

**DECLARATION OF CONDOMINIUM**  
**FOR**  
**SUNDIAL LODGE**  
**AT**  
**THE CANYONS**

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EXHIBIT A - SCHEDULE OF UNITS, PAR VALUE POINTS,  
VOTES AND UNDIVIDED INTERESTS IN COMMON AREAS

EXHIBIT B - CONDOMINIUM ASSOCIATION BYLAWS

EXHIBIT C - REDUCED COPY OF MAP

**00555290 Bk01300 Pg00127**

**DECLARATION OF CONDOMINIUM  
FOR  
SUNDIAL LODGE  
AT  
THE CANYONS**

**00555290 8k01300 Pg00128**

**DECLARATION OF CONDOMINIUM  
FOR  
SUNDIAL LODGE AT THE CANYONS**

THIS DECLARATION OF CONDOMINIUM for SUNDIAL LODGE AT THE CANYONS ("Declaration") is made and executed by The Canyons Resort Properties, Inc., a Maine corporation (hereinafter referred to as "Declarant"), pursuant to the provisions of Title 57, Chapter 8, Utah Code Annotated, as amended.

1. RECITALS.

1.1 Declarant holds both legal and equitable title to the real property located in the County of Summit, State of Utah, hereinafter more particularly described, upon which Declarant desires to develop a mixed-use condominium project.

1.2 The covenants, conditions and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

1.3 Recorded simultaneously herewith is a record of survey map of the Project (as hereinafter defined) as required by the Act (as hereinafter defined).

1.4 All capitalized terms used in this Declaration shall have the definitions as set forth herein.

1.5 The Project shall be known as Sundial Lodge at The Canyons.

2. DEFINITIONS.

2.1 Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Section 2.

2.2 "Act" shall mean the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code).

2.3 "Additional Land" shall mean the land that may be added to the Project in accordance with the provisions of Section 9, and as shown on the Map.

2.4 "Amendment" shall mean any amendment to this Declaration made in accordance with this Declaration and the Act.

2.5 "Buildings" shall mean the buildings constructed as part of the Project, as described in Section 3.2.

2.6 "Commercial Owner" shall mean any person or entity or combination thereof, including Declarant, at any time owning a Commercial Unit. The term "Commercial Owner" shall not include any Mortgagee (unless such Mortgagee has acquired title for other than security purposes).

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2.7 "Commercial Unit" shall mean a Unit within the Project which has been designated in Exhibit A hereto and/or on the Map as a Commercial Unit.

2.8 "Common Areas and Facilities" shall mean all portions of the Project other than the Units, as described in Section 6.1 hereof, including the Limited Common Areas and Facilities. The undivided interest in the Common Areas and Facilities appurtenant to each Unit is based upon the par value of such Unit as described in Section 6.2 hereof and is set forth in Exhibit A hereto.

2.9 "Common Assessments" shall mean those Assessments described in Section 24 to fund the Common Expenses, and include Regular Common Assessments, Special Common Assessments and any other assessments levied by the Condominium Association including but not limited to the expenses of the Condominium Association arising under the Village Management Agreement.

2.10 "Common Expenses" shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities and all other expenses denominated as Common Expenses by this Declaration or by the Act.

2.11 "Common Expense Fund" shall mean one or more deposit or investment accounts of the Condominium Association into which are deposited the Common Assessments.

2.12 "Condominium Articles" shall mean the Articles of Incorporation of Sundial Lodge Condominium Owners Association, Inc.

2.13 "Condominium Association" shall mean Sundial Lodge Condominium Owners Association, Inc., a Utah non-profit corporation, organized for the purposes set forth in this Declaration.

2.14 "Condominium Bylaws" shall mean the Bylaws of the Condominium Association, a copy of which is attached hereto as Exhibit B, as amended from time to time.

2.15 "Condominium Management Committee" shall mean the Board of Trustees of the Condominium Association, appointed or elected in accordance with this Declaration and the Condominium Bylaws.

2.16 "Convertible Space" shall mean those portions of the Project that may be converted into Units, Common and Limited Common Areas and Facilities, as provided in Section 8 hereof, and as designated on the Map. Pursuant to the Act, all convertible space will be treated as a single Commercial Unit unless it is converted pursuant to Section 8.

2.17 "Cost of Living Index" shall mean the Consumer Price Index, all Urban Consumers -- U.S. City Average -- All Items (1982-84 = 100) Declarant may select any other comparable index which measures changes in the cost of living.

2.18 "Declarant" shall mean The Canyons Resort Properties, Inc., a Maine corporation, or any successor in interest as defined by the Act.

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2.19 "Declaration" shall mean this Declaration of Condominium, and all amendments, modifications and supplements hereto.

2.20 "Developmental Rights" shall mean the right under the Act to (1) convert a portion of the Project into one or more Units, Common Areas and Facilities, or Limited Common Areas and Facilities pursuant to Section 8 hereof, (2) add real estate to the Project pursuant to Section 9 hereof, and (3) exercise any of the rights set forth in Section 14 hereof.

2.21 "Furnishings" shall mean all furniture, furnishings, utensils, equipment, facilities and personal property within Residential Units.

2.22 "Limited Common Areas and Facilities" shall mean a portion of the Common Areas and Facilities allocated by this Declaration or the Act, and as may be shown on the Map, for the exclusive use of one or more, but fewer than all, of the Units.

2.23 "Manager" shall mean the person, firm or company designated by the Condominium Association to manage, in whole or in part, the affairs of the Condominium Association and the Project.

2.24 "Map" shall mean the Record of Survey Map of Sundial Lodge at the Canyons, recorded in the office of the County Recorder for Summit County, State of Utah, a reduced copy of which is attached hereto as Exhibit C, as it may be amended from time to time pursuant to this Declaration and the Act. It is contemplated that the initial Map may be amended at such time as the Buildings are constructed in the event there are material changes in the Buildings' boundaries or elevations as constructed. Such an amendment to the Map is expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners.

2.25 "Master Association" shall mean The Canyons Resort Village Association, Inc., a Utah non-profit corporation, or its designee, successor, or assign, under the Village Management Agreement.

2.26 "Mortgage" shall mean any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Unit or any part thereof or interest therein is encumbered. A "First Mortgage" is a Mortgage having priority as to all other Mortgages encumbering a Unit or any part thereof or interest therein.

2.27 "Mortgagee" shall mean any person or entity named as the mortgagee, beneficiary or holder of the seller's interest under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A "First Mortgagee" shall mean any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in this Declaration shall also protect the Declarant as the holder of a First Mortgage of a Unit or any interest therein.

2.28 "Owner" shall mean any person or entity, including Declarant, at any time owning a Unit or an interest in a Unit within the Project (including, to the extent permitted by law, those purchasing an interest pursuant to a contract for deed who have given written notice of their purchase and a copy of their contract to the Condominium Association) and shall include

Commercial Owners and Residential Owners. The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

2.29 "Par Value" shall mean the number of points assigned to each Unit as described herein and in the Act. In accordance with the provisions of the Act, the statement of par value should not be considered to reflect or control the sales price or fair market value of any Unit.

2.30 "Project" shall mean the Property, the Units, the Common Areas and Facilities and all improvements submitted by this Declaration to the provisions of the Act.

2.31 "Property" shall mean that certain real property situated in the County of Summit, State of Utah, more particularly described in Section 3 hereinafter, on which the Units and other improvements are located.

2.32 "Regular Common Assessments" shall mean the annual assessments levied by the Condominium Association to pay the budgeted Common Expenses.

2.33 "Residential Owner" shall mean any person or entity, including Declarant, at any time owning a Residential Unit. The term "Residential Owner" shall not include any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

2.34 "Residential Unit" shall mean a Unit in the Project which has been designated in Exhibit A hereto and/or on the Map as a Residential Unit.

2.35 "Special Common Assessments" shall mean assessments that the Condominium Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses or other purposes as provided herein.

2.36 "Supplemental Map" shall mean any amendment to the Map made in accordance with this Declaration and the Act.

2.37 "Total Votes of the Condominium Association" shall mean the total number of votes appertaining to all Units, as described in Section 12 hereof.

2.38 "Unit" shall mean a physical portion of the Project designed for separate ownership and occupancy as described in Section 5 hereof.

2.39 "Unit Number" shall mean the number, letter or combination of numbers and letters that identifies only one Unit in the Project. The Unit Number for Commercial and Residential Units shall consist of four alphabetic or numeric characters representing (in order): the building in which the Unit is located, the floor number and the room number of the Unit.

2.40 "Village Management Agreement" means The Canyons Resort Village Management Agreement dated \_\_\_\_\_, 1999, between ASC Utah, Inc., American Skiing Resort Properties, Inc., Wolf Mountain Resorts, L.C., The Canyons Resort Village Association, Inc., and certain other parties, and recorded on \_\_\_\_\_, 1999, as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, beginning at Page \_\_\_\_\_, with the Summit County, Utah Recorder.



3. DESCRIPTION OF THE PROPERTY AND THE IMPROVEMENTS

3.1 The Property on which the Units and improvements are located is situated in Summit County, Utah and more particularly described as follows:

Beginning at the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian; thence North 367.46 feet; thence East 790.60 feet to the true point of beginning; (basis of bearing being North 89°59'43" West between the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian and the said South Quarter Corner of Section 36); thence generally following a course that is 1 foot perpendicularly equidistant from the said furthest most exterior portions of the Sundial Lodge, including the underground parking structure, the following calls:

North 29°28'29" West 107.25 feet; thence South 60°30'24" West 59.55 feet; thence North 29°29'36" West 25.02 feet; thence South 60°31'31" West 32.10 feet; thence South 25°01'31" West 55.56 feet; thence North 64°58'29" West 59.33 feet; thence South 25°01'31" West 27.18 feet; thence North 64°58'29" West 11.00 feet; thence North 25°01'31" East 24.31 feet; thence North 64°58'29" West 31.96 feet to the point of curvature of a 48.62 foot radius tangent curve to the right; thence Northwesterly along the arc of said curve 51.18 feet through a central angle of 60°19'10" to the curves end; thence North 86°59'44" West 1.54 feet; thence North 02°44'03" East 8.73 feet; thence North 64°59'36" West 49.85 feet; thence North 29°29'36" West 112.45 feet; thence North 06°00'24" East 160.59 feet; thence South 83°58'29" East 20.68 feet; thence North 33°14'56" East 8.54 feet; thence North 56°43'29" West 3.48 feet; thence North 33°16'31" East 18.00 feet; thence South 56°43'29" East 18.00 feet; thence South 33°16'31" West 6.33 feet; thence South 56°43'29" East 32.67 feet; thence North 33°16'31" East 6.33 feet; thence South 56°43'29" East 18.00 feet; thence South 33°16'31" West 6.66 feet; thence South 55°34'59" East 14.76 feet; thence South 12°43'29" West 16.50 feet; thence South 83°58'28" East 1.38 feet; thence South 06°01'30" West 45.44 feet; thence South 05°28'29" East 39.96 feet; thence South 29°28'29" East 43.44 feet; thence South 53°28'29" East 39.96 feet; thence South 64°58'29" East 54.93 feet; thence South 78°46'47" East 7.29 feet; thence North 85°38'18" East 37.12 feet; thence North 60°31'31" East 13.49 feet; North 29°28'29" West 4.34 feet; thence North 60°30'24" East 58.50 feet; thence North 29°28'29" West 2.55 feet; thence North 60°31'31" East 12.00 feet; thence South 29°28'29" East 2.55 feet; thence North 60°30'24" East 31.92 feet; thence South 74°29'36" East 6.19 feet; thence North 60°31'31" East 10.70 feet; thence North 29°28'29" West 3.25 feet; thence North 60°31'31" East 12.00 feet; thence South 29°28'29" East 3.25 feet; thence North 60°31'31" East 13.58 feet; thence South 29°28'29" East 36.24 feet; thence South 74°32'36" East 6.30 feet; thence South 29°29'36" East 172.47 feet; thence South 60°31'31" West 17.85 feet; thence South 29°28'29" East 3.50 feet; thence South 60°31'31" West 10.83 feet; thence South 29°28'29" East 9.50 feet; thence South 60°31'31" West 13.50 feet; thence South 29°28'29" East 18.00 feet; thence South 60°31'31" West 11.92 feet; thence North 29°28'29" West 18.00 feet; thence South 60°31'31" West 33.89 feet; thence North 29°28'29"

West 9.75 feet; thence South 60°31'31" West 43.03 feet to the point of beginning.  
Contains 1.902 Acres more or less.

3.2 The initial improvements will consist of two connected buildings (the "Buildings") designated as Pavilion B and Pavilion C. Pavilion B has 5 floors containing 85 Residential Units and 1 Commercial Unit and Pavilion C has 5 floors containing 65 Residential Units and 1 Commercial Unit. Both Buildings contain certain Convertible Space, as defined in Section 8.1.1 hereof. The Buildings are principally constructed of: concrete footings and foundation; steel and concrete frame; stone, wood, and stucco exteriors; sheetrock interiors and asphalt shingle roofs; and such other materials as allowed by current building codes. The Buildings will be supplied with telephone, television, electricity, water, and sewer service. The Project also includes the Common Areas and Facilities described herein.

#### 4. SUBMISSION TO ACT

Declarant hereby submits the Property, the Buildings and all other improvements thereon to the provisions of the Act. All of said Project is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used and improved as a condominium project. All of the Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of the Project and division thereof into Commercial Units and Residential Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors. The Declarant and the Condominium Association are each hereby granted a limited license to use the name "Sundial Lodge at the Canyons" in connection with the administration, sale and operation of their respective interests in the Project.

#### 5. DESCRIPTION OF UNITS

The boundary lines of each Unit are as set forth on the Map and consist of the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, and the interior surfaces of windows and doors. The interior surfaces of the doors and windows mean the points at which such surfaces are located when such window or door is closed. Each Unit shall include both the portions of a building that are not Common Areas and Facilities within such boundary lines and the space so encompassed, excepting Common Areas and Facilities. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings; non-supporting interior walls; and all utility outlets, fixtures or appliances found within the boundary lines of the Unit and servicing only that Unit. Notwithstanding the fact that they may be within the boundaries of the Unit, the following are not part of any Unit: bearing walls; floors, ceilings and roofs (except the interior finished surfaces thereof); foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. The Map and/or Exhibit A hereto contain the Unit Number of each Unit in the Project.

## 6. DESCRIPTION AND OWNERSHIP OF COMMON AREAS AND FACILITIES

6.1 The Common Areas and Facilities shall mean and include the Property on which all Units are located and all portions of the Project not included as part of any Unit, including, but not by way of limitation, the foundation, columns, girders, beams, supports, exterior and bearing walls, roofs, halls, corridors, elevators, stairwells, lobbies, fire escapes and entrances and exits of the buildings; the grounds and recreational facilities, if any, in the Project, designated as part of the Common Areas and Facilities on the Map; installations of all central services, including power, light, gas, hot and cold water, heating, ventilating and garbage collection; tanks, pumps, motors, fans, ducts and, in general, all apparatuses and installations existing for common use; all utility pipes, lines or systems servicing the Units; all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith; all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities on the Map or any Supplemental Map; and all repairs and replacements of any of the foregoing. In the event of a conflict between this Declaration and the Map, the provisions of this Declaration shall control.

6.2 The undivided interest in the Common Areas and Facilities appurtenant to each Unit in the Project is based upon the Par Value of such Unit, which is determined by the number of points allocated to each Unit. Points are allocated to each Unit based on a combination of factors including the square footage in the Unit, the number of rooms in the Unit (excluding bathrooms and closets), the maximum occupancy of the Unit and other amenities such as the number of entrances and the size of the decks appurtenant to the Unit. Exhibit A to this Declaration shows the number of points (the Par Value) allocated to each Unit. For the purposes of this Section, the area of each Unit is measured from the exterior finished surface of each perimeter wall of the Unit and from the center line of each party wall of the Unit. The percentage of undivided interest in the Common Areas and Facilities appurtenant to each Unit shall be determined by dividing the number of points allocated to that Unit by the total number of points allocated to all Units in the Project. In accordance with the provisions of the Act, the statement of Par Value shall not be considered to reflect or control the sales price or fair market value of any Unit. Except as otherwise provided in this Declaration, the undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered; provided, however, Declarant reserves the right to determine points with respect to Units created pursuant to Sections 8 and 9 hereof, and to adjust the undivided interest of each Unit in the Common Areas and Facilities following any addition of Units to the Project, in accordance with the formulas set forth in Sections 8 and 9. The sum of the undivided interests in the Common Areas and Facilities allocated to all Units shall at all times equal one hundred percent. Declarant is authorized to round the undivided interest of one or more Units in order to cause the total to equal one hundred percent. Unless specifically designated otherwise on the Map, all of the hallways and stairwells on levels 1 through 5 of both Buildings, shown on Exhibit C, shall be Common Areas and Facilities, provided that the Condominium Association may make and enforce rules and regulations that restrict Residential Owners from accessing and using certain Common Areas and Facilities primarily designed for the use of the Commercial Owners and restrict Commercial Owners from accessing and using certain Common Areas and Facilities primarily designed for the use of the Residential Owners. The Condominium Association shall have the right and obligation to design, maintain, replace and otherwise control all landscaping

on the Common Areas and Facilities. The Owners may not repair, replace, maintain or otherwise alter in any manner the landscaping in the Common Areas and Facilities.

## 7. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES

Limited Common Areas and Facilities shall mean a portion of the Common Areas and Facilities reserved for the use of certain Owners to the exclusion of other Owners, including but not limited to any porches, balconies, patios, certain hallways and corridors, ski storage units, and garage storage units as indicated by this Declaration or the Act to be for the exclusive use of one or more but fewer than all of the Units. The ski storage lockers and garage storage lockers, located in the garage storage room identified on the Map, bearing the Unit Number of the Residential Units are reserved for the exclusive use of their Owners. Mechanical systems serving only the Commercial Units or only the Residential Units shall be Limited Common Areas and Facilities with respect to the Units they serve. Similarly, hallways and other common walkways serving only the Commercial Units or only the Residential Units shall be limited Common Areas and Facilities with respect to the Units they serve. The Limited Common Areas and Facilities shall be those areas designated as such on the Map, in this Declaration or as provided for by the Act. The use and occupancy of designated Limited Common Areas and Facilities shall be reserved to the Units as shown on the Map or as specified in this Declaration. Owners may not reallocate Limited Common Areas and Facilities between or among Units in which they have an interest.

## 8. OPTION TO CONVERT SPACE

8.1 Declarant hereby reserves the option, pursuant to Section 57-8-13.4 of the Act, to create additional Units (Residential or Commercial), Common Areas and Facilities, or Limited Common Areas and Facilities within and without certain portions of the Buildings (collectively, the "Option to Convert Space") upon the terms and provisions set forth in this Section and the Act. Declarant shall have the right to exercise the rights under this Section 8 with respect to the portion of the Property to which it holds fee simple title or an option to purchase. The terms and conditions of the Option to Convert Space shall be as follows:

8.1.1 The real property subject to this Option to Convert Space consists of the property identified in Section 8.1.3 hereof ("Convertible Space"). The Declarant shall initially own all Units created pursuant to the exercise of the Option to Convert Space. All Units converted to Common Areas and Facilities must be owned by the Declarant at the time of conversion.

8.1.2 Declarant may convert from time to time and at different times, all or any portion or portions of the Convertible Space into one or more Units (Residential or Commercial), Common Areas and Facilities and/or Limited Common Areas and Facilities, so long as such conversion is made pursuant to the provisions of this Section 8. No assurance is made with regard to which portions of the Convertible Space, if any, will be so converted, or the order in which such portions will be converted. In the event the Option to Convert Space is exercised with respect to a portion of the Convertible Space, such option may subsequently be exercised by Declarant with respect to any other portion of the Convertible Space.

8.1.3 The Convertible Space includes all those portions of the Project that have been designated on the Map as Convertible Space, and consists of all or a portion of the ground floor of the Buildings and closets and other enclosed spaces, excluding the Residential Units, of the other floors of the Buildings. Any such space converted to Units shall be subject to the provisions of Sections 10 and 11, as applicable. The Convertible Space outside of the Buildings may only be converted to Limited Common Areas and Facilities. The Units to be created from the Convertible Space may be dissimilar to the Units. Declarant shall determine the percentage of undivided interest in the Common Areas and Facilities for any Units created from the Convertible Space on the basis described in Section 6.2 hereof. Declarant reserves the right to exercise all other Developmental Rights with respect to any Units created from the Convertible Space.

8.1.4 Declarant shall not be required to obtain the consent of any Owners or of any other person or entity having any right or interest in all or any portion of the Project prior or subsequent to converting all or portions of the Convertible Space into Commercial Units, Common Areas and Facilities or Limited Common Areas and Facilities.

8.1.5 In order to convert all or any portion of the Convertible Space, the Declarant shall:

(a) Record, with regard to the Convertible Space or any portion thereof that is being converted to Units, Common Areas and Facilities, or Limited Common Areas and Facilities, a Supplemental Map showing the location and dimensions of the vertical and horizontal boundaries of each Unit, Common Areas and Facilities, or Limited Common Areas and Facilities, if any, formed out of the Convertible Space or a portion thereof, and assigning or reassigning any Limited Common Areas and Facilities that are to be appurtenant to any such Unit. Each such Supplemental Map shall be certified as to its accuracy and compliance with the requirements of the Act by the engineer or land surveyor who prepared or supervised the preparation of it; and

(b) Record simultaneously with each Supplemental Map an Amendment to this Declaration describing the conversion. Each such Amendment shall assign a Unit Number to each Unit, if any, formed out of the Convertible Space or a portion thereof and shall reallocate to each Unit, on the basis provided for in Sections 6.2 and 9.1.7 of this Declaration, the percentage of undivided interest in the Common Areas and Facilities appertaining to all Units following such conversion. Each Amendment shall allocate points to each Unit as described in Section 6.2 hereof. Except as otherwise provided by the Act, each such Amendment or Supplemental Map shall also describe the Limited Common Areas and Facilities, if any, formed out of the Convertible Space or a portion thereof, showing or designating the Unit or Units to which each is assigned.

8.1.6 No provision of this Section 8 shall be amended without the prior written consent of Declarant so long as it owns or has the right to acquire any Units in the Project.

8.1.7 Each Owner, by execution of a contract for deed or the acceptance of a deed to a Unit in the Project, shall be deemed to have consented to all provisions of this Section 8.

8.1.8 In accordance with Section 57-8-13.4(3) of the Act, the Convertible Space shall be treated for all purposes as a single Commercial Unit, until and unless it is so converted. The Act and this Declaration shall be deemed applicable to the Convertible Space as though the same were a Unit. The Convertible Space shall be assessed its appropriate portion of the Common Expenses related to the Project, and Declarant shall pay the Common Expenses attributable to such Convertible Space. However, because the Convertible Space that lies outside of the Buildings can only be converted into Limited Common Areas and Facilities (rather than Units), such Convertible Space shall be treated as part of the Common Areas and Facilities prior to conversion, and shall not be subject to assessments, have voting rights or in any other way be treated as a Unit.

## 9. OPTION TO EXPAND

9.1 Declarant hereby reserves, pursuant to Sections 57-8-10(4) and 57-8-13.6 of the Act, the option to expand Sundial Lodge at The Canyons (the "Option to Expand") upon the terms and provisions set forth in this Section without the prior consent of the Owners or the Condominium Association. Each Option to Expand must be exercised no later than seven (7) years from the date of recording this Declaration. Declarant shall have the right to exercise the rights under this Section 9 with respect to the portion of the Property Declarant owns in fee simple or has an option to purchase. The terms and conditions of the Option to Expand shall be as follows:

9.1.1 Subject to the power granted Declarant in paragraph 9.1.3 below, the real property subject to the Option to Expand consists of the real property referred to as the Additional Land, being more particularly described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, A FOUND BRASS CAP; THENCE NORTH 89°59'43" WEST 2126.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 36, (BASIS OF BEARING BEING NORTH 89°59'43" WEST ALONG THE SOUTH LINE OF SAID SECTION 36 BETWEEN THE SOUTHEAST CORNER AND SOUTH QUARTER CORNER OF SAID SECTION 36); THENCE LEAVING SAID SECTION LINE NORTH 749.46 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 56°44'36" WEST 19.97 FEET; THENCE SOUTH 33°14'47" WEST 34.63 FEET TO THE NORTHEASTERLY BOUNDARY OF THE SUNDIAL LODGE AMENDED SITE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE ALONG SAID BOUNDARY THE FOLLOWING SEVEN COURSES; 1.) NORTH 55°34'59" WEST 4.69 FEET; 2.) NORTH 33°16'31" EAST 6.66 FEET; 3.) NORTH 56°43'29" WEST 18.00 FEET; 4.) SOUTH 33°16'31" WEST 6.33 FEET; 5.) NORTH 56°43'29" WEST 32.67 FEET; 6.) NORTH 33°16'31" EAST 6.33 FEET; 7.) NORTH 56°43'29" WEST 18.00 FEET; THENCE LEAVING SAID SUNDIAL LODGE AMENDED SITE PLAT NORTH 33°16'31" EAST 32.49 FEET; THENCE NORTH 56°56'11" WEST 27.41 FEET; THENCE NORTH 33°15'24" EAST 31.30 FEET; THENCE NORTH 29°29'36" WEST 64.48 FEET; THENCE

NORTH 60°30'24" EAST 188.20 FEET; THENCE SOUTH 29°29'36" EAST 154.09 FEET; THENCE SOUTH 15°30'24" WEST 52.27 FEET; THENCE NORTH 74°29'36" WEST 4.02 FEET; THENCE SOUTH 60°30'24" WEST 124.99 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.866 ACRES MORE OR LESS.

9.1.2 Subject to the provisions of paragraph 9.1.3 below, the Option to Expand may be exercised at different times as to portions of the Additional Land and in any order elected by the Declarant. No assurance is made with regard to which portions of the Additional Land, if any, will be added to the Project or the order in which such portions will be so expanded. In the event the Option to Expand is exercised with respect to a portion of the Additional Land, the Option to Expand may subsequently be exercised with respect to any other portion of the Additional Land.

9.1.3 Declarant shall not be restricted in the location of improvements on the Additional Land or in the number of Units that may be created on the Additional Land, except as may be required by applicable zoning requirements, ordinances or regulations, provided the Project when completed shall not exceed 230 Residential Units and 3 Commercial Units; provided further, the limitation on the number of Commercial Units shall not apply to Owners dividing their Commercial Units as allowed or permitted by this Declaration. The foregoing limitations on the number of Units to be constructed in the Project are set forth herein for the purpose of satisfying Section 57-10-10(4)(a)(vii) of the Act. Declarant currently intends to construct a maximum of 230 Residential Units. However, the Declarant may construct a different number of such Units if it elects to change the Unit size.

9.1.4 The Units to be located on the Additional Land shall be subject to the same uses as provided in Sections 10 and 11, as applicable, hereof. Declarant reserves the right to exercise all Developmental Rights with respect to any Units located on the Additional Land.

9.1.5 The Units to be built on the Additional Land shall be substantially identical to the Units depicted on the Map. Structures other than buildings containing Units may be erected on the Additional Land. Further improvements may include recreational facilities, parking areas, walkways and landscaping of the Common Areas and Facilities contained therein. Declarant reserves the right to add additional Limited Common Areas and Facilities to the Additional Land without limitation.

9.1.6 The ownership interest in the Common Areas and Facilities for all Units in the Project shall be changed at the time Declarant records an Amendment and Supplemental Map reflecting Declarant's exercise of the Option to Expand in accordance with the provisions set forth in paragraph 9.1.7 below. Said changes in ownership interest shall be reflected in an amended Exhibit "A" to this Declaration to be filed with the Summit County Recorder as part of the Amendment. It is contemplated that there may be multiple Amendments filed by Declarant and such Amendments are hereby expressly authorized.

9.1.7 Declarant shall calculate and revise the undivided interest for each Unit in Common Areas and Facilities based upon the following formula:

Number of points assigned to a Unit pursuant to Section 6.2 hereof <hr style="width: 80%; margin: 5px auto;"/> Total number of points assigned to all the Units	=	Undivided Interest in the Common Areas and Facilities of the Project
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Declarant shall have the right to adjust the resulting ownership interests of all Units in the Common Areas and Facilities of the Project as may be necessary to assure that the total ownership interest equals 100% as required by the Act.

9.1.8 Each Owner, by execution of a contract for deed or the acceptance of a deed to a Unit in the Project, shall be deemed to have consented to all provisions of this Section, including the procedure for adjustment of Unit ownership interests pursuant to paragraph 9.1.7 hereof. After the filing for record of any amended Exhibit "A" to this Declaration and the Supplemental Map reflecting Declarant's exercise of the Option to Expand, or any part thereof, legal and equitable title to each Unit thereby created within the Additional Land including its appurtenant ownership interest in the Common Areas and Facilities shall be vested in and held by Declarant and none of the other Owners shall have any claim or title to or interest in such Unit or its appurtenant ownership interest in the Common Areas and Facilities.

9.1.9 Declarant shall not be required to obtain the consent of any Owners or of any other person or entity having any right or interest in all or any portion of the Project prior to or subsequent to adding all or portions of the Additional Land.

9.1.10 No provision of this Section 9 shall be amended without the prior written consent of Declarant so long as it owns or has the right to acquire any Units in the Project.

## 10. NATURE AND INCIDENTS OF RESIDENTIAL UNIT OWNERSHIP

10.1 Each Residential Unit is and shall hereafter be a parcel of real property that may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration.

10.2 Subject to the limitations contained in this Declaration, each Residential Owner shall have the non-exclusive right to use and enjoy the Common Areas and Facilities and the exclusive right to occupy and use his Unit and any Limited Common Areas and Facilities designated for exclusive use by such Residential Owner or all Residential Owners.

10.3 Each Residential Owner shall keep the interior of his Unit, including without limitation, the Furnishings, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a sanitary condition and in a good state of repair. In the event that any such Unit should develop an unsanitary condition or fall into a state of disrepair and in the event that the Owner of such Unit should fail to correct such condition or state of disrepair promptly following written notice from the Condominium Management Committee, the Condominium Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary condition or state of disrepair. Residential Owners of adjoining Residential Units may not



reallocate or change the boundaries of such Units. No Residential Owner may subdivide his Unit.

10.4 The Condominium Management Committee shall have the right to enter into any Residential Unit for the purpose of cleaning, maintenance, repairs, including emergency repairs, and for the purpose of abating a nuisance, or a known or suspected dangerous or unlawful activity.

10.5 Nothing in this Declaration shall limit the rights of Declarant to operate the Units owned by it for transient rental (hotel) purposes. Each Residential Owner shall pay his full pro rata share of Common Assessments regardless of whether or not such Residential Owner participates in the rental pool established pursuant to the Rental Agreement between the Residential Owners and Declarant. Each Residential Owner hereby acknowledges that the Common Assessments shall include assessments for costs associated with such rental activities.

10.6 The persons or entities who are at the time of reference Residential Owners shall, together with all other Owners, be members of the Condominium Association, the characteristics and nature of which are determined by the Act, this Declaration, the Condominium Bylaws, the Condominium Articles and other applicable Utah law.

10.7 Each Residential Unit shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments, and other charges on each respective Residential Unit shall be separately levied against the Owner thereof. No forfeiture or sale of any Residential Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Unit.

10.8 The parking area (exclusive of certain structural components contained therein, which constitute Common Areas and Facilities) is part of Commercial Unit 1 as shown on the Map. Therefore, Unit Owners have no rights to parking spaces because of their ownership of their Units. However, the Condominium Management Committee shall enter into an agreement that provides for parking for the Owners, their guests and tenants ("Parking Agreement") with the owner of Commercial Unit 1 as shown on the Map. Pursuant to the Parking Agreement, each occupied Unit shall be entitled to use one undedicated parking space during the period of occupancy for a maximum number of parking spaces at any one time equal to the total number of Residential Units. Each Residential Owner shall have priority under the Parking Agreement to park his vehicle for a reduced fee as set forth in the Parking Agreement. This priority is based on availability only and does not guaranty any Owner the use of a parking space, unless such Owner is currently occupying his Unit.

## 11. NATURE AND INCIDENTS OF COMMERCIAL OWNERSHIP

11.1 Each Commercial Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration. All Convertible Space within the Building shall, prior to the exercise of the Option to Convert

with respect to such Convertible Space, be treated as a single Commercial Unit for all purposes hereunder, including, without limitation, Condominium Association voting and assessments.

11.2 Each Commercial Owner shall have the exclusive right to paint, repaint, tile, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his Unit and surfaces of all walls, ceilings, floors and doors within such boundaries. Each Commercial Owner shall keep the interior of their Unit, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such Unit should develop an unsanitary or unclean condition or fall into a state of disrepair, and in the event that the Owner of such Unit should fail to correct such condition or state of disrepair promptly following notice from the Condominium Management Committee, the Condominium Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair.

11.3 With the written consent of the Condominium Management Committee, two or more Commercial Units may be utilized by the Commercial Owners thereof as if they were one Unit. To the extent permitted in the written consent of the Condominium Management Committee, any walls, floors or other structural separations between any two such Units may, for as long as the two Units are utilized as one Unit, be utilized by the Commercial Owners of the adjoining Units as Limited Common Areas and Facilities, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two Commercial Units that, but for joint utilization of the two Units, would have been occupied by the structural separation, shall be closed, at the equal expense of the Owners of each of the two Units and the structural separations between the two Units shall thereupon become Common Areas and Facilities.

11.4 Commercial Units may be subdivided or combined as set forth in the following paragraphs:

11.4.1 No Commercial Unit or Units shall be subdivided and/or combined either by agreement or legal proceedings, except as provided in this Section 11.4. An Owner or Owners may propose subdividing or combining Commercial Units by submitting the proposal in writing to the Condominium Management Committee, the Mortgagees of the Commercial Units to be subdivided or combined and, if required by local law, to Summit County. The proposal must include complete plans and specifications for accomplishing the subdivision or combination and proposed amendments of this Declaration and the Map.

11.4.2 A proposal that contemplates subdivision of a Unit will be accepted only if approved in writing by the Condominium Management Committee, the Mortgagees of the Units to be subdivided, and Summit County, to the extent required by applicable law. The Condominium Management Committee may approve the proposal as to form and legal sufficiency. Summit County, if required, may approve the proposal as to applicable planning and zoning requirements. No proposal shall be approved unless the resulting Units provide adequate

facilities and means of ingress and egress to comply with applicable zoning and condominium statutes and regulations.

11.4.3 A proposal to subdivide Commercial Units shall provide for reallocation of the percentage ownership in the Common Areas and Facilities among the resulting Units on the basis of points, consistent with the provisions of Section 6.2, so that the combined percentages of ownership of the resulting Units are identical with the percentage ownerships of the subdivided Units prior to subdivision.

11.4.4 The Commercial Owners of the Units to be subdivided or combined shall be responsible for all costs associated with the proposal and its implementation including but not limited to costs of amendment and recording of this Declaration and Map to effect the proposal; review of the proposal, including reasonable attorneys' fees incurred by the Condominium Management Committee, the Mortgagees and Summit County; and the cost of any modifications to the Project to implement the proposal.

11.4.5 Upon approval of the proposal, the Commercial Owners making the proposal may proceed according to the proposed plans and specifications; provided that the Condominium Management Committee may, in its discretion, require that the Condominium Management Committee administer the work, or that provisions for the protection of other Units or Common Areas and Facilities and/or reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the Map, if any, and the changes in this Declaration shall be placed of record, at the requesting Owner's expense, as amendments thereto.

11.5 The exterior surfaces of the Commercial Units shall not be altered or modified without the prior written approval of the Condominium Management Committee and the Manager, unless such changes or modifications are consistent with any written rules or regulations for the exterior surfaces established by the Condominium Management Committee. In the absence of such written rules or regulations, no exterior alterations, improvements, or remodeling, whether structural or cosmetic, will be made without the prior written approval of the Condominium Management Committee.

11.6 The persons or entities who are at the time of reference Commercial Owners shall be members of the Condominium Association, the characteristics and nature of which are determined by the Act, this Declaration, the Condominium Bylaws, the Condominium Articles and other applicable Utah law.

11.7 Each Commercial Unit shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district of any other taxing or assessing authority. All such taxes, assessments, and other charges on each respective Commercial Unit shall be separately levied against the Owner thereof. No forfeiture or sale of any Commercial Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Unit.

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12. VOTING.

At any meeting of the Condominium Association, each Owner of a Commercial Unit and each Owner of a Residential Unit, including Declarant, either in person or by proxy, shall be entitled to vote the number of votes appurtenant to each respective Commercial Unit and Residential Unit as set forth in Exhibit A. The voting rights appurtenant to each Commercial and Residential Unit shall vest upon execution and recording of this Declaration.

13. TITLE TO UNITS

13.1 Title to a Commercial Unit or a Residential Unit within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

13.2 Title to a part of a Commercial Unit or Residential Unit within the Project may not be separated from any other part thereof during the period of ownership, and each Commercial Unit or Residential Unit, and the undivided interest in the Common Areas and Facilities appurtenant to each, shall always be conveyed, devised, encumbered and otherwise affected only as a complete Commercial Unit or Residential Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Commercial Unit or Residential Unit, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Commercial Unit or Residential Unit, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Condominium Association as herein set forth.

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

13.4 Each Owner shall have the right to encumber his interest in a Unit with a Mortgage. However, no Owner shall attempt to or shall have the right to encumber the Common Areas and Facilities or any part thereof except the undivided interest therein appurtenant to his interest in a Unit. Any Mortgage of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

13.5 No labor performed or services or materials furnished with the consent of or at the request of an Owner may be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless the other Owner has expressly consented to or requested the performance of such labor or furnishing of such services. Express consent shall be deemed to have been given by the Owner in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if authorized by the Condominium Association and provided for in this Declaration, shall be deemed to be performed or furnished with the express consent of each Owner. The Owner may remove his Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sums secured by such lien which is attributable to his Unit.

13.6 Every contract for the sale of a Commercial Unit or Residential Unit and every other instrument affecting title to a Commercial Unit or Residential Unit within the Project may describe a Unit by the name of the Project, the recording date for this Declaration, the county wherein the Project is located and its Unit Number as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Commercial Unit or Residential Unit, together with the appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all the rights incident to ownership of a Commercial Unit or Residential Unit within the Project and all of the limitations on such ownership as described in this Declaration.

#### 14. CERTAIN ADDITIONAL DEVELOPMENTAL RIGHTS

The following additional Developmental Rights are hereby granted or reserved by Declarant:

14.1 Declarant hereby reserves an easement throughout the Project for a period of eight (8) years from the recording of this Declaration for the purpose of completing all improvements contemplated by this Declaration and the Map, including but not limited to improvements to the Convertible Space and the Additional Land.

14.2 Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project, and models in any of the Units that it owns or is under contract to purchase or on the Common Areas and Facilities of the Project for a period of ten (10) years from the recording of this Declaration. Declarant shall be entitled to utilize, at any one time, up to 5 Units which it owns or is under contract to purchase and some or all of the Common Areas and Facilities as sales offices, management offices, and models anywhere in the Project. Declarant may relocate sales offices, management offices, and models to other Units or Common Areas and Facilities at any time.

14.3 There is hereby established a period of Declarant control of the Condominium Association during which period Declarant or persons designated by it shall have the authority to appoint and remove the Condominium Association officers and members of the Management Committee. The period of Declarant control shall terminate no later than the earlier of: (a) six (6) years from and after the recording of this Declaration; or (b) after conveyance of Units to which three-fourths of the undivided interest in the Common Areas and Facilities appertain or after all Additional Land has been added to the Project and all Convertible Space has been converted, whichever last occurs.

Notwithstanding the foregoing, to assure the representation of Owners other than Declarant on the Condominium Management Committee, at least twenty percent (20%) of the members of the Condominium Management Committee shall be elected solely by the vote of the Owners other than Declarant so long as a majority of the voting power of the Condominium Association resides in Declarant. A member who has been elected to office solely by the vote of Owners other than Declarant may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in Owners other than Declarant. After termination of the period of Declarant control, the Condominium Management Committee shall be elected as provided in the Condominium Bylaws.

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## 15. RESTRICTIONS ON USE

The Units, Furnishings, Convertible Space, and Common Areas and Facilities, including but not limited to the Limited Common Areas and Facilities, except as otherwise permitted in writing by the Condominium Management Committee, shall be used in accordance with the following restrictions:

15.1 The Commercial Units and Convertible Space within the Project may be used only as restaurants, retail businesses, business offices, professional offices, health and fitness facilities, and for such other uses as may be allowed under applicable law; provided, however, that if the particular use of any Commercial Unit increases the rate of insurance on the Project or any part thereof over what the Condominium Association, but for such activity, would pay, the Owner of such Commercial Unit shall be assessed for and shall pay the amount of such increase.

15.2 All customers, clients, patrons, and licensees of Owners of Commercial Units shall be permitted to enter upon the Project and shall have a non-exclusive easement across the Common Areas and Facilities to the extent reasonably necessary for access to such Commercial Units.

15.3 No Residential Unit shall be used for commercial purposes; provided, however, that nothing in this Subsection shall prevent (a) Declarant or an affiliated corporation or a duly authorized agent from using any Residential Unit owned by Declarant as sales offices and model Units or a property management office as provided in Section 14.2 hereof, or (b) any Owner or his duly authorized agent from renting or assigning use rights to his Unit from time to time; provided, that such rentals or assignments of rights in the case of Owners, other than Declarant or an affiliated corporation, do not result in a pattern of rental activity or assignment of use rights that either the Manager or the Condominium Management Committee determines, in its reasonable judgment, constitutes a commercial use.

15.4 No noxious, offensive or illegal activity shall be carried on in or upon any part of the Project, nor shall anything be done on or placed in or upon any part of the Project that is or may become a nuisance or may cause embarrassment, disturbance or annoyance to Owners.

15.5 No activities shall be conducted or improvements constructed in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

15.6 No signs, flags or advertising devices of any nature, including without limitation political, informational or directional signs or devices, shall be erected or maintained on any part of the Project, except as may be necessary temporarily to caution or warn of danger or except as may be used by Declarant as part of its sales program or in connection with the operation of the Units as a commercial hotel should Declarant so elect, or as approved by the Condominium Management Committee and Summit County (if required by law) with respect to the Commercial Units.

15.7 Each Residential Unit occupant shall be permitted to keep two dogs or cats (or one dog and one cat) in the Unit subject to reasonable rules and regulations established by the Condominium Management Committee.

15.8 The draperies, shades and other interior window coverings in Residential Units shall present a uniform appearance from the outside of the Units. All draperies, shades or other interior window coverings shall be installed or employed in each Residential Unit by the Condominium Management Committee or with the prior inspection and written approval of the Condominium Management Committee. The Condominium Management Committee shall have the right to establish rules requiring window coverings to present a uniform appearance from the exterior of the Buildings. Residential Owners shall not erect or display any signs, banners or similar items on, from or in their Units without the prior written consent of the Condominium Management Committee.

15.9 Except as otherwise provided in this Declaration, no Residential Unit, or portions thereof, may be combined with one or more other Units or further divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership (as opposed to community property, tenancy in common, or other form of joint undivided ownership).

15.10 No Owner shall, without the prior written consent of the Condominium Management Committee, do any act that would impair the structural soundness or integrity of the Buildings or the safety of property, impair any easement or hereditament appurtenant to the Project, or make or permit to be made any alteration, improvement or addition to the Common Areas and Facilities.

15.11 There shall be no obstruction of the Common Areas and Facilities by any Owner. Owners shall neither store nor leave any of their property in the Common Areas and Facilities, other than Limited Common Areas and Facilities appurtenant to their Units, except with the prior written consent of the Condominium Management Committee.

15.12 Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit that would increase the rate of insurance on the Project or any part thereof over what the Condominium Association, but for such activity, would pay, without the prior written consent of the Condominium Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof that would be in violation of any statute or rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas and Facilities or any part thereof shall be committed by any Owner or guest, lessee, licensee, or invitee of any Owner, and each Owner shall indemnify and hold the Condominium Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his guests, lessees, licensees, or invitees.

15.13 No Owner shall violate the rules and regulations for the use of Units and Common Areas and Facilities as adopted from time to time by the Condominium Association.

## 16. CONDOMINIUM ASSOCIATION AND CONDOMINIUM MANAGEMENT COMMITTEE.

16.1 The management and maintenance of the Project and the administration of the affairs of the Condominium Association shall be conducted by a Condominium Management

Committee consisting of five (5) natural persons as provided in the Condominium Bylaws, including at least one (1) from among the Commercial Owners. The Condominium Management Committee shall be elected as provided in this Declaration and in the Condominium Bylaws.

16.2 Except as otherwise provided herein, the Condominium Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration and the Condominium Bylaws, including but not limited to the following:

16.2.1 To make and enforce all rules and regulations covering the operation, use and maintenance of the Project, the Units, the Common Areas and Facilities, and the Limited Common Areas and Facilities.

16.2.2 To engage the services of the Manager, accountants, attorneys, or other employees or agents and to pay to said persons a reasonable compensation therefor.

16.2.3 To operate, maintain, repair, improve and replace the Common Areas and Facilities.

16.2.4 To determine and pay the Common Expenses.

16.2.5 To assess and collect the proportionate share of Common Expenses from the Owners, as provided in Section 24 herein.

16.2.6 To grant easements and licenses and enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

16.2.7 To open bank accounts and borrow money on behalf of the Condominium Association and to designate the signatories therefor.

16.2.8 To purchase, hold, sell, convey, mortgage or lease any one or more Units in the name of the Condominium Association or its designee.

16.2.9 To bring, prosecute and settle litigation for itself, the Condominium Association and the Project.

16.2.10 To obtain insurance for the Condominium Association with respect to the Units and the Common Areas and Facilities, workers' compensation insurance, and any other insurance it deems necessary or appropriate to protect the Owners and the Condominium Association.

16.2.11 To repair or restore the Project following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Project from the provisions of the Act.

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16.2.12 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient to the management of the business and affairs of the Condominium Association and the Condominium Management Committee and to the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

16.2.13 To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Condominium Bylaws.

16.2.14 To do all other acts necessary for the operation and maintenance of the Project, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Project.

16.2.15 To prepare, adopt, amend and disseminate budgets and other information from time to time in accordance with the terms of the Condominium Bylaws.

16.2.16 To grant easements and rights-of-way over the Common Areas and Facilities and to approve signage for the Project and enter into contracts with the Master Association and other entities. Such contracts may, among other things, obligate the Condominium Association to pay assessments and other costs associated with the maintenance of roads and other amenities that benefit the Condominium Association. In addition, it may grant the Master Association lien rights with respect to the Condominium Association's properties for non payment of assessments and other costs.

16.2.17 Subject to the limitations of the Act, and any other applicable law, the Condominium Management Committee may delegate to the Manager by written agreement all of the foregoing powers, duties and responsibilities referred to in this Section 16.2.

16.2.18 The Condominium Management Committee may convey or subject to a Mortgage all or portions of the Common Areas and Facilities of the Project if Owners entitled to cast a majority of the Total Votes of the Condominium Association. However, all Owners of Units to which any Limited Common Areas and Facilities are appurtenant must agree to convey those Limited Common Areas or Facilities or subject the same to the Mortgage. Any such agreement shall comply with all other applicable provisions of the Act.

16.2.19 Members of the Condominium Management Committee, the officers and any assistant officers, agents and employees of the Condominium Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Condominium Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which

might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

16.2.20 When a member of the Condominium Management Committee is sued for liability for actions undertaken in his role as a member of the Condominium Management Committee, the Condominium Association shall indemnify him for his losses or claims, and undertake all costs of defense, until and unless it is proven that he acted with willful or wanton misfeasance or with gross negligence. After such proof, the Condominium Association is no longer liable for the cost of defense, and may recover costs already expended from the member of the Condominium Management Committee who so acted. Members of the Condominium Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Condominium Association, but may be recovered from persons whose activity gave rise to the damages.

16.3 Neither the Condominium Management Committee nor the Manager shall sell any property of the Association except as permitted by the Act.

16.4 The Condominium Management Committee may enter into a contract with the Manager for the management of the Project. Such contract shall comply with the requirements of Section 16.2 hereof as applicable to the Project.

## 17. MAINTENANCE, ALTERATION AND IMPROVEMENT

17.1 The maintenance, replacement and repair of the Common Areas and Facilities shall be the responsibility of the Condominium Association, including the maintenance, repair, and replacement obligations arising under the Village Management Agreement, and the cost thereof shall be a Common Expense. The Condominium Association shall also maintain, replace and repair all common porches, and decks and all conduits, ducts, plumbing, and wiring and other central facilities for the furnishing of heat, air conditioning, gas, light, power, water and sewer service. The Village Management Agreement provides for the maintenance of roads and other amenities that benefit the Condominium Association and shall be included as a Common Expense. All incidental damages caused to a Unit by the maintenance, replacement and repairs of the Common Areas and Facilities or utility services shall be repaired promptly and the cost thereof charged as a Common Expense.

17.2 Some of the Common Areas and Facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Condominium Association shall have the irrevocable right to have access to each Unit and to all Common Areas and Facilities from time to time during such reasonable hours as may be necessary for the cleaning, repair or replacement of any Common Areas and Facilities or for making any emergency repairs at any time and when necessary to prevent damage to the Common Areas and Facilities or to any Unit. The Condominium Association shall also have the irrevocable right to have access to any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, painting, landscaping, construction or reconstruction for which the Condominium Association is responsible or for the purpose of abating a nuisance or a known or suspected dangerous or unlawful condition. Such entry shall be made with as little inconvenience to the Owners as is

practicable under the circumstances and any damage caused thereby shall be repaired by the Condominium Association.

17.3 The Commercial Owners shall have authority to create and authorize a commercial advisory committee to make recommendations to the Condominium Management Committee and the Manager with respect to the scheduling of special events and/or the construction or installation of temporary improvements and facilities utilized for seasonal or special events for the primary benefit of the Commercial Owners. Prior to implementing any such special events or constructing temporary improvements or facilities on any portion of the Common Areas and Facilities, the commercial advisory committee shall obtain the written consent of the Condominium Management Committee and the Manager, which consent shall not be unreasonably withheld so long as the Commercial Owners bear the entire cost of such special events, temporary improvements and facilities. All Commercial Owners agree that the Condominium Management Committee shall have the right to record a lien in the name of the Condominium Association and foreclose on such lien as provided in Section 24.1.5 with respect to any expenses incurred by or on behalf of the Commercial Owners and not paid in a timely fashion.

## 18. INSURANCE

18.1 Commencing not later than the time of the first conveyance of a Residential Unit or Commercial Unit to an Owner other than Declarant, the Condominium Association shall maintain, to the extent reasonably available, insurance as follows:

18.1.1 The Condominium Association shall maintain property insurance on the Common Areas and Facilities insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of insurance, without regard to any deductibles, shall be not less than one hundred percent (100%) of the replacement value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies.

18.1.2 The Condominium Association shall maintain liability insurance in an amount determined by the Condominium Management Committee but not less than \$1,000,000 for any one person injured in any one occurrence and not less than \$5,000,000 for property damage in each occurrence covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Units and the Common Areas and Facilities.

18.1.3 Insurance in types and amounts required by the Village Management Agreement.

18.2 The insurance maintained under Section 18.1 shall include the Units but need not include improvements and betterments installed by Owners or the personal property of Owners. The Condominium Association may carry any other insurance it deems appropriate to protect the Condominium Association or the Owners.

18.3 Where applicable, insurance policies carried by the Condominium Association shall provide the following:

18.3.1 Each Owner, or the Condominium Association, as agent for each of the Owners, shall be an insured person under the policy with respect to liability or loss arising out of his interest in the Common Areas and Facilities or membership in the Condominium Association.

18.3.2 The insurer waives its right to subrogation under the policy against any Owner or members of his household.

18.3.3 No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Condominium Association, will void the policy or operate as a condition to recovery under the policy by another person.

18.3.4 If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same property covered by the policy, then the Condominium Association's policy provides primary insurance.

18.3.5 All Owners as a class shall be named as additional insureds in any policy issued to the Condominium Association.

18.4 An insurance policy issued to the Condominium Association shall not prevent an Owner from obtaining insurance for his own benefit.

18.5 Any loss covered by the property policy under Sections 18.1.1 shall be adjusted with the Condominium Association, but the insurance proceeds for that loss shall be payable to an insurance trustee designated for that purpose by the Condominium Association and not to the Condominium Association or any Mortgagee. The insurance trustee shall hold any insurance proceeds in trust for the Condominium Association, Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 19 of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Condominium Association, Owners, and Mortgagees shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Project is terminated.

18.6 An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Condominium Association and, on written request, to any Owner or Mortgagee. The insurer issuing the policy shall not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Condominium Association, each Owner, and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

18.7 This Section does not prohibit the Condominium Management Committee from acquiring additional or greater amounts of coverage as it reasonably deems appropriate.

18.8 The Condominium Management Committee shall require the Manager to obtain and maintain fidelity bonding of the Manager and employees of the Condominium Association

having control of, or access to, the funds of the Condominium Association with loss coverage ordinarily not less than the maximum amount of funds of the Condominium Association over which the principal(s) under the bond may reasonably be expected to have control or access at any time.

## 19. DESTRUCTION OR DAMAGE

19.1 In case of fire or any other disaster that causes damage or destruction to all or part of the Project, the Condominium Management Committee, with the help of an independent appraiser, shall determine the percentage that was destroyed or substantially damaged. If less than two-thirds (2/3) of the Project was destroyed or substantially damaged, the Condominium Management Committee shall arrange for the prompt repair and restoration thereof, using the proceeds of insurance on the Project for that purpose, and the Owners shall be liable for assessment for any deficiency in proportion to their respective ownership interests in the Common Areas and Facilities. Reconstruction of the Project shall mean restoring to substantially the same condition existing prior to the damage or destruction, with each Unit and the Common Areas and Facilities having approximately the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of Section 21 hereof shall apply.

19.2 If two-thirds (2/3) or more of the Project is destroyed or substantially damaged, the Condominium Management Committee shall, within one hundred (100) days after such destruction or damage, call a special meeting of the Condominium Association for the purpose of deciding whether or not the Project shall be repaired and restored. If Owners holding three fourths (3/4) or more of the Total Votes of the Condominium Association in the Project, in person or by proxy, vote to repair or restore the Project, the Condominium Management Committee shall promptly arrange for the reconstruction of the Project using the proceeds of insurance therefrom for that purpose, and the Owners shall be liable for assessment for any deficiency in proportion to their respective ownership interest in the Common Areas and Facilities. If the destruction or damage is by reason of eminent domain, the provisions of Section 21 hereof shall apply. At such election, if Owners holding three-fourths (3/4) or more of the Total Votes of the Condominium Association do not vote either in person or by proxy to make provision for reconstruction, the Condominium Management Committee shall record with the Recorder of Summit County a notice that complies with Section 57-8-31 of the Act setting forth such facts, and upon the recording of such notice (i) the Project shall be deemed to be owned in common by the Owners as tenants in common, each Owner owning an undivided interest in the Project equal to his ownership interest in the Common Areas and Facilities; (ii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners in the Project; and (iii) the Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Project, shall be considered as one fund and shall be divided among all Owners in an amount equal to the ownership interest owned by each Owner in the Project, after first paying out of the respective shares of the Owners, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the Project owned by each Owner.

## 20. TERMINATION

20.1 In the event that such fraction or percentage of the Project is destroyed or substantially damaged so as to bring into effect the provisions of paragraph 19.2 above and the Owners do not vote to reconstruct the Project as provided therein, the Project shall be removed from the provisions of the Act without further agreement one hundred and one (101) days after such destruction or damage.

20.2 All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded that their liens are transferred to the fractional ownership interest of the Owners in the Project. Provided further, as long as Declarant has ownership or contractual rights to purchase Units in the Project, its consent shall also be required to remove the Project from the provisions of the Act.

20.3 After removal of the Project from the Act, the Owners shall own the Project and all assets of the Condominium Association as tenants in common and the respective Mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the Owners. Such undivided interests of the Owners shall be the same as the ownership interest in the Common Areas and Facilities appurtenant to the Units prior to removal from the Act.

20.4 This Section 20 cannot be amended without consent of all Owners and all record owners of Mortgages on Units.

## 21. EMINENT DOMAIN.

21.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Condominium Management Committee and each Owner shall be entitled to notice thereof and the Condominium Management Committee shall, and the Owners at their respective expense may, participate in the proceedings incident thereto.

21.2 With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his ownership interest in the Common Areas and Facilities. This provision does not prohibit a majority of the Owners from authorizing the Condominium Management Committee to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and the Map are duly amended.

21.3 With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damages or destruction pursuant to Section 19 above and shall be deposited with the Condominium Management Committee as trustee. Even though the damage or awards may be payable to one or more Owners, the Owners shall deposit the damaged or awards with the Condominium Management

Committee as trustee. In the event an Owner refuses to so deposit his award with the Condominium Management Committee, then at the option of the Condominium Management Committee, either a special assessment shall be made against the defaulting Owner and his Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.

21.4 In the event the Project is removed from the provisions of the Act pursuant to Section 20 above, the proceeds of the damages or awards shall be distributed or used in accordance with the Owners respective undivided interest in the Common Areas and Facilities and the Owners of the affected Units shall have the rights provided in paragraph 19.2 above.

21.5 If one or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:

21.5.1 If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenable, the Unit shall be made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.

21.5.2 If the taking destroys or so reduces the size of a Unit that it cannot be made tenable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owners. The remaining portion of such Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Owners in the manner approved by the Condominium Management Committee. The ownership interest in the Common Areas and Facilities appurtenant to the Units that continue as part of the Project shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Owners.

21.6 Changes in Units, in the Common Areas and Facilities, and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Section 21 shall be evidenced by an amendment to this Declaration and the Map, which need not be approved by the Owners.

## 22. MORTGAGEE PROTECTION

22.1 The Condominium Management Committee shall maintain a roster of Owners, which roster shall include the mailing addresses of all Owners. The Condominium Management Committee will also maintain a roster containing the name and address of each First Mortgagee of a Residential Unit or Commercial Unit if the Condominium Management Committee is provided notice of such First Mortgage by way of a certified copy of the recorded instrument evidencing the First Mortgage and containing the name and address of the First Mortgagee and a statement that the Mortgage is a First Mortgage. The First Mortgagee shall be stricken from the roster upon request by such First Mortgagee or upon receipt by the Condominium Management Committee of a certified copy of a recorded release or satisfaction of the First Mortgage. Notice

of such removal shall be given to the First Mortgagee unless the removal is requested by the First Mortgagee.

22.2 The Condominium Management Committee shall give to any First Mortgagee on the roster written notification of any default by the mortgagor of the respective Residential Unit or Commercial Unit in the performance of such mortgagor's obligations under this Declaration that is not cured within thirty (30) days.

22.3 Except as otherwise required by the Act, a First Mortgagee of any Residential Unit or Commercial Unit who comes into possession of the Residential Unit or Commercial Unit pursuant to the remedies provided in the First Mortgage or foreclosure of the First Mortgage, or by way of deed or assignment in lieu of foreclosure shall take the property free of any claims for unpaid assessments or charges against the mortgaged Residential Unit or Commercial Unit which accrued prior to the time such First Mortgagee comes into the possession of the Residential Unit or Commercial Unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessment or charges to all Units, including the mortgaged Unit. Furthermore, upon such foreclosure or deed or assignment in lieu of foreclosure, any rights with respect to any Residential Unit or Commercial Unit which have been suspended with respect to the defaulting Owner shall be reinstated.

22.4 Except as otherwise required by the Act, any liens created under the Act, pursuant to this Declaration or the Condominium Bylaws upon any Residential Unit or Commercial Unit shall be subject and subordinate to and shall not affect the rights of a First Mortgagee under a First Mortgage on such Residential Unit or Commercial Unit made in good faith and for value; provided, however, that any lien created after a foreclosure sale shall have the same effect and be enforced in the same manner as provided in the Act, this Declaration and/or the Condominium Bylaws.

22.5 No amendment to this paragraph shall adversely affect a First Mortgagee who has recorded a valid First Mortgage prior to the recordation of any such amendment.

### 23. AMENDMENT

Except as otherwise provided in this Declaration or by the Act, the provisions of this Declaration may be amended only by the affirmative vote or written assent of at least a bare majority of the Total Votes of the Condominium Association. The percentage of votes necessary to amend a specific clause in this Declaration shall not be less than the percentage of affirmative votes or written assents required for action to be taken under that clause. Any amendment shall be evidenced by an instrument containing a certification from an officer of the Condominium Association designated for that purpose, or in the absence of such designation, by the President of the Condominium Association that the appropriate consent has been obtained, and shall be duly recorded in the Office of the Summit County Recorder. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of this Declaration to comply with the then existing statutes, regulations or other requirements of the Utah Department of Commerce-Real Estate Division or any other federal, state or local regulatory authority affecting the Project.



## 24. ASSESSMENT OF UNITS BY THE CONDOMINIUM ASSOCIATION

24.1 The making and collection of assessments by the Condominium Association from Owners of Residential Units and Commercial Units for their share of Common Expenses shall be pursuant to the Condominium Bylaws and subject to the following provisions:

24.1.1 Each Owner, including Declarant, for each Unit which it owns, shall be liable for a proportionate share of the Common Expenses, such share being the same as the ownership interest in the Common Areas and Facilities appurtenant to the Unit owned by him. Two separate and distinct funds shall be created and maintained hereunder; one for operating expenses and one for capital expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this Section 24 shall be the Common Expense Fund. Common Assessments shall include both Regular Common Assessments and Special Common Assessments. Until the Condominium Association makes an assessment for Common Expenses, the Declarant shall pay all Common Expenses. After an assessment has been made by the Condominium Association, Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Condominium Association in accordance with the provisions of this Declaration and the Condominium Bylaws. Regular Common Assessments shall be levied against each separate Unit, and shall commence as to all Units of the Project on the first day of the month following the closing of the first sale of a Residential Unit.

24.1.2 The Condominium Association shall provide notice, by first class mail to all Owners, of any increase in the Regular Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date the increased Regular Common Assessment is due.

24.1.3 In addition to the Regular Common Assessments, the Association may levy in any calendar year Special Common Assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or a described capital improvement upon any Common Areas and Facilities, including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls in the collection of Common Assessments from the Owners. The portion of any Special Common Assessment levied against a particular Unit shall be equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. These provisions with respect to the imposition or allocation of Special Common Assessments shall not apply when the special assessment against an Owner is a remedy utilized by the Condominium Committee to reimburse the Condominium Association for costs incurred in bringing the Owner and/or his Unit into compliance with the provisions of this Declaration, the Condominium Bylaws, rules and regulations of the Condominium Association, or any other governing instrument for the Project. Assessments to bring an Owner or his Unit into compliance with the governing instruments or otherwise assessed as a disciplinary measure may not be secured by the lien for unpaid assessments described in Section 24.1.5. The Condominium Management Committee shall provide notice by first class mail to all Owners of any Special Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Assessment is due.

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24.1.4 All Common Assessments shall be due as determined pursuant to the Condominium Bylaws. Common Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Condominium Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments when due shall be subject to a late fee in the amount of \$5.00 per day, plus interest, adjustable from year to year at the discretion of the Condominium Management Committee pursuant to the Cost of Living Index. Any payments of Common Assessments shall be first applied to accrued interest and late fees, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Condominium Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Condominium Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reallocated, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.

24.1.5 There shall be a lien upon the applicable Unit for all unpaid Common Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to this Declaration and the Act. The lien for unpaid Common Assessments and related charges shall be effective upon recordation in the Office of the Summit County Recorder of a written notice of lien by the Condominium Management Committee or the Manager. Such lien shall be superior (prior) to all other liens and encumbrances except liens and encumbrances recorded before recordation of this Declaration, a First Mortgage on a Unit as provided for in Section 22.3 hereof and assessments, liens and charges in favor of the state or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. Such lien may be enforced by judicial foreclosure or by non-judicial foreclosure in the same manner in which mortgages and deeds of trust on real property may be foreclosed in the State of Utah. A lien for unpaid assessments shall be enforced in accordance with the provisions of this Section 24 or the then applicable provisions of the Act. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Condominium Association from taking a deed in lieu of foreclosure. A judgment or decree in any action brought hereunder must include costs and reasonable attorneys' fees for the prevailing party. The Condominium Management Committee upon written request shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Condominium Association, the Condominium Management Committee, the Manager and every Owner, in favor of all who rely on such statement in good faith.

24.2 The Condominium Management Committee shall include in the periodic assessments amounts representing sums to be used for the replacement of or additions to the capital items or improvements in the Project. Said amounts shall be dedicated for the uses provided in this Section and shall be set up as capital accounts for each Unit. In the event of transfer of a Unit, the capital account for such Unit shall be deemed transferred to the transferee of the Unit.

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24.3 The Condominium Management Committee shall not expend funds designated as reserves for any purpose other than the repair, restoration, replacement or maintenance of major components of the Common Areas and Facilities for which the Condominium Association is responsible and for which the reserve fund was established or for litigation involving such matters. Nevertheless, the Condominium Management Committee may authorize the temporary transfer of money from the reserve account to the Condominium Association's operating account from time to time to meet short term cash flow requirements and pay other expenses. Any such funds so transferred shall constitute a debt of the Condominium Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Condominium Management Committee may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and Condominium Association, delay such restoration until the time it reasonably determines to be necessary. The Condominium Management Committee shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Common Assessment to recover the full amount of the expended funds within the time limit specified above. Any such Special Common Assessment shall not be subject to the limitations set forth in Section 24.1.3 hereof. If the current replacement value of the major components of the Common Areas and Facilities which the Condominium Association is obligated to repair, replace, restore or maintain is equal to or greater than one-half of the total budgeted Common Expenses for any fiscal year, then at least once every three (3) years the Condominium Management Committee shall cause a study to be conducted of the reserve account of the Condominium Association and its adequacy to satisfy anticipated future expenditure requirements. The Condominium Management Committee shall, thereafter, annually review the reserve account study and shall consider and implement necessary adjustments to reserve account requirements and funding as a result of that review. Any reserve account study shall include, at a minimum:

a. Identification of the major components which the Condominium Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a useful life of less than 30 years.

b. Identification of the probable remaining useful life of the items identified in subparagraph a, above, as of the date of the study.

c. An estimate of the cost of repair, replacement, restoration or maintenance of each item identified in subparagraph a, above, during and at the end of its useful life.

d. An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain each item during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

For the purposes of this Section, the term "reserve account requirements" means the estimated funds which the Condominium Management Committee has determined are required to be available at a specified point in time to repair, replace or restore those major components which the Condominium Association is obligated to maintain.

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24.4 If an Owner shall at any time lease his Unit and shall default in the payment of assessments, the Condominium Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Condominium Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid.

## 25. EASEMENTS

25.1 If any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas and Facilities, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas and Facilities or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

25.2 Improvements, including Units, Common Areas and Facilities and Limited Common Areas and Facilities, constructed as subsequent phases of the Project, if any, may encroach upon portions of the Common Areas and Facilities of earlier phases of the Project. A perpetual easement for such encroachment and the activities necessary to repair, maintain and operate such improvements is hereby granted.

25.3 Declarant shall have a transferable easement over, across and within the Property for the purposes of (i) completing construction of the Project and improvements therein as shown on the Map and for doing all things reasonably necessary or appropriate in connection therewith, (ii) connecting the Buildings to other adjoining structures or buildings, and (iii) constructing pedestrian bridges, walkways or other connecting devices capable of adjoining the Buildings, and other buildings which may be constructed in the Project, to other structures or buildings to be constructed in the Project. It is contemplated that Declarant or another party may construct additional buildings, as subsequent phases of the Project, which may encroach upon portions of the Common Areas and Facilities, and Declarant shall also have an easement over, across and within the Common Areas and Facilities for such purposes.

25.4 Each Owner shall have the right to ingress and egress over, upon and across the Common Areas and Facilities as necessary for access to the Unit he is occupying and to any Limited Common Areas and Facilities appurtenant to his Unit, and shall have the right to the horizontal, vertical and lateral support of his Unit.

25.5 The Condominium Association and the Manager shall have an easement to make such use of the Common Areas and Facilities as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain the Common Areas and Facilities for use by the Owners and the Condominium Association.

25.6 The Project is subject to and benefited by easements, rights-of-way and other encumbrances as set forth in the Village Management Agreement.

25.7 All conveyances of Units within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

26. [Intentionally Left Blank.]

27. NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, by express mail or overnight courier service providing proof of delivery, or by telecopy or facsimile transmission. Notice to Owners shall be addressed to each Owner at the address given by such Owners to the Condominium Management Committee for the purpose of service of such notice or to the Unit of such Owner if no such address has been given to the Condominium Management Committee. Notice shall be deemed given when actually received if personally delivered or sent by overnight courier; if faxed, when the fax is received, except that if the fax is received at a time other than the normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States Mail, properly addressed and postage prepaid. Such address may be changed from time to time by notice in writing to the Condominium Management Committee addressed to:

Condominium Management Committee  
Sundial Lodge Condominium Owners Association, Inc.  
3720 North Sundial Court  
Park City, Utah 84098

28. NO WAIVER

The failure of the Condominium Management Committee or its agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or the Condominium Bylaws, to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Condominium Management Committee or its agents or designees of the payment of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Condominium Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Condominium Management Committee.

29. ENFORCEMENT

29.1 All Owners, guests or lessees of an Owner, and persons under Owner's control, shall strictly comply with the provisions of this Declaration, the Village Management

Agreement, the Condominium Bylaws and the rules and regulations of the Condominium Association and decisions issued pursuant thereto. Failure to so comply shall be grounds for: (i) an action to recover sums due for damages or injunctive relief or both, maintainable by the Condominium Management Committee or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner; and/or (ii) the Condominium Management Committee to impose monetary penalties, temporary suspensions of an Owner's right to the use of a Unit or the Common Areas and Facilities, or other appropriate discipline so long as any such Owner has been given notice and has had an opportunity to present a written or oral defense to the charges in a hearing. The Condominium Management Committee shall determine whether the Owner's defense shall be oral or written. After the hearing, but before any disciplinary action is taken, the Owner shall be notified of the decision of the Condominium Management Committee. The Condominium Management Committee may delegate to the Manager, the power and authority to carry out disciplinary actions duly imposed.

29.2 The Condominium Association shall not have the power to cause the absolute forfeiture of an Owner's right, title or interest in the Project on account of the Owner's failure to comply with the provisions of this Declaration or the rules and regulations of the Condominium Association for the Project except pursuant to:

29.2.1 The judgment of a court; or

29.2.2 A foreclosure for the failure of an Owner to pay assessments duly levied by the Condominium Association.

### 30. VILLAGE MANAGEMENT AGREEMENT

The Property is encumbered by, and is entitled to receive the benefits arising under, the Village Management Agreement. The Condominium Association shall have the right to enter into contracts with the Master Association for the maintenance, repair or replacement of the Common Elements and the Limited Common Elements. Such contracts may, among other things, obligate the Condominium Association to pay assessments and other costs associated with the ownership, operation and maintenance of resort facilities and amenities that benefit the Project. The Condominium Association may include such costs in the budgeting and assessment of as Common Expenses or Limited Common Expenses pursuant to this Declaration. In addition, the Condominium Association may grant or assign to the Master Association the right to lien, and enforce liens against the Units. Notwithstanding the foregoing, the obligations of each Owner arising under the Village Management Agreement shall constitute the personal liability and obligation of such Owner and the Condominium Association has no independent, joint or several obligation to pay the costs, and fees and other assessments arising under the Village Management Agreement.

### 31. DECLARANT

The term "Declarant", as used herein shall mean and include The Canyons Resort Properties, Inc., and any person or persons who might acquire title from it to all or substantially all unsold Units through foreclosure or deed in lieu of foreclosure; or, in the situation where, any

person purchases all, or substantially all, of the remaining Units in a sale in the nature of a bulk sale.

32. AGENT FOR SERVICE OF PROCESS

The agent for service of process under the Act until the expiration of the Option to Expand under Section 9 shall be Blaise Carrig whose address is The Canyons, 4000 The Canyons Drive, Park City, Utah 84098. Thereafter, the agent for service of process shall be the Manager.

33. SEVERABILITY

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

34. CAPTIONS

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

35. LAW CONTROLLING

This Declaration and the Map shall be construed and controlled by and under the laws of the State of Utah.

36. CONSTRUCTION

The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

37. EFFECTIVE DATE This Declaration shall take effect when recorded.

00555290 Bk01300 Pg00163

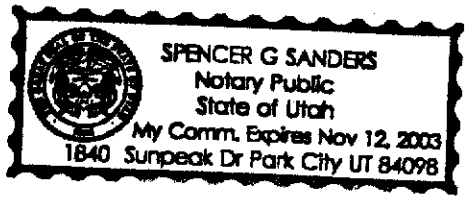
IN WITNESS WHEREOF, the undersigned have executed this instrument this 10<sup>th</sup> day of December, 1999.

THE CANYONS RESORT PROPERTIES, INC., a Maine corporation

By: [Signature]  
Its: Senior Vice President

STATE OF UTAH )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of DECEMBER, 1999, by GREG SPEARN, the SENIOR VICE PRESIDENT of THE CANYONS RESORT PROPERTIES, INC., a Maine Corporation.



[Signature]  
Notary Public  
Residing at: SALT LAKE COUNTY

My Commission Expires:  
NOVEMBER 12, 2003

00555290 Bk01300 Pg00164



SUNDIAL LODGE AT THE CANYONS CONDOMINIUM  
LIMITED JOINDER AND AGREEMENT OF MORTGAGEE

The undersigned, **KEYBANK NATIONAL ASSOCIATION**, a national bank with a place of business in Boston, Massachusetts ("Lender") as beneficiary and lender under a certain Deed of Trust, Security Agreement, Assignment of Rents and Leases, and Financing Statement, a certain First Amendment to Deed of Trust, Security Agreement, Assignment of Rents and Lease and Financing Statement, a certain Collateral Assignment of Income, Revenues and Rentals and a Financing Statement, all from **THE CANYONS RESORT PROPERTIES, INC.**, a Maine corporation (the "Developer") dated December 18, 1999 and recorded in the records of the Summit County, Utah Recorder's Office, as Entry No. 537599, in Book 1253, Page 264, Entry No. 542797, in Book 1270, at page 43, Entry No. 537600, in Book 1253, Page 303 and Entry No. 537601, in Book 1253, Page 316 respectively or otherwise of record (the "Collateral Documents") covering premises located in Summit County, Utah as described therein:

Hereby consents to and joins with Developer submitting the land, the two buildings designated as Pavilion B and Pavilion C, improvements and rights appurtenant thereto to the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code), as well as in the creation of 149 residential units, 1 commercial unit, common areas and limited common areas thereunder ("Condominium Project"), all as described in the Declaration of Condominium for Sundial Lodge at The Canyons ("Declaration") dated December \_\_\_\_, 1999, recorded or to be recorded in said records of the Summit County, Utah Recorder's Office and as shown on the Record of Survey Map Sundial Lodge at The Canyons, a Utah condominium project ("Map") prepared under the supervision of Robert W. Pohl consisting of 28 sheets all being subject to the lien of said Collateral Documents for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such additions and actions and subordinating the lien and encumbrance of the Collateral Documents to the Declaration, the Map and the Condominium Project; PROVIDED, that such joinder and consent shall not be construed to make Lender, its successors and assigns, the Declarant or to impose on it any of the obligations or liabilities of the Declarant under said Declaration as amended, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any units, and said Lender makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

The undersigned hereby agrees that in the exercise of any rights under the Collateral Documents, the undersigned will recognize the actions taken under said Declaration pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESS its hand and seal on December 14, 1999.



Witness:

KEYBANK NATIONAL ASSOCIATION

By: 

John P. Shea, its Senior Vice President

00555290 Bk01300 Pg00165

Commonwealth of Massachusetts  
Suffolk, ss

December 14, 1999

Then personally appeared before me the above named John P. Shea in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said national bank.

Before me,



Peter T. Clark, Notary Public  
My Commission Expires March 31, 2000



00555290 Bk01300 Pg00166

CONSENT TO RECORD AND SUBORDINATION

The undersigned are holders of liens of record against the property subject to the foregoing DECLARATION OF CONDOMINIUM FOR SUNDIAL LODGE AT THE CANYONS and hereby subordinate their liens to the rights of the Owners as set forth in such DECLARATION OF CONDOMINIUM FOR SUNDIAL LODGE AT THE CANYONS.

Wolf Mountain Resorts, L.C.,  
a Utah limited liability company

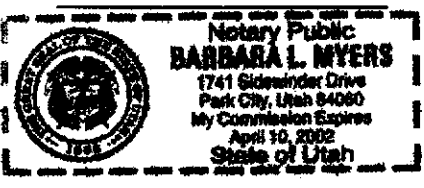
By: Kenneth W. Griswold  
Print Name: Kenneth W. Griswold  
Title: manager

STATE OF Utah  
COUNTY OF Summit : ss.

The foregoing instrument, was acknowledged before me this 7<sup>th</sup> day of Dec., 1999, by Kenneth W. Griswold the manager of WOLF MOUNTAIN RESORTS, L.C., a Utah limited liability company.

Barbara L. Myers  
Notary Public  
Residing at: Park City

My Commission Expires:



00555290 Bk01300 Pg00167

**EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM FOR SUNDIAL LODGE  
AT  
THE CANYONS**

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(Schedule of Units)

See Attached

00555290 Bk01300 Pg00168

**EXHIBIT A TO DECLARATION OF CONDOMINIUM FOR SUNDIAL LODGE AT THE CANYONS  
SCHEDULE OF UNITS, VOTES, AND UNDIVIDED INTERESTS IN COMMON AREAS**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Square Footage</b>	<b>Points per unit</b>	<b>Voting and % Interest in Common Areas</b>
B201	A1	449	599	0.3124%
B202	E1	991	1,241	0.6472%
B203	C3A	1,121	1,471	0.7672%
B204	B1	588	763	0.3979%
B205	A1	450	600	0.3129%
B206	B1	589	764	0.3984%
B207	A1	450	600	0.3129%
B208	B1	589	764	0.3984%
B209	B1	590	765	0.3990%
B210	C2	1,095	1,420	0.7406%
B211	C1	1,057	1,382	0.7207%
B212	A1	450	600	0.3129%
B213	A1	450	600	0.3129%
B214	C1	1,057	1,382	0.7207%
B215	C2	1,095	1,420	0.7406%
B216	B1	589	764	0.3984%
B217	B1	588	763	0.3979%
B218	B1	589	764	0.3984%
B219	B1	594	769	0.4010%
B220	B1	588	763	0.3979%
B221	B1	594	769	0.4010%
B222	A1	450	600	0.3129%
B223	C3A	1,121	1,471	0.7672%
B224	E1	996	1,246	0.6498%
B301	E2	890	1,165	0.6076%
B302	C3	1,063	1,413	0.7369%
B303	B1	588	763	0.3979%
B304	A1	450	600	0.3129%
B305	B1	589	764	0.3984%
B306	A1	450	600	0.3129%
B307	B1	589	764	0.3984%
B308	B1	588	763	0.3979%
B309	C2	1,095	1,420	0.7406%
B310	C1	1,057	1,382	0.7207%
B311	A1	450	600	0.3129%
B312	A1	450	600	0.3129%
B313	C1	1,057	1,382	0.7207%
B314	C2	1,095	1,420	0.7406%
B315	B1	589	764	0.3984%
B316	B1	588	763	0.3979%
B317	B1	589	764	0.3984%
B318	B1	594	769	0.4010%
B319	B1	588	763	0.3979%
B320	B1	594	769	0.4010%

Unit Number	Unit Type	Square Footage	Points per unit	Voting and % Interest in Common Areas
B321	C3	1,083	1,433	0.7473%
B322	E2	891	1,166	0.6081%
B401	E3	844	1,094	0.5705%
B402	C4	1,056	1,406	0.7333%
B403	B1	588	763	0.3979%
B404	A1	450	600	0.3129%
B405	B1	589	764	0.3984%
B406	A1	450	600	0.3129%
B407	B1	589	764	0.3984%
B408	B1	588	763	0.3979%
B409	C2	1,095	1,420	0.7406%
B410	C1	1,057	1,382	0.7207%
B411	A1	450	600	0.3129%
B412	A1	450	600	0.3129%
B413	C1	1,057	1,382	0.7207%
B414	C2	1,095	1,420	0.7406%
B415	B1	589	764	0.3984%
B416	B1	588	763	0.3979%
B417	B1	589	764	0.3984%
B418	B1	594	769	0.4010%
B419	B1	588	763	0.3979%
B420	B1	594	769	0.4010%
B421	C4	1,056	1,406	0.7333%
B422	E3	844	1,094	0.5705%
B501	C5	1,121	1,446	0.7541%
B502	A1	450	600	0.3129%
B503	D1	1,182	1,582	0.8250%
B504	A1	450	600	0.3129%
B505	B1	588	763	0.3979%
B506	F1	1,077	1,427	0.7442%
B507	F3	1,402	1,727	0.9007%
B508	F2	1,321	1,696	0.8845%
B509	A1	450	600	0.3129%
B510	A1	450	600	0.3129%
B511	F2	1,321	1,696	0.8845%
B512	F3	1,402	1,727	0.9007%
B513	F1	1,082	1,432	0.7468%
B514	D1	1,188	1,588	0.8282%
B515	D1	1,182	1,582	0.8250%
B516	F1	1,086	1,436	0.7489%
B517	C5	1,121	1,446	0.7541%
C101	E2	903	1,178	0.6143%
C102	A1	446	596	0.3108%
C103	B2	609	784	0.4089%
C104	B2	608	783	0.4083%
C105	E6	902	1,177	0.6138%
C106	C6	955	1,280	0.6675%
C107	E4	851	1,126	0.5872%
C108	E4	862	1,137	0.5930%

Unit Number	Unit Type	Square Footage	Points per unit	Voting and % Interest in Common Areas
C109	C6	956	1,281	0.6681%
C110	E3	843	1,093	0.5700%
C111	C4	1,051	1,401	0.7306%
C201	E2A	1,000	1,275	0.6649%
C202	C3A	1,121	1,471	0.7672%
C203	B1	589	764	0.3984%
C204	A1	446	596	0.3108%
C205	B1	590	765	0.3990%
C206	B2	609	784	0.4089%
C207	C7	1,010	1,310	0.6832%
C208	C7	1,010	1,310	0.6832%
C209	A1	451	601	0.3134%
C210	B2	608	783	0.4083%
C211	E4	851	1,126	0.5872%
C212	C6	955	1,280	0.6675%
C213	C6	956	1,281	0.6681%
C214	E4	862	1,137	0.5930%
C215	E3	843	1,093	0.5700%
C216	C4	1,051	1,401	0.7306%
C301	C3	1,083	1,433	0.7473%
C302	E2	904	1,179	0.6149%
C303	B1	589	764	0.3984%
C304	A1	446	596	0.3108%
C305	B1	590	765	0.3990%
C306	B2	609	784	0.4089%
C307	C7	1,010	1,310	0.6832%
C308	C7	1,010	1,310	0.6832%
C309	B2	608	783	0.4083%
C310	A1	451	601	0.3134%
C311	E4	851	1,126	0.5872%
C312	C6	955	1,280	0.6675%
C313	C6	956	1,281	0.6681%
C314	E4	862	1,137	0.5930%
C315	E3	843	1,093	0.5700%
C316	C4	1,051	1,401	0.7306%
C401	E3	841	1,091	0.5690%
C402	C4	1,051	1,401	0.7306%
C403	B1	590	765	0.3990%
C404	A1	446	596	0.3108%
C405	B1	590	765	0.3990%
C406	B2	609	784	0.4089%
C407	D4	1,225	1,600	0.8344%
C408	D4	1,225	1,600	0.8344%
C409	B2	608	783	0.4083%
C410	A1	451	601	0.3134%
C411	F1	1,082	1,432	0.7468%
C412	D1	1,192	1,592	0.8303%
C413	D1	1,193	1,593	0.8308%
C414	F1	1,098	1,448	0.7552%

<b>Unit Number</b>	<b>Unit Type</b>	<b>Square Footage</b>	<b>Points per unit</b>	<b>Voting and % Interest in Common Areas</b>
C415	C5	1,122	1,447	0.7546%
CG01	E5	904	1,179	0.6149%
CG02	A1	451	601	0.3134%
CG03	B2	615	790	0.4120%
CG04	B2	614	789	0.4115%
CG05	C6	957	1,282	0.6686%
CG06	E4	866	1,141	0.5951%
CG07	B3	845	1,020	0.5319%
Comm'l Unit 1: interior	N/A	36,038	18,019	9.3972%
Comm'l Unit 1: parking	N/A	51,624	18,068	9.4230%
TOTAL		206,723	191,748	100.0000%

00555290 Bk01300 Pg00172



**EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM FOR SUNDIAL LODGE  
AT  
THE CANYONS**

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(Bylaws)

See Attached

**00555290 Bk01300 P600173**

## BYLAWS

### SUNDIAL LODGE CONDOMINIUM OWNERS ASSOCIATION, INC.

The administration of **Sundial Lodge Condominium Owners Association, Inc.** ("Condominium Association") shall be governed by the Act, the Declaration, the Condominium Articles and these Condominium Bylaws. Terms that are capitalized in these Condominium Bylaws and which are not otherwise defined herein shall have the meaning set forth in the Declaration of Condominium for Sundial Lodge at The Canyons recorded in the Official Records of Summit County, Utah.

1. Application of Condominium Bylaws. All present and future Owners, Mortgagees, lessees and occupants of Commercial Units and Residential Units and their employees and guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Condominium Bylaws and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Commercial Unit or Residential Unit, or the occupancy of any Unit, shall constitute an agreement that the provisions of the Declaration and these Condominium Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

2. Condominium Management Committee.

2.1 The management and maintenance of the Project and the administration of the affairs of the Condominium Association shall be conducted by the Condominium Management Committee consisting of five (5) natural persons. The Condominium Management Committee shall be the Condominium Association's governing board. The first Condominium Management Committee shall be appointed by the Declarant, and shall serve until the first meeting of the Condominium Association, at which time an election of all the members of the Condominium Management Committee shall be conducted.

2.2 The Declaration establishes a period of Declarant control of the Condominium Association, during which period the Declarant or persons designated by it have authority to appoint and remove the officers and members of the Condominium Management Committee. The period of Declarant control shall terminate on the earlier of: (i) six years from and after the recording of the Declaration; or (ii) the last to occur of the conveyance of Units to which three-fourths of the undivided interest in the Common Areas and Facilities appertain or after all Additional Land has been added to the Project.

Not later than the termination of the period of Declarant control, the Owners shall elect a Condominium Management Committee of five (5) members, including at least one (1) from among the Commercial Owners. The members and officers of the Condominium Management Committee shall take office upon election. Thereafter, at every annual meeting, the Condominium Association shall elect the members of the Condominium Management Committee to fill those positions becoming vacant at such meeting. The Condominium Management Committee may, but shall not be obligated to, inquire of the Owners to identify

those having an interest in serving on the Condominium Management Committee. Nominations for positions on the Condominium Management Committee may be made by petition filed with the Secretary of the Condominium Association at least seven (7) days prior to the annual meeting of the Condominium Association, which petition shall be signed by ten (10) or more Owners and signed by the nominee named therein indicating his or her willingness to serve as a member of the Condominium Management Committee, if elected.

2.3 Voting for the Condominium Management Committee shall be by secret written ballot. At any meeting of the Condominium Association, each Owner, either in person or by proxy, shall be entitled to the number of votes set forth in Exhibit A to the Declaration for each Unit owned multiplied by the number of Condominium Management Committee seats to be filled. Each Owner may cumulate his or her votes with respect to the Units for which he or she is voting and cast all of them in favor of a single candidate, or distribute his or her votes among as many candidates as the Owner sees fit. The initial members of the Condominium Management Committee shall be the following persons and each shall hold the office indicated:

Blaise Carrig	President/Member
Bob Mceleney	Vice President/Member
Cory Williams	Secretary/Member
Glen Crowell	Treasurer/Member
Jeff Zogg	Member

2.4 Members of the Condominium Management Committee shall serve for terms of two (2) years beginning immediately upon their election by the Condominium Association; provided, however, that a majority of the members of the Condominium Management Committee elected at the first annual meeting following the termination of Declarant control shall serve for initial terms of one (1) year and the balance shall serve for initial terms of two (2) years. Thereafter, all members of the Condominium Management Committee elected shall serve for two-year terms. The members of the Condominium Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the Condominium Management Committee who fails to attend three consecutive Condominium Management Committee meetings or fails to attend at least 25% of the Condominium Management Committee meetings held during any fiscal year shall be deemed to have tendered his resignation, and upon acceptance by the Condominium Management Committee his position shall be vacant.

2.5 Any member of the Condominium Management Committee may resign at any time by giving written notice to the President of the Condominium Association or to the remaining Condominium Management Committee members. The sale of any such member's Unit or Units resulting in that member no longer owning a Unit in the Project shall constitute a resignation from the Condominium Management Committee. The Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Condominium Management Committee with or without

cause, other than a member appointed by Declarant during the period of Declarant control. However, a Condominium Management Committee member elected solely by the votes of the Owners may only be removed prior to the expiration of his or her term of office by a vote of two-thirds of the voting power residing in the Owners.

2.6 If vacancies shall occur in the Condominium Management Committee by reason of the death or resignation of a Condominium Management Committee member, the Condominium Management Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Condominium Management Committee members then in office, though less than a quorum. Any vacancy in the Condominium Management Committee occurring by reason of removal of a Condominium Management Committee member by the Owners may be filled by election at the meeting at which such Condominium Management Committee member is removed or any subsequent regular or special meeting of the Condominium Association.

2.7 The members of the Condominium Management Committee shall receive no compensation for their services unless expressly approved by the vote or written assent of a majority of the voting power residing in Owners; provided, however, that members of the Condominium Management Committee shall be reimbursed by the Condominium Association for transportation expenses (including without limitation coach airfare and mid-sized car rental) actually incurred by the member and a reasonable per diem payment for attendance at regular and special meetings of the Condominium Management Committee. Any member of the Condominium Management Committee may be employed by the Condominium Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all members of the Condominium Management Committee not including the member to be employed.

2.8 The Condominium Management Committee, for the benefit of the Project and the Condominium Association, shall manage the business, property and affairs of the Project and the Condominium Association and enforce the provisions of the Declaration, these Condominium Bylaws and the rules and regulations governing the Project. The Condominium Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective 30 days after adoption by the Condominium Management Committee. The Condominium Management Committee shall have the powers, duties and responsibilities with respect to the Project as contained in the Act, the Utah Nonprofit Corporation and Co-operative Association Act, the Declaration, the Condominium Articles and these Condominium Bylaws.

2.9 The meetings of the Condominium Management Committee shall be held at least once each calendar quarter at such times and places within the Project, or some other reasonable and suitable location in Summit County, unless a meeting at another location would significantly reduce the cost to the Condominium Association and/or the inconvenience to Condominium Management Committee members, as the Condominium Management Committee shall determine. A majority of the Condominium Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Condominium Management Committee. The Condominium Management Committee shall annually elect all of the officers of the Condominium Association. The election of officers shall

be conducted at the first meeting of the Condominium Management Committee held subsequent to the annual meeting of the Condominium Association.

2.10 Written notice of the time and place of Condominium Management Committee meetings shall be posted at a prominent place or places within the Project not less than four (4) days prior to the meeting.

2.11 Special meetings of the Condominium Management Committee may be called by written notice signed by any two members of the Condominium Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Summit County unless a meeting at another location would significantly reduce the cost to the Condominium Association and/or inconvenience to the members of the Condominium Management Committee. Written notice of any special meeting shall be posted in a manner prescribed for notice of regular meetings of the Condominium Management Committee and shall be sent to all members of the Condominium Management Committee not less than 48 hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any member signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

2.12 Notices of all regular Condominium Management Committee meetings shall be given in writing to each member of the Condominium Management Committee not less than 30 days prior to the meeting, provided that this requirement shall not apply to any member of the Condominium Management Committee who has signed a waiver of notice or a written consent to the holding of a meeting.

2.13 Regular and special meetings of the Condominium Management Committee shall be open to all members of the Condominium Association; provided, however, that the Condominium Association members who are not on the Condominium Management Committee may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Condominium Management Committee. The Condominium Management Committee may, with the approval of a majority of a quorum of its members, adjourn the meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Condominium Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

2.14 Any action that is required or permitted to be taken at a meeting of the Condominium Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Condominium Management Committee members, and an explanation of the action so taken is posted at a prominent place or places within the Project within three (3) days after the written consent of all Condominium Management Committee members has been obtained.

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2.15 After the election of the members of the first Condominium Management Committee following termination of Declarant control of the Condominium Association, Declarant shall execute, acknowledge and record an affidavit stating the names of the members of the newly elected Condominium Management Committee. Thereafter, any two (2) persons who are designated of record as being members of the most recent Condominium Management Committee, whether or not they shall still be members, may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Condominium Management Committee. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Condominium Management Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

2.16 The Condominium Association's fiscal year shall be determined by the Condominium Management Committee.

2.17 Minutes of each Condominium Management Committee meeting shall be distributed or otherwise made available to all Owners.

2.18 When a member of the Condominium Management Committee is sued for liability for actions undertaken in his role as a member of the Condominium Management Committee, the Condominium Association shall indemnify him for his losses or claims, and undertake all costs of defense, until and unless it is proven that he acted with willful or wanton misfeasance or with gross negligence. After such proof the Condominium Association is no longer liable for the cost of defense, and may recover costs already expended from the member of the Condominium Management Committee who so acted. Members of the Condominium Management Committee are not personally liable to the victim of crimes occurring at the Project. Punitive damages may not be recovered against the Condominium Association.

2.19 An officer, employee, agent or director of a corporate Owner of a Unit, a trustee or designated beneficiary of a trust that owns a Unit, a partner of a partnership that owns a Unit, and a fiduciary of an estate that owns a Unit may be considered an Owner for the purpose of determining eligibility for membership of the Condominium Management Committee. In all events where the person serving or offering to serve as an officer or member of the Condominium Management Committee is not the record Owner, they shall file proof of authority in the records of the Condominium Association.

2.20 The Condominium Management Committee or the officers appointed thereby may delegate to the Manager, or such other persons as it so determines, all of the duties and obligations of the Condominium Management Committee set forth herein and in the Declaration to the extent such duties and obligations are properly delegable.

### 3. Meetings of the Condominium Association.

3.1 The first meeting of the Condominium Association members shall be held within (6) six months after the closing of the sale of the first Residential Unit sold in the Project. Thereafter, there shall be an annual meeting of the Condominium Association at a reasonable place in the Project or at a meeting place as close thereto as reasonably possible, and at a

reasonable time as may be designated by written notice by the Condominium Management Committee. Notice of the annual meeting shall be delivered to the Owners by first-class mail not less than ten (10) days prior to the date set for said meeting and shall specify the place, day and hour of the meeting and a brief statement of the matters on the agenda which the Condominium Management Committee intends to present or believes others will present for action by the members. The statement shall include the name, address and a brief biographical sketch, if available, of each person who will stand for election to the Condominium Management Committee.

3.2 Special meetings of the Condominium Association members may be called by the Declarant, the President, a majority of the Condominium Management Committee, or Owners representing at least twenty five percent (25%) or more of the Total Votes of the Condominium Association and may be held at a reasonable place in the Project or at a meeting place as close thereto as reasonably possible, to consider matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by the Declarant, the President, a majority of the Condominium Management Committee or by Owners representing at least twenty five percent (25%) or more of the Total Votes of the Condominium Association, which shall be hand delivered or sent prepaid by United States mail, not less than thirty (30) nor more than ninety (90) days prior to the date fixed for said meeting, to each Owner at such Owner's address as shown in the records of the Condominium Association or to any other mailing address designated in writing by the Owner. Such notice shall specify the place, day and hour of the meeting and a brief statement of the items on the agenda, including the general nature of any proposed amendment to the Declaration or Condominium Bylaws, any budgetary changes and any proposal to remove an officer or member of the Condominium Management Committee.

3.3 The presence in person or by proxy of Owners holding 25% or more of the Total Votes of the Condominium Association at any meeting of the Condominium Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at a Condominium Association meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall also be 25% or more of the Total Votes of the Condominium Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings of the Condominium Association. At any special meeting of the Condominium Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. Unless otherwise expressly provided in the Act, the Declaration and these Condominium Bylaws, any action may be taken at any meeting of the Owners at which a quorum is present upon a majority vote of the Owners who are present in person or by proxy.

3.4 Robert's Rules of order (latest edition) shall govern the conduct of the Condominium Association's meeting when not in conflict with the Declaration or these Condominium Bylaws.

3.5 Any action that may be taken at any regular or special meeting of the Condominium Association may be taken without a meeting if the following requirements are met:

3.5.1 A written ballot is distributed to every Owner entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Owner to return the ballot to the Condominium Association.

3.5.2 The written ballot is signed by all of the members of the Condominium Association who are entitled to vote on the subject matter thereof.

3.6 At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy. For any Commercial Units or Residential Units owned by more than one Owner, all of the Owners of such Unit may sign a certificate designating one of the co-Owners as the Owner authorized to cast the votes appurtenant to such Unit. In such event the Condominium Management Committee may rely on such certificate as being sufficient evidence of the authority of the Owner casting the votes appurtenant to such Unit. In the absence of such a certificate, if only one of several Owners of a Commercial Unit or Residential Unit is present at a meeting of the Condominium Association, that Owner is entitled to cast all the votes allocated to that Unit. If more than one of the Owners of a Commercial Unit or Residential Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of such Owners. Absent a certificate of authorization, there shall be deemed to be majority agreement if any one of the Owners casts the votes allocated to the Unit owned without protest made promptly to the person presiding over the meeting by any of the other Owners of such Unit. The right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by its attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act shall be delivered at the beginning of the meeting to the secretary of the Condominium Association, or such other officer or person who may be acting as the secretary at the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Condominium Association. Actual notice includes the Condominium Association's receipt of one or more proxies signed by the same Owner. In such event, the proxy with the latest date shall be accepted. A proxy is void if it is not dated or purports to be revocable without notice. Proxies received by facsimile transmission are valid if they meet all other requirements under this section.

3.7 Minutes of the annual and special meetings of the Condominium Association shall be distributed to each member within sixty (60) days after the meeting.

#### 4. Officers.

4.1 All officers and employees of the Condominium Association shall serve at the will of the Condominium Management Committee. The officers shall be a President, Secretary and Treasurer. The offices of Secretary and Treasurer may be combined in the discretion of the Condominium Management Committee. The Condominium Management



Committee may appoint Vice Presidents and such other assistant officers as the Condominium Management Committee may deem necessary. No officer shall be required to be an Owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Condominium Management Committee and may be removed and replaced by the Condominium Management Committee. The Condominium Management Committee shall require that officers (and other employees of the Condominium Association) be subject to fidelity bond coverage.

4.2 The President shall be the chief executive of the Condominium Management Committee and shall preside at all meetings of the Condominium Association and of the Condominium Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. He shall sign, and the Secretary shall witness on behalf of the Condominium Association, all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the Condominium Management Committee may require.

4.3 The Vice President, if any, shall perform the functions of the President in his absence or inability to serve.

4.4 The Secretary shall keep minutes of all proceedings of the Condominium Management Committee and of the meetings of the Condominium Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Condominium Management Committee.

4.5 The Treasurer shall be responsible for the fiscal affairs of the Condominium Association, but may delegate the daily handling of funds and the keeping of records to the Manager. If there are no Vice Presidents and the President is absent or unable to serve, then the Treasurer shall perform the functions of the President.

4.6 Any officer may prepare, execute, certify and record properly adopted amendments to the Declaration on behalf of the Condominium Association.

5. Common Expenses: Assessments.

5.1 All Common Expenses shall be made in accordance with the Declaration.

5.2 No Owner shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of any of the Project or by abandonment of his Unit.

5.3 The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours. In accordance with the actions of the Condominium Management Committee in assessing Common Expenses against the Units, the Treasurer shall keep an accurate record of such assessments and of the payments thereof by each Owner.

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5.4 All assessments shall be a separate, distinct and personal liability of the Owners at the time each assessment is made. The Condominium Management Committee shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of assessments.

5.5 Any person who shall have entered into a written agreement to purchase a Unit, by written request directed to the Condominium Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly annual or other periodic assessment and the amount of unpaid assessments charged against such Unit and its Owner(s), and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former Owner shall remain so liable for the excess. Any such excess which cannot be promptly collected from the former Owner grantor shall be reassessed by the Condominium Management Committee as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Unit, his successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Condominium Management Committee for which the assessment is made relate in whole or in part to any period prior to that date. The Condominium Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.6 In addition to the statements issuable to purchasers, the Condominium Management Committee shall, upon ten (10) days' prior written request therefor, provide to any Owner, to any person who shall have entered into a binding agreement to purchase a Unit and to any Mortgagee, on request at reasonable intervals a current statement of unpaid assessments for Common Expenses with respect to a Unit. The Condominium Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.7 In all cases where all or part of any assessments for Common Expenses and capital contributions and for any expenses of and advances by the Condominium Management Committee cannot be promptly collected from the persons or entities liable therefor under the Declaration or these Bylaws, the Condominium Management Committee shall reassess the same as a Common Expense without prejudice to its right of collection against such persons or entities, or without prejudice to its lien for such assessments.

5.8 The Condominium Management Committee shall annually distribute within sixty (60) days prior to the beginning of the fiscal year a statement of the Condominium Association's policies and practices in enforcing its remedies against Owners for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against Owners' interests in the Project.

## 6. Litigation.

6.1 If any action is brought by a member of the Condominium Management Committee on behalf of the Condominium Association, the expenses of suit, including reasonable attorneys' fees and costs, shall be a Common Expense. Except as otherwise provided,

if any action is brought against the Owners or against the Condominium Management Committee or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees and costs, shall be a Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

6.2 Except as otherwise provided by the Act, any action brought against the Condominium Association, the Condominium Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Condominium Management Committee, and shall be defended by the Condominium Management Committee; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Condominium Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Condominium Management Committee, and shall be defended by such Owners.

7. Abatement and Enjoinment of Violations by Owners.

7.1 The violation of any rules or regulations adopted by the Condominium Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Condominium Management Committee the right, in addition to any other rights set forth in these Condominium Bylaws:

7.1.1 To enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Condominium Committee shall not thereby be deemed guilty in any manner of trespass; and/or

7.1.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7.2 These remedies are cumulative to other remedies provided in the Declaration and these Condominium Bylaws, the Act or in any other applicable laws.

8. Accounting.

8.1 The books and accounts of the Condominium Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

8.2 A budget for each fiscal year consisting of at least the following information shall be adopted by the Condominium Management Committee and distributed to all members of the Condominium Association not less than 45 days and not more than 60 days prior to the beginning of the fiscal year to which the budget applies:

8.2.1 Estimated revenue and expenses on an accrual basis.

8.2.2 The amount of the total cash reserves of the Condominium Association currently available for replacement or major repair of the Furnishings and the Common Areas and Facilities of the Project and for contingencies.

8.2.3 An itemized estimate of the current replacement costs of, and the estimated remaining life of, and the methods of funding to defray the costs of future repair, replacement or additions to the Furnishings and to major components of the Common Areas and Facilities for which the Condominium Association is responsible.

8.2.4 A general statement setting forth the procedures used by the Condominium Management Committee in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Areas and Facilities for which the Condominium Association is responsible.

8.3 Unless the Condominium Association, by a majority of the Total Votes of the Condominium Association at the meeting of the Condominium Association held after distribution of the proposed budget, rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Condominium Management Committee.

8.4 Within sixty (60) days after the "Accounting Date", which is the Last day of the month closest in time to six (6) months from the date of closing of the first Residential Unit sold, the Condominium Management Committee shall distribute to the Owners: (i) a balance sheet as of the "Accounting Date", and (ii) an operating statement for the period from the date of the first closing to the Accounting Date. This operating statement shall include a schedule of assessments received and receivable, identified by Unit and the name of the person or entity assessed.

8.5 The Condominium Management Committee shall distribute to the Owners an annual report, consisting of the following, within one hundred twenty (120) days after the close of each fiscal year:

- (a) A balance sheet as of the end of the fiscal year.
- (b) An operating (income) statement for the fiscal year.
- (c) A statement of changes in financial position for the fiscal year.
- (d) For any fiscal year in which the gross income to the Condominium Association exceeds \$75,000.00, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a certified public accountant licensed by the State of Utah.
- (e) Any other disclosures required by applicable state law.

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The annual report referred to in this Section 8.5 shall be prepared by an independent accountant for any fiscal year in which gross income to the Condominium Association from assessments and other sources exceeds \$75,000.00. If the annual report referred to in this Section 8.5 is not prepared by an officer of the Condominium Association, then it shall be accompanied by a certificate of the person preparing the report that the statements were prepared from the books and records of the Condominium Association without independent audit or review.

8.6 The Condominium Management Committee (or the Manager, if so delegated by the Condominium Management Committee) shall do the following not less frequently than quarterly:

(a) Cause a current reconciliation of the Condominium Association's operating accounts to be made and review the same.

(b) Cause a current reconciliation of the Condominium Association's reserve accounts to be made and review the same.

(c) Review the current year's actual reserve revenues and expenses compared to the current year's budget.

(d) Review the most current account statements prepared by the financial institution where the Condominium Association has its operating and reserve accounts.

(e) Review an income and expense statement for the Condominium Association's operating and reserve accounts.

8.7 The membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings of the Condominium Association, of the Condominium Management Committee and of committees of the Condominium Management Committee and all other records of the Project maintained by the Condominium Association, Manager or managing company shall be made available for inspection and copying by any member of the Condominium Association or his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as an Owner, at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner along with the fee prescribed by the Condominium Management Committee to defray the costs of reproduction, the manager or other custodian of records of the Condominium Association shall prepare and transmit to the Owner a copy of any and all records requested. The Condominium Association may, as a condition to permitting an Owner to inspect the membership register or to its furnishing information from the register, require that the Owner agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Condominium Association and the Owner's interest in the Condominium Association. The Condominium Management Committee shall establish reasonable rules with respect to:

8.7.1 Notice to be given to the custodian of the records by the Owner desiring to make the inspection or obtain copies;

8.7.2 Hours and days of the week when such an inspection may be made;

8.7.3 Payment of the cost of reproducing copies of documents requested by an Owner.

Every member of the Condominium Management Committee shall have the absolute right at any time to inspect all books, records and documents of the Condominium Association and to inspect all real and personal properties owned or controlled by the Condominium Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Condominium Association to require that the Condominium Management Committee member agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Condominium Association and the Condominium Management Committee member's interest in such Condominium Association.

9. Special Committees. The Condominium Management Committee by resolution may designate one or more special committees, each committee to consist of two (2) or more of the members of the Condominium Management Committee, which to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Condominium Management Committee. All special committees shall keep regular minutes of their proceedings and report the same to the Condominium Management Committee when required. The members of such special committee or committees designated shall be appointed by the Condominium Management Committee or the President. The Condominium Management Committee or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

10. Rental or Lease of Commercial and Residential Units by Owners.

10.1 Any Owner who rents or leases his Commercial or Residential Unit other than through the voluntary Rental Management Program administered by the Declarant shall file with the Condominium Management Committee or Manager a copy of the rental or lease agreement. The provisions of Section 7 of these Condominium Bylaws shall apply with equal force to renters or lessees of Units.

10.2 Any Owner who rents or leases or otherwise permits any other person to utilize his Unit shall be responsible for the conduct of his tenants or occupants, and upon written notice from the Condominium Management Committee or the Manager, said Owner shall be responsible for correcting violations of the Declaration, Condominium Bylaws or rules and regulations committed by such tenants or occupants.

10.3 If an Owner fails to correct violations by tenants within 72 hours of such notice, the Condominium Management Committee or Manager shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to fees and costs paid to third

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parties, to be assessed to the Owner and payable within 30 days of assessment. Such costs shall be collected and enforced in the same manner as Common Expenses under the Declaration.

10.4 The power of the Condominium Management Committee or Manager hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing or otherwise permitting any other person to utilize his Unit shall be deemed to have consented to these procedures and shall indemnify and save harmless the Condominium Management Committee and the Manager from and against any and all liability therefor. It is expressly understood that the remedies available to the Condominium Management Committee or Manager shall include but not be limited to the right to seek eviction of the tenant without any liability to the Owner.

11. Amendment of Condominium Bylaws. Except as otherwise provided in the Act, the Declaration or these Condominium Bylaws, the Condominium Bylaws may be amended by the vote or written assent of Owners holding a majority of the Total Votes of the Condominium Association. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Condominium Management Committee shall acknowledge the amended Condominium Bylaws, setting forth the fact of the required affirmative vote of the Owners, and the amendment shall be effective upon recording. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then existing statutes, regulations or other requirements of the Utah Department of Commerce — Real Estate Division or any other federal, state or local regulatory authority affecting the Project.

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

13. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Condominium Bylaws nor the intent of any provision hereof.

14. Effective Date. These Condominium Bylaws shall take effect upon adoption by the Condominium Management Committee.

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

16. Arbitration. Any unresolved dispute, disagreement or controversy between Declarant and the Condominium Association shall at the request of either party be submitted to an arbitration board of at least three members with one chosen by the Condominium Association, the other by the Declarant and a third by the other two arbitrators so chosen. The arbitrators shall act in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. The decision of the majority of such arbitrators shall be

binding on the Condominium Association and the Declarant. Such decisions shall include the awarding of costs, including reasonable attorneys fees, as the arbitrators shall determine. The decision of the arbitrators shall be judicially enforceable as a judgment.

17. Payment of Assessment. No Residential Owner shall be permitted to convey, hypothecate, sell, or lease his Residential Unit unless and until he shall have paid in full to the Condominium Management Committee all unpaid common charges assessed by the Condominium Management Committee against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages and mortgages made by Declarant.

Adopted this 13<sup>th</sup> day of December, 1999.

  
Cory R. Williams, Secretary

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**EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM FOR SUNDIAL LODGE  
AT  
THE CANYONS**

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(Reduced Copy of Map)

THE REDUCED COPIES OF THE RECORD OF SURVEY MAP ATTACHED AS EXHIBIT C ARE INCLUDED HEREIN ONLY FOR THE CONVENIENCE OF THE READER OF THIS DECLARATION. ALL REFERENCES TO THE "MAP" CONTAINED IN THE DECLARATION ARE REFERENCES TO THE FULL SIZED RECORD OF SURVEY MAP RECORDED, TOGETHER WITH THIS DECLARATION, IN THE OFFICE OF THE RECORDER FOR SUMMIT COUNTY, AND NOT TO THESE REDUCTION COPIES.



RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 AT THE CANYONS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE COUNTY OF SUMMIT AND FILED  
 AT THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE COUNTY OF SUMMIT, UTAH, JUNE 3, 1988.  
 PREPARED AND SUBMITTED TO THE CLERK OF THE DISTRICT COURT OF THE COUNTY OF SUMMIT, UTAH, BY THE SURVEYOR, JAMES W. HARRIS, JR., REGISTERED PROFESSIONAL SURVEYOR, LICENSE NO. 1000.

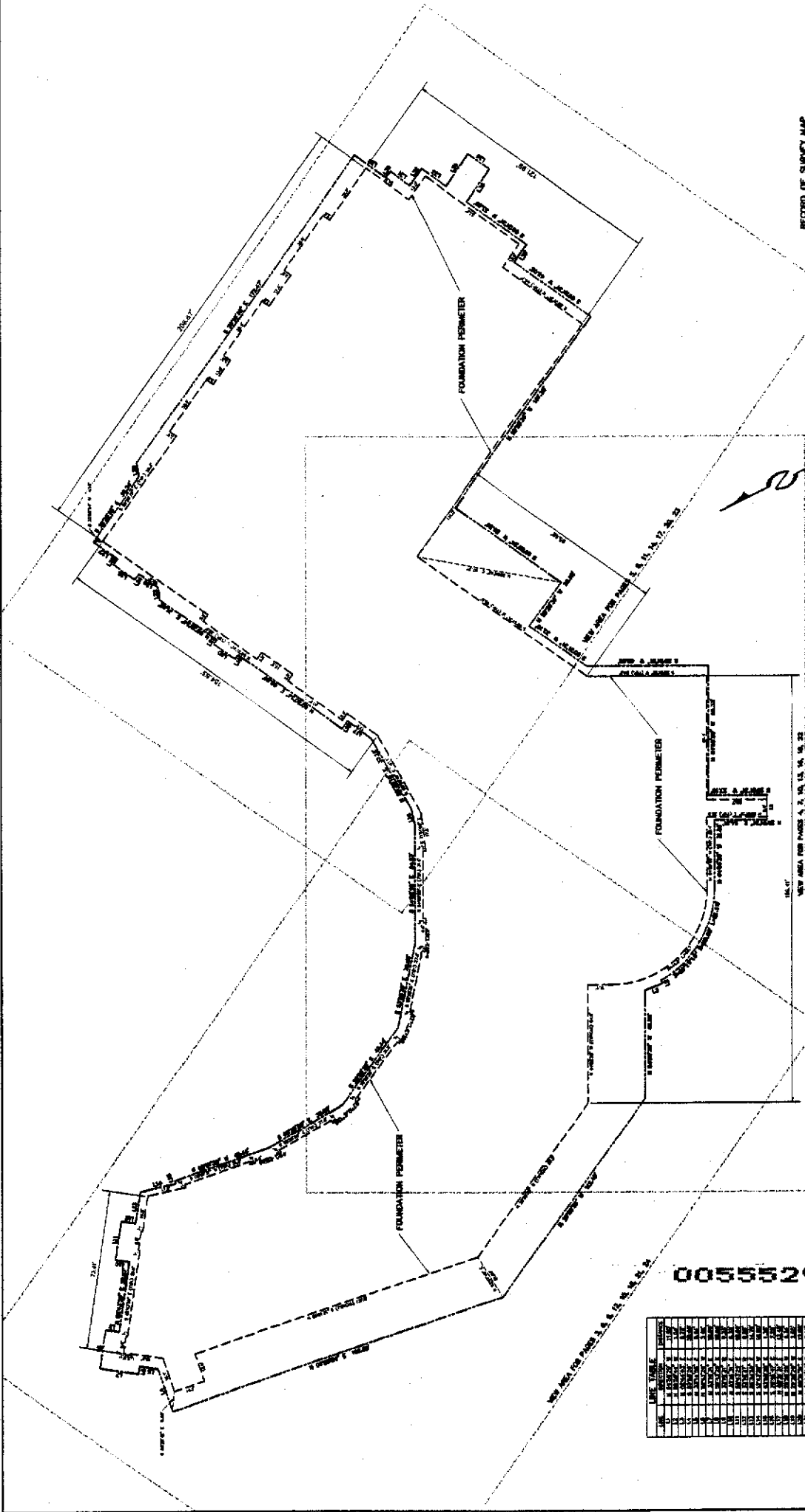
SHEET 2 OF 28

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED  
 AT THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE COUNTY OF SUMMIT, UTAH, JUNE 3, 1988.  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SEE RECORDER

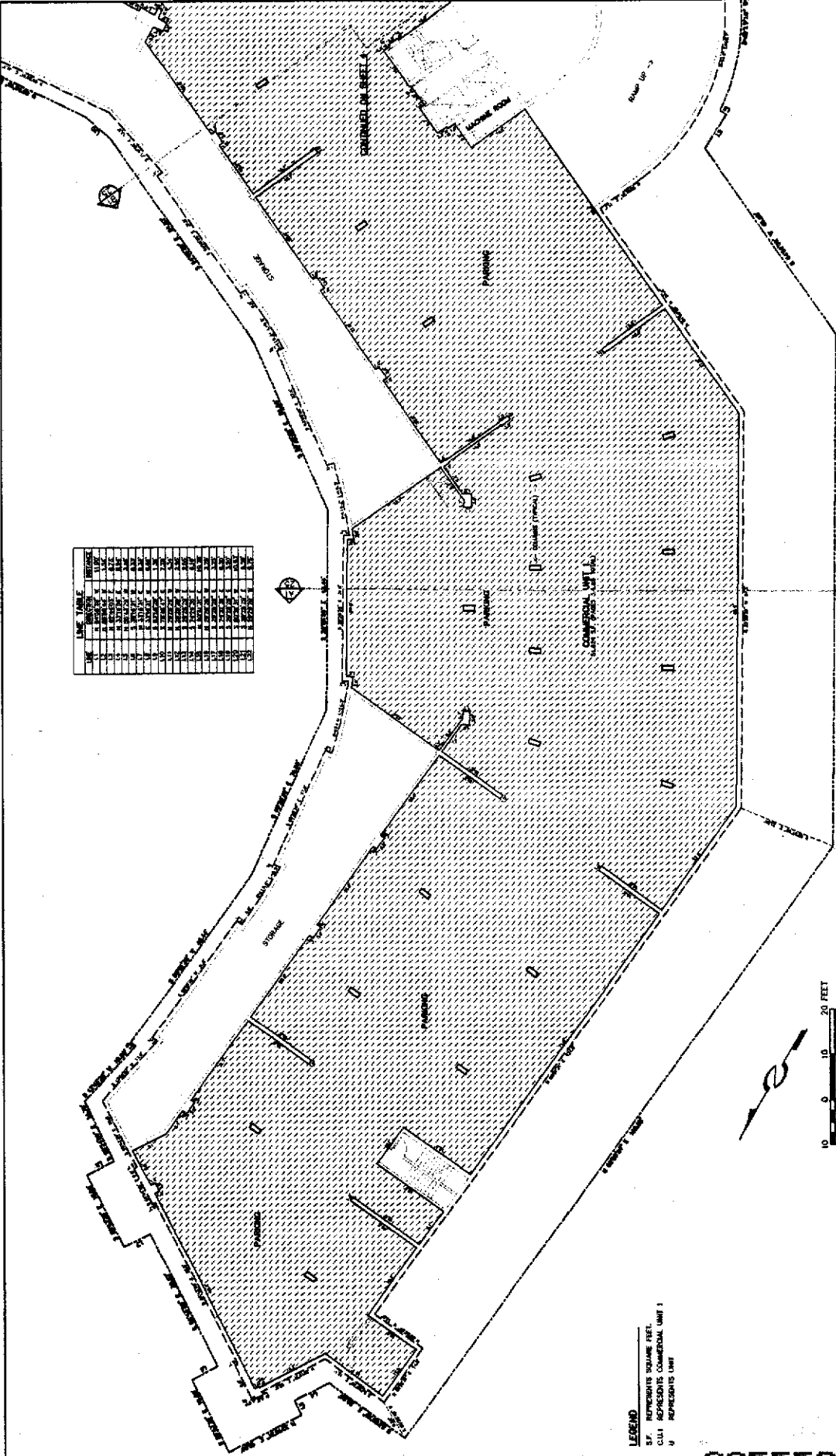
JOB NO. 7-9-88 SURVEYOR J.W.H.



FOUNDATION PERIMETER

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LINE	TYPE	DESCRIPTION	BEARING	DISTANCE	AREA	PERIMETER
1	1	...	...	...	...	...
2	1	...	...	...	...	...
3	1	...	...	...	...	...
4	1	...	...	...	...	...
5	1	...	...	...	...	...
6	1	...	...	...	...	...
7	1	...	...	...	...	...
8	1	...	...	...	...	...
9	1	...	...	...	...	...
10	1	...	...	...	...	...
11	1	...	...	...	...	...
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85	1	...	...	...	...	...
86	1	...	...	...	...	...
87	1	...	...	...	...	...
88	1	...	...	...	...	...
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91	1	...	...	...	...	...
92	1	...	...	...	...	...
93	1	...	...	...	...	...
94	1	...	...	...	...	...
95	1	...	...	...	...	...
96	1	...	...	...	...	...
97	1	...	...	...	...	...
98	1	...	...	...	...	...
99	1	...	...	...	...	...
100	1	...	...	...	...	...



UNIT	SQ. FT.	UNIT	SQ. FT.
101	1,200	101	1,200
102	1,200	102	1,200
103	1,200	103	1,200
104	1,200	104	1,200
105	1,200	105	1,200
106	1,200	106	1,200
107	1,200	107	1,200
108	1,200	108	1,200
109	1,200	109	1,200
110	1,200	110	1,200
111	1,200	111	1,200
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195	1,200	195	1,200
196	1,200	196	1,200
197	1,200	197	1,200
198	1,200	198	1,200
199	1,200	199	1,200
200	1,200	200	1,200

RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 AT THE GANTONS

A UTAH CONDOMINIUM PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 3 EAST,  
 SOUTHERN PLAINS MERIDIAN, SALT LAKE COUNTY, UTAH.  
 Recorded concurrently herewith is the Declaration of Condominium for Sundial Lodge of the Corporation.

SHEET 3 OF 28

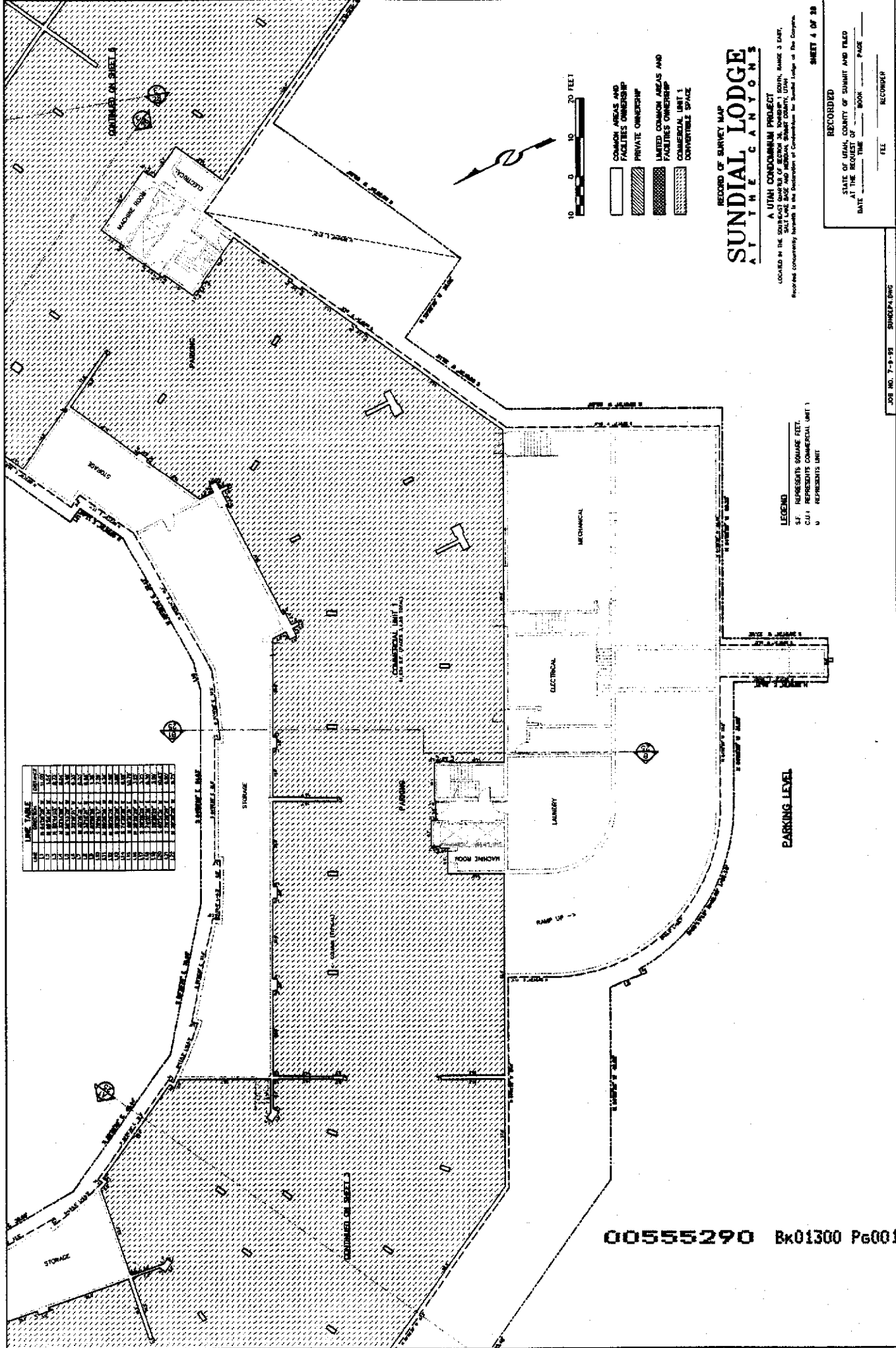
RECORDED  
 STATE OF UTAH, COUNTY OF SUMMIT AND FILED  
 AT THE REQUEST OF \_\_\_\_\_  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 FEE \_\_\_\_\_ RECORDER \_\_\_\_\_

CON. NO. 7-3-88 SHARPS DWG

LEGEND  
 SF REPRESENTS SQUARE FEET.  
 CU1 REPRESENTS COMMERCIAL UNIT 1  
 U REPRESENTS UNIT

- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1
- CONVERTIBLE SPACE

00555290 Bk01300 Pg00192

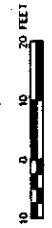


UNIT NO.	AREA (SQ. FT.)	COMMON AREA (SQ. FT.)	TOTAL (SQ. FT.)
101	1,200	100	1,300
102	1,200	100	1,300
103	1,200	100	1,300
104	1,200	100	1,300
105	1,200	100	1,300
106	1,200	100	1,300
107	1,200	100	1,300
108	1,200	100	1,300
109	1,200	100	1,300
110	1,200	100	1,300
111	1,200	100	1,300
112	1,200	100	1,300
113	1,200	100	1,300
114	1,200	100	1,300
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117	1,200	100	1,300
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120	1,200	100	1,300
121	1,200	100	1,300
122	1,200	100	1,300
123	1,200	100	1,300
124	1,200	100	1,300
125	1,200	100	1,300
126	1,200	100	1,300
127	1,200	100	1,300
128	1,200	100	1,300
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130	1,200	100	1,300
131	1,200	100	1,300
132	1,200	100	1,300
133	1,200	100	1,300
134	1,200	100	1,300
135	1,200	100	1,300
136	1,200	100	1,300
137	1,200	100	1,300
138	1,200	100	1,300
139	1,200	100	1,300
140	1,200	100	1,300
141	1,200	100	1,300
142	1,200	100	1,300
143	1,200	100	1,300
144	1,200	100	1,300
145	1,200	100	1,300
146	1,200	100	1,300
147	1,200	100	1,300
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174	1,200	100	1,300
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177	1,200	100	1,300
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186	1,200	100	1,300
187	1,200	100	1,300
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189	1,200	100	1,300
190	1,200	100	1,300
191	1,200	100	1,300
192	1,200	100	1,300
193	1,200	100	1,300
194	1,200	100	1,300
195	1,200	100	1,300
196	1,200	100	1,300
197	1,200	100	1,300
198	1,200	100	1,300
199	1,200	100	1,300
200	1,200	100	1,300

RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 AT TIMPANI CANYONS

A UTAH CONDOMINIUM PROJECT  
 LOCATED IN THE DISTRICT COUNTY OF SUMMIT, STATE OF UTAH,  
 BEING MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT OF CONVEYANCE  
 RECORDED CONSECUTIVELY HEREIN IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE COUNTY OF SUMMIT, UTAH.

- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1
- CONVERTIBLE SPACE

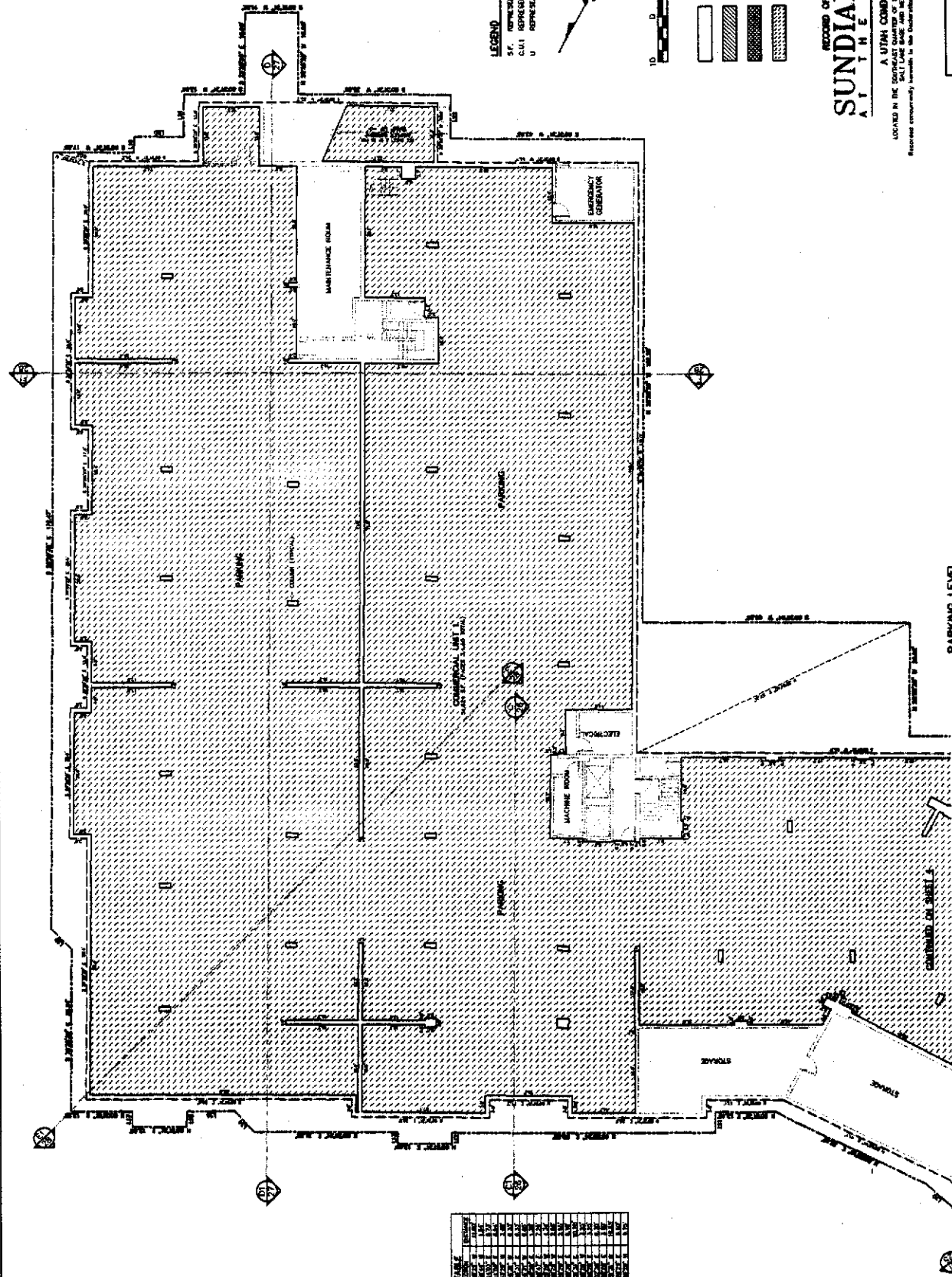


LEGEND  
 S.F. REPRESENTS SQUARE FEET.  
 C.U.1 REPRESENTS COMMERCIAL UNIT 1.  
 U. REPRESENTS UNIT.

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 STATE OF UTAH, COUNTY OF SUMMIT AND FILED  
 AT THE REQUEST OF \_\_\_\_\_  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
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JOB NO. 7-9-93 2004P4.DWG

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**LEGEND**  
 U. UNIT  
 C. COMMON AREAS AND FACILITIES  
 U. REPRESENTS UNIT



- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1
- CONVERTIBLE SPACE

**RECORD OF SURVEY MAP**  
**SUNDIAL LODGE**  
 AT THE PINE CANYONS

A UTAH CONDOMINIUM PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 3 EAST,  
 SALT LAKE COUNTY, UTAH. THE PROJECT IS A DEVELOPMENT OF 100 UNITS OF CONDOMINIUMS TO BE BUILT ON THE  
 RESERVE ACQUISITION RIGHTS IN THE DEVELOPMENT OF CONDOMINIUMS FOR SUNDIAL LODGE AT THE CANYONS.

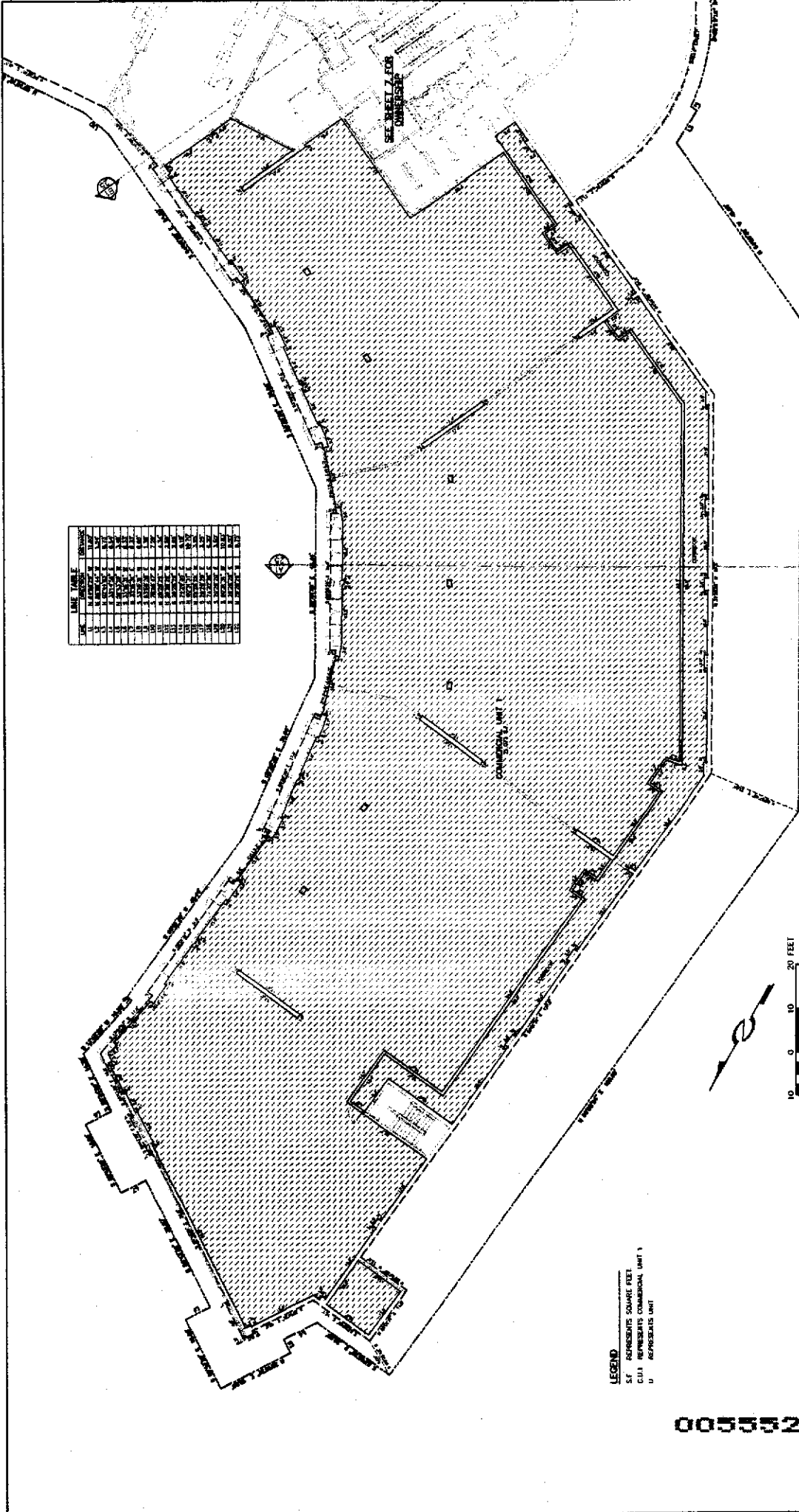
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LINE	TABLE	DESCRIPTION
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2	2	...
3	3	...
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5	5	...
6	6	...
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9	9	...
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12	12	...
13	13	...
14	14	...
15	15	...
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18	18	...
19	19	...
20	20	...
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22	22	...
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37	37	...
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45	45	...
46	46	...
47	47	...
48	48	...
49	49	...
50	50	...

00555290 Bk01300 Pg00194

JOB NO. 7-3-18 SUNDIAL LODGE

SHEET 3 OF 28



LINE	TYPE	DESCRIPTION
1	1	1/4" = 1' SCALE
2	2	1/4" = 1' SCALE
3	3	1/4" = 1' SCALE
4	4	1/4" = 1' SCALE
5	5	1/4" = 1' SCALE
6	6	1/4" = 1' SCALE
7	7	1/4" = 1' SCALE
8	8	1/4" = 1' SCALE
9	9	1/4" = 1' SCALE
10	10	1/4" = 1' SCALE
11	11	1/4" = 1' SCALE
12	12	1/4" = 1' SCALE
13	13	1/4" = 1' SCALE
14	14	1/4" = 1' SCALE
15	15	1/4" = 1' SCALE
16	16	1/4" = 1' SCALE
17	17	1/4" = 1' SCALE
18	18	1/4" = 1' SCALE
19	19	1/4" = 1' SCALE
20	20	1/4" = 1' SCALE
21	21	1/4" = 1' SCALE
22	22	1/4" = 1' SCALE
23	23	1/4" = 1' SCALE
24	24	1/4" = 1' SCALE
25	25	1/4" = 1' SCALE
26	26	1/4" = 1' SCALE
27	27	1/4" = 1' SCALE
28	28	1/4" = 1' SCALE
29	29	1/4" = 1' SCALE
30	30	1/4" = 1' SCALE
31	31	1/4" = 1' SCALE
32	32	1/4" = 1' SCALE
33	33	1/4" = 1' SCALE
34	34	1/4" = 1' SCALE
35	35	1/4" = 1' SCALE
36	36	1/4" = 1' SCALE
37	37	1/4" = 1' SCALE
38	38	1/4" = 1' SCALE
39	39	1/4" = 1' SCALE
40	40	1/4" = 1' SCALE
41	41	1/4" = 1' SCALE
42	42	1/4" = 1' SCALE
43	43	1/4" = 1' SCALE
44	44	1/4" = 1' SCALE
45	45	1/4" = 1' SCALE
46	46	1/4" = 1' SCALE
47	47	1/4" = 1' SCALE
48	48	1/4" = 1' SCALE
49	49	1/4" = 1' SCALE
50	50	1/4" = 1' SCALE
51	51	1/4" = 1' SCALE
52	52	1/4" = 1' SCALE
53	53	1/4" = 1' SCALE
54	54	1/4" = 1' SCALE
55	55	1/4" = 1' SCALE
56	56	1/4" = 1' SCALE
57	57	1/4" = 1' SCALE
58	58	1/4" = 1' SCALE
59	59	1/4" = 1' SCALE
60	60	1/4" = 1' SCALE
61	61	1/4" = 1' SCALE
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63	63	1/4" = 1' SCALE
64	64	1/4" = 1' SCALE
65	65	1/4" = 1' SCALE
66	66	1/4" = 1' SCALE
67	67	1/4" = 1' SCALE
68	68	1/4" = 1' SCALE
69	69	1/4" = 1' SCALE
70	70	1/4" = 1' SCALE
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72	72	1/4" = 1' SCALE
73	73	1/4" = 1' SCALE
74	74	1/4" = 1' SCALE
75	75	1/4" = 1' SCALE
76	76	1/4" = 1' SCALE
77	77	1/4" = 1' SCALE
78	78	1/4" = 1' SCALE
79	79	1/4" = 1' SCALE
80	80	1/4" = 1' SCALE
81	81	1/4" = 1' SCALE
82	82	1/4" = 1' SCALE
83	83	1/4" = 1' SCALE
84	84	1/4" = 1' SCALE
85	85	1/4" = 1' SCALE
86	86	1/4" = 1' SCALE
87	87	1/4" = 1' SCALE
88	88	1/4" = 1' SCALE
89	89	1/4" = 1' SCALE
90	90	1/4" = 1' SCALE
91	91	1/4" = 1' SCALE
92	92	1/4" = 1' SCALE
93	93	1/4" = 1' SCALE
94	94	1/4" = 1' SCALE
95	95	1/4" = 1' SCALE
96	96	1/4" = 1' SCALE
97	97	1/4" = 1' SCALE
98	98	1/4" = 1' SCALE
99	99	1/4" = 1' SCALE
100	100	1/4" = 1' SCALE

RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 A LITAH CONDOMINIUM PROJECT  
 IN THE CANYONS

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 3 EAST,  
 SALT LAKE AND WASHINGTON COUNTIES, UTAH  
 Recorded in accordance with the Subdivision of Conveyances for Sundial Lodge in the Canyons.

SHEET 8 OF 18

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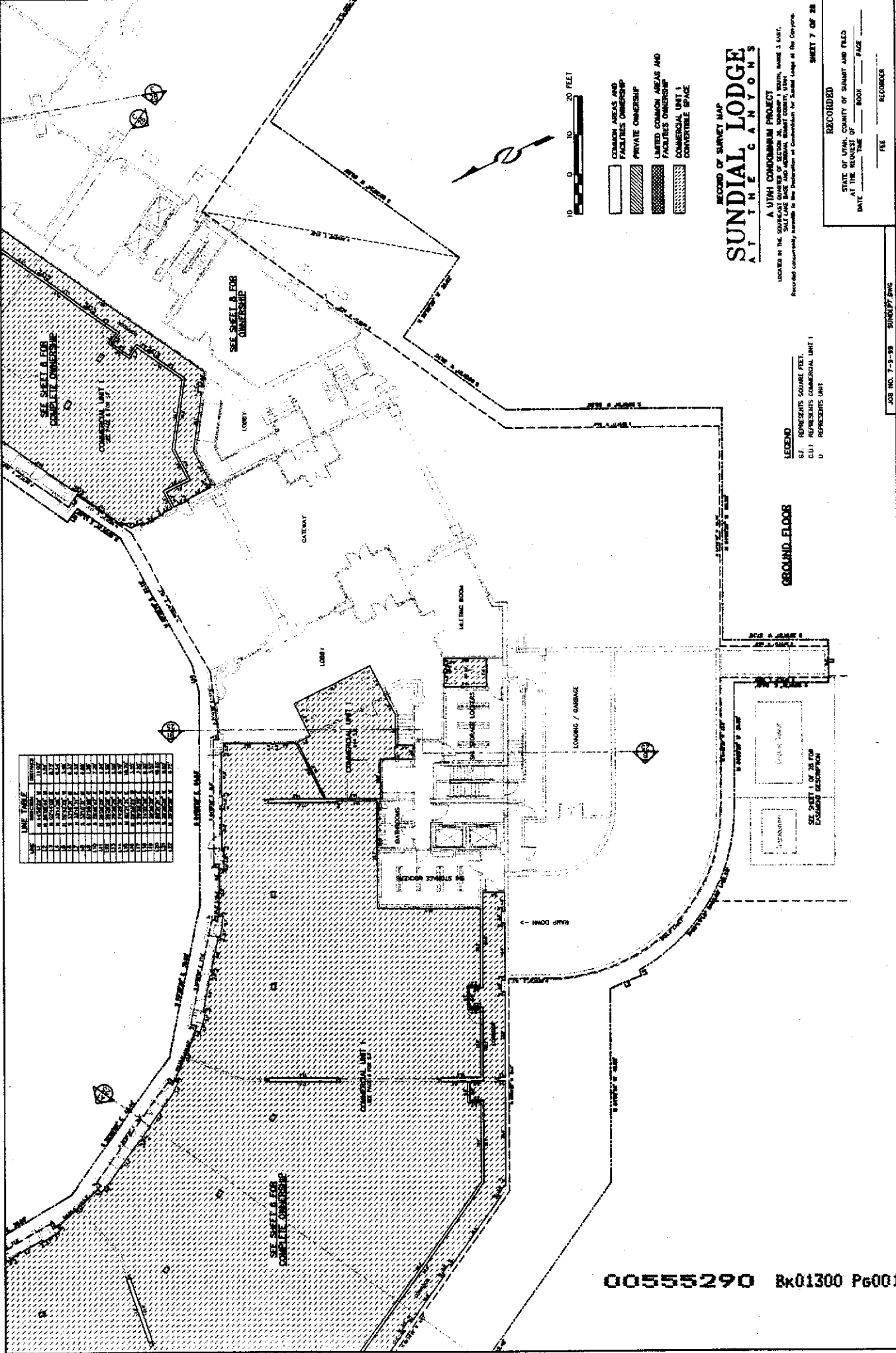
JOB NO. 7-11-18 SURVEYING

LEGEND  
 S.F. REPRESENTS COMMON AREA  
 C.U. REPRESENTS COMMON UNIT  
 U. REPRESENTS UNIT

10 0 10 20 FEET

- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMON UNIT 1
- CONVERTIBLE SPACE

00555290 Bk01300 Pg00195



UNIT	DESCRIPTION
101	101
102	102
103	103
104	104
105	105
106	106
107	107
108	108
109	109
110	110
111	111
112	112
113	113
114	114
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200	200

RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 AT THE CANYONS

A UTAH CONDOMINIUM PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 3 EAST,  
 SOUTHERN MOUNTAIN PLATEAU, UTAH COUNTY, UTAH.  
 Recorded pursuant to the Utah Condominium Act, Chapter 10, Utah Code, and the Utah  
 Condominium Act, Chapter 10, Utah Code, as amended.

- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1
- CONVERTIBLE SPACE



LEGEND  
 S.F. REPRESENTS SQUARE FEET.  
 C.U.1 REPRESENTS COMMERCIAL UNIT 1  
 U. REPRESENTS UNIT

GROUND FLOOR

RECORDED  
 STATE OF UTAH COUNTY OF SHARPT AND FILED  
 AT THE REQUEST OF \_\_\_\_\_ PAGE \_\_\_\_\_  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_  
 FEE \_\_\_\_\_ RECORDER \_\_\_\_\_

JOB NO. 7-3-88 SUNDL07.DWG

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LINE	TABLE	INSTRUMENT
1	1	1
2	2	2
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93	93	93
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95	95	95
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98	98	98
99	99	99
100	100	100

OPEN TO COMMERCIAL BELOW  
SEE SHEET 8 FOR OWNERSHIP

OPEN TO COMMERCIAL BELOW  
SEE SHEET 8 FOR OWNERSHIP

RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
A I N H E C A N Y O N E

A UTAH CONDOMINIUM PROJECT  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 3 EAST,  
SALT LAKE COUNTY, UTAH.  
Recorded temporarily pursuant to the provisions of Utah Code Annotated for Sundial Lodge at the Company.

SHEET 8 OF 38

RECORDED  
STATE OF UTAH, COUNTY OF SUMMIT AND FILED  
AT THE REQUEST OF \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE \_\_\_\_\_ RECORDER \_\_\_\_\_

JOB NO. 7-2-88 SUNDIAL LODGE

LINE	TABLE	INSTRUMENT
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
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92	92	92
93	93	93
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96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

OPEN TO COMMERCIAL BELOW  
SEE SHEET 8 FOR OWNERSHIP

OPEN TO COMMERCIAL BELOW  
SEE SHEET 8 FOR OWNERSHIP

RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
A I N H E C A N Y O N E

A UTAH CONDOMINIUM PROJECT  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 3 EAST,  
SALT LAKE COUNTY, UTAH.  
Recorded temporarily pursuant to the provisions of Utah Code Annotated for Sundial Lodge at the Company.

SHEET 8 OF 38

RECORDED  
STATE OF UTAH, COUNTY OF SUMMIT AND FILED  
AT THE REQUEST OF \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE \_\_\_\_\_ RECORDER \_\_\_\_\_

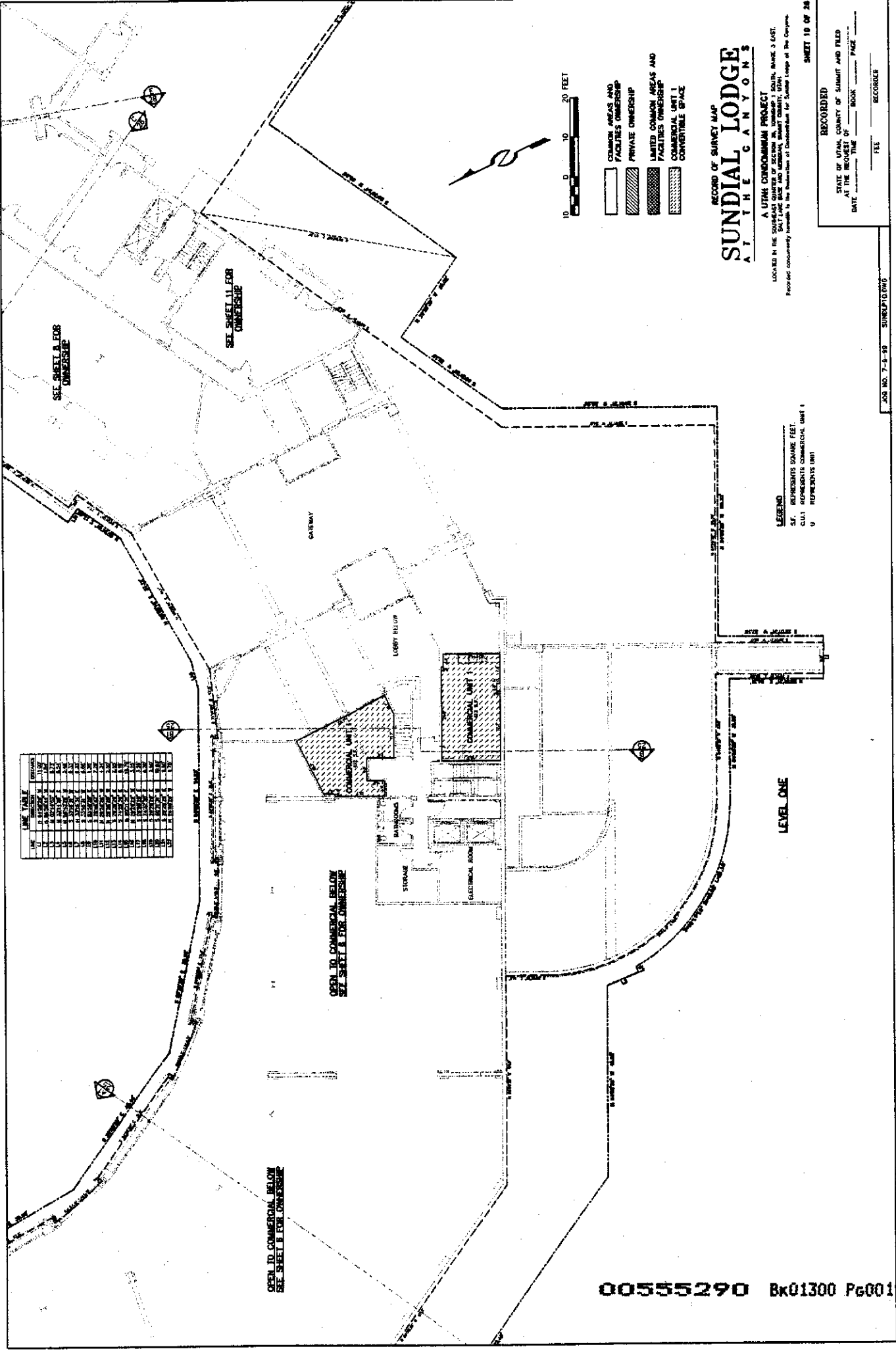
JOB NO. 7-2-88 SUNDIAL LODGE



- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1
- CONVERTIBLE SPACE

LEGEND  
S.F. REPRESENTS SQUARE FEET  
C/A REPRESENTS COMMERCIAL UNIT 1  
U REPRESENTS UNIT

00555290 BR01300 Pg00198



UNIT	AREA	OWNER
1	10.00	COMMERCIAL UNIT
2	10.00	COMMERCIAL UNIT
3	10.00	COMMERCIAL UNIT
4	10.00	COMMERCIAL UNIT
5	10.00	COMMERCIAL UNIT
6	10.00	COMMERCIAL UNIT
7	10.00	COMMERCIAL UNIT
8	10.00	COMMERCIAL UNIT
9	10.00	COMMERCIAL UNIT
10	10.00	COMMERCIAL UNIT
11	10.00	COMMERCIAL UNIT
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13	10.00	COMMERCIAL UNIT
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96	10.00	COMMERCIAL UNIT
97	10.00	COMMERCIAL UNIT
98	10.00	COMMERCIAL UNIT
99	10.00	COMMERCIAL UNIT
100	10.00	COMMERCIAL UNIT

RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 AT THE CANYONS

A UTAH CONDOMINIUM PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST,  
 SALT LAKE COUNTY, UTAH. THE PROJECT IS A UTAH CONDOMINIUM PROJECT AS DEFINED BY UTAH  
 RECORDS ACCORDINGLY SUBJECT TO THE PROVISIONS OF SUBCHAPTER 10-20B, UTAH CODE ANNOTATED.

- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT I
- CONVERTIBLE SPACE



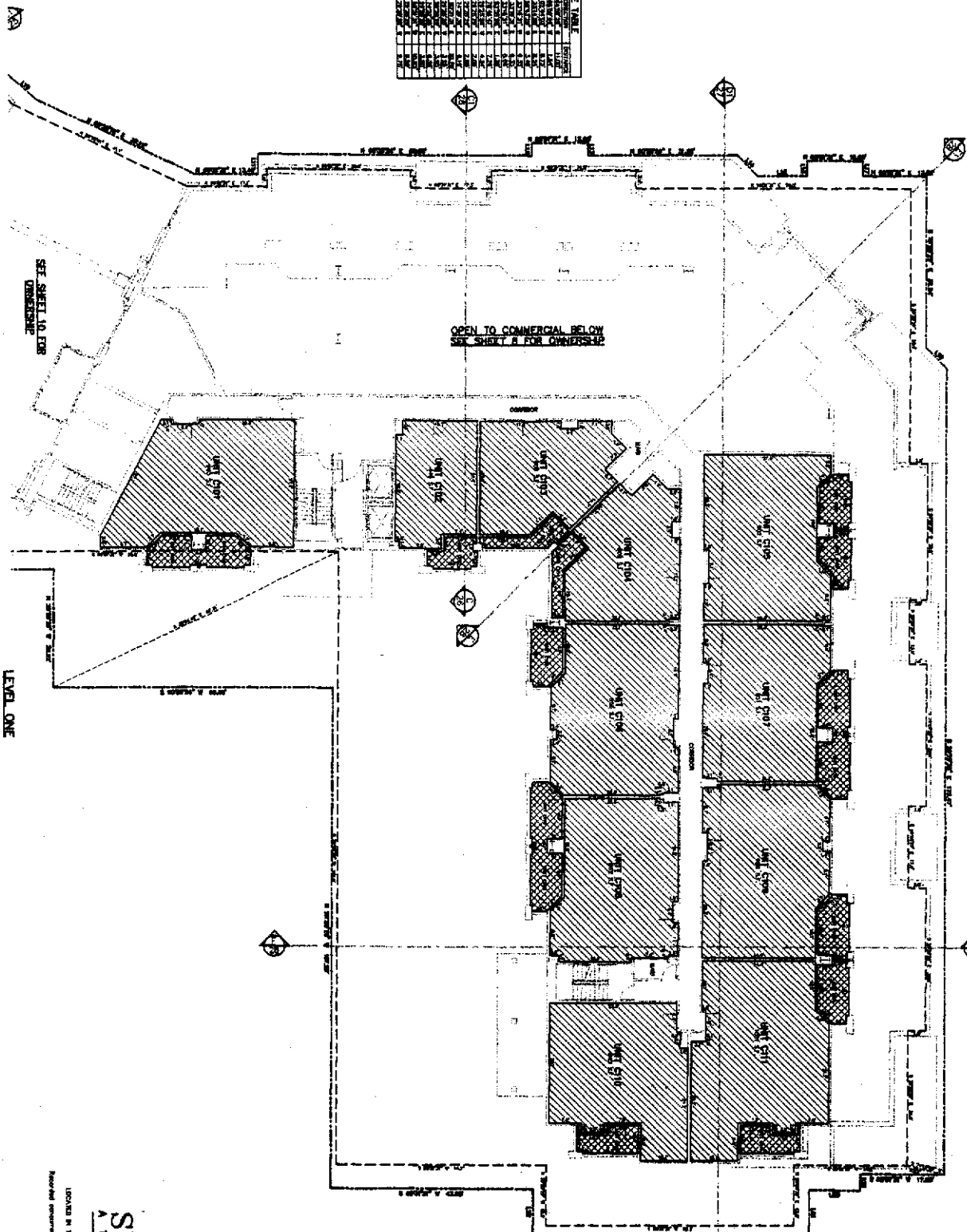
LEGEND  
 S.F. REPRESENTS SQUARE FEET.  
 C.U.I. REPRESENTS COMMERCIAL UNIT I.  
 U. REPRESENTS UNIT I.

RECORDED  
 STATE OF UTAH, COUNTY OF SUMMIT AND FILED  
 AT THE REQUEST OF \_\_\_\_\_  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 FEE \_\_\_\_\_ RECORD \_\_\_\_\_

JAN. NO. 7-8-98 SURVEYING

00555290 Bk01300 Pg00199

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RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 AT THE CANYONS  
 A UTAH CONDOMINIUM PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 16, T4N, R10E, S10E,  
 KANE COUNTY, UTAH  
 Recorded pursuant to the provisions of the Utah Condominium Act, Title 66, Chapter 2, Part 1, Utah Code, and the provisions of the Utah Condominium Act, Title 66, Chapter 2, Part 1, Utah Code, and the provisions of the Utah Condominium Act, Title 66, Chapter 2, Part 1, Utah Code.

**LEGEND**

- SE REPRESENTS SQUARE FEET
- CU REPRESENTS COMMERCIAL UNIT
- U REPRESENTS UNIT

- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- UNITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1
- CONVENTIONAL SPACE

10 0 10 20 FEET

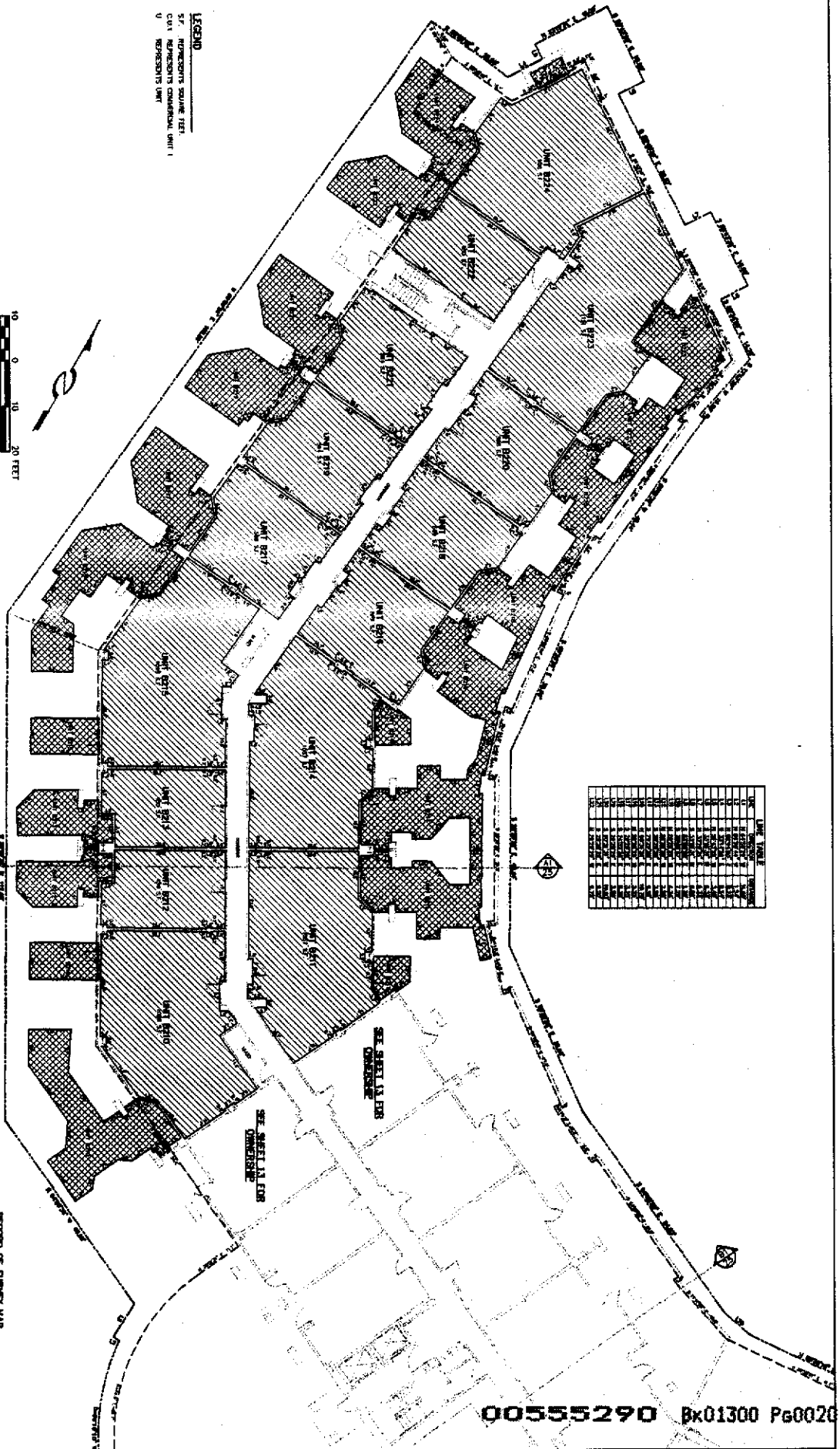
00555290 Bk01300 Pg00200

STATE OF UTAH, COUNTY OF SUMMIT AND FIELD  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 REC'D \_\_\_\_\_  
 REC'D \_\_\_\_\_

**LEGEND**  
 S.F. REPRESENTS SQUARE FEET.  
 C.U.A. REPRESENTS COMMERCIAL UNIT I.  
 U. REPRESENTS UNIT I.

10 0 10 20 FEET

COMMERCIAL AREAS AND FACILITIES OWNERSHIP  
 PRIVATE OWNERSHIP  
 LIMITED COMMERCIAL AREAS AND FACILITIES OWNERSHIP  
 COMMERCIAL UNIT I  
 COMMERCIAL SPACE



LEVEL TWO

**RECORD OF SURVEY MAP**  
**SUNDIAL LODGE**  
**AT THE CANYONS**

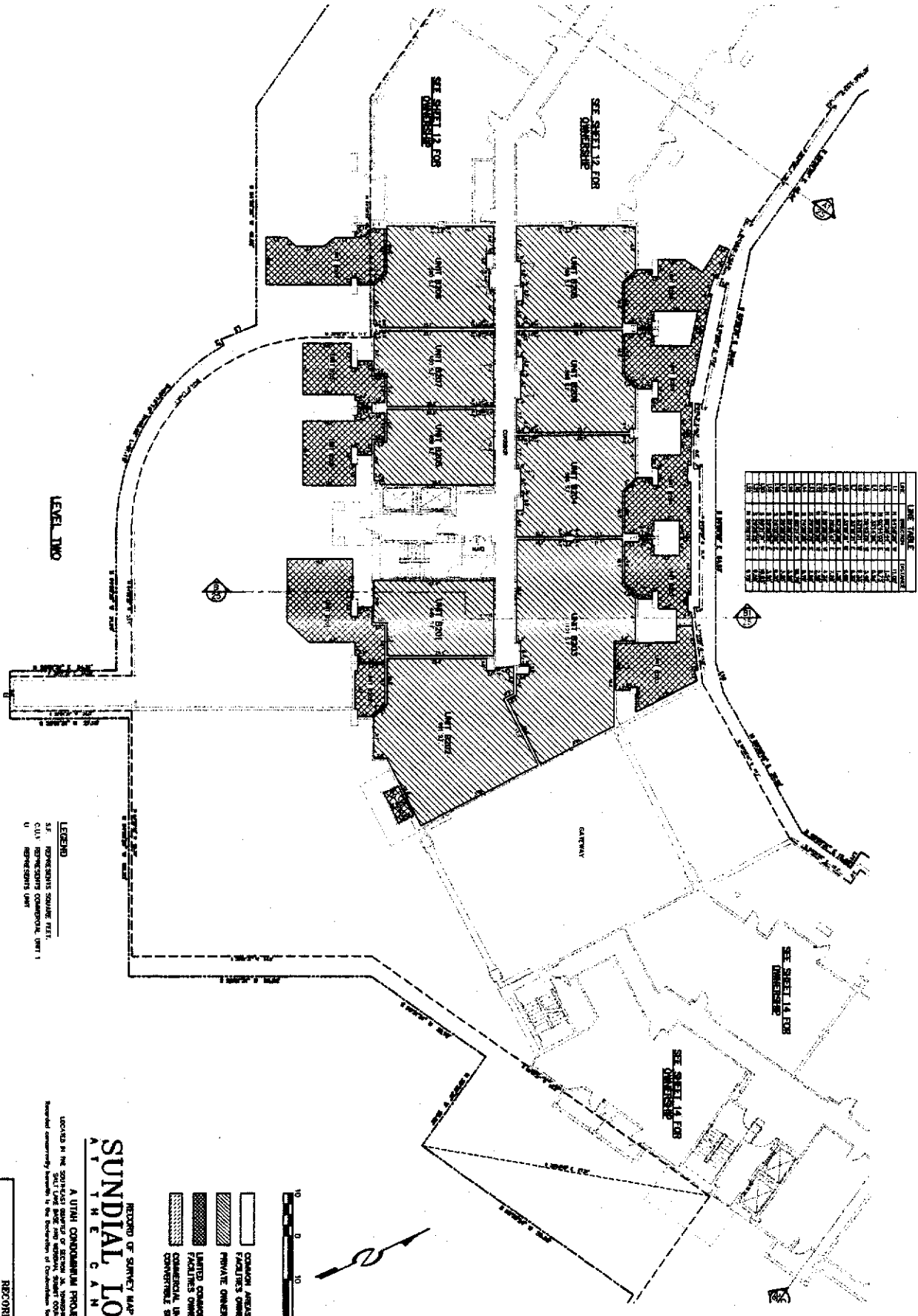
A UTAH CONDORMINIUM PROJECT  
 LOCATED IN THE SUNDIAL LODGE, SUNDIAL, WARD 3, SAUJ,  
 SALT LAKE COUNTY, UTAH.  
 RECORDED PURSUANT TO THE REQUIREMENTS OF THE UTAH  
 CONDOMINIUM ACT, CHAPTER 10, UTAH CODE ANNOTATED.

SHEET 12 OF 28

RECORDED  
 STATE OF UTAH, COUNTY OF SUNDIAL AND FIELD  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 FILE \_\_\_\_\_ RECORDS

JOB NO. 7-3-86 SUNDIAL LODGE

00555290 Bk01300 Pg00201



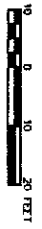
NO.	AREA	OWNER
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2	UNIT 1002	UNIT 1002
3	UNIT 1003	UNIT 1003
4	UNIT 1004	UNIT 1004
5	UNIT 1005	UNIT 1005
6	UNIT 1006	UNIT 1006
7	UNIT 1007	UNIT 1007
8	UNIT 1008	UNIT 1008
9	UNIT 1009	UNIT 1009
10	UNIT 1010	UNIT 1010
11	UNIT 1011	UNIT 1011
12	UNIT 1012	UNIT 1012
13	UNIT 1013	UNIT 1013
14	UNIT 1014	UNIT 1014
15	UNIT 1015	UNIT 1015
16	UNIT 1016	UNIT 1016
17	UNIT 1017	UNIT 1017
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19	UNIT 1019	UNIT 1019
20	UNIT 1020	UNIT 1020
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24	UNIT 1024	UNIT 1024
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46	UNIT 1046	UNIT 1046
47	UNIT 1047	UNIT 1047
48	UNIT 1048	UNIT 1048
49	UNIT 1049	UNIT 1049
50	UNIT 1050	UNIT 1050

**LEGEND**  
 SF REPRESENTATIVE SQUARE FEET  
 CUH REPRESENTATIVE CUBIC FEET  
 U REPRESENTATIVE UNIT

**SUNDIAL LODGE**  
 A UNITAL CONDOMINIUM PROJECT  
 A UNITAL CONDOMINIUM PROJECT  
 A UNITAL CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, S&T TOWNSHIP AND RANGE, S&T COUNTY, ILLINOIS.  
 Horizontal measurements shown to the boundaries of Condominium Units of Sundial Lodge of the Condominium.

- [Diagonal Hatching] COMMON AREAS AND FACILITIES OWNERSHIP
- [Horizontal Hatching] PRIVATE OWNERSHIP
- [Vertical Hatching] LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- [Cross-hatching] COMMERCIAL UNIT 1
- [Dotted Hatching] COMMERCIAL SPACE

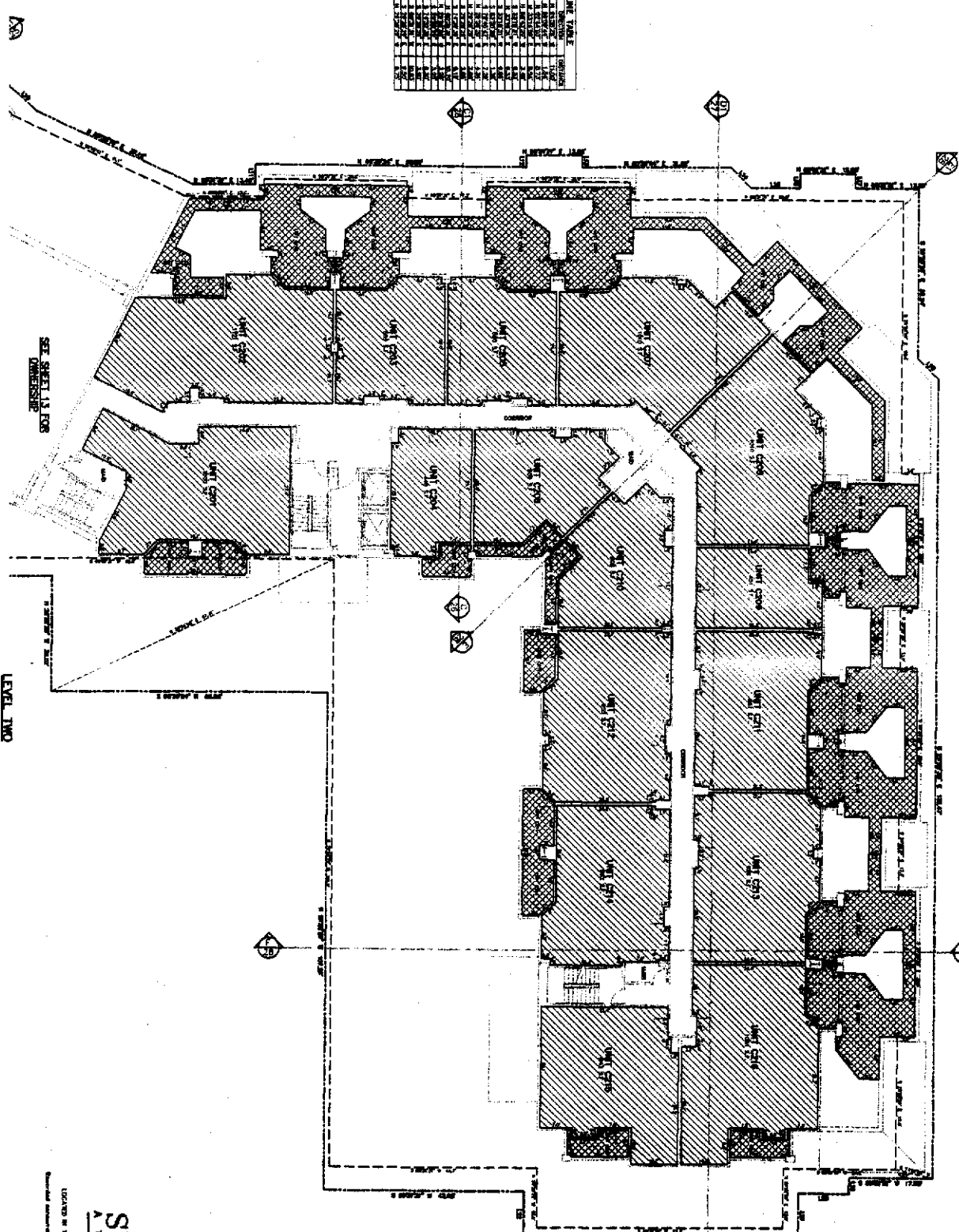


JOB NO. 7-3-98 38002112.0000

RECORDED  
 STATE OF ILLINOIS COUNTY OF SANGAMOND  
 AT THE REQUEST OF \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ FILE \_\_\_\_\_  
 FILE \_\_\_\_\_ RECORDING \_\_\_\_\_

00555290 Bx01300 Pg00202

UNIT NO.	OWNER	ACRES	AREA (SQ. FT.)	TYPE
101	...	...	...	...
102	...	...	...	...
103	...	...	...	...
104	...	...	...	...
105	...	...	...	...
106	...	...	...	...
107	...	...	...	...
108	...	...	...	...
109	...	...	...	...
110	...	...	...	...
111	...	...	...	...
112	...	...	...	...
113	...	...	...	...
114	...	...	...	...
115	...	...	...	...
116	...	...	...	...
117	...	...	...	...
118	...	...	...	...
119	...	...	...	...
120	...	...	...	...
121	...	...	...	...
122	...	...	...	...
123	...	...	...	...
124	...	...	...	...
125	...	...	...	...
126	...	...	...	...
127	...	...	...	...
128	...	...	...	...
129	...	...	...	...
130	...	...	...	...
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132	...	...	...	...
133	...	...	...	...
134	...	...	...	...
135	...	...	...	...
136	...	...	...	...
137	...	...	...	...
138	...	...	...	...
139	...	...	...	...
140	...	...	...	...
141	...	...	...	...
142	...	...	...	...
143	...	...	...	...
144	...	...	...	...
145	...	...	...	...
146	...	...	...	...
147	...	...	...	...
148	...	...	...	...
149	...	...	...	...
150	...	...	...	...
151	...	...	...	...
152	...	...	...	...
153	...	...	...	...
154	...	...	...	...
155	...	...	...	...
156	...	...	...	...
157	...	...	...	...
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182	...	...	...	...
183	...	...	...	...
184	...	...	...	...
185	...	...	...	...
186	...	...	...	...
187	...	...	...	...
188	...	...	...	...
189	...	...	...	...
190	...	...	...	...
191	...	...	...	...
192	...	...	...	...
193	...	...	...	...
194	...	...	...	...
195	...	...	...	...
196	...	...	...	...
197	...	...	...	...
198	...	...	...	...
199	...	...	...	...
200	...	...	...	...



SEE SHEET 13 FOR  
CONTINUED

LEVEL TWO

RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
AT THE CANYONS

A UTM CONDOMINIUM PROJECT  
LOCATED IN THE CONVEYANCE DISTRICT OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST,  
SOUTH 100TH MERIDIAN, COUNTY OF SMOKE, STATE OF UTAH.  
Bounded approximately by the boundaries of Sundial Lodge at The Canyons.

- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMON AREA UNIT 1
- COMMON AREA SPACE



LEGEND  
SF. REPRESENTS SQUARE FEET.  
CMT REPRESENTS COMMON AREA UNIT 1  
U REPRESENTS UNIT

00555290 Bx01300 Pg00203

SDS NO. 3-2-88 SURVEY 11,200

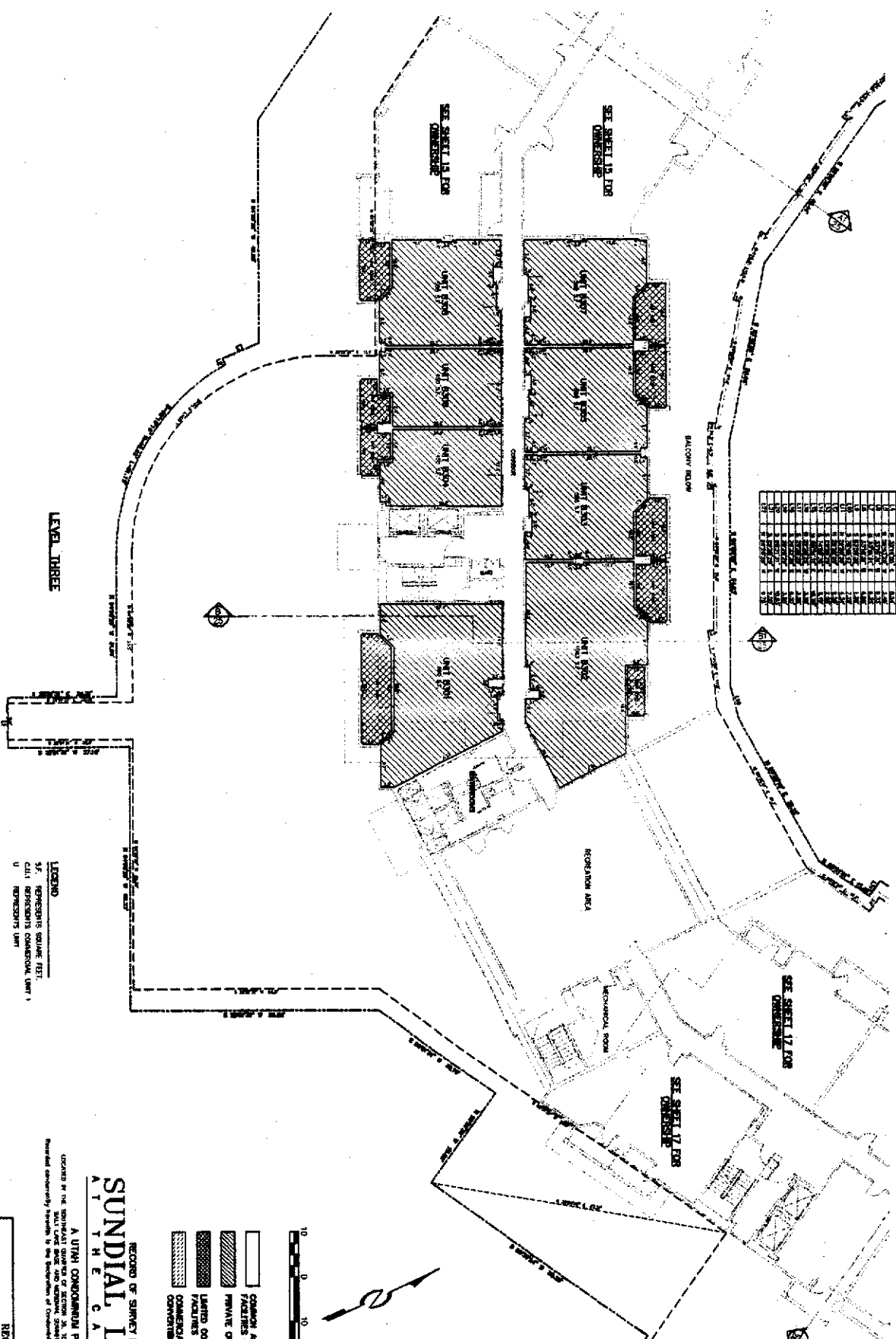
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DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE \_\_\_\_\_ RECORDER \_\_\_\_\_

SHEET 14 OF 20





UNIT NO.	AREA (SQ. FT.)	OWNER
101	1,200	UNIT 101
102	1,200	UNIT 102
103	1,200	UNIT 103
104	1,200	UNIT 104
105	1,200	UNIT 105
106	1,200	UNIT 106
107	1,200	UNIT 107
108	1,200	UNIT 108
109	1,200	UNIT 109
110	1,200	UNIT 110
111	1,200	UNIT 111
112	1,200	UNIT 112
113	1,200	UNIT 113
114	1,200	UNIT 114
115	1,200	UNIT 115
116	1,200	UNIT 116
117	1,200	UNIT 117
118	1,200	UNIT 118
119	1,200	UNIT 119
120	1,200	UNIT 120
121	1,200	UNIT 121
122	1,200	UNIT 122
123	1,200	UNIT 123
124	1,200	UNIT 124
125	1,200	UNIT 125
126	1,200	UNIT 126
127	1,200	UNIT 127
128	1,200	UNIT 128
129	1,200	UNIT 129
130	1,200	UNIT 130
131	1,200	UNIT 131
132	1,200	UNIT 132
133	1,200	UNIT 133
134	1,200	UNIT 134
135	1,200	UNIT 135
136	1,200	UNIT 136
137	1,200	UNIT 137
138	1,200	UNIT 138
139	1,200	UNIT 139
140	1,200	UNIT 140
141	1,200	UNIT 141
142	1,200	UNIT 142
143	1,200	UNIT 143
144	1,200	UNIT 144
145	1,200	UNIT 145
146	1,200	UNIT 146
147	1,200	UNIT 147
148	1,200	UNIT 148
149	1,200	UNIT 149
150	1,200	UNIT 150
151	1,200	UNIT 151
152	1,200	UNIT 152
153	1,200	UNIT 153
154	1,200	UNIT 154
155	1,200	UNIT 155
156	1,200	UNIT 156
157	1,200	UNIT 157
158	1,200	UNIT 158
159	1,200	UNIT 159
160	1,200	UNIT 160
161	1,200	UNIT 161
162	1,200	UNIT 162
163	1,200	UNIT 163
164	1,200	UNIT 164
165	1,200	UNIT 165
166	1,200	UNIT 166
167	1,200	UNIT 167
168	1,200	UNIT 168
169	1,200	UNIT 169
170	1,200	UNIT 170
171	1,200	UNIT 171
172	1,200	UNIT 172
173	1,200	UNIT 173
174	1,200	UNIT 174
175	1,200	UNIT 175
176	1,200	UNIT 176
177	1,200	UNIT 177
178	1,200	UNIT 178
179	1,200	UNIT 179
180	1,200	UNIT 180
181	1,200	UNIT 181
182	1,200	UNIT 182
183	1,200	UNIT 183
184	1,200	UNIT 184
185	1,200	UNIT 185
186	1,200	UNIT 186
187	1,200	UNIT 187
188	1,200	UNIT 188
189	1,200	UNIT 189
190	1,200	UNIT 190
191	1,200	UNIT 191
192	1,200	UNIT 192
193	1,200	UNIT 193
194	1,200	UNIT 194
195	1,200	UNIT 195
196	1,200	UNIT 196
197	1,200	UNIT 197
198	1,200	UNIT 198
199	1,200	UNIT 199
200	1,200	UNIT 200



LEGEND  
 S.F. REPRESENTS SQUARE FEET  
 C.A. REPRESENTS COMMON AREA  
 U. REPRESENTS UNIT

COMMON AREAS AND FACILITIES OWNERSHIP  
 PRIVATE OWNERSHIP  
 LIMITED COMMON AREAS AND FACILITIES OWNERSHIP  
 COMMERCIAL UNIT 1  
 CONVENTIONAL SPACE



**SUNDIAL LODGE**  
 AT THE CANYONS

A UTAH CONDOMINIUM PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 3 EAST,  
 SALT LAKE COUNTY, UTAH. REFERENCED EXISTING RECORDS TO BE REFERENCED TO THE RECORDS OF THE COUNTY OF SALT LAKE COUNTY, UTAH.

SHEET 18 OF 28

RECORDED

STATE OF UTAH, COUNTY OF SALT LAKE  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ PAGE \_\_\_\_\_

JOB NO. 7-1-28 SUNDIAL LODGE

183 RECORDED

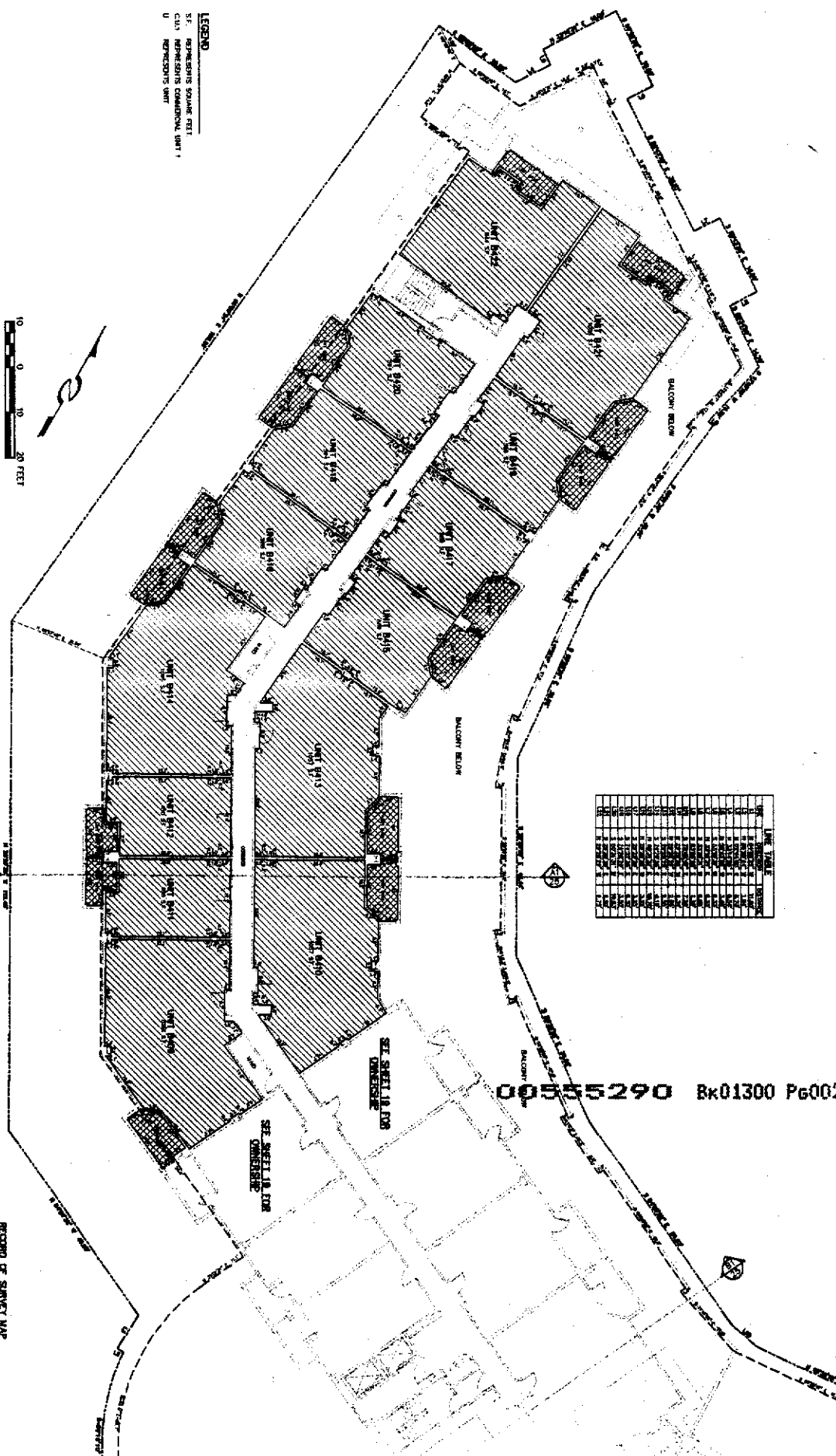
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**LEGEND**  
 ST REPRESENTS SQUARE FEET  
 CUB REPRESENTS CUBIC FEET  
 U REPRESENTS UNIT

0 10 20 FEET

COMMON AREAS AND FACILITIES OWNERSHIP  
 PRIVATE OWNERSHIP  
 LIMITED COMMON AREAS AND FACILITIES OWNERSHIP  
 COMMERCIAL UNIT 1  
 CONVERTIBLE SPACE



UNIT NO.	AREA (SQ. FT.)	VOLUME (CU. FT.)
UNIT 1411	1,100	3,300
UNIT 1412	1,100	3,300
UNIT 1413	1,100	3,300
UNIT 1414	1,100	3,300
UNIT 1415	1,100	3,300
UNIT 1416	1,100	3,300
UNIT 1417	1,100	3,300
UNIT 1418	1,100	3,300
UNIT 1419	1,100	3,300
UNIT 1420	1,100	3,300
UNIT 1421	1,100	3,300
UNIT 1422	1,100	3,300
UNIT 1423	1,100	3,300
UNIT 1424	1,100	3,300
UNIT 1425	1,100	3,300
UNIT 1426	1,100	3,300
UNIT 1427	1,100	3,300
UNIT 1428	1,100	3,300
UNIT 1429	1,100	3,300
UNIT 1430	1,100	3,300
UNIT 1431	1,100	3,300
UNIT 1432	1,100	3,300
UNIT 1433	1,100	3,300
UNIT 1434	1,100	3,300
UNIT 1435	1,100	3,300
UNIT 1436	1,100	3,300
UNIT 1437	1,100	3,300
UNIT 1438	1,100	3,300
UNIT 1439	1,100	3,300
UNIT 1440	1,100	3,300
UNIT 1441	1,100	3,300
UNIT 1442	1,100	3,300
UNIT 1443	1,100	3,300
UNIT 1444	1,100	3,300
UNIT 1445	1,100	3,300
UNIT 1446	1,100	3,300
UNIT 1447	1,100	3,300
UNIT 1448	1,100	3,300
UNIT 1449	1,100	3,300
UNIT 1450	1,100	3,300
UNIT 1451	1,100	3,300
UNIT 1452	1,100	3,300
UNIT 1453	1,100	3,300
UNIT 1454	1,100	3,300
UNIT 1455	1,100	3,300
UNIT 1456	1,100	3,300
UNIT 1457	1,100	3,300
UNIT 1458	1,100	3,300
UNIT 1459	1,100	3,300
UNIT 1460	1,100	3,300
UNIT 1461	1,100	3,300
UNIT 1462	1,100	3,300
UNIT 1463	1,100	3,300
UNIT 1464	1,100	3,300
UNIT 1465	1,100	3,300
UNIT 1466	1,100	3,300
UNIT 1467	1,100	3,300
UNIT 1468	1,100	3,300
UNIT 1469	1,100	3,300
UNIT 1470	1,100	3,300
UNIT 1471	1,100	3,300
UNIT 1472	1,100	3,300
UNIT 1473	1,100	3,300
UNIT 1474	1,100	3,300
UNIT 1475	1,100	3,300
UNIT 1476	1,100	3,300
UNIT 1477	1,100	3,300
UNIT 1478	1,100	3,300
UNIT 1479	1,100	3,300
UNIT 1480	1,100	3,300
UNIT 1481	1,100	3,300
UNIT 1482	1,100	3,300
UNIT 1483	1,100	3,300
UNIT 1484	1,100	3,300
UNIT 1485	1,100	3,300
UNIT 1486	1,100	3,300
UNIT 1487	1,100	3,300
UNIT 1488	1,100	3,300
UNIT 1489	1,100	3,300
UNIT 1490	1,100	3,300
UNIT 1491	1,100	3,300
UNIT 1492	1,100	3,300
UNIT 1493	1,100	3,300
UNIT 1494	1,100	3,300
UNIT 1495	1,100	3,300
UNIT 1496	1,100	3,300
UNIT 1497	1,100	3,300
UNIT 1498	1,100	3,300
UNIT 1499	1,100	3,300
UNIT 1500	1,100	3,300

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**SUNDIAL LODGE**  
 A LITHE GAYLONS

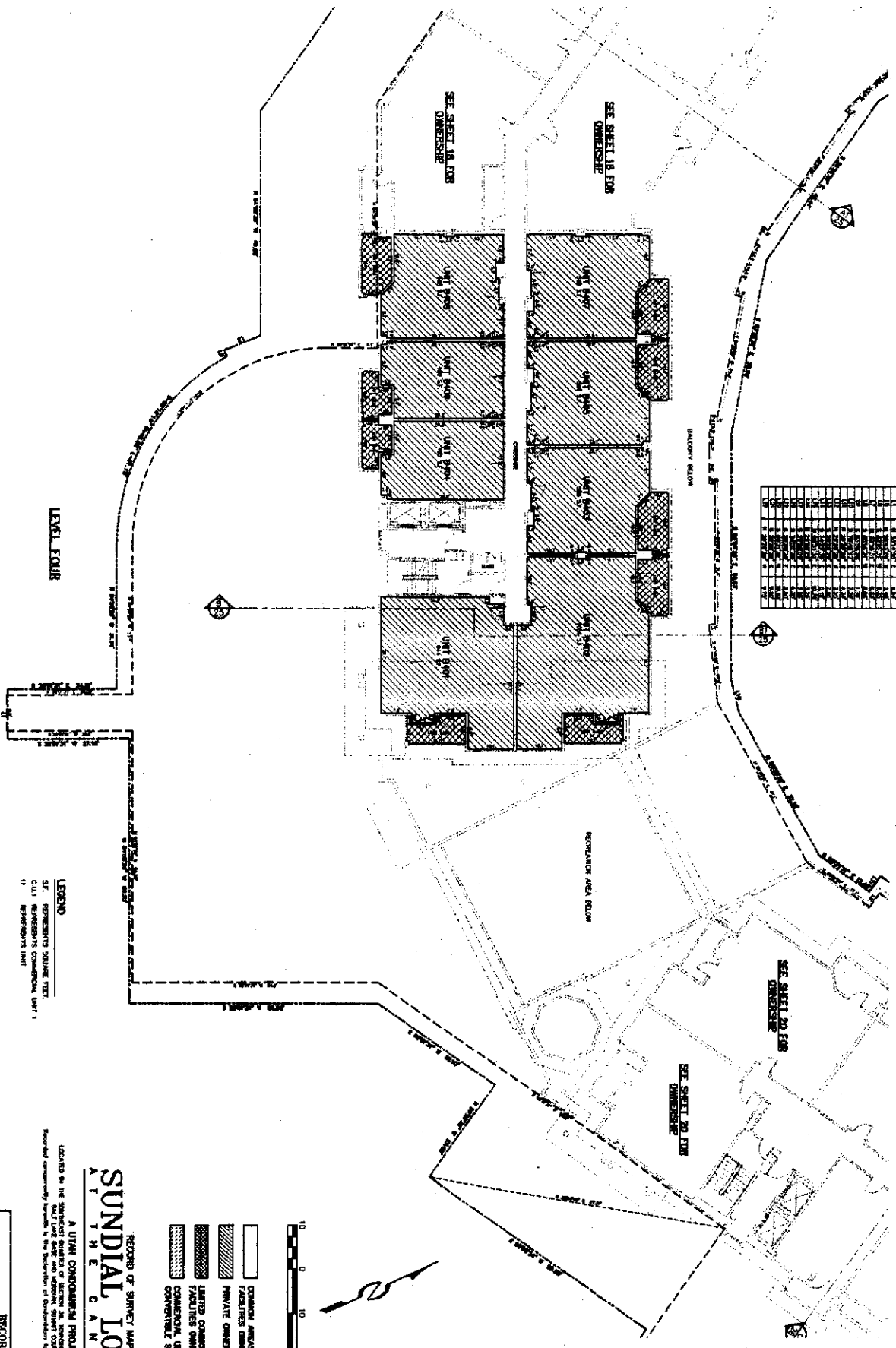
RECORD OF SURVEY MAP  
 A LITHE GAYLONS PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 3 EAST,  
 SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 3 EAST,  
 NEARLY ADJACENT TO THE INTERSECTION OF HIGHWAY 10 AND HIGHWAY 100.

SHEET 18 OF 26

JOB NO. 7-3-98 SURVEYING

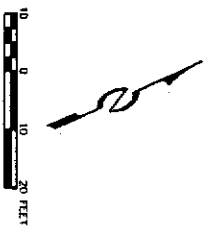
RECORDED  
 STATE OF ILLINOIS, COUNTY OF SUMNER AND FILED  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ NOON \_\_\_\_\_ PAGE \_\_\_\_\_  
 \_\_\_\_\_ RECORDER

UNIT	AREA	OWNER
1	UNIT 101	UNIT 101
2	UNIT 102	UNIT 102
3	UNIT 103	UNIT 103
4	UNIT 104	UNIT 104
5	UNIT 105	UNIT 105
6	UNIT 106	UNIT 106
7	UNIT 107	UNIT 107
8	UNIT 108	UNIT 108
9	UNIT 109	UNIT 109
10	UNIT 110	UNIT 110
11	UNIT 111	UNIT 111
12	UNIT 112	UNIT 112
13	UNIT 113	UNIT 113
14	UNIT 114	UNIT 114
15	UNIT 115	UNIT 115
16	UNIT 116	UNIT 116
17	UNIT 117	UNIT 117
18	UNIT 118	UNIT 118
19	UNIT 119	UNIT 119
20	UNIT 120	UNIT 120
21	UNIT 121	UNIT 121
22	UNIT 122	UNIT 122
23	UNIT 123	UNIT 123
24	UNIT 124	UNIT 124
25	UNIT 125	UNIT 125
26	UNIT 126	UNIT 126
27	UNIT 127	UNIT 127
28	UNIT 128	UNIT 128
29	UNIT 129	UNIT 129
30	UNIT 130	UNIT 130
31	UNIT 131	UNIT 131
32	UNIT 132	UNIT 132
33	UNIT 133	UNIT 133
34	UNIT 134	UNIT 134
35	UNIT 135	UNIT 135
36	UNIT 136	UNIT 136
37	UNIT 137	UNIT 137
38	UNIT 138	UNIT 138
39	UNIT 139	UNIT 139
40	UNIT 140	UNIT 140
41	UNIT 141	UNIT 141
42	UNIT 142	UNIT 142
43	UNIT 143	UNIT 143
44	UNIT 144	UNIT 144
45	UNIT 145	UNIT 145
46	UNIT 146	UNIT 146
47	UNIT 147	UNIT 147
48	UNIT 148	UNIT 148
49	UNIT 149	UNIT 149
50	UNIT 150	UNIT 150
51	UNIT 151	UNIT 151
52	UNIT 152	UNIT 152
53	UNIT 153	UNIT 153
54	UNIT 154	UNIT 154
55	UNIT 155	UNIT 155
56	UNIT 156	UNIT 156
57	UNIT 157	UNIT 157
58	UNIT 158	UNIT 158
59	UNIT 159	UNIT 159
60	UNIT 160	UNIT 160
61	UNIT 161	UNIT 161
62	UNIT 162	UNIT 162
63	UNIT 163	UNIT 163
64	UNIT 164	UNIT 164
65	UNIT 165	UNIT 165
66	UNIT 166	UNIT 166
67	UNIT 167	UNIT 167
68	UNIT 168	UNIT 168
69	UNIT 169	UNIT 169
70	UNIT 170	UNIT 170
71	UNIT 171	UNIT 171
72	UNIT 172	UNIT 172
73	UNIT 173	UNIT 173
74	UNIT 174	UNIT 174
75	UNIT 175	UNIT 175
76	UNIT 176	UNIT 176
77	UNIT 177	UNIT 177
78	UNIT 178	UNIT 178
79	UNIT 179	UNIT 179
80	UNIT 180	UNIT 180
81	UNIT 181	UNIT 181
82	UNIT 182	UNIT 182
83	UNIT 183	UNIT 183
84	UNIT 184	UNIT 184
85	UNIT 185	UNIT 185
86	UNIT 186	UNIT 186
87	UNIT 187	UNIT 187
88	UNIT 188	UNIT 188
89	UNIT 189	UNIT 189
90	UNIT 190	UNIT 190
91	UNIT 191	UNIT 191
92	UNIT 192	UNIT 192
93	UNIT 193	UNIT 193
94	UNIT 194	UNIT 194
95	UNIT 195	UNIT 195
96	UNIT 196	UNIT 196
97	UNIT 197	UNIT 197
98	UNIT 198	UNIT 198
99	UNIT 199	UNIT 199
100	UNIT 200	UNIT 200



**LEGEND**  
 ST. REPRESENTS STAIRS, ETC.  
 CL. REPRESENTS COMMERCIAL UNIT 1  
 U. REPRESENTS UNIT

COMMON AREAS AND FACILITIES OWNERSHIP  
 PRIVATE OWNERSHIP  
 LIMITED COMMON AREAS AND FACILITIES OWNERSHIP  
 COMMERCIAL UNIT 1  
 CONVERTIBLE SPACE



**SUNDIAL LODGE**  
 AT THE CANYONS

A UTAH CONDOMINIUM PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST,  
 SALT LAKE COUNTY, UTAH. SHOWN CONFORMING TO THE PLAT OF THE CANYONS  
 RECREATION AND RESORT DEVELOPMENT, AS AMENDED, FILED IN THE OFFICE OF THE CLERK OF THE  
 DISTRICT COURT OF THE COUNTY OF SALT LAKE, UTAH, ON FEBRUARY 14, 1980.

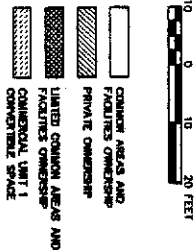
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 STATE OF UTAH, COUNTY OF SALT LAKE AND FIELD  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 TEL \_\_\_\_\_ RECORDER \_\_\_\_\_

208 208 3-2-80 SUNDIAL LODGE

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LEGEND  
 ST REPRESENTS SQUARE FEET  
 C/LT REPRESENTS COMMERCIAL UNIT I  
 0 REPRESENTS UNIT

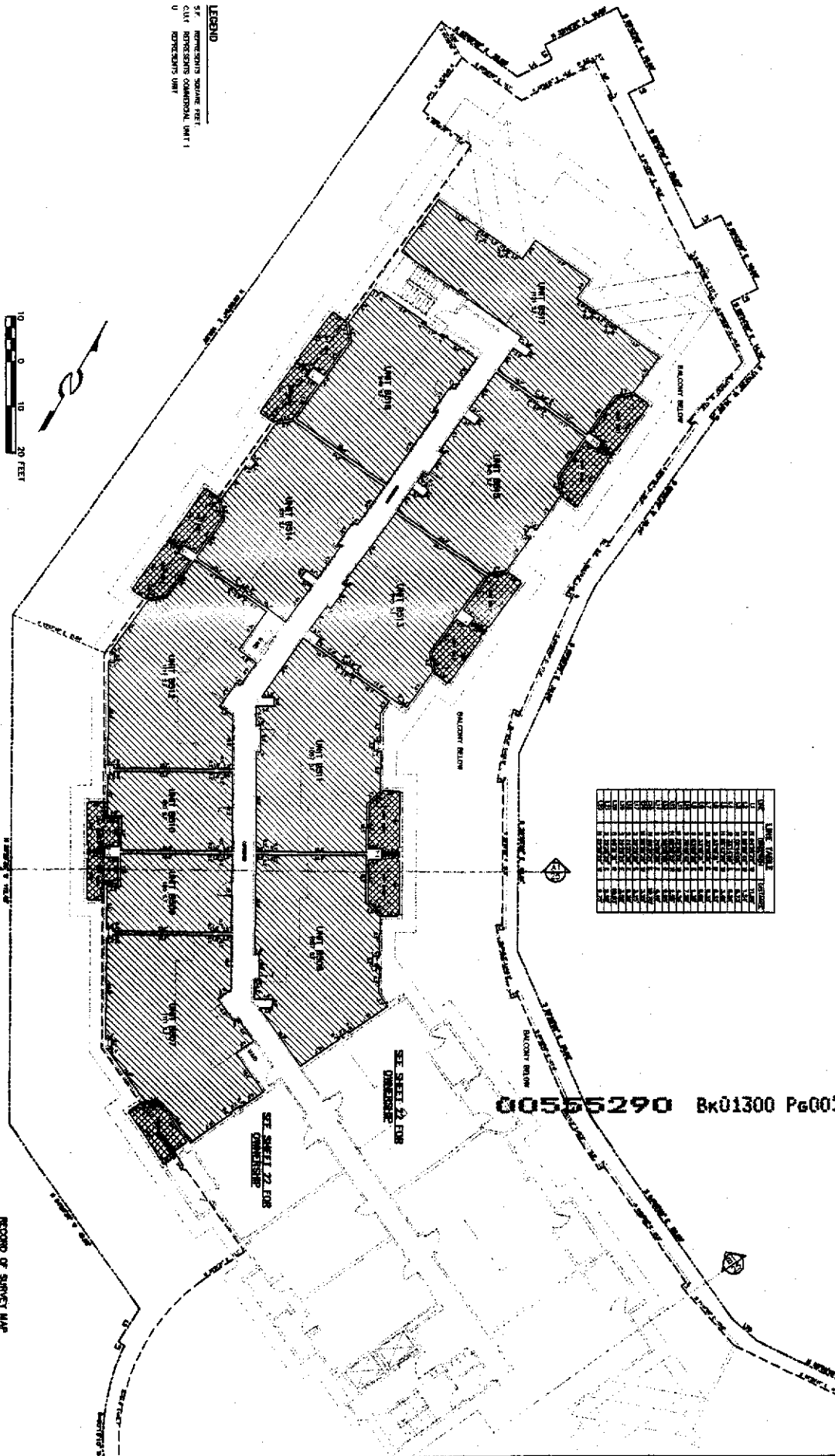


UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	8077	8008	8011	8012	8013	8014	8015	8016
SQ. FT.	241	264	264	291	227	227	237	237
COMM. UNIT I	511	487	1027	461	446	501	446	446
TOTAL	1452	1321	1321	1902	1366	1366	1464	1464

LEVEL ONE

UNIT NUMBER	8077	8008	8011	8012	8013	8014	8015	8016
SQ. FT.	241	264	264	291	227	227	237	237
COMM. UNIT I	511	487	1027	461	446	501	446	446
TOTAL	1452	1321	1321	1902	1366	1366	1464	1464



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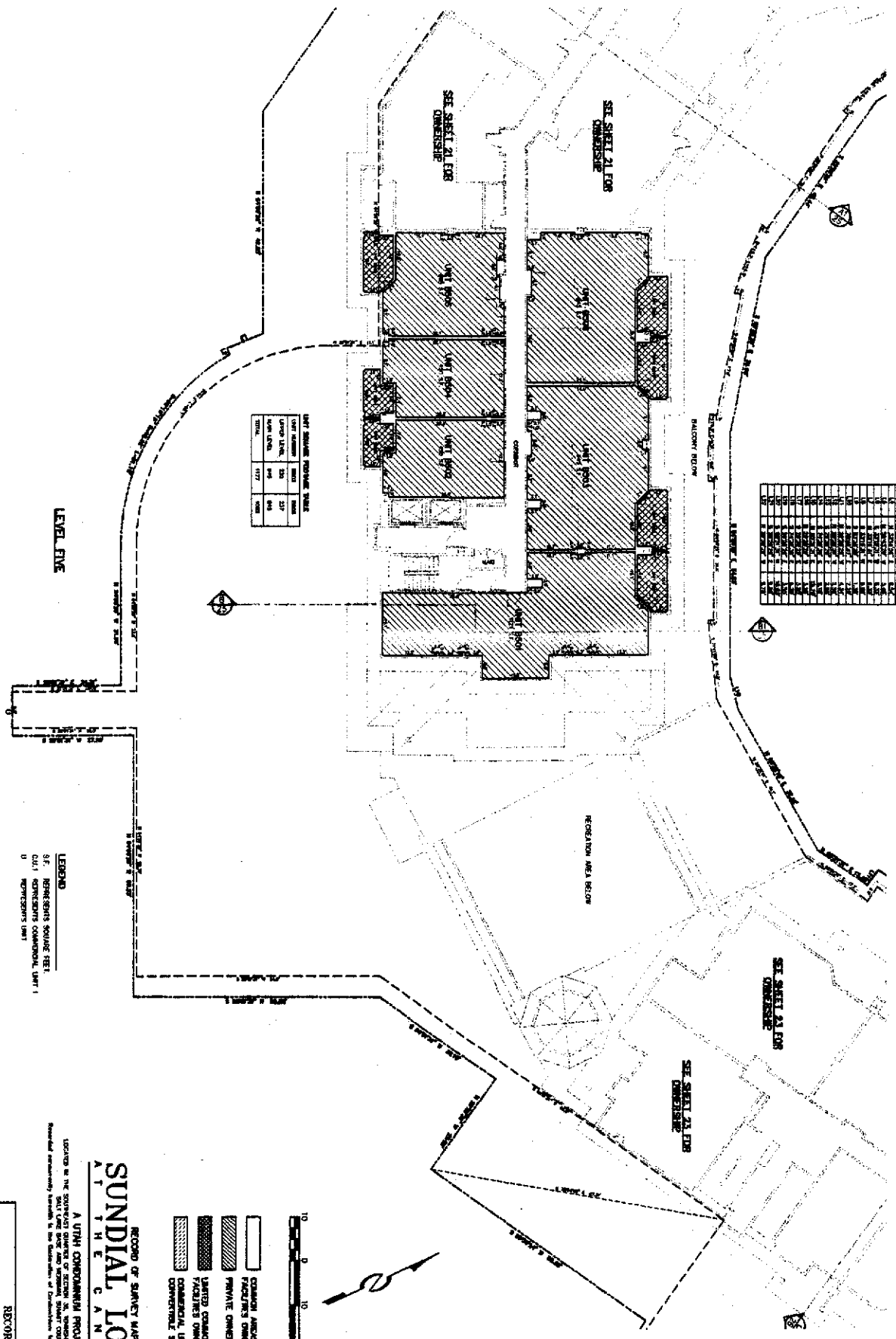
RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 AT THE CANYONS

A UTAH COMMUNITARIAN PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST,  
 SALT LAKE COUNTY AND HERRING SPURRING COUNTY, UTAH. BEING A PART OF THE  
 HERRING SPURRING PROJECT, AS SHOWN ON THE RECORD OF SURVEY MAP OF THE CANYONS

RECORDED  
 STATE OF UTAH, COUNTY OF SUNDIAL AND FILED  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
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208 VOL. 7-2-88 SUNDIAL LODGE

SHEET 21 OF 28



UNIT NO.	OWNER	DATE
101	...	...
102	...	...
103	...	...
104	...	...
105	...	...
106	...	...
107	...	...
108	...	...
109	...	...
110	...	...
111	...	...
112	...	...
113	...	...
114	...	...
115	...	...
116	...	...
117	...	...
118	...	...
119	...	...
120	...	...

UNIT NUMBER	AREA	AREA	AREA
101-120	...	...	...
121-140	...	...	...
141-160	...	...	...
161-180	...	...	...
181-200	...	...	...
TOTAL	...	...	...

LEVEL FIVE

LEGEND  
 S.F. REPRESENTS SQUARE FEET  
 C.O.I. REPRESENTS COMMERCIAL UNIT  
 U. REPRESENTS UNIT

# SUNDIAL LODGE

AT THE CANYONS

RECORD OF SURVEY MAP  
 A UTAH COMMUNITARIAN PROJECT  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 3 EAST,  
 SALT LAKE COUNTY AND WASHINGTON COUNTY, UTAH  
 Prepared and submitted to the Department of Administration, State of Utah, in accordance with the provisions of the Utah Communitarian Act, Chapter 10, Utah Code, 1953.

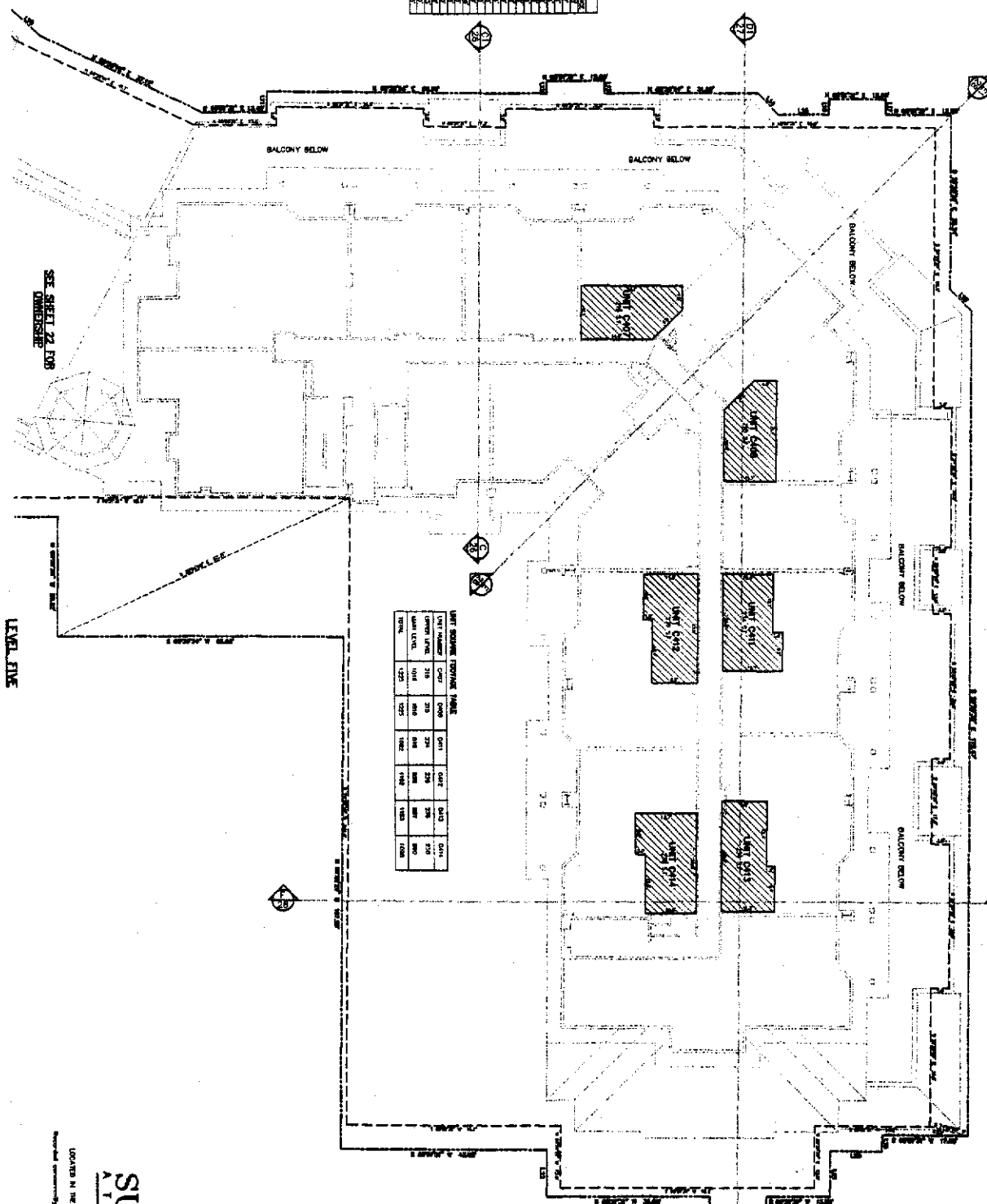
- COMMERCIAL AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- UNITED STATES AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1
- COMMERCIAL SPACE



200 200 7-4-88 SUNDIAL21290

RECORDED  
 STATE OF UTAH, COUNTY OF SALT LAKE AND WASHINGTON  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ ROOM \_\_\_\_\_ PAGE \_\_\_\_\_  
 FILE \_\_\_\_\_ RECORDER \_\_\_\_\_

UNIT NUMBER	OWNER	DATE	REMARKS
101			
102			
103			
104			
105			
106			
107			
108			
109			
110			
111			
112			
113			
114			
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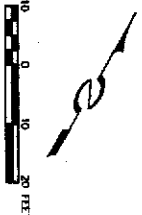
UNIT ROOMING TYPING TABLE

UNIT NUMBER	CHG	CHD	CHT	CHL	CHS	CHU
UNIT LEVEL 210	210	210	210	210	210	210
UNIT LEVEL 214	214	214	214	214	214	214
UNIT LEVEL 222	222	222	222	222	222	222

**SUNDIAL LODGE**  
AT THE GANYONS

A UTM CONDOMINIUM PROJECT  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST,  
SOUTH OF THE 34th Parallel and the Intersection of Township 1 North Range 3 East of the Dominion.  
Municipal Community Number 1 is the Intersection of Township 1 North Range 3 East of the Dominion.

- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1
- CONVENTIONAL SPACE



**LEGEND**  
S.F. REPRESENTS SQUARE FEET.  
C.U.1 REPRESENTS COMMERCIAL UNIT 1  
U REPRESENTS UNIT

JOB NO. 7-2-89 SUNDIAL LODGE

RECORDED  
STATE OF UTAH, COUNTY OF SUMMIT AND FILED  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
TEL \_\_\_\_\_ RECORDER \_\_\_\_\_

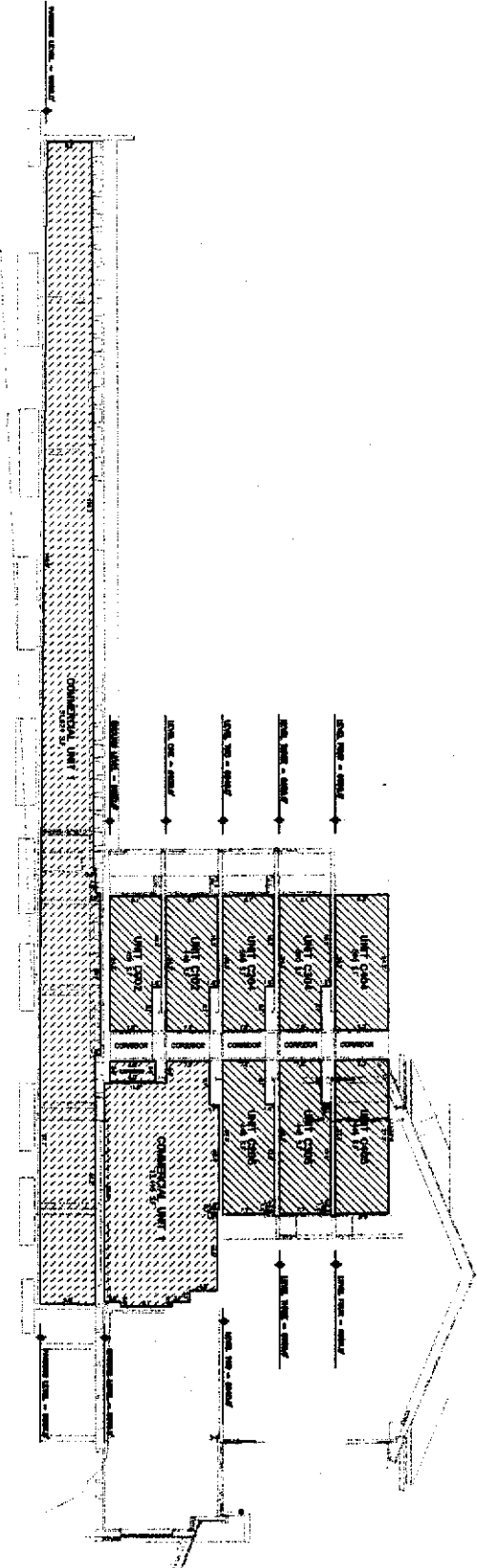
SHEET 23 OF 26

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SECTION C-C



- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1
- COMMERCIAL SPACE

- LEGEND**
- S.F. REPRESENTS SQUARE FEET.
  - CU1 REPRESENTS COMMERCIAL UNIT 1
  - U REPRESENTS UNIT

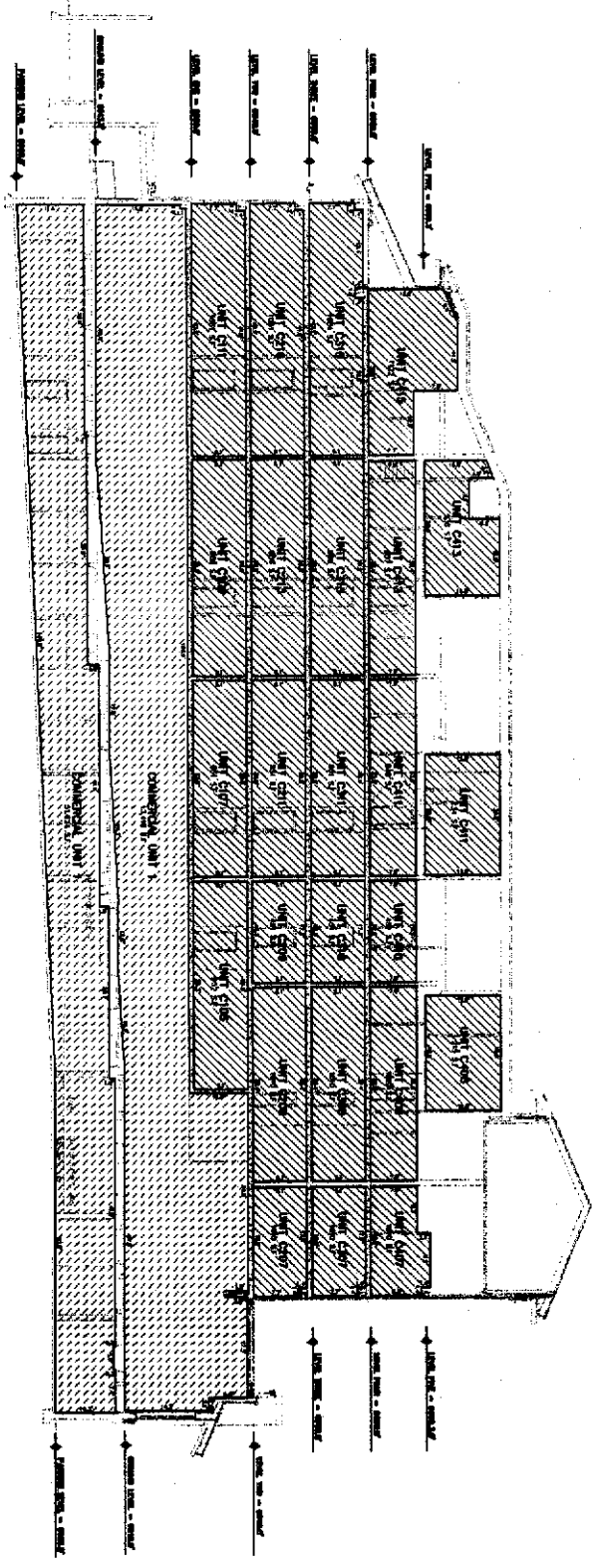
RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 AT THE CANYONS  
 A UTAH CONDOMINIUM PROJECT  
 LOCATED IN THE COUNTY OF KANE, STATE OF UTAH  
 MAP LANE, STATE ROAD 89, ALPINE, UTAH  
 Survey and construction provided to the Department of Construction for Sundial Lodge at The Canyons.

SHEET 28 OF 28

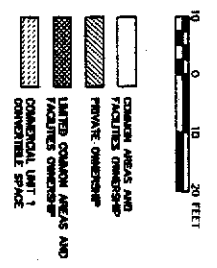
JOB NO. 7-2-88 SURVEYING

RECORDED  
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 112 RECORDED

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SECTION D-D



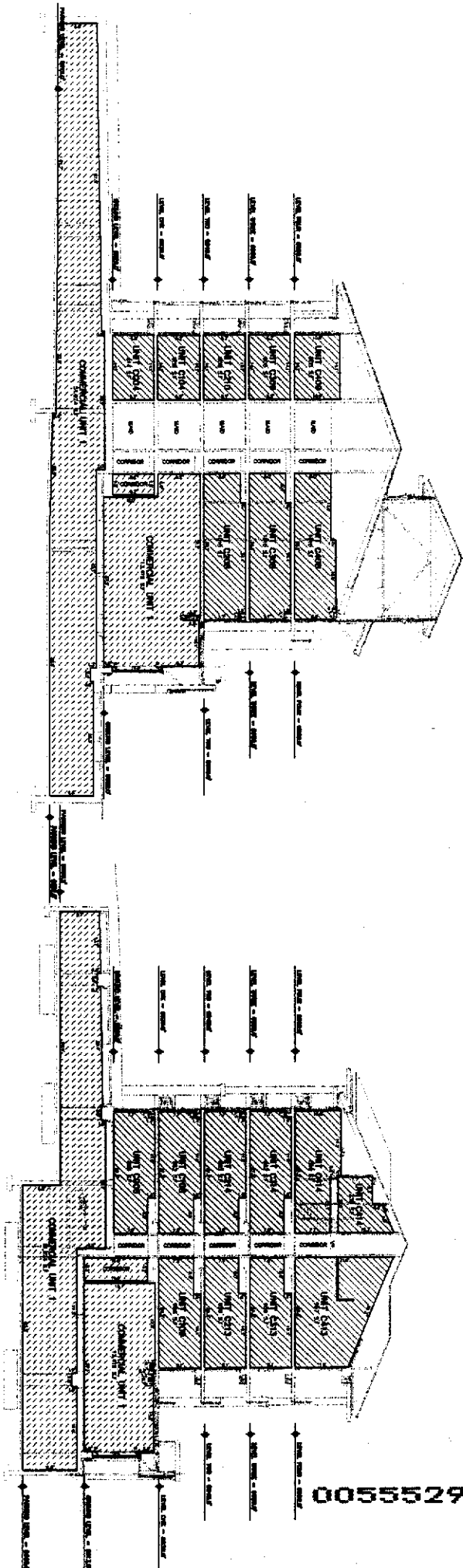
RECORD OF SURVEY MAP  
**SUNDIAL LODGE**  
 AT THE CANYON

A LITTON COMMERCIAL PROJECT  
 LOCATED IN THE QUINCY DISTRICT OF TOWNSHIP 26 NORTH, RANGE 1 EAST,  
 SAUL T. CANTO BLM AND SEVERAL SQUARE BLOCKS, TOWN  
 RECORDED CONVEYANCE NUMBER IN THE RECORDS OF CONDEMNATION OF SHAROT LODGE AT THE CANYON

SHEET 27 OF 28

00555290 Bk01300 Pg00216

JOB NO. 7-3-89 SUNDIAL LODGE



SECTION E-E

SECTION F-F



- COMMON AREAS AND FACILITIES OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES OWNERSHIP
- COMMERCIAL UNIT 1 CONVERTIBLE SPACE

**LEGEND**  
 ST. REPRESENTS SQUARE FEET.  
 CU. REPRESENTS CUBIC FEET.  
 V. REPRESENTS VOLUME.

**A UTM CONDOMINIUM PROJECT**  
 LOCATED IN THE UNINCORPORATED TOWNSHIP OF SUNDIAL, COUNTY OF SMOKE, STATE OF UTAH, RANGE 3 EAST, TOWNSHIP 36 NORTH, RANGE 12 SOUTH, SECTION 16, T4S, R12E, S36N, UTM ZONE 12N, UTM COORDINATES: 601300 E, 600217 N.  
 Map data courtesy provided to the Subdivider by Sundial Lodge at The Canyons.

**SUNDIAL LODGE**  
 AT THE CANYONS

00555290 Bk01300 Pg00217

JOB NO. 2-2-98 SUNDIAL LODGE

RECORDED  
 STATE OF UTAH, COUNTY OF SMOKE AND FIELD  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 FEE \_\_\_\_\_ RECORDS

SHEET 28 OF 28