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SECOND AMENDED AND RESTATED DECLARATION AND BYLAWS OF THE PLUM CREEK CONDOMINIUM PROJECT

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This Declaration is made on the date executed below by the Management Committee after being approved by at least 67% of the undivided ownership interest in the Common Areas and Facilities.

RECITALS

A. Plum Creek Condominium is a condominium project located in Eagle Mountain City, Utah County, Utah;

B. Plum Creek Condominium was created under and is governed by the Utah Condominium Ownership Act (Utah Code Ann. 57-8-1, *et seq.*) as amended from time to time;

C. Plum Creek Condominium was created and is governed by a declaration recorded December 31, 2003 as Entry No. 202442:2003, in the Utah County Recorder's Office ("Original Declaration"). The original Bylaws for Plum Creek Condominium Association was attached to the Original Declaration as Exhibit "D" ("Original Bylaws");

D. The Original Declaration was amended in its entirety effective January 24, 2005, and recorded as Entry No. 7506:2005, in the Utah County Recorder's Office ("First Amended Declaration");

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

F. This Declaration replaces the Original Declaration and the First Amended Declaration and all their amendments in their entirety;

G. The Bylaws replace the Original Bylaws and all its amendments in their entirety;

H. This Declaration and Bylaws shall be binding against all phases within the Project as described in Exhibit "A;"

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

J. Under the Original Declaration and First Amended Declaration, declarant rights have expired;

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

L. Under Utah Code Ann. § 57-8-1, the Management Committee certifies that more

than 67% of the undivided interests in the Common Areas and Facilities have affirmatively approved this Declaration;

M. Under Original Bylaws Section 13, the Management Committee certifies that more than 2/3 of the Members have affirmatively approved the Bylaws.

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

1 DEFINITIONS

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

1.1 Articles

Articles mean the Articles of Incorporation for Plum Creek Condominium Association.

1.2 Association

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

1.3 Board

Board means the Board of Directors. The Board governs the property, business, and affairs of the Association. The Management Committee will now be known as the Board.

1.4 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit "C."

1.5 Common Areas

Common Areas mean:

1.5.1 The land included within the Project;

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

1.5.3 Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;

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

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

1.5.6 Driveways, walkways, open and covered parking spaces, carports;

1.5.7 All other parts of the Project not specifically included in the Units, all parts of the

community shown as Common Area on the Map;

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

1.5.9 Common Area also includes parcel number 58:034:0479,which is held in the name of the Association.

1.6 Common Expenses

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

1.7 Condominium Act

Condominium Act shall mean Utah Code §§ 57-8-1 *et seq.*, as amended or replaced from time to time.

1.8 Declaration

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

1.9 Director

Director means a member of the Board.

1.10 Eligible Mortgagee

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

1.11 Governing Documents

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

1.12 Limited Common Areas

Limited Common Areas mean Common Areas designated in the Declaration as reserved for use by a certain Unit or Units to the exclusion of the other Units. Limited Common Areas include, without limitation, patios and balconies immediately adjoining or connected to a Unit, and fenced rear yards.

1.13 Map

Map means the record of survey map on file with the Utah County Recorder.

1.14 Member

Member means an Owner.

1.15 Mortgage

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

1.16 Mortgagee

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

1.17 Nonprofit Act

Nonprofit Act means Utah Code §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

1.18 Owner

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

1.19 Percentage Interest

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

1.20 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

1.21 Project

Project means Plum Creek Condominium as shown on the Map. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

1.22 Resident

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

1.23 Townhome Unit

Townhome Units means a unit located within the 2-unit, 3-unit, and 4-unit buildings.

1.24 Unit

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

1.24.1 Wallboard, lath and plaster, plasterboard, paneling, wall tile, wall paper, paint, or any other material constituting part of the finished surface of an exterior, load bearing, or party wall;

1.24.2 All non-load bearing interior walls or partitions;

1.24.3 Any material constituting part of the finished surface of the floor;

1.24.4 Any material constituting part of the finished surface of the ceiling;

1.24.5 Doors, door frames, windows, window frames, interior moldings, interior and exterior door casings, and any materials necessary to attach or weatherproof doors and windows;

1.24.6 Ducts, chutes, flues, cold air returns, furnaces, air conditioning condensers, lines any other heating, venting, and air conditioning apparatus serving a single unit, whether or not

located within the Unit boundaries as defined on the Map;

1.24.7 Pipes, gas lines, fire suppression systems, valves, couplings, elbows, tees, escutcheons, water supply lines, water heaters, boilers, faucets, shower heads, finished plumbing fixtures, or any other plumbing apparatus or fixture serving a single Unit, whether or not located within the Unit boundaries as defined on the Map.

1.24.8 Cabinets, countertops, built-in shelving units, or any other finish carpentry;

1.24.9 Wires, conduits, junction boxes, switches, outlets, plates, electrical panels, electrical service, interior light fixtures (whether or not recessed), phone cable, data cable, audio visual cable, appliances, or any other electrical wire or apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;

1.24.10 Public utility lines or installations serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;

1.24.11 Anything inside the Unit boundaries, which can be removed without jeopardizing the structural integrity or usefulness of the remainder of the building; and

1.24.12 Townhome Units also include the rear yard area and fence.

2 SUBMISSION

The Project and the Governing Documents are submitted to provisions of the Condominium Act.

The Project, Owners, and Governing Documents are also subject to The Community Declaration for The Ranches at Eagle Mountain Master Homeowner's Association, Inc., as it may be amended and replaced from time to time. The original Community Declaration was recorded as Entry No.: 65905:2004 in the Utah County Recorder's Office.

3 IMPROVEMENTS

3.1 Description of Improvements

The improvements included in the Project consists of 20 buildings (two 12-unit buildings; 12 2-unit buildings; four 4-unit buildings; two 3-unit buildings); concrete walkways, curb and gutter; asphalt roadways and parking lot; landscaping; and covered parking structures.

The buildings are constructed with the following materials: wood frames with load and non-bearing walls studded with wood; floors composed of wood joists covered with plywood and particle board; wood truss roofs covered with plywood, membrane roofing, and asphalt shingles; stucco veneer, vinyl or wood composition siding.

3.2 Description of Common Areas and Limited Common Areas

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

3.3 Description of Units

The Map shows the Units, their location, and dimensions from which their area may be determined. Units may be independently owned, encumbered, and conveyed.
The legal description in a deed to a Unit shall substantially be stated in the following form:

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

3.4 Contents of Exhibit "B"

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

3.5 Computation of Percentage Interests

The proportionate share of the Unit Owner's interest in the Common Areas of the Project is based on an equal percentage ownership interest in the Common Areas.

After partial destruction or condemnation of the Project, the proportionate share of the Owners interest in the Common Areas shall be based adjusted to reflect an equal percentage ownership interest in the Common Areas for the remaining Units.

4 EASEMENTS

4.1 Easement for Encroachment

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

4.2 Access for Repair of Common Areas

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

4.3 Emergency Repairs

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

4.4 Right of Ingress, Egress, and Enjoyment

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

4.5 Common Facilities Located within a Unit

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

4.6 Association Easement

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

4.7 Easement for Utility Services

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

5 MAINTENANCE

5.1 Common Areas

Unless otherwise specified, the Common Areas shall be maintained, repaired, and replaced by the Association. Driveways serving Townhome Units shall be maintained, repaired, and replaced by the Owners of the Townhome Units which they serve (including without limitation snow removal).

5.2 Limited Common Areas

Owners shall maintain any Limited Common Area assigned to their Unit at their cost. The Owner shall keep the Limited Common Area in a clean, well-maintained, sanitary condition.

5.3 Units

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

6 MEMBERSHIP AND ASSOCIATION

6.1 Membership

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

6.2 Voting Rights

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

6.3 Status and Authority of Board

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

6.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

7 USE RESTRICTIONS

7.1 Use of Units

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

7.2 No Obstruction of Common Areas

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

7.3 Cancellation of Insurance/Nuisance

Owners and Residents shall not do or keep anything in a Unit, which would result in the cancellation of insurance or increase the premium. Owners and Residents shall not do or keep anything in a Unit which would violate a law. No noxious, destructive, or offensive activity shall be done in a Unit. No activity shall be done which creates a nuisance.

7.4 Rules and Regulations

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

7.5 Structural Alterations

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

7.6 Signs

Owners and Residents shall not post signs in the Common Area. Holiday signs, for rent signs, and for sale signs may be posted in the Unit's window as allowed by the rules and regulation or upon special written permission from the Board.

7.7 Pets

Household pets are allowed and shall be regulated by the rules, which may include a requirement to register the pet and pay a fee.

If an Owner or Resident violated the pet rules, the Board has authority, in addition to all other enforcement remedies, to require the Owner to remove the pet from the Project.

7.8 Vehicles

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

Except for emergency repairs to enable movement to a repair facility, Owners and Residents shall not repair or restore vehicles in the Common Area or Limited Common Area. Emergency repairs are repairs that can be completed within a short time period and include, by illustration, changing a tire, replacing a windshield, or other simple repair to enable movement. No repairs may take longer than 12 hours. No repairs may be made for commercial purposes.

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

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

7.9 Aerials, Antennas, and Satellite Dishes

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

7.10 Timeshares

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

7.11 Leases

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

7.12 Open Fires

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

7.13 Smoking

Smoking in the Common Areas is prohibited. Owners shall inform their tenants and guests about the no smoking policy.

7.14 Firearms and Projectile Weapons

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

8 ENFORCEMENT

8.1 Compliance

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

8.2 Remedies

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

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

8.2.2 To levy fines pursuant to procedures adopted by the Board. The procedures shall comply with the Condominium Act;

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

8.2.4 To suspend the voting right of the Owner; and

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

8.3 Action by Owner

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

8.4 Hearings

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

9 ASSESSMENTS

9.1 Covenant for Assessment

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

9.2 Annual Budget

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

9.3 Reserve Account

The Association shall establish a reserve account to fund long-term maintenance and replacement items, and for any other purpose indicated by Board resolution. The Board shall conduct a reserve study as required by the Condominium Act and present such study to the Owners at the annual meeting. The Owners shall vote whether and how to fund the reserve. The Directors shall not be liable for the Owners decision to underfund or not fund the reserve account.

9.4 Regular Assessment

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

9.5 Special Assessment

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas. The Association may levy a special assessment up to 25% of the annual budget without approval from the Owners. If a special assessment exceeds 25% of the annual budget, it must be approved by a majority of a quorum of Owners.

9.6 Supplemental Assessment

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget. The Association may levy a supplemental assessment up to 25% of the original annual budget without approval from the Owners. If a supplemental assessment exceeds 25% of the original annual budget, it must be approved by a majority of a quorum of Owners.

9.7 Individual Assessment

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

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

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

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

9.7.4 Services provided to an individual Unit or group of Units that are not provided to other Units;

9.7.5 Reinvestment or transfer fees, which shall be triggered by the transfer of a Unit; and

9.7.6 Any charge described as an individual assessment by the Governing Documents;

9.8 Apportionment of Assessments

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

9.9 Nonpayment of Assessment

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

9.10 Application of Payments

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

9.11 Acceleration

If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

9.12 Suspension of Voting Rights

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

9.13 Termination of Utility Service and Access to Recreational Facilities

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

9.14 Collection of Rent from Tenant

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

9.15 Lien for Assessment

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

9.16 Enforcement of Lien

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

9.17 Subordination of Lien

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

10 INSURANCE

10.1 Types of Insurance Maintained by the Association

The Association shall obtain the insurance coverage required by Condominium Act Section 43, as may be amended and replaced from time to time. All provisions contained in this Article shall be subject to Condominium Act Section 43, as may be amended or replaced from time to time. Minimally, the Association shall obtain the following insurance coverage ("Master Policy"):

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

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

10.1.3 Property, fire, and extended hazard for all buildings and Units, including any improvement, which is a permanent part of the Unit. For example, the Association shall insure cabinets, wall coverings, built-in appliances, interior walls, floor coverings, and attached fixtures.

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

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

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

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

10.2 Insurance Company

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

10.3 Premium as Common Expense

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

10.4 Insurance by Owner

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

10.4.1 An individual owner's policy (commonly known as HO6) to cover the contents and lost rents;

10.4.2 Liability insurance;

10.4.3 Insurance to cover the Master Policy deductible;

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

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

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

Owner and Unit.

10.5 Payment of Deductible

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

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

10.6 Right to Adjust Claims

The Association has the right and authority to adjust claims.

11 DAMAGE, DESTRUCTION, CONDEMNATION

11.1 Damage or Destruction

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

11.1.1 If Master Policy insurance proceeds are sufficient to repair or reconstruct the improvements, the improvements shall be repaired or reconstructed as quickly as possible;

11.1.2 If Master Policy insurance proceeds are insufficient to repair or reconstruct the improvements and less than 75% of the Project's improvements are destroyed or damaged, repair or reconstruction shall be carried out. If necessary, the Board may levy an Individual Assessment against the affected Owners.

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

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

11.2 Damage caused by Owner

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

11.3 Condemnation

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

12 MORTGAGEES

12.1 Application

The protections and requirements under this Article shall only apply to Mortgagees obtaining an interest in a Unit after this Declaration is recorded. Mortgagees with an interest in a Unit prior to the recordation of this Declaration shall be bound by the Mortgagee protections in the original declaration recorded in the Utah County Recorder's Office as Entry No. 3157268.

12.2 Eligible Mortgagees

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

12.3 Notices of Action

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

12.3.1 Any proposed amendment to the Governing Documents affecting:

12.3.1.1 The boundaries of a Unit or easement rights of an Owner;

12.3.1.2 A Unit's undivided ownership interest in the Common Areas; or

12.3.1.3 The calculation of assessments or votes;

12.3.2 Any proposed termination of the Project or Declaration;

12.3.3 Any condemnation or casualty loss which materially affects the Project or a Unit on which there is a Mortgage;

12.3.4 An Owner subject to a Mortgage who is 60 days past due in payment of assessments;

12.3.5 A lapse, cancellation, or material modification of any insurance policy required under this Declaration.

12.4 Restoration or Repair of Project

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

12.5 Termination of Declaration after Substantial Destruction

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

13 MISCELLANEOUS

13.1 Amendment of Declaration

Owners representing 60% or more of the undivided ownership interests in the common areas must approve any amendment to the Declaration. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines, if failure to comply would disqualify the Project from financing eligibility. 51% of Eligible Mortgagees must approve any amendment affecting the following provisions:

13.1.1 Calculation of votes based on undivided ownership interest in the Common Areas;

13.1.2 Calculation of assessments based on undivided ownership interest in the Common Areas or priority of liens;

13.1.3 Reserves for maintenance, repair, and replacement of Common Areas;

13.1.4 Insurance or fidelity bonds;

13.1.5 Rights to use the Common Areas;

13.1.6 Maintenance responsibilities;

13.1.7 Expansion or contraction of the Project;

13.1.8 Convertibility of Units to Common Area or vice versa;

13.1.9 The undivided ownership interests in the Common Areas and Limited Common Areas;

13.1.10 Imposition of a right of first refusal or similar restriction on the right of an Owner to sell or transfer a Unit;

13.1.11 If professional management is required by a governmental institution or Mortgagee, the establishment of self-management;

13.1.12 Any provision expressly benefitting a Mortgagee.

13.2 Termination of Declaration

Owners representing 75% or more of the undivided ownership interests in the Common Area must approve a termination of the Declaration. If terminating for any reason other than destruction or condemnation, 75% or more of Eligible Mortgagees must approve termination of the Declaration.

13.3 Votes without a Meeting

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

13.4 Service of Process

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

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

13.5 Taxes on Units

Each Unit and its undivided percentage interest in the Common Areas is subject to separate taxation of each taxing authority. Consequently, no taxes will be assessed against the Project except for Association personal property. Each Owner will pay all taxes which may be assessed against him or his Unit.

13.6 Covenants Run with the Land

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

13.7 Severability

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

13.8 Waiver

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

13.9 Gender

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

13.10 Headings

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

13.11 Conflicts

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

13.12 Effective Date

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

IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by its duly authorized officers.

DATED: _____.

Plum Creek Condominium Association

Mike Cusano

By: Mike Cusano

Its: Chairman PLUM CREEK HOA

STATE OF UTAH)
:ss.
County of Utah)

On this 17 day of January, 2012, personally appeared before me Mike Cusano who being by me duly sworn, did say that they are the agent of the Association authorized to execute this Declaration and did certify that more than 67% of the undivided ownership interests in the Common Areas approved this Declaration.

VICTORIA KEETCH
Notary Public
State of Utah
Comm. No. 654241
My Comm. Expires May 4, 2016

Victoria Keetch
NOTARY PUBLIC

Exhibit A

Legal Description

All Units in all Buildings, Plum Creek Condominium, Plat A, amended, as shown on the official plat thereof on record in the Utah County Recorder's Office.

Parcel Nos.: 49:590:0001 and all other parcels located in Plum Creek Condominium, Plat A, Amended.

AND ALSO

Parcel No.: 58:034:0479

Exhibit B

Undivided Ownership Interest

Unit No.	Undivided Ownership Interest
1-70	1.428%

Exhibit C

Bylaws of Plum Creek Condominium Association

1 BYLAW APPLICABILITY/DEFINITIONS

1.1 Definitions

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

1.2 Bylaw Applicability

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

2 ASSOCIATION

2.1 Composition

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

2.2 Annual Meeting

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

2.2.1 Roll call and verification of quorum;

2.2.2 Approval of minutes from preceding annual meeting;

2.2.3 Reports of officers;

2.2.4 Review of reserve study, vote on reserve account;

2.2.5 Special committee reports;

2.2.6 Election of directors;

2.2.7 Unfinished business from preceding annual meeting; and

2.2.8 New business.

2.3 Special Meeting

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

notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

2.4 Place of Meeting

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

2.5 Conduct of Meeting

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

2.6 Quorum

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

2.7 Voting

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

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

2.8 Good Standing

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

2.9 Proxies

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

2.10 Mail-in Ballots

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

2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, except election of directors, may be taken by written

consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

3 BOARD OF DIRECTORS

3.1 Number of Directors

There shall be three to five Directors. The number of Directors shall be determined by a vote of the Board.

3.2 Selection and Term of Directors

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

Directors shall serve staggered terms of two years. Directors shall hold office until their successor is elected. If the Directors' terms become non-staggered (*i.e.*, after removal of the entire Board or change in the number of Directors), the initial term of each member (1 or 2 years) shall be decided by vote of the newly elected Directors at their organization meeting. There is no limit on the number of terms a Director may serve.

3.3 Vacancies

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

3.4 Removal of Directors

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

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

3.5 Organization Meeting

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted within seven days of the annual meeting.

3.6 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least five days prior to the

meeting.

3.7 Special Meetings

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

3.8 Conduct of Meetings

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

3.9 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if directors leave. Directors may attend a meeting telephonically.

3.10 Waiver of Meeting Notice

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

3.11 Action without Meeting

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

3.12 Powers and Duties

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

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

3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;

3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;

3.12.3 Delegate authority to a managing agent to act on behalf of the Association;

3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas;

3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association.

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

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

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

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

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

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

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

3.12.13 Create committees;

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

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

3.13 Manager

The Board may employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12.

3.14 Compensation

Directors shall not be compensated for their work. However, they may seek reimbursement for

actual costs and mileage incurred during their service.

3.15 Limitation of Liability

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

4 OFFICERS

4.1 Election and Term of Officers

The officers of the Association shall be elected by the Board. Officers shall serve one year terms and shall serve until their successor is elected.

4.2 Removal of Officers

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

4.3 Offices

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

4.3.1 President

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

4.3.2 Vice President

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

4.3.3 Secretary

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

4.3.4 Treasurer

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

4.4 Delegation of Duties

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

being properly discharged.

4.5 Compensation

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

5 NOTICE

5.1 Manner of Notice

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

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

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

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

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

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

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

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

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

5.2 Waiver of Notice

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

6 FINANCES

6.1 Fiscal Year

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

6.2 Checks, Agreements, Contracts

All checks, contracts deeds, leases, and other instruments used for expenditures or obligations over $500.00 shall be executed by two officers. All instruments for expenditures of obligations

less than $500.00 may be executed by one officer and any other person authorized by the Board.

6.3 Availability of Records

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

7 AMENDMENT TO BYLAWS

7.1 Amendments

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

7.2 Recording

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

8 MISCELLANEOUS

8.1 Office

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

8.2 Conflicts

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

8.3 Severability

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

8.4 Waiver

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

8.5 Captions

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

8.6 Gender, etc.

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

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers.

DATED: December 19, 2012

Plum Creek Condominium Association

Mike Cusano

By: Mike Cusano

Its: _____

STATE OF UTAH)
:ss.
County of Utah)

On this 19th day of December, 2012, personally appeared before me Mike Cusano who being by me duly sworn, did say that they are the agent of the Association authorized to execute these Bylaws and did certify that more than 67% of the undivided ownership interests in the Common Areas approved these Bylaws.

VICTORIA KEETCH
Notary Public
State of Utah
Comm. No. 654241
My Comm. Expires May 4, 2016

Victoria Keetch
NOTARY PUBLIC