

WHEREAS, a non-owner or non-resident may serve as a member on the Condominium Management Committee as long as he/she is in "Good Standing" according to the Rules and Regulations of Village II and he/she is also approved by the existing Condominium Management Committee members.

WHEREAS, in order to maintain impartiality and integrity on the Condominium Management Committee in the performance of its duties in the operation and management of all policies, including collection of delinquent accounts, that no person who is not a "Member in Good Standing" be permitted to serve as a member of the Condominium Management Committee.

NOW THEREFORE BE IT RESOLVED:

That no person who is not a "Member in Good Standing" as per the Declaration of covenants, Conditions, and Restrictions of Village II Condominium Phase Number 1, may serve on the Condominium Management Committee.

This resolution shall be published to the Members of the Condominium Association by notification in the August newsletter.

This resolution shall become effective upon adoption by the Condominium Management Committee.

CERTIFICATE OF ADOPTION

I CERTIFY THIS 3RD DAY OF AUGUST 1987, THE FOREGOING RESOLUTION WAS ADOPTED BY THE CONDOMINIUM MANAGEMENT COMMITTEE IN ITS REGULAR MEETING 3RD DAY OF AUGUST 1987, AT WHICH A QUORUM WAS PRESENT.

BY: 
ROBERT REIS
CHAIRMAN, CONDOMINIUM MANAGEMENT COMMITTEE

BOOK 6142 PAGE 0218

CERTIFICATION OF ADOPTION

I CERTIFY THIS 30th DAY OF June, 1987, THE FOREGOING
RESOLUTION WAS ADOPTED BY THE VILLAGE 2 HOMEOWNERS ASSOCIATION
BOARD OF TRUSTEES IN ITS REGULAR MEETING, 30th DAY OF June,
1987, AT WHICH A QUORUM WAS PRESENT.

BY: Connie J. Wirthlin

Connie J. Wirthlin
President
Homeowners Association Board of Trustees

RESOLUTION
OF
THE CONDOMINIUM MANAGEMENT COMMITTEE
RELATING TO UNIT KEY POLICY

WHEREAS, pursuant to the Declaration of Covenants, Conditions, and Restrictions of Village II Condominium Phase Number 1, the Management Committee has the power to adopt and establish by Resolution such building management and operational rules as it may deem necessary, desirable and convenient for the maintenance, operation, management and control of the Condominium Phase of Village 2, Planned Unit Development.

WHEREAS, according to the Amended Declaration of Covenants, Conditions and Restrictions of Village 2 Condominium Phase Number 1, item C. 20.k. entitled "Right of Entry" reads as follows: "The Committee and its duly authorized agents shall have the right to enter any and all of the said units in case of an emergency originating in or threatening such unit or any other part of the Project, whether the owner or occupant thereof is present at the time or not. The Committee and its duly authorized agents also have the right to enter into any and all of said apartments at all reasonable times as required to make necessary or desirable 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, that the units owners affected by such entry shall first be notified thereof, if available and if time permits. Each unit owner shall provide the Committee or its duly authorized agent with a key or combination of the locks on the entry doors to his unit." (page 19 Phase 1); and

WHEREAS, as a consequence of the Management Committee's inability to gain access to units, significant damage has resulted both to individual property and to the common areas of the Condominium Project; and

WHEREAS, it is necessary and important that the Management Committee have immediate access at all times for emergency and other necessary purposes; and

WHEREAS, the Management Committee has been unsuccessful in soliciting the cooperation of unit owners in complying with the "Right of Entry" section by providing the Management Committee or its duly authorized agent with a key or combination to the locks on the entry doors of respective units;

NOW THEREFORE BE IT RESOLVED:

The Management Committee by and through its authorized agent is hereby authorized and directed to conduct a monthly check of units to ensure that the keys provided to the Management Committee are working keys.

Any and all lock changes by unit owners, lienholders, or others, must be coordinated through the office of the Management Committee and a new key provided to the Management Committee.

In the event it is determined that the Management Committee has not been provided with a key to a unit, a locksmith will be called to the unit, new keys made for the Management Committee and the charge for the same will be added directly to the condominium assessment account for that particular unit.

A service charge of FIFTY DOLLARS (\$50.00) shall be assessed to the unit owner's condominium assessment account for failure to abide by the established policy as set forth in the Declaration and any subsequent resolutions relating to this lock policy.

This resolution shall be provided to the members by publication in the newsletter of February 20, 1989.

This resolution shall become effective 30 days following adoption by the Condominium Management Committee and publication in the newsletter.

CERTIFICATE OF ADOPTION

The undersigned hereby certifies that on the 16 day of February, 1989, the foregoing Resolution was adopted by the Condominium Management Committee in its regular meeting held the 16 day of February, 1989, upon a majority vote and a quorum being present.

Debbie S. Wade
Debbie Wade, Chairman
Condominium Management Committee

STM/ddi