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**AMENDED AND RESTATED
DECLARATION AND BYLAWS**

For

THE HOLLYWOOD CONDOMINIUMS

A UTAH CONDOMINIUM

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND
BYLAWS

FOR

THE HOLLYWOOD CONDOMINIUMS

A UTAH CONDOMINIUM DEVELOPMENT

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND BYLAWS FOR THE HOLLYWOOD CONDOMINIUMS (the "Declaration") is made and executed by the members and Board of Directors of the Hollywood Homeowners Association (hereinafter referred to as "Association") this ____ day of _____, ____.

RECITALS:

WHEREAS, the Association is the managing agent for all of the owners of the real property and improvements located at 234 East 100 South, Salt Lake City, Salt Lake County, Utah, hereinafter more particularly as follows (the "Property"):

In Salt Lake County, State of Utah:

Beginning 82.5 feet East from the Northwest corner of Lot 6, Block 72, Plat "A", Salt Lake City Survey; thence East 70.5 feet; thence South 132 feet; thence West 70.5 feet; thence North 132 feet to the point of beginning.

Subject to and together with a right of way description as follows:

Beginning 158 feet East from the Northwest corner of Lot 6, Block 72; thence South 116.34 feet; thence South 45 East 8 feet; thence East 34.34 feet; thence North 122 feet; thence East 17 feet; thence South 132 feet; thence West 67 feet; thence North 132 feet; thence East 10 feet to the point of beginning.

TAX SERIAL NO. 16-06-129-003

WHEREAS, the Declaration of Condominium for Hollywood Condominium was recorded in the office of the County Recorder of Salt Lake County, State of Utah on the 6th day of July, 1995 as Entry No. 6115673 in Book 7182 at Pages 1610-1657 of the official records (the "Declaration").

WHEREAS, the Correction to the Declaration for the Hollywood Condominiums, as filed on July 25, 1995 as Entry No. 6126056, has been incorporated into the body of this document (the "Amendment").

WHEREAS, management and control of the Project has since been transferred by the original declarant or its successors in interest to the Association.

WHEREAS, this document affects the Property described above and the residential Units, which are located in Salt Lake County, Utah, described with particularity on Appendix A, attached hereto and incorporated herein by this reference.

WHEREAS, all of the voting requirements of Section 18 of the Declaration and Article VIII, Section 1 of the Bylaws have been satisfied.

WHEREAS, the covenants, conditions, and restrictions contained in this Declaration and in the appendices hereto shall be enforceable equitable servitudes and shall run with the land; and

WHEREAS, Declarant filed a Condominium Plat Map which is incorporated herein by reference (the "Map"); and

WHEREAS, Declarant deemed it desirable for the efficient preservation of the values and amenities in said community to create a Home Owners Association (the "Association") which has been assigned and delegated the powers of maintaining and administering the Common Area properties and facilities and administering and enforcing the covenants, restrictions, and Bylaws within this Declaration and collecting and disbursing the Assessments and charges hereinafter created;

NOW, THEREFORE, the Association hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit and burden of each owner thereof.

1 Dedication.

1.1 General. The Association, by the filing and recordation of this Declaration, and the aforesaid Map, resubmits the herein described real property and the buildings and other improvements constructed thereon to the provisions of this Declaration for the development of Hollywood Condominiums. In so doing, the Association hereby resubmits the Property to the terms, conditions, and restrictions of the Utah Condominium Ownership Act (U.C.A. §57-8-1, et seq. (1994)). Declarant has sold fee simple title to each Unit at the Hollywood Condominium together with an appurtenant undivided ownership interest in the Common Areas and Facilities. All Units, as well as the Common Areas, shall be subject to the covenants, conditions, and restrictions contained herein and in the Bylaws of the Association. This Declaration is hereby incorporated into and made a part of the Map by this reference.

1.2 Articles of Incorporation and Bylaws. The administration of the Association and the Property shall also be governed by Articles of Incorporation and Bylaws which are embodied in separate instruments. A copy of the Bylaws is appended to and recorded with this Declaration. The Association shall make available to Owners, lenders, and mortgagees copies of the Declaration and Bylaws of the Association and any other books, records, rules, and regulations, as well as copies of an annual audited financial statement, if any is prepared.

1.3 Definitions. All terms used in this Declaration and the appended Articles of Incorporation and Bylaws shall have the same definition as provided herein unless the context or other statutory regulation shall require otherwise. The definitions contained in the Utah Condominium Ownership Act, U.C.A. §57-8-3 (1994) (the "Act") are also included herein, except that if any definition in the Act is inconsistent, incongruent, or in conflict with the definition in this Declaration, the Act shall in all respects govern and control.

1.4 Name. The property shall be known as HOLLYWOOD CONDOMINIUMS, a Utah Condominium. The address of the property is 234 East 100 South, Salt Lake City, Utah. '

2 Description of the Land.

The Property shall be that certain real property located in Salt Lake County, State of Utah, containing approximately .22 acres and 31 units, as more particularly described in the Recitals of this Declaration.

3 Definitions. The terms used herein shall have the following meanings:

3.1 The terms "Association," "Homeowners Association" or "HCOA" shall mean and refer to HOLLYWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION, a nonprofit corporation, its successors and assigns. The Association is charged with and shall have the responsibility and authority to make and to enforce the Act, Declaration, Bylaws, Articles, and rules and regulations covering the operation and maintenance of the Project (the "Governing Documents").

3.2 The terms "Capital Improvement" shall mean and refer to all new improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

3.3 The terms "Common Areas and Facilities" and "Common Facilities" are used interchangeably. The terms shall mean the property (including the improvements thereon) owned or managed by the Association for the common use and enjoyment of the Owners, subject to the Declaration, other than the Property designated as Units upon the Map as more specifically described below. These Common Areas and Facilities shall include, but not necessarily be limited to, the distribution systems for all utilities into a Unit or Common Area, the boiler room, all interior hallways, all interior and exterior

stairways, the spaces between party walls, the roof of the structure, the attic space above D Level, as well as a reasonable means of access to each such Common Area and Facility. The Common Areas and Facilities shall be owned or managed by the Homeowners Association for the common use and enjoyment of Unit Owners. The term Common Facilities shall include all common utility services, common heating system, water, sewer, electricity, gas, and other services which might be obtained for the common benefit of the Units. An improvement shall be considered "common" if it serves or services two or more Units.

3.4 The terms "Common Heating System" shall mean and refer to the pipes, radiators, and boiler, and all other composite elements which together form the central system for heating the Units and Common Areas. The Common Heating System does not include the electric heat which exists in portions of the three-bedroom Units. The cost of that electric heat shall be paid for separately by those Unit Owners.

3.5 The terms "Limited Common Area" shall mean and refer to that Common Area designated in this Declaration or in the Condominium Plat as reserved for the use of a certain Unit Owner to the exclusion of the other Unit Owners. Any entry, doorstep, landing, balcony, private area, storage locker, or other improvements intended to serve only a single Unit, shall constitute Limited Common Area appertaining to that Unit exclusively, whether or not the Map makes such a designation.

3.6 The terms "Common Expenses" shall mean and refer to: all common expenses of administration, insurance, maintenance, repair, or replacement of the Common Areas and Facilities, the Common Heating System, including an adequate reserve fund for maintenance, repair, and replacement of those Common Areas and Facilities, and Common Heating System, that must be replaced on a periodic basis. Common Expenses shall also include all costs and expenses associated with the repair and maintenance of the exteriors of all Units, the landscaping maintenance, the Common Heating System, and repair of real property or improvements located within a Unit for which the Association is responsible, and other items which are not lawfully assessed to the Unit Owners in accordance with the provisions of the Governing Documents and this Project as the Association may from time to time adopt; and such other expenses incurred pursuant to agreements lawfully made and/or entered into by the Association.

3.7 The term "Declarant" or "original Declarant" shall mean Melvin J. Grossgold and Capital Redevelopment Partnership of Salt Lake, a Utah partnership, which has made this Declaration, and/or any successor to or assignee of the Declarant, which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the project as did its predecessor, unless the context clearly requires otherwise.

3.8 The terms "Declaration" or "Amended Declaration" shall mean this instrument by which the HOLLYWOOD CONDOMINIUMS are established as a Condominium Development.

3.9 The term "Eligible Mortgage Holders" means those holders of a first mortgage on a Unit who have submitted a written request that the Association notify them on any proposed action requiring the consent of a specified percentage of eligible mortgage holders.

3.10 The term "Family" shall mean and refer to *one* of the following: (1) a single person living alone; (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, such as a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent or great grandchild, with an additional person or persons as domestic help or a caretaker; (3) a group of not more than three unrelated persons living and cooking together as a single housekeeping unit and maintaining a common household, but not as a boarding or rooming house.

3.11 The terms "Map" or "Plat" or "Condominium Plat" shall mean and refer to the Record of Survey Map or Condominium Plat Map of HOLLYWOOD CONDOMINIUMS, a Condominium Development, recorded by Declarant.

3.12 The "Property" shall mean all of the property subject to the Declaration.

3.13 The term "Project" or "Condominium Project" shall mean and refer to the Property, as defined in section 3.12 above, together with all rights and obligations established by this Declaration.

3.14 The term "Repair" shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

3.15 The term "Unit" shall mean and refer to a separate physical part of the Property intended for independent use, consisting of rooms or spaces located in a Building. Units are shown in the Condominium Plat. Mechanical equipment and appurtenances located within any Unit or located without said Unit and designated to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioners, and related apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, casing and glass, both interior and exterior, doors and door frames and trim, both interior and exterior, and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the Building within which the Unit is situated shall be considered part of the Unit. A Unit shall not include pipes, wires, conduits, or other utility lines running through it

which are used for or which serve more than one Unit, and shall not include any load-bearing walls or floors comprising a part of the Building in which the Unit is contained.

3.16 The terms "Unit Owner" or "Owner" shall mean and refer to the reputed owner of a Unit as shown on the official records of the County Recorder of Salt Lake County, Utah, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Property, including Contract Sellers, but excluding those having such interest merely as security for the performance of an obligation, unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

3.17 The terms "Unit Number" shall mean and refer to the number and/or letter designating the Unit in the Declaration and in the Map.

4 Description of Units.

4.1 Title. Title to the Units shall be transferred or conveyed by "fee simple" transfers or conveyances from the current Owner to the new Owner. The Units shall include the interior wall surfaces and all of the interior space contained within the Unit as well as the interior and exterior window glass and window casing of a Unit. The Building structure is of masonry construction with interior walls with wood framing and plaster and/or sheet rock. The Building consists of 4 stories and 31 Units.

4.2 Undivided Ownership Interests. Each Unit shall include an undivided interest in all of the Common Areas and Facilities, the right to use those Common Areas and Facilities and any other easements available to the Association or the condominiums. The percentage of undivided interest in the Association and the Common Areas and Facilities owned by the Association appurtenant to each Unit for all purposes shall be as set forth in Appendix A. Each Unit, regardless of size, purchase price or location, shall have an equal voting interest in the Association, share equally in all losses and profits, and have an equal percentage of ownership interest in the Common Areas and Facilities, including for Assessment purposes, all as set forth in Appendix A.

5 Ownership of Common Areas and Facilities.

5.1 Ownership. The original Declarant has obligated the Association to manage, control, and regulate the Common Areas and Facilities, as more particularly described upon the Condominium Plat to the Association for its use and the enjoyment of its members, to be held and administered according to the provisions of this Declaration. The Unit Owners have an undivided ownership interest in all of the Common Areas and Facilities. The Common Areas and Facilities may not be subject to a lease between Unit Owners or the Association and any other party. This shall not constitute a dedication of the Common Areas for the general public.

5.2 Owners' Easement of Enjoyment. Every Unit and every Unit Owner shall have a non-exclusive easement for the use and enjoyment of the Common Areas and

Facilities, which non-exclusive easement shall be appurtenant to and shall pass with the title to every Unit. Each Unit Owner shall be subject to all the rights and duties assigned to Owners under the Governing Documents. These rights may not be separated or partitioned from the Unit to which they appertain. These rights shall be subject to the following provisions:

5.2.1 the right of the Association to charge fees for the use and maintenance of the Common Areas and Facilities;

5.2.2 the right of the Association to suspend the voting rights of an Owner for any period during which any Assessment against his or her Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

5.2.3 the right of the Association to grant easements across or along all or any part of the Common Area to any public agency, authority, or utility for the common benefit of the Units;

5.2.4 the right of the Association to control or regulate access to the boiler room, attic space, and roof due to safety and liability concerns;

5.2.5 the right of the Association to adopt and enforce Rental Rules and Restrictions as set forth in Section 14.

5.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and Facilities to the members of the Owner's family, the Owner's tenants, or contract purchasers who reside on the Property. The Common Areas may not be leased by the Association, and may not be leased by any Unit Owner except as the use thereof may be included in a lease of the Unit.

6 Purpose of the Property

6.1 General. The purpose of the Project is to provide residential housing for Unit Owners, their respective families, tenants and servants. No part of the Project may be used for commercial purposes unless it complies with all city ordinances governing home-based businesses and does not create a nuisance.

6.2 Initial Use Restrictions. The Units and Common Areas and Facilities shall be occupied, maintained, and used as follows:

6.2.1 A Unit shall be occupied as a permanent single family residence.

6.2.2 A Unit Owner shall not permit his or her Unit to be occupied or used other than as a private residence for a single family, without the advance written approval of the Association.

6.2.3 No parking spaces are available on the Property.

6.2.4 A Unit Owner shall keep his or her Unit, including the grounds surrounding the Unit, clean and sightly at all times and shall not use his or her patio and/or balcony for storage. The only permitted items on balconies shall be lawn type furniture and a gas barbecue. No charcoaling, except by gas grill, shall be permitted on the balconies or patios.

6.2.5 A Unit Owner shall not obstruct the Common Areas and Facilities. A Unit Owner shall not place or store anything within the Common Areas and Facilities without the prior written consent of the Association or its designee.

6.2.6 Without the prior written consent of the Association or its designee, a Unit Owner shall not permit anything to be done to or kept in or about his or her Unit that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

6.2.7 Without the prior written consent of the Association or its designee, a Unit Owner shall not permit any sign of any kind to be displayed to the public view from his or her Unit except for a small sign (not to exceed 17"x22") stating that the Unit is for sale.

6.2.8 A Unit Owner shall not permit any animals of any kind to be raised, bred, or kept in his or her Unit or upon the Property, except that the Association may provide in its rules and regulations that dogs, cats, and other household pets may be kept in Units subject to the rules and regulations adopted by the Association. If a dog, cat, or other household pet is kept in the Unit, the Association shall have the right to charge a pet deposit, registration fee or other administrative charges for any Unit having a dog, cat, or other household pet reflecting the cost, if any, to the Association for additional upkeep and maintenance to the Common Areas and Facilities directly attributed to the animal. Said fees shall be applied to all such dog, cat, or household pet owners.

6.2.9 A Unit Owner shall not permit or maintain any noxious or offensive activity or nuisance in, on or about his or her Unit, Common Areas or Facilities, or upon any other part of the Project. A Unit Owner shall not conduct any activities, including the construction of improvements, in his or her Unit, which are or may become unsafe or hazardous to any person or property.

6.2.10 A Unit Owner shall not violate any of the rules and regulations for the use of Units or Common Areas and Facilities, adopted by the Association and furnished in writing to the Unit Owners.

6.2.11 No boats, trailers, recreational vehicles, trucks (but not pickup trucks), commercial vehicles, or inoperable vehicles shall be parked or stored in

or upon any of the Common Areas, subject to such rules and regulations as the Association may from time to time promulgate.

6.2.12 No Owner shall, without the prior written consent of the Association, make or permit to be made any structural alteration, improvement, or addition in or to his or her Unit or to the Common Areas. No Owner shall, without the prior written consent of the Association, do any act that would impair the structural soundness or integrity of the building or the safety of the property or impair any easement or hereditament appurtenant to the Project. The Unit Owner may be required by the Board of Directors, as it deems necessary, to pay for and provide an engineer's estimate of impact of any proposed structural changes to the Unit. The providing of such estimate shall not guarantee the approval of the proposed changes by the Board of Directors.

6.2.12 Unless otherwise unanimously agreed by all of the Unit Owners, no Person or his or her affiliate may own more than four (4) Units at any one time. For purposes of this subsection the term "affiliate" shall mean and refer to any entity which a Person directs or controls or in which he or she has an ownership interest of 10% or more.

6.2.13 During the course of actual construction of any structures or improvements which are permitted to be located on the Property, a Unit, or upon real property adjacent to the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived as to the Association, its employees, subcontractors, successors, or assigns, to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a continuing violation of any said provisions, covenants, conditions, or restrictions following the completion of such construction upon the Project or adjacent Property.

7 Association of Unit Owners: Board of Directors.

7.1 Management. The management of the Association shall be governed generally by the Declaration and in particular by the Articles of Incorporation and Bylaws. The Association shall be entitled to choose a Board of Directors as such is referred to in the Governing Documents, consisting of not less than three (3) nor more than five (5) persons who shall be elected as provided in the Bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Board of Directors or officers of the Association shall be binding upon all the Unit Owners, their successors, and assigns. All rights and powers referred to in this Declaration as belonging to the Association, unless specifically provided for otherwise, shall belong to the Association and shall be carried out by the Association's Board of Directors or its designated officers. The Board of Directors is authorized and empowered to take all actions necessary on behalf of the Association unless specifically provided for otherwise in this Declaration.

7.2 Powers. The Association and the Board of Directors shall have all the powers, duties, and responsibilities as are now or may hereafter be provided to the Board of Directors by the Governing Documents, including but not limited to the following:

7.2.1 To make and enforce all house rules and administrative rules and regulations covering the operation and maintenance of the property.

7.2.2 To engage the services of a manager or managing company, accountants, attorneys, or other employees or agents and to pay to said persons a reasonable compensation therefore; provided, however, that any management agreement must be terminable by the Association for cause upon thirty (30) days' written notice and without cause with sixty (60) days' prior written notice without any penalty, cost, or fee, and that the term of any said management agreement may not exceed one (1) year, renewable by agreement for successive one-year periods. Any such contract cannot require the payment of any penalty by the Association or any advance notice of more than ninety (90) days.

7.2.3 To operate, maintain, repair, improve, and replace the Common Areas and Facilities, Common Utilities, and Common Heating System, including the entering into of agreements for the use and maintenance of the Common Areas and Facilities, Common Utilities, and Common Heating System, and adjacent, contiguous property for the benefit of the Association.

7.2.4 To determine and pay expenses related to the Common Areas and other Common Expenses, including, but not limited to, the costs of the Common Heating System, water, and sewer.

7.2.5 To assess and collect the proportionate share of Common Expenses from the Unit Owners.

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

7.2.7 To open bank accounts on behalf of the Association and to designate the signatures therefor.

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

7.2.9 To bring, prosecute, and settle litigation for itself, the Association and the property, provided that it shall make no settlement which results in an uninsured liability against the Association, or the Property, in excess of \$15,000 without prior approval of a majority of Unit Owners.

7.2.10 To obtain insurance for the Association with respect to the Common Areas and Facilities and the Common Heating System, as well as workman's compensation insurance, and other insurance it deems appropriate.

7.2.11 To repair or restore the Common Areas and Facilities, and the Common Heating System following damage or destruction, or a permanent taking by the power of eminent domain or by an action or deed in lieu of condemnation, not resulting in the removal of the Property from provisions of this Declaration.

7.2.12 To own, purchase, or lease, hold and sell or otherwise dispose of, on behalf of the Unit Owners, items of personal Property necessary to or convenient in the management of the business and affairs of the Association and in the operation of the Property.

7.2.13 To keep adequate books and records.

7.2.14 To purchase or acquire land, an easement or right of way.

7.2.15 To adopt and enforce Rental Rules and Restrictions as set forth in Section 14 below.

7.2.16 To borrow funds as needed to maintain, repair, or improve the building and its amenities. The borrowing of funds in excess of \$5,000.00 shall require the prior express written affirmative consent of at least a majority of the Unit Owners.

7.2.17 To do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any Unit as the same is necessary to protect or preserve the Property; provided, however, that any act which constitutes a "material change" as defined in Section 18 must be approved as set forth in that Section.

7.3 Delegation of Powers. The Association may delegate to a manager or management company all of its foregoing powers, duties, and responsibilities referred to in paragraph 7.2 above, subject to the provisions of paragraph 7.2.2, except; the final determination of Common Expenses, budgets, and Assessments based thereon; the promulgation of house rules and administrative rules and regulations; the power to enter into any contract involving more than \$5,000 in any one fiscal year; the opening of bank accounts; the power to purchase, hold, sell, convey, mortgage, or lease any Units in the name of the Association, or to bring, prosecute, and settle litigation. The foregoing powers shall be maintained by the Association or the Board of Directors at all times.

7.4 Limitation of Liability. Members of the Board of Directors, the officers, and any assistant officer, agents and employees of the Association (i) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence, or otherwise, except for their own gross negligence, willful misconduct or

bad faith; (ii) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal, direct, or imputed liability in tort to any Unit Owner or any person or entity, by virtue of acts performed by them, except for their own gross negligence, willful misconduct or bad faith, or 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 Property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

7.5 Indemnity. The Association shall indemnify and hold harmless any person, that person's heirs, and personal representatives, from and against all personal liability and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative instituted by any one or more Unit Owners, or any other persons or entities, to which the person shall be or shall be threatened to be made a party by reason of the fact that the person is or was a member of the Board of Directors or an officer or assistant officer, agent, or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to that person's gross negligence, provided, in the case of any settlement, that the Board of Directors shall have approved the settlement, which approval shall not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Board of Directors or otherwise. The indemnification by the Unit Owners as contained herein shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

8 Association of Unit Owners: Membership and Voting.

8.1 Membership. Each Owner, by virtue of his or her acceptance of a deed or other document of conveyance, shall be entitled and required to be a shareholder (referred to herein as a "member") of the Association; membership shall begin immediately and automatically upon becoming an Owner of a Unit and shall terminate immediately and automatically upon ceasing to be an Owner of a Unit. If title to a Unit is held by more than one person, the Owners of that Unit must designate in a writing filed with the Association, the name of the Owner who may vote, unless the tenancy is a joint tenancy, in which event either Owner (but only one vote) may vote. An Owner shall be entitled to one membership for each Unit owned by him or her. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Unit shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the Owner's membership in the Association, and the rights appurtenant thereto. No person or entity other than an

Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Unit.

8.2 Voting. The Association shall have one (1) class of voting membership:

Class A. Class A members shall be Unit Owners. Each Class A member shall be entitled to the number of votes appurtenant to each respective Unit as shown on Appendix A. In the event more than one Class A member owns an interest in a Unit the votes of such Unit shall be exercised as they themselves determine and advise the Association in writing, but in no case shall more than the applicable number of votes designated on Appendix A be cast with respect to any one Unit by Class A members.

9 Maintenance, Alteration, and Improvement.

9.1 Association Responsibility. The maintenance, alteration, replacement, and repair of the Common Areas and Facilities, the Common Utilities, and the Common Heating System shall be the responsibility of the Association, which shall be kept in a clean and sanitary condition, and the cost thereof shall be a Common Expense. The Association shall maintain to the extent that the same is not provided by utility services, utility mains to the boundary of each Unit. All incidental damages caused to a Unit by the maintenance, alteration, replacement, and repair of the Common Areas and Facilities, the Common Heating System, or utility services shall be repaired promptly at the expense of the Association.

9.2 Unit Owner Responsibility. The Unit Owners shall have the responsibility to maintain, repair, replace, and keep in a clean and sanitary condition, at the Unit Owner's expense, all portions of the Owner's Unit except as provided in Section 9.3 hereof, including the utility connections used in their Unit. Each Unit Owner is responsible for any damage he or she may cause to another Unit or the Common Areas and Facilities, not covered by insurance, such as damage caused by a broken pipe in or serving only his or her Unit or his or her bathtub, sink or toilet overflowing.

9.3 Exterior Maintenance. The Association shall be responsible for and shall provide exterior maintenance upon each Unit, including the balconies, within the Project including painting, repair, and replacement of roofs, gutters, downspouts, and exterior building surfaces, as necessary, which shall be paid for as a Common Expense. However, any damage to the exterior of a Unit in excess of normal wear and tear caused by a Unit Owner shall be repaired by the Association but shall be paid for by the Unit Owner directly. The cost of such exterior maintenance shall be added to and become part of the Assessment applicable to the Unit. The exterior maintenance of the Units for which the Association shall be responsible shall not include glass surfaces or window casings, which are the responsibility of Unit Owners. In addition to the maintenance of exterior surfaces, the Association shall be responsible for and shall maintain and provide landscaping upon the Common Areas. The Association shall have the irrevocable right to have access to each Unit as may be necessary to maintain exterior surfaces, the Common Areas and Facilities, the Common Heating System, and Common Utilities as reasonably

required under this paragraph or as otherwise permitted in this Declaration. The Association shall maintain such financial reserves as necessary to timely anticipate the expenses and responsibilities provided herein.

9.4 Architectural Control. No Unit Owner may alter the configuration of his or her Unit by building or removing walls or other structures until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors. The Board of Directors may request, and the Unit Owner shall then be required to pay for and provide, an engineer's estimate of impact for any proposed changes to the structure of the Unit. The providing of such estimate of impact does not guarantee the Board's approval of the proposed changes.

10 Insurance

10.1 General. The Association shall obtain and maintain at all times insurance of the type and kind as provided herein and required by the Utah Condominium Ownership Act, U.C.A., Section 57-8-29 (2000), as amended or supplemented, and including insurance for such other risks, of a similar or dissimilar nature, covering the Common Areas and Facilities and the Common Heating System, as are or shall hereafter customarily be covered with respect to other properties similar to the Property in construction, design, and use. The Association shall obtain insurance with the following minimum provisions or endorsements:

10.1.1 Exclusive authority to adjust losses shall be vested in the Association and/or the Board of Directors as insurance trustee or any successor trustee as designated by the Association, including the right not to submit claims which may cause or threaten to cause any increase in premiums or cancellation of coverage.

10.1.2 The insurance coverage shall not be brought into contribution with insurance purchased by individual Unit Owners or their respective mortgages.

10.1.3 Each Unit Owner shall obtain insurance covering the Unit Owner's real and personal property interest at the Unit Owner's own expense.

10.1.4 The insurer shall be required to waive its right of subrogation as to any and all claims against the Association, each Unit Owner, and/or their respective agents, employees, or tenants, and of all defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

10.1.5 The policy shall provide that insurance coverage cannot be canceled, invalidated, or suspended because of the conduct of any one or more individual Unit Owners or their respective lessees, employees, agents, contractors, and guests; or the conduct of any officer or employee of the Board of Directors or Association or their employees, agents, or contractors, without prior demand in

writing that the Association cure the defect and then only if the defect is not cured within thirty (30) days.

10.1.6 Such policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of the individual Unit Owners or their respective lessees, employees, agents, contractors, or guests; or (b) by failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

10.1.7 The insurance coverage shall provide that coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to any and all insureds named thereon, including all mortgagees of the Units.

10.1.8 Each policy of insurance coverage must have the insurance industry's standard mortgage clause. Such clause must provide that the insurer will notify the named mortgagee at least ten (10) days before reduction in coverage or cancellation of the policy.

10.1.9 In the event of duplicate coverage, the insurance of the Owner or occupant may be designated by the Board of Directors as "primary" and the insurance of the Association as "secondary" or "excess."

10.2 Blanket "All Risk" Coverage. The Association must maintain blanket "all risk" coverage for the following:

- The Common Areas and Facilities, including by way of illustration but not limitation the general and limited common elements within the condominium fixtures, machinery, equipment, and supplies maintained for the service of the condominium; and
- The Unit, including by way of illustration but not limitation the fixtures, improvements, alterations, and equipment within the individual Units (Contents are NOT covered).

Coverage must be for 100% of the insurable value of the common elements or Property described above and provide for loss or damage settlement on a replacement cost basis.

Deductibles may not exceed the lower of \$10,000 or 1% of the applicable amount of coverage. Funds for such deductibles must be included in the Association's reserves and be so designated. The deductible on a claim made against the Association's Property Insurance Policy shall be paid for by the party who would be liable for the loss, damage, claim, or repair in the absence of insurance, and in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or

peril beyond the control of the Unit Owner, then the Association shall be responsible for the deductible.

The insurance policy of the Association must name the insured in substantially the same language indicated below:

Association of Owners of the Hollywood Condominium for
the use and benefit of the individual Owners.

The Association must also obtain any additional coverage commonly required by private mortgage investors for developments similar in construction, location, and use, including the following where available:

- agreed amount
- demolition cost
- increased cost of construction
- boiler and machinery

The insurer's minimum liability per accident under boiler and machinery coverage must equal the insurable value of the building housing such boiler or machinery or \$2 million, whichever is less. Funds for any deductibles must be included in the Association's reserves and be so designated.

Premiums for all insurance carried by the Association are Common Expenses included in the Assessments made by the Association.

In addition to casualty insurance on the Common Areas and Facilities, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such forms as the Board of Directors deems appropriate in an amount not less than the full replacement value, without deduction for depreciation or coinsurance, of all of the Units, including the structural portions and fixtures thereof, owned by such Owners. This insurance, if obtained, shall conform to the requirements of the preceding paragraphs in Section 10.2. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association, shall be a Common Expense of the Association to be included in the regular Assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Units shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee of the Unit Owners. Deductibles may not exceed the lower of \$1,000 or the percent of the Unit's insurable value. Funds for any deductibles must be included in the Association's reserves and be so designated.

10.3 Comprehensive General Liability Coverage. The Association must carry comprehensive general liability (CGL) insurance covering all Common Areas and Facilities, and common elements.

If not already included in the terms of the CGL coverage, there must be a “severability of interest” endorsement precluding the insurer’s denial of a Unit Owner’s claim because of negligent acts by the Association or other Unit Owners.

The Association must also carry any additional coverage commonly required by private mortgage investors for developments similar in construction, location, and use, including the following where applicable and available:

- bailee’s liability
- worker’s compensation and employer’s liability
- contractual liability

The insurer’s limit of liability per occurrence for personal injury, bodily injury, or property damages under the terms of the above coverage must be at least \$1 million.

10.4 Jeopardy of Coverage Prohibited. No Unit Owner shall be entitled to exercise his or her right to maintain insurance coverage in such a way as to decrease the amount that the Association and/or the Unit Owners, on behalf of all of the Unit Owners, may realize under any insurance policy that the Association may have in force covering the Property or any part thereof at any time.

10.5 Fidelity Insurance. The Association must carry fidelity insurance covering losses resulting from dishonest or fraudulent acts committed by the Association’s directors, managers, trustees, officers, employees, or volunteers who manage the funds collected and held for the benefit of the condominium Unit Owners. A professional manager or management firm must also be insured to the same extent as the Association.

Fidelity insurance coverage must have all of the following characteristics:

- The policy must name the Association as the insured, and the premiums must be paid as a common expense by the Association.
- The coverage must equal no less than the maximum amount of funds in the Association’s or management firm’s custody at any one time.

10.6 Annual Review of Insurance Coverages and Fidelity Bond. The Board of Directors shall review all policies of insurance obtained pursuant to this article on no less than an annual basis in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Property which may be damaged or destroyed.

10.7 Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Areas and Facilities or improvements therein, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the Property damaged or destroyed, the Association may make a “reconstruction”

Assessment (the "Reconstruction Assessment") against all Unit Owners to cover additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Assessments made against such Unit Owner. In the event that the Association is maintaining blanket casualty and fire insurance on the Units, the Association shall repair or replace the same from the insurance proceeds available.

10.8 Allocation and Procedures. In connection with any losses, awards, or proceeds from the condemnation, destruction, or liquidation of all or part of the Project, or the termination of the Project:

(a) the Association is designated to represent the Unit Owners in any related proceedings, settlements or agreements;

(b) each Unit Owner irrevocably appoints the Association as its attorney in fact for these purposes;

(c) any proceeds from a settlement or collection resulting from a loss, award, or proceeding shall be payable to the Association for the benefit of the affected Unit Owners and their mortgage holders, and where appropriate, in accordance with the percentage of a Unit Owner's interest in the Common Areas (Appendix A).

11 Termination.

11.1 The Unit Owners may terminate the legal status of the Project and remove the Property from the provisions of this declaration after substantial destruction or condemnation by an instrument duly recorded to that effect, provided that at least 67% of the Unit Owners and 51% of the eligible mortgage holders consent or agree. If termination or removal occurs for any other reason, approval of at least 67% of the Unit Owners and 67% of the eligible mortgage holders shall be required. In either event, if any eligible mortgage holder fails to submit a response to any written proposal for amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, "return receipt requested", the approval of the eligible mortgage holder may be implied. In the event of any distribution of funds by the Association in conjunction with termination, such distribution of funds should be in accordance with the percentage of a Unit Owner's interest in the Common Areas (Appendix A).

11.2 The administration of a termination shall be conducted as set forth in Section 10.8.

12 Eminent Domain.

12.1 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 in the

nature of eminent domain or by an action or deed in lieu of condemnation (all of which shall be defined as "eminent domain"), the Association, each Unit Owner, each holder, insurer, and guarantor of a mortgage of any Unit shall be entitled to timely written notice thereof. The Association is designated to represent the Unit Owners in any related proceedings, negotiations, settlements, or agreements. Each Unit Owner hereby appoints the Association as its attorney in fact for these purposes.

12.2 Any awards by reason of eminent domain or in proceedings in lieu thereof, shall be payable to the Association for the benefit of the affected Unit Owners and their mortgage holders; provided that the priority of any mortgagee's lien shall remain undisturbed, to be distributed as set forth in Section 10.8.

13 Mortgage Protection.

13.1 Definition. The term "mortgage" as used in this Declaration shall mean any recorded mortgage and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and holder of a mortgage and shall include a beneficiary under a deed of trust.

13.2 Roster. The Association shall maintain a roster of Unit Owners from the evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of Unit Owners. If the Association has been given notice of the necessary information, the Association shall maintain another roster which shall contain the name and address of each mortgagee of a Unit. Notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

13.3 Notice. Any mortgagee on any Unit is entitled to written notification, if requested in writing by the mortgagee from the Association, of any default by the mortgagor of such Unit in the performance of such mortgagor's obligation under the Declaration which is not cured within thirty (30) days (except for Assessments, which shall be as set forth in Section 13.9.4).

13.4 Written Request to Examine Books and Records. Any mortgagee upon written request shall have the right to examine the books and records of the Association during normal business hours and shall be entitled to receive copies of annual reports and other financial data within ninety (90) days following the end of any fiscal year and shall be entitled to receive notice of all meetings of the Association and may designate a representative to attend all such meetings. A mortgage holder may also have an audited financial statement prepared at its own expense.

13.5 Liability for Unpaid Assessments after Foreclosure. A mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the

mortgage, foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the Property free of any claims of unpaid Assessments, late fees, default interest or other charges, including reasonable attorneys fees and collection costs against the mortgaged Unit which accrued prior to six (6) months before the time such mortgagee comes into the possession of the Unit (except for claims for a pro rata share of such Assessments or charges resulting from a pro rata reallocation of such Assessments or charges to all Units, including the mortgaged Unit).

13.6 Priority of Mortgage. The liens created pursuant to the Governing Documents, upon any Unit shall be subordinate to, and shall not affect the rights of, a mortgagee whose interest was recorded prior to the recordation of the Notice of Lien, provided such mortgagee's interest would have priority, by law, over subsequently recorded encumbrances, or liens, arising from tax and special Assessment liens in favor of the assessing unit or special improvement district.

13.7 No Partition. No Unit may be partitioned, subdivided, or combined without the prior written approval of the mortgagee of the affected Unit (and other approval as required herein).

13.8 Amendments. No amendment to this paragraph shall affect the rights of a mortgagee recorded prior to the recordation of any such amendment, unless otherwise agreed by the mortgagee.

13.9 Notices of Action. A holder, insurer, and guarantor of a mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number), will be entitled to timely written notice of (the "eligible holder, insurer, or guarantor")¹:

13.9.1 Any proposed amendment to the Declaration effecting a change in (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (b) the interests in the Common Areas and Facilities appertaining to any Unit or the liability for Common Expenses appertaining thereto; (c) the number of votes in the Association appertaining to any Unit; (d) the purposes to which any Unit or the Common Areas and Facilities are restricted; or (e) any other "material change" as listed in Section 18.1;

13.9.2 Any proposed termination of the Condominium Development regime;

13.9.3 Any condemnation or casualty loss which affects a material portion of the Project, the Common Areas and Facilities, or the Unit securing its mortgage;

¹ NOTE: As used in this section, the term "eligible holder, insurer, or guarantor" shall mean a holder, insurer, or guarantor of a first mortgage upon the Unit who has given notice of their interest as required by Section 3.9.

13.9.4 Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

13.9.5 Any lapse, cancellation, or material modification of any insurance policy maintained by the Association;

13.9.6 Any restoration or repair of the Common Areas and Facilities after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated, is obtained;

13.9.7 Any election to terminate the Condominium form of ownership after substantial destruction or taking by condemnation of the Common Areas and Facilities shall require the approval of at least 51% of the eligible holders of mortgages on Units;

13.9.8 Any proposed action that requires the consent of more than 50% of the eligible mortgage holders;

13.9.9 Unless the formula for reallocation of interests in the Common Areas and Facilities after a partial condemnation or partial destruction of the Common Areas and Facilities is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Common Areas and Facilities may be effected without the approval of at least 51% of the eligible holders of first mortgages of Units.

14 Leasing of Units.

14.1 Written Lease Required. All leases of Units and rental agreements shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, including any House Rules or Rental Rules and Restrictions as provided to the Unit Owner in writing by the Association, and that failure of the lessee to comply with the terms of said documents shall be a default under the lease.

14.2 Daily Lease Prohibited. No Unit Owner shall be permitted to lease his or her Unit for a period of less than seven (7) days.

14.3 Leasing of Individual Rooms Prohibited. No Unit Owner shall lease less than the entire Unit.

14.4 Copies of Leases to be Provided to Board of Directors. A copy of all lease or other rental agreements shall be promptly provided to the Association without request for the same. The name of each and every individual residing in a leased Unit shall be included on the lease, and contact information for each such individual shall be included with the documentation.

14.5 Crime Free Addendum. Every lease agreement shall include a Crime Free addendum.

14.6 Compliance with State and Federal Law. Every lease agreement shall comply with state and federal laws, including the Fair Housing Acts.

14.7 Compliance with Rental Rules and Restrictions. Every Owner and every lease agreement shall strictly comply with the Rental Rules and Restrictions adopted by the Board of Directors, as they may be modified from time to time.

15 Encroachments.

15.1 General. None of the rights and obligations of any Unit Owners created by this Declaration or by any deed conveying a Unit shall be affected in any way by an encroachment – (a) by any portion of the Common Areas and Facilities upon any Unit; (b) by any Unit upon any portion of the Common Areas and Facilities; or (c) by any Unit upon another Unit – due to or resulting from an error in construction, reconstruction, preparation of the Plat, repair, settling, shifting, or other movement of the building or any part of it, or the rebuilding of the building or any part of it after fire or other casualty or an eminent domain taking or delivery of a deed in lieu of condemnation, unless there occurs an encroachment that results from the willful act or omission of the Unit Owner of the encroaching Unit, or of the Owners of the Units to which the use of the encroaching Common Areas and Facilities is appurtenant, or of the Association in the event of an encroachment by any portion of the Common Areas and Facilities.

15.2 Easements. There are hereby created valid easements for any encroachment described in paragraph 15.1 and for the maintenance of any such encroachments so long as such encroachments exist, and so long as the physical boundaries of the Units are in substantial accordance with the Unit boundaries described in the recorded Plat.

15.3 City Lease. Notice is hereby given that Salt Lake City claims that a portion of the front of the Project encroaches on City Property. The Declarant signed a lease with the City, which lease has been assigned to, assumed by, and become the responsibility of the Association.

16 Conveyances, Easements.

16.1 Description. Every deed, lease, mortgage, or other instrument may describe a Unit by its identifying number and letter designation set forth upon the Map, as

amended. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise affect the Unit Owner's corresponding percentage in the Association even though the same is not exactly mentioned or described as well as the Unit's Limited Common Areas and Facilities.

16.2 Access. A portion of the Common Areas and Facilities and the Common Heating System may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas and Facilities and the Common Heating System from time to time during normal business hours or upon giving notice to the Owner and during such reasonable hours as may be necessary for the maintenance, landscaping, upkeep, mowing, cleaning, repair, or replacement thereof or for making emergency repairs at any time herein necessary to prevent damage to the Common Areas and Facilities and the Common Heating System, or to any Unit or as necessary for the Association to fulfill its obligations under this Declaration. In addition, upon giving notice to the Owner and during such reasonable hours as may be necessary, the Association or its agents may enter any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping, construction, or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association and paid as a Common Expense.

16.3 Rights to Ingress, Egress, Use and Support. Each Unit Owner and the Association shall have the right to ingress and egress and reasonable enjoyment over, upon, and across the Common Areas and shall have the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be appurtenant to and pass with the title to each Unit. Each Unit shall carry with it, in perpetuity, but inseparable from the Unit, the unrestricted right of ingress and egress.

16.4 Functional Easement. The Association shall have an easement to make such use of the Common Areas and Facilities or the real Property within each Unit 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 in the Common Areas facilities for use by Owners generally or by the Association and its agents exclusively.

16.5 Conveyances. All conveyances of Units within the Project hereafter made shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance. Any attempt to transfer, by conveyance, encumbrance, judicial sale, or otherwise (voluntarily or involuntarily), an individual interest in the Common Elements, will be void unless the Unit to which that interest is allocated is transferred as a part of the same instrument.

16.6 Power to Grant Licenses, Easements, and Rights of Way. The Association shall have power to grant and convey to any third party permits, licenses, easements, and

rights of way, including but not limited to, rights of ingress and egress in, on, over, and/or under the Common Areas and Facilities for the purpose of ordinary use including ingress and egress as well as for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm drains, pipe, water systems, sprinkling systems, water, heating, and gas lines or pipes, and any similar public or quasi-public improvements or facilities, including roads, to provide common utility services to the Project or for the proper operation of the Project.

17 Combination of Units.

17.1 Petition. An Owner of two or more vertically or horizontally adjoining Units may petition the Association or the Board of Directors in writing to combine one or more adjoining Units or portions thereof and to alter or amend the Declaration and Map to reflect such combination. This proposed combination shall be deemed a material amendment requiring approval as set forth in Section 18.

17.2 Costs. All costs and expenses required in such amendments shall be borne by the Unit Owner desiring such combination. Any Units with unpaid or outstanding dues, fines, fees, special Assessments, or other levies or encumbrances, may not be combined.

17.3 Vote and Costs. Before the proposed amendment may be put to a vote of Unit Owners and mortgage holders, the proposed amendments to the Declaration and Map must be approved by attorneys employed by the Association to insure the continuing legality of the Declaration and the Map. The cost of such review by the attorneys shall be borne by the person wishing to combine the Units.

17.4 Changes in Percentages of Ownership. Any proposed amendment of the Declaration or Map pursuant to this Section 17 shall reflect the changes occasioned by the alteration. Such changes include a change in the percentage of ownership or interest in the Association which are appurtenant to the Units involved in the alterations. The remaining combined Unit will acquire the total percentage of undivided interest in the Association of Units that are combined as set forth on Appendix A. Any Unit may not be combined with another except that it is combined in full. A combined Unit shall have the number of votes that previously existed, except that fractional votes shall be reduced to the next lowest whole number.

17.5 Assessments and Charges. Any Units which are combined under the terms above shall be subject to the same rates, dues, fees, special Assessments, levies, legal restrictions and provisions as each of the original uncombined Units. Future increases in member dues, fees, fines, or future special Assessments shall continue to affect any combined Unit by the same ratio as the number of original uncombined Units contained therein.

18 Amendment.

18.1 General. Except as otherwise provided in this Declaration, the provisions of this Declaration may be amended in a writing, with the written affirmative consent of at least two-thirds of the individual ownership interest, which amendment shall be recorded and be effective upon recording.

18.2 Mortgagee Rights. Any amendments which are material to the rights of Unit Owners or their eligible mortgage holders must be approved by at least 67% of the total allocated votes in the Association and by eligible mortgage holders who represent at least 51% of the votes of Unit estates that are subject to mortgages held by eligible holders.

18.2.1 For purposes of this Declaration, eligible mortgage holders are those holders of a first mortgage on a Unit estate who have submitted a written request that the Owners Association notify them on any proposed action requiring the consent of a specified percentage of eligible mortgage holders.

18.2.2 For purposes of this Section 18, a change is considered material if it affects any of the following:

- voting rights;
- increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- reductions in reverses for maintenance, repair, and replacement of common elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general limited common elements, or rights to their use;
- redefinition of any Unit boundaries;
- convertibility of Units into common elements or vice versa;
- expansion or contraction of the project, or the addition, annexation, or withdrawal of Property to or from the project;
- hazard or fidelity insurance requirements;
- imposition of any restrictions on the leasing of Units;
- imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

19 Assessments.

19.1 Power to Assess. The Association, through its Board of Directors, shall have the duty, power, and authority as prescribed by law and set forth herein to make and collect regular and special Assessments from the Unit Owners for their share of Common Expenses pursuant to the Governing Documents and as further set forth below. All rights, powers, and authority conferred hereunder to the Association shall also apply to the Board of Directors as provided herein.

19.2 Agreement to Pay. Each purchaser and Owner of a Unit by his or her acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to and covenants and agrees, for each Unit so owned, to pay to the Association annual or regular Assessments, special Assessments, special Assessments for capital improvements, reconstruction Assessments and such other Assessments to be established, made, and collected as provided in this Declaration. The annual and special Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Unit and shall be a continuing lien upon the Property against which such Assessment is made. Each Owner shall be liable for a proportionate share of the Common Expenses, such shares being the same as the percentage of undivided interest in the Common Areas and Facilities and the Common Heating System appurtenant to the Unit owned by the Unit Owner as set forth in Appendix A, except as set forth for combined Units above. Except as otherwise set forth herein, such Assessments shall accrue from the date the first Unit is conveyed to a purchaser and will be due and payable in advance.

19.3 Personal Obligations. Each Assessment or installment, together with any late fees, default interest, collection costs, and reasonable attorneys fees, shall be the personal obligation of the person or entity who was an Owner at the time such Assessment, or installment, became due and payable, and is collectible as such. If more than one person or entity was the Owner of a Unit, the personal obligation to pay such Assessment, or installment, respecting such Unit shall be both joint and several. The voluntary Grantee of a Unit, by his or her acceptance of a Deed subject to the terms and conditions of this Declaration, including personal liability for Assessments, shall be jointly and severally personally liable for all previous unpaid Assessments. Those Assessments shall also remain the personal obligation of the seller. No Unit Owner may exempt himself from payment of Assessments, or installments, by waiver of the use or enjoyment of all or any portion of the Common Areas and Facilities or by waiver of the use or enjoyment of, or by abandonment of, his or her Unit.

19.4 Purpose of Assessments; Maintenance of Reserves.

19.4.1 Regular Assessment. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members of the Association, and for the improvement, replacement, repair, operation, and maintenance of the Common Areas and Facilities, the Common Heating System, and the performance of the duties of the Association as set forth

in this Declaration. Assessments may also be used to cover expenses for repair of defects or failures in the Project.

19.4.2 Reserve Fund. The regular Assessments shall include adequate reserve funds for contingencies and for maintenance, repairs, and replacement of the Common Areas and Facilities and Common Heating System.

19.4.3 Taxes. Unless the Association is exempt from federal or state taxes, all reserves shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulations of the Internal Revenue Service and the Utah State Tax Commission that will prevent such funds from being taxed as income of the Association.

19.5 Determination of Amount of Assessments.

19.5.1 Regular Assessments. It is the duty of the Board of Directors, in accordance with this Declaration, to determine the Assessments. Each Unit Owner shall pay the Association his or her allocated portion, as set forth upon Appendix A hereof, of the cash requirement required to manage in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Association. If the Unit Owner shall fail to pay any installment within thirty (30) days of the time when the same becomes due, the Owner shall, at the determination of the Board of Directors, pay interest on the outstanding principal balance at the rate of 18% per annum from the date when such installment shall become due to the date of the payment thereof. Installments which are more than five (5) days late may also incur a late fee as determined by the Board of Directors.

19.5.2 Other Assessments. The cash requirements above referred to for each year, or portion of the year, are hereby defined and shall be deemed to include an adequate reserve fund for maintenance, repairs, and replacement of those Common Areas and Facilities that must be replaced on a periodic basis, plus such aggregate sum as the Association or the Board of Directors from time to time shall determine, in its judgment, is to be paid by all the Owners then in existence to enable the Association to pay all estimated expenses and outlays of the Association to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings, and improvements; which sum may include, among other things, the cost of management, special Assessments, fire, casualty, flood, fidelity, public liability, and other insurance premiums, common lighting, landscaping and the care of the grounds, repairs and renovations to Common Areas and Facilities, the Common Heating System, snow removal, wages, water charges, natural gas charges and all other utility services (except telephone, electricity, and other services which are separately billed or metered to the individual Units by the utility or party furnishing such service), legal and accounting fees, management fees, expenses and liabilities incurred by

the Association under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Project. Subject to the limitations set forth in paragraph 19.5.5, the Association or the Board of Directors may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Association may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

19.5.3 Amount of Assessments. The portion payable with respect to each Unit in and for each year or for a portion of a year shall be determined by application of the fraction as shown on Appendix A. Such Assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be provided by the Association or the Board of Directors. The percentage attributable to each Unit is set forth on Appendix A as the percentage of undivided interest.

19.5.4 Maintenance and Operation. The Association through the Board of Directors shall have discretionary powers to prescribe the manner of maintaining and operating the Project and to determine the cash requirements of the Association to be paid as aforesaid by the Owners under this Declaration. Except as provided in paragraph 19.5.5 below, every such reasonable determination by the Association within the bounds of this Declaration shall be final and conclusive as to the Owners, and any expenditures made by the Association, within the bounds of the Governing Documents, shall as against the Owner be deemed necessary and properly made for such purpose.

19.5.5 Maximum Annual Assessment. Any increase or modification of the regular annual Assessment shall be subject to the following limitations: (a) the maximum annual Assessment may be increased each year by not more than 10% above the maximum Assessment for the previous year without a vote of the membership; (b) the maximum annual Assessment may be increased above 10% only by a vote of 67% of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose; and (c) the Board of Directors may fix the annual Assessment at an amount not in excess of the maximum. Any increase in any Assessment by 25% or more shall also require the approval of eligible mortgage holders as set forth in Section 18.1.

19.6 Special Assessments. In addition to the annual regular Assessments authorized above, the Board of Directors of the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in

whole or in part, the cost of any unforeseen expense, increase in the cost of utilities, general operating fund short-fall, construction, major repair, the reconstruction, repair, or replacement of a capital asset, or an addition or capital improvement in or upon the Common Areas and Facilities or Common Heating System, including by way of illustration but not limitation any and all fixtures and personal property therein or related thereto, *provided that* any such Assessment shall have the vote or written assent of 67% of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All proceeds from any special Assessment shall be segregated and deposited into a special account and shall be used solely for the purpose or purposes for which it was levied or it shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service and the Utah State Tax Commission in order to avoid, if possible, its taxation as income of the Association.

19.7 Transfer Fee Establishment and Collection. The Board of Directors shall have the authority, on behalf of the Association, to establish and collect a transfer fee from the Owner transferring title to a Unit (the "Transferring Owner") upon each transfer of title to a Unit, which fee shall be payable to the Association at the closing of the transaction, which obligation shall be secured by a lien in favor of the Association. Any Owner shall notify the Association's Secretary or Manager of a pending title transfer at least seven (7) days prior to the closing of the transaction. Such notice shall include the name of the buyer, the date of title transfer, and such other information as the Board of Directors may reasonably require.

19.7.1 Fee Limit. The Board of Directors shall have the sole discretion to determine the amount and method of determining any such transfer fee. The Board of Directors is authorized, but not required, to determine the transfer fee based upon a sliding scale which varies in accordance with the "gross selling price" of the property or any other factor as determined by the Board of Directors. However, in no event shall any such transfer fee exceed one percent (1%) of the gross selling price of the property. For the purpose of determining the amount of the transfer fee, the gross selling price shall be the total cost to the purchase of the property, excluding taxes and title transfer fees, as indicated by the value certificate, settlement statement or closing statement.

19.7.2 Purpose. All transfer fees which the Association collects may, at the Association's discretion, be deposited into either the General Fund or into a segregated account and used for such purposes as the Board of Directors deems beneficial to the general good and welfare of the Project and which the Governing Documents do not otherwise require to be addressed in the Association's general operating budget.

19.8 Member Action. Any action authorized under Section 19.6 or 19.5.5 above requiring membership approval shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum for such meeting shall be 60% of members of the Association, present in person or by proxy. If the required

quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting. If the proposed action is favored by a two thirds (2/3) majority of the votes cast at such subsequent meeting, but such vote is less than required, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting. This subsequent (second) meeting shall be held no more than sixty (60) days following the first meeting.

19.9 Uniform Rate of Assessment. Both annual and special Assessments must be fixed at a uniform rate and shall be based upon the Unit's percentage interest set forth in Appendix A and shall be collected on a monthly basis.

19.10 Assessment Period. The regular Assessment period shall commence on February 1 of each year and shall terminate on January 31 of the following year, and regular Assessments shall be payable in equal monthly installments unless the Board of Directors adopts some other basis for collection. The Board of Directors shall fix the amount of the annual Assessment at least thirty (30) days in advance of each annual Assessment period.

19.11 Notice and Assessment Installation Due Dates. The due dates for the payments of installments shall be the first day of each month unless some other due date is established by the Board of Directors and notice thereof given to the Unit Owners. These payments shall be due whether or not notice is sent or received. Each installment, regular Assessment, and special Assessment shall become delinquent if not paid within thirty (30) days after its due date. There shall accrue with each delinquent installment, including any late charge previously assessed and unpaid, a late charge which shall be equal to 10% of the payment due.

19.12 Estoppel Certificate. The Association or the Board of Directors, on not less than twenty (20) days' prior written request and upon the payment of a handling fee not exceeding \$10 per certificate, shall execute, acknowledge, and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default as to his or her Unit Assessments under the provisions of this Declaration and further stating the dates to which installments of Assessments, regular or special, have been paid as to such Unit. Any such certificate delivered pursuant to this Section may be relied on by any prospective purchaser or mortgagee of the Unit. The Estoppel Certificate shall not supersede any default in the payment of regular or special Assessments of which the requesting party had actual knowledge.

19.13 Lien. All sums assessed to any Unit pursuant to this Declaration, together with interest, collection costs, and attorneys fees as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (a) valid tax and special Assessment liens on the Unit in favor of any governmental assessing authority; and (b) a lien for all

sums unpaid on a first Mortgage, duly recorded in the Official Records of Salt Lake County, Utah, prior to the date the delinquent Assessment was due, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

19.13.1 General. The lien for Assessment shall accrue on the date the Assessment is due. To evidence a lien for sums assessed hereunder, the Association may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association, or its designee, and may be recorded in the office of the County Recorder of Salt Lake County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real Property may be foreclosed in Utah, or, at the Association's election, in the manner provided by Utah law. In the event of foreclosure or any method of collection other than foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs, expenses, and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any Assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and, if a successful buyer, to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Unit as the Owner thereof.

19.13.2 Release of Lien. A release of notice of lien shall be executed by the Association and recorded in the Office of the County Recorder of Salt Lake County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

19.13.3 Rights of Encumbrancer. Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created hereunder, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

19.13.4 Sale or Transfer of Unit. Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to six (6) months before such sale or transfer. No sale or transfer, whether by

foreclosure or otherwise, shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

19.14 Foreclosure. In any foreclosure of a lien for Assessments, the Unit Owner subject to the lien, for so long as he or she shall occupy the Unit after the foreclosure sale and recordation of a Trustee's Deed or Sheriff's Deed, shall be required to pay a reasonable rental for the Unit in a sum equal to the amount of the regular Assessment upon the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same, without the requirement of a bond.

19.15 Capital Improvements. In assessing the Unit Owners specially for Capital Improvements for which there are not sufficient amounts in the respective Capital Improvement accounts, there shall be no single Capital Improvement exceeding the sum of five thousand dollars (\$5,000) made by the Association or the Board of Directors without the same having been first voted on and approved by a majority of those present in person or by proxy at a meeting of the Association duly called for that purpose.

19.15.1 Major Repairs Excluded. The foregoing shall not apply in connection with a major repair of capital assets or the repair or restoration of property damaged or destroyed (see Section 12 hereof), including by way of illustration but not limitation damage to or destruction of the Common Areas and Facilities or the Common Heating System, as are necessary in the Association's reasonable judgment to preserve or maintain the integrity of the Building, Common Areas and Facilities and the Common Heating System.

19.16 Assignment of Rents.

19.16.1 General. If the Owner of a Unit who is leasing the Unit fails to pay any Assessment for a period of more than 60 days after it is due and payable, the Board of Directors may demand the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid; provided, however, the Manager or Board of Directors must give the Owner written notice, in accordance with the Governing Documents, of its intent to demand full payment from the tenant. This notice shall:

19.16.1.1 Notice. Provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the Assessment is received within the time period provided in the Declaration, Bylaws, or Association rules;

19.16.1.2 Statement. State the amount of the Assessment due, including any interest or late payment fee;

19.16.1.3 Costs. State that any costs of collection, not to exceed \$150, and other Assessments that become due may be added to the total amount due; and

19.16.1.4 Declaration of Rights. Provide the requirements and rights described herein.

19.16.2 Failure to Cure and Notice to Tenant. If the Owner fails to pay the amount of the Assessment due by the date specified in the notice, the Manager or Board of Directors may deliver written notice to the tenant, in accordance with the Declaration, Bylaws, or Association rules, that demands future payments due to the Owner be paid to the Association pursuant hereto. A copy of the notice must be mailed to the Owner at his or her last known address as shown on the books and records of the Association.

19.16.3 Notice. The notice provided to the tenant must state that:

19.16.3.1 Intent to Collect Rents Directly from Tenant. Due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the Board of Directors' intent to collect all lease payments due to the Association pursuant hereto.

19.16.3.2 Payment of All Future Rents to Association Until Account is Current. Until notification by the Association that the Assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and

19.16.3.3 Payment to Association Not a Default Under Lease. Payment by the tenant to the Association in compliance herewith will not constitute a default under the terms of the lease agreement. If payment is in compliance with this Subsection 19.16, suit or other action may not be initiated by the Owner against the tenant for failure to pay.

19.16.4 Books and Records. All funds paid to the Association pursuant hereto shall be duly recorded and disbursed to the Association until the Assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Owner within five business days of payment in full to the Association.

19.16.5 Notice After Account is Current. Within five business days of payment in full of the Assessment, including any interest or late payment fee, the Manager or Board of Directors must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification must be mailed to the Owner.

19.16.6 Definitions. As used in this section, the terms "lease" or "leasing" shall mean and refer to regular, exclusive occupancy of a Unit by any person or persons, other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument. The term "lease" or "leasing" shall include rental agreement or renting. The term "tenant" shall include a lessee or renter or other occupant as above-defined.

20 Fines.

20.1 General. Each Owner and Resident is responsible for adhering to the Governing Documents governing the Project, including, but not limited to, the Declarations, Bylaws, House Rules, and other governing documents that may be created or amended later. Pursuant to U.C.A., Section 57-8-37 (2001), a breach of these restrictive covenants and rules is subject to enforcement pursuant to the declaration and may include the imposition of a fine. Each Owner is also accountable and responsible for the behavior of his or her residents, tenants and/or guests. Fines levied against residents, tenants, and guests are the responsibility of the Owner. The Board of Directors shall react to each material violation in the following manner:

20.2 Right to Initial Appeal of Decision. Fines imposed are final unless appealed in writing to the Board of Directors within thirty (30) days of written notification of the violation.

20.2.1 If a request for a hearing is not submitted to the Board of Directors within thirty (30) days, the right to a hearing is waived, and the fine imposed will stand.

20.2.2 A request for a hearing to appeal should be sent in writing to any Officer of the Association.

20.3 Notice of Violation and Opportunity to Cure. Before assessing a fine under Subsection 20.1, the Board of Directors shall give notice to the Unit Owner of the violation and inform the Owner that the fine will be imposed if the violation is not cured within the time provided in the Governing Documents, which shall be at least forty-eight (48) hours.

20.4 Grounds and Amounts. A fine assessed under Subsection 20.1 shall:

20.4.1 be made only for a violation of a restrictive covenant, rule or regulation;

20.4.2 be in the amount specifically provided for in the Declaration, Bylaws, or Association rules for that specific type of violation, not to exceed \$500.00; and

20.4.3 accrue interest and late fees as provided in the Declaration, Bylaws, or Association rules.

20.5 Cumulative Amount of Fines. Cumulative fines for a continuing violation of the same rule or restriction may not exceed \$500.00 per month.

20.6 Request for Informal Hearing. An Owner who is assessed a fine under Subsection 20.1 may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in accordance with standards of due process adopted by the Board of Directors. No finance charge, default interest, or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

20.7 Right to a Formal Appeal. An Owner may appeal a fine issued under Subsection 20.1 by initiating a civil action within one hundred and eighty (180) days after:

20.7.1 A hearing has been held and a final decision has been rendered by the Board of Directors under Subsection 20.6; or

20.7.2 The time to request an informal hearing under Subsection 20.6 has expired without Owner making such a request.

20.8 Lien. A fine assessed under Subsection 20.1 which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses as described herein.

21 Party Walls.

21.1 General Rules of Law to Apply. Each wall which is placed on the dividing line between the Units at the time the original Declaration was recorded shall constitute a party wall, and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

21.2 Weatherproofing. Notwithstanding any other provision of this section, an Owner who by negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

21.3 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

21.4 Mandatory Arbitration of Dispute. In the event of any dispute arising concerning a party wall, or under the provisions of this section, the parties may elect to mediate the dispute, and if mediation is unsuccessful, then the parties shall agree upon an arbitrator, and share the costs equally, or if they are unable to agree, then each party shall choose one arbitrator, whom each shall pay, and such arbitrators shall choose one additional arbitrator, and they shall share this cost, and the decision shall be by a majority of all the arbitrators.

22 Agent for Service of Process.

The name and address of the person in Salt Lake County, State of Utah, appointed as first agent to receive service of process in matters pertaining to the Property is the President of the Association.

23 Dispute Resolution and Limitation on Litigation.

23.1 General. The Association, Board of Directors, Unit Owners, and all persons subject to this Declaration (the "Bound Parties") agree to encourage the amicable resolution of disputes involving the Project, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents (collectively "Claim"), except for those Claims authorized in Section 23.2, shall be resolved using the procedures set forth in Section 23.4 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim.

23.2 Exempt Claims. The following Claims ("Exempt Claims") shall be exempt from the provisions of the foregoing paragraph:

23.2.1 any suit by the Association against any Bound Party to enforce the Declaration or collect Assessments;

23.2.2 any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the restrictive covenants;

23.2.3 any suit between Owners seeking redress on the basis of a Claim which would constitute a cause of action under the laws of the State of Utah in the absence of a claim based on the Governing Documents, if the amount in controversy exceeds \$5,000.00; and

23.2.4 any suit involving two or more persons where all of the persons are not Bound Parties.

23.3 Submittal Option. Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth herein, but there shall be no obligation to do so. The submission of an Exempt Claim involving the Association to the alternative dispute resolution procedures of this Section shall require the approval of the Association.

23.4 Mandatory Procedures for All Other Claims. All claims other than Exempt Claims shall be resolved using the following procedures:

23.4.1 Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim ("Notice"), stating plainly and concisely:

23.4.1.1 the nature of the Claim, including date, time, location, persons involved, Respondent's role in the Claim;

23.4.1.2 the basis of the Claim (i.e., the provision of the Declaration, Bylaws, the Articles or rules or other authority out of which the Claim arises);

23.4.1.3 what Claimant wants respondent to do or not to do to resolve the Claim; and

23.4.1.4 that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

23.4.2 Negotiations.

23.4.2.1 each Claimant and Respondent ("Parties") shall make every reasonable effort to meet in person and confer for the purpose or resolving the Claim by good faith negotiation.

23.4.2.2 upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

23.4.3 Mediation.

23.4.3.1 if the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of

Negotiations"), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of the Court, or such other independent agency providing similar services upon which the Parties may mutually agree.

23.4.3.2 if Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons not a Party to the foregoing proceedings.

23.4.3.3 if the Parties do not settle the Claim with thirty (30) days after submission of the matter to the mediation process, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

23.4.3.4 each party shall, with five (5) days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent. The Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

23.4.4 Final and Binding Arbitration.

23.4.4.1 if the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer, or otherwise resolve the Claim within fifteen (15) days of Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration attached hereto and incorporated herein by this reference as Appendix B or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons not a Party to the foregoing proceedings.

23.4.4.2 This subsection is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration law of the State of Utah. The arbitration award ("Award") shall be final and binding, and judgment may be entered

upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Utah.

23.5 Allocation of Costs of Resolving Claims.

23.5.1 Each Party shall bear all of its own costs incurred prior to and during the proceedings described above, including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator.

23.5.2 Each Party shall bear all of its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs").

23.5.3 Any Award which is equal to or more favorable to Claimant than Claimant's Settle Demand shall add such Claimant's Post Mediation Costs to the Award, such Costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than Respondent's Settlement Offer to that Claimant shall also award to such Respondent its Post Mediation Costs, such costs to be borne by all such Claimants.

23.6 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance herewith and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth herein. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys fees and court costs.

24 Miscellaneous.

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

24.2 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.

24.3 Law Controlling. This Declaration, the Map, the Articles, and the Bylaws shall be construed and controlled by and under the laws of the State of Utah, including U.C.A. §57-8-1, et seq., as it may be amended.

24.4 Effective Date. This Declaration shall be effective as of the date of its recording.

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

24.6 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

24.7 Enforcement and Right to Recover Attorneys Fees. Should the Association, Board of Directors, or an aggrieved Unit Owner be required to take action to interpret or enforce the Governing Documents or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the prevailing party may recover all additional, individual charges, including by way of illustration but not limitation a reasonable attorneys fee, costs and expenses, which may arise or accrue.

24.8 Notice. As used herein, and unless stated otherwise, "notice" to a Unit Owner or to the Association shall include:

24.8.1 The physical delivery of the writing containing the notice to the Unit Owner as his or her name appears in the records of the Association, or

24.8.2 Certified mail sent to the Unit Owner at his or her address as it appears in the records of the Association.

24.8.3 Notice shall be complete upon the sooner of the physical delivery or the date of mailing.

24.9 Separate Taxation. Each Unit and its percentage of undivided interest in the Common Areas and Facilities shall be considered to be a parcel and shall be subject to separate Assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including ad valorem levies and special Assessments. Neither the Building, the Property nor any of the Common Areas and Facilities may be considered a parcel for tax purposes.

24.10 Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

24.11 Severance. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 18th day of July, 2006.

by: [Signature]
its: Ryan Nagy
HOA President

STATE OF UTAH)
: ss.
County of Salt Lake)

Subscribed, sworn to, and acknowledged before me by this 18 day of July, 2006

[SEAL]

STATE OF UTAH)
: ss.
County of Salt Lake)

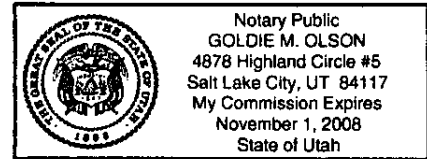
This day, before me, a Notary Public of the State and County aforesaid, personally appeared Ryan Nagy who being by me duly sworn, did say that he is the President of the Association and that said instrument was signed in behalf of said Association executed the same.

Witness my hand and official seal this 18 day of July, 2006.

[SEAL]



NOTARY PUBLIC



BYLAWS OF
HOLLYWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION
a Utah non-profit corporation

ARTICLE I

OFFICES

The offices of the Corporation in the State of Utah shall be located at: 234 East 100 South, Salt Lake City, UT 84111

ARTICLE II

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Hollywood Condominium Homeowners Association, its successor, and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3. "Common Area" or "Common Area and Facilities" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

SECTION 4. "Unit" shall mean and refer to each Unit shown upon any recorded subdivision map of the Property with the exception of the Common Area.

SECTION 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 6. "Declarant" or "original Declarant" shall mean and refer to Melvin J. Grossgold and Capital Redevelopment Partnership of Salt Lake, its successors, and assigns if such successors or assigns should acquire more than one undeveloped Unit from the declarant for the purpose of development, unless the context clearly requires otherwise.

SECTION 7. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hollywood Condominiums, as

amended and applicable to the Properties recorded in the Office of the Salt Lake County Recorder, State of Utah.

SECTION 8. "Member" shall mean and refer to those Unit Owners entitled and required to membership in the Association by virtue of their acceptance of a deed or other document of conveyance to a Unit, as provided in the Declaration.

ARTICLE III

MEETINGS

SECTION 1. Annual Meeting. The annual meeting of the members shall be held at 7:00 p.m. on the first Tuesday in the month of December of each year, or at such other time as is determined by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. In the event that such annual meeting is omitted by oversight or otherwise during the month provided for, the Directors shall cause a meeting in lieu thereof to be held as soon thereafter as may be convenient, and any business transacted or elections held at such meeting shall be as valid as if transacted or held during the month in which the annual meeting was to be called.

SECTION 2. Special Meetings. Except as otherwise provided by law, special meetings of the members of this Association shall be held whenever called by the President or by the Secretary-Treasurer or by a majority of the Board of Directors, or whenever one or more members who are entitled to vote and who hold at least twenty-five percent (25%) of the total undivided ownership interest in the Common Areas and Facilities shall make written application therefore to the Secretary-Treasurer stating the time; the place, and the purpose of the meeting called.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, within Salt Lake County, Utah, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors.

SECTION 4. Notice of Members Meeting. Notice of all members' meetings stating the time and the place and the objects for which such meeting(s) are called shall be given by the President or by a Vice-President or by the Secretary-Treasurer or an Assistant Secretary-Treasurer or by any one or more members entitled to call a special meeting of the members not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. The notices shall be sent by first class mail, postage prepaid, to each member of record. The notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

SECTION 5. Waiver of Notice. Whenever any notice whatever is required to be given by these Bylaws, or by the Articles of Incorporation of this Association, or by any of the Corporation laws of the State of Utah, a waiver thereof in writing signed by the

person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent thereto.

SECTION 6. Quorum of Members. Except as herein provided and as otherwise provided by law, at any meeting of members 25% of the undivided interest in the Common Areas and Facilities represented by members of record in person or by proxy shall constitute a quorum, but a less interest may adjourn any meeting, and the meeting may be held as adjourned without further notice; provided, however, that Directors shall not be elected at an adjourned meeting. If a meeting has been adjourned because a quorum is not present, the re-scheduled and re-noticed meeting may proceed and those persons present in person or by proxy shall constitute a quorum. When a quorum is present at any meeting, a majority in interest of the membership represented thereat shall decide any question brought before such meeting, unless the question is one upon which by express provision of law, the Act, Declaration, Articles of Incorporation or another section of these Bylaws a larger or different vote is required, in which case such express provision shall govern and control the decision of such question.

SECTION 7. Proxy and Voting. Members of record may vote at any meeting, either in person or by proxy in writing. All proxies shall be in writing and filed with the Secretary-Treasurer of the meeting before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of execution unless the member executing it shall have specified herein the length of time said proxy is to continue in force, which shall be for some limited period of time. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Unit. Each member, except as otherwise provided, shall be entitled to one vote for each Unit owned by him or her.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. General Powers. The business and the affairs of the Association shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of Directors shall be not less than three (3) nor more than (5) Directors. Each Director shall hold office for two years or until his or her successor shall have been duly elected and qualified. Each Director must be an Owner of a Unit. If a Director sells his or her Unit, the Director must resign not later than the closing of the sale of the Unit or his or her membership on the Board shall be considered terminated.

SECTION 3. Election of Board of Directors. The Board of Directors shall be chosen by a written or verbal ballot at the annual meeting of members or at any meeting held in place thereof, as provided by law. Cumulative voting is not permitted.

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

SECTION 4. Powers of Directors. The Board of Directors shall have the responsibility for the entire management of the business of this Association. The Board of Directors shall have power to adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period of not to exceed sixty (60) days for infraction of published rules and regulations; exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; remove a member of the Board of Directors if such member shall be absent from three (3) consecutive regular meetings of the Board of Directors or misses 25% of the meetings in any 12 month period, and to appoint a replacement to finish such member's term of office; and to employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties. In the management and control of the property, business, and affairs of the Association, the Board of Directors is vested with all of the powers possessed by the Corporation itself insofar as this delegation of authority is not inconsistent with the laws of the State of Utah and with the Articles of Incorporation or with these Bylaws. The Board of Directors shall have the power to determine what constitutes net earnings, profit, and surplus, respectively, and what amounts shall be reserved for working capital and of any other purpose. Such determination by the Board of Directors shall be final and conclusive.

SECTION 5. Duties of Directors. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual Assessment against each Unit at least thirty (30) days in advance of each annual Assessment period;

(2) send written notice of each Assessment to every Owner subject thereto at least twenty (20) days in advance of each annual Assessment period; and

(3) foreclose the lien against any property for which Assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) borrow funds as needed to maintain, repair, or improve the building and its amenities. The borrowing of funds in excess of \$5,000.00 shall require the prior express written affirmative consent of at least a majority of the Unit Owners.; and

(h) cause the Common Area to be maintained.

SECTION 6. Meeting of Directors. Regular meetings of the Board of Directors shall be held at such places and at such time as the Board of Directors by vote or agreement may determine, and if so determined, no notice thereof need be given. Special meetings of the Board of Directors may be held at any time or any place within Salt Lake County, Utah whenever called by the President, Vice-President, Secretary-Treasurer and Assistant or two (2) Directors, notice thereof being given to each Director by the Secretary-Treasurer or by the officer calling the meeting, or by delivering the same to the Director personally or phoning, emailing, or faxing the same to the Director at his or her residence or business address not later than seventy-two (72) hours prior to the date on which the meeting is to be held. In case of emergency, the chairman of the Board of Directors or the President may prescribe a shorter notice to be given personally or by phoning, emailing, or faxing each Director at his or her residence or business address. Such special meeting shall be held at such time and place as the notice thereof or waiver shall specify. The officers of the Association shall be elected by the Board of Directors after its election by the members, and a meeting may be held without notice of this purpose immediately after the annual meeting of members and at the same place.

SECTION 7. Quorum of Directors. A majority of the members of the Board of Directors as constituted for the time being shall constitute a quorum for the transaction of business, but a lesser number not less than two (2) may adjourn any meeting and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the majority of the members present thereat shall decide any questions brought before such meeting except as otherwise provided by law or by these Bylaws.

SECTION 8. Vacancies. Any vacancy occurring in the Board of Directors may be filled by an affirmative vote of the majority of the remaining Directors, even though less than a quorum of the Board of Directors, unless otherwise prohibited by law or by the Articles of Incorporation. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any trusteeship to be filled by reason of an increase in the number of Directors shall be filled by election at the annual meeting or at a special meeting of members called for the purpose.

SECTION 9. Compensation. By resolution of the Board of Directors, Directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors, but shall not be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. Each Board member may be compensated in an amount up to one month's homeowner fees in any calendar year for his or her services, as determined by a resolution of the Board of Directors. A Director may serve the Association in any other capacity and receive compensation therefor if approved by the Association.

SECTION 10. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director's dissent shall be entered in the minutes of the meeting or unless the Director shall file his or her written dissent of such action with the person acting as secretary of the meeting or the adjournment thereof, or shall forward such dissent by registered mail to the Secretary-Treasurer of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 11. Formal Action by Directors. Unless otherwise provided by law, any action required to be taken at a meeting of the Board of Directors or any other action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof.

ARTICLE V

OFFICERS

SECTION 1. Officers of the Association. The officers of this Association shall be a President, a Vice-President (both of whom shall at all times be members of the Board of Directors), and a Secretary-Treasurer. The President who, when present, shall preside at all meetings of the Board of Directors, shall have other such powers as the Board of Directors may, from time to time, prescribe.

SECTION 2. Eligibility of Officers. The President and Vice-President of the Board of Directors shall be Unit Owners. The Secretary-Treasurer and such other officers as may be elected or appointed, need not be members or Directors of the Association.

Any person may hold more than one office provided the duties thereof can be consistently performed by the same person; provided, however, that no person shall, at any time, hold the three (3) offices of President, Vice-President and Secretary-Treasurer.

SECTION 3. Additional Officers and Agents. The Board of Directors, at its discretion, may appoint a General Manager, one or more Assistant Secretary-Treasurers and one or more Assistant Secretaries and such other officers or agents as may be deemed advisable and prescribe the duties thereof.

SECTION 4. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or have been removed in the manner hereafter provided.

SECTION 5. President. The President shall be the chief executive officer of the Association and, when present, shall preside at all meetings of the members and shall preside at meetings of the Board of Directors. The President or Vice-President, unless some other person is specifically authorized by vote of the Board of Directors, shall sign all certificates of stock, bonds, deeds, mortgages, extension agreements, modification of mortgage agreements, leases, and contracts of the Association. The President shall perform all the duties commonly incident to that office and shall perform such other duties as the Board of Directors shall designate from time to time.

SECTION 6. Vice-President. Except as specifically limited by vote of the Board of Directors, the Vice President shall perform the duties and have the powers of the President during the absence or disability of the President and shall have the power to sign all certificates of stock, bonds, deeds, and contracts of the Association. The Vice-President shall perform such other duties and have other powers as the Board of Directors shall, from time to time, designate.

SECTION 7. Secretary-Treasurer. The Secretary-Treasurer shall keep accurate minutes of all meetings of the members and of the Board of Directors and shall perform such other duties and have such other powers as the Board of Directors shall, from time to time, so designate. In his or her absence at any meeting, an Assistant Secretary-Treasurer or a Secretary-Treasurer Pro Tempore may be designated to perform the appropriate duties thereat. The Secretary-Treasurer and any Secretary-Treasurer Pro Tempore shall be sworn to the faithful discharge of their duties.

The Secretary-Treasurer, subject to the order of the Board of Directors, shall also have the care and custody of the money, funds, valuable papers, and documents of the Association (other than his or her own bond, if any, which shall be in the custody of the President), and shall have an exercise, under the supervision of the Board of Directors,

all the powers and duties commonly incident to that office and shall give bond in such form and with such sureties as shall be required by the Board of Directors. The Secretary-Treasurer shall deposit all funds of the Association in such bank or banks, trust company or trust companies, or with such firm or firms doing a banking business as the Directors shall, from time to time, so designate. The treasurer may endorse for deposit or collection all checks and notes payable to the Association or to its order, may accept drafts on behalf of the Association. The Secretary-Treasurer shall keep accurate books of account of the Association's transactions which shall be the property of the Association and, together with all Association property in his or her possession, shall be subject at all times to the inspection and control of the Board of Directors.

All checks, drafts, notes or other obligations of the payment of money shall be signed by such officer or officers or agent or agents as the Board of Directors shall, by general or special resolution, direct. The Board of Directors may also in its discretion, require by general or special resolutions, that checks, drafts, notes and other obligations for the money shall be countersigned or registered as a condition to their validity by such officer or officers or agent or agents as shall be directed in such resolution.

SECTION 8. Resignations and Removals. Any Director or officer of the Association may resign at any time by giving written notice to the Association, to the Board of Directors, or to the President or Secretary-Treasurer of the Association. Any such resignation shall take effect at the time specified therein or, if the time be not specified therein, upon its acceptance by the Board of Directors.

The members at any meeting called for the purpose of removing an officer or Director, may by vote of a majority of total undivided ownership interest in the Common Areas and Facilities, remove from office any Director or other officer elected or appointed by the members or Board of Directors and elect or appoint his or her successor. The Board of Directors, by vote of not less than a majority of the entire board, may remove from office any officer or agent elected or appointed by it with or without cause.

SECTION 9. Vacancies. If the office of officer or agent becomes vacant by reason of death, resignation, removal, disqualification, or otherwise, the Directors may, by vote of a majority of a quorum, choose a successor or successors who shall hold office for the unexpired term. Vacancies may also be filled for the unexpired term by the members at a meeting called for that purpose, unless such vacancy shall have been filled by the Directors prior to the meeting.

ARTICLE VI

CONTRACTS, LOANS, CHECKS, AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a unanimous resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etcetera. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall, from time to time, be determined by a resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may, in its sole discretion, select.

SECTION 5. Conflicts. It is not intended that anything contained in this Article VI shall in any way conflict, or in any way otherwise hamper, the duties and obligations as set forth for the Secretary-Treasurer of the Association, as provided in Article V, Section 7 hereof. In the event of any conflict, incongruity, or inconsistency between Article VI and Article V, Section 7, the latter shall in all respects govern and control.

ARTICLE VII

FISCAL YEAR, BOOKS AND RECORDS

SECTION 1. Fiscal Year. The Board of Directors shall have the power to fix, and from time to time, to change, the fiscal year of the Association. Unless otherwise fixed by the Board of Directors, the calendar year shall be the fiscal year.

SECTION 2. Standard of Care. The Board of Directors shall, at all times, keep themselves informed and take such steps and necessary actions as a reasonable, prudent person would do to serve the best interest of the Association.

SECTION 3. Subcommittees. The Association may appoint an Architectural Control Committee (the "ACC"), as provided in the Declaration, and a Nominating Committee (the "NC"), as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. Provided, however, in the event of a dispute between the Board of Directors, ACC, NC or any subcommittee, the former shall in all respects govern and control.

SECTION 4. Books and Records. All books and records shall be kept in accordance with generally accepted accounting practices.

(a) Financial Statements. Upon the written request of any Unit Owner, the Board of Directors shall mail to such member its most recent financial statements showing in reasonable detail its assets and liabilities and the results of its operation, unless the member has already received the same.

(b) Limitation of Liability. Neither the Association nor any director, officer, employee or agent of the association shall be liable to the member or anyone to whom the member discloses the financial statement or any information contained therein for any error or omission therein, whether caused without fault, by negligence or by gross negligence, unless (1) the error or omission is material, (2) the director, officer, employee or agent in question knew of the error or omission and intended for the member or other person to rely thereon to his or her detriment, (3) the member or other persons did reasonably rely thereon, and, in addition, (4) he or she is otherwise liable under applicable law.

(c) Independent Compilation, Review or Audit. The Board of Directors may, in its sole discretion, elect to provide either a Compilation Report, Reviewed Financial Statement, or an Audited Financial Statement², prepared by an independent CPA³. Whenever requested in writing by a majority of members of the Board of Directors or Unit Owners, the Board of Directors shall provided an Audited Financial Statement. The cost of the Compilation Report, Reviewed Financial Statement, or an Audited Financial Statement shall be a common expense.

(d) Inspection and Copying. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Governing Documents shall be available for inspection and copying by any member at the principal office of the Association. Copies may be purchased at reasonable cost.

² The Board of Directors should be sensitive to the legal requirements for, and the costs involved in, preparing financial reports. The Board of Directors may require preparation of anything from merely compiled financial statements to a full audit. With compiled financial statements, the accountant simply takes information supplied by the Board of Directors of the Association and puts it in proper financial statement form, without attempting to verify the information supplied. The accountant expresses no assurances regarding the financial statements. Reviewed financial statements involve certain inquiries and analytical procedures by the accountant concerning the Association's accounting methods. A review should provide the accountant with a reasonable basis for expressing limited assurances to the Owners that no material modification need be made to the financial statements. Audited financial statements require detailed examination, tests of accounting records and methods, and direct verification of assets and liabilities with banks, attorneys, creditors, and others. Generally, the accountant will give the Association an unqualified opinion that the financial statements fairly represent the financial position of the Association. Although audited financial statements may be the most thorough, they are also the most expensive financial report and may be unnecessary for the average Association. A compilation is generally the least expensive type of report, but it gives the Owners no assurances that the Board of Directors is accounting for Association monies in accordance with generally accepted accounting principles. For this reason, the Board of Directors may wish to require only a review, which should be adequate to fulfill the Board's fiduciary duty to account to the Owners.

³ The CPA may not own or reside in a Unit, serve on the Board of Directors, be an officer, agent, representative or employee of the Association, or otherwise have a conflict of interest, real or apparent.

SECTION 5. Action Without a Meeting. Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Voting Members.

ARTICLE VIII

MISCELLANEOUS

SECTION 1. Amendment. The Bylaws of the Association may be amended, added to, or replaced by a vote of a majority of the members of the Association. The Unit Owners shall bear a vote on the basis of their percentage of ownership interest, and voting on such resolutions or amendments to these Bylaws may take place at any meeting of the members.

SECTION 2. Waiver. No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

SECTION 3. Headings and Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

SECTION 4. Interpretation. Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory while the term "may" is permissive.

SECTION 5. Severance. The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

SECTION 6. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

The foregoing Bylaws were adopted by the Members of the Hollywood Condominium Homeowners Association at a meeting of the Members of said Association held on the ____ day of _____, ____.

[Signature]
Director

Sid B. Pawar
Secretary

[Signature]
Director

Sid B. Pawar
Director

CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Hollywood Condominium Homeowners Association, a Utah corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____

Sid B. Pawar
Secretary

APPENDIX A*

<u>Unit #</u>	<u>% of Interest</u>	<u># of Votes</u>
A-1	3.2258	1
A-2	3.2258	1
A-3	3.2258	1
A-4	3.2258	1
A-5	3.2258	1
A-6	3.2258	1
A-7	3.2258	1
B-1	3.2258	1
B-2	3.2258	1
B-3	3.2258	1
B-4	3.2258	1
B-5	3.2258	1
B-6	3.2258	1
B-7	3.2258	1
B-8	3.2258	1
C-1	3.2258	1
C-2	3.2258	1
C-3	3.2258	1
C-4	3.2258	1
C-5	3.2258	1
C-6	3.2258	1
C-7	3.2258	1
C-8	3.2258	1
D-1	3.2258	1
D-2	3.2258	1
D-3	3.2258	1
D-4	3.2258	1
D-5	3.2258	1
D-6	3.2258	1
D-7	3.2258	1
D-8	<u>3.2258</u>	<u>1</u>
TOTALS	100%	31

* Approximate square footage is shown on the plat. Declarant elected to allocate an equal percentage of interest to each Unit even though the Units are of different sizes.

APPENDIX B: RULES OF ARBITRATION

1. Claimant shall submit a Claim to arbitration under these Rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").

2. Each Party shall select an arbitrator ("Party Appointed Arbitrator"). The Party Appointed Arbitrators shall, by agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within 20 days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").

3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, Claimant may notify the Institute, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.

4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all parties any circumstances likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.

5. The Arbitrator or Chair, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the properties unless otherwise agreed by the Parties.

6. Any Party may be represented by an attorney or other authorized representative through the arbitration proceedings.

7. All persons who, in the judgment of the Arbitrator, have a direct interest in the arbitration are entitled to attend hearings.

8. There shall be no stenographic record of the proceedings.

9. The hearing shall be conducted in whatever manner will, in the Arbitrator's judgment, most fairly and expeditiously permit the full presentation of the evidence and arguments of the Parties.

10. The Parties may offer such evidence as is relevant and material to the Claim, and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the Claim. The Arbitrator shall be the sole judge of the relevance and materiality of any evidence offered, and conformity to the legal rules of evidence shall not be necessary. The Arbitrator shall be authorized, but not required, to administer oaths to witnesses.

11. The Arbitrator shall declare the hearings closed when satisfied the record is complete.

12. There will be no post-hearing briefs.

13. The Award shall be rendered immediately following the close of the hearing, if possible, and no later than 14 days from the close of the hearing, unless otherwise agreed by the Parties. The Award shall be in writing, shall be signed by the Arbitrator and acknowledged before a notary public. If the Arbitrator believes an opinion is necessary, it shall be in summary form.

14. If there is more than one arbitrator, all decisions of the Panel and the Award shall be by majority vote.

15. Each party agrees to accept as legal delivery of the Award the deposit of a true copy in the mail addressed to that Party or its attorney at the address communicated to the Arbitrator at the hearing.

The alternative dispute resolution (ADR) procedures set forth above outline the three-step process. First, the parties must meet and engage in negotiations in an attempt to resolve their differences. The primary purpose of this requirement is to ensure that the parties to the dispute fully understand each others positions. The second step utilizes a mediator to help the parties reach a settlement of their differences. In the event that the parties cannot reach a settlement, binding or nonbinding arbitration is required as the third step. Various arbitration rules can be used depending on the degree of formality desired in the arbitration. A short form set of arbitration rules designed to govern the arbitration process quickly, efficiently, and informally can be attached as an exhibit to the Declaration. The rules of arbitration allow for the parties to pick their own arbitrators, but if they cannot agree, the rules provide a procedure for having an independent arbitrator assigned to hear the case.

**Hollywood Condominiums
Bylaws Vote List
Wednesday, May 31, 2006**

Unit	Name(s)	Proxy?	Approve?
A1	Ross Crosby	Yes	Y
A2	Ryan Nagy		Y
A3	BRENT HUFF		Y
✓ A4	LIZ JONES	✓	Y
✓ A5	... Sid Pawar	YES	Y
✓ A6	DRYSDALE		N
✓ A7	Rob Rowan		Y
B1			
B2			
✓ B3	Ryan Michael Painter	Yes	Y
✓ B4	Karla Hammit	Yes	
✓ B5	Karen Grey		Y
✓ B6	HEATHER MIHALS	YES	Y
✓ B7	Rose Marie Glenn	Yes	No
✓ B8	Sonia Sweeney	Yes	Y
✓ C1	KATHLEEN HUDSON		Y
✓ C2	Jacob Case	Yes	Y
C3	Karin Tatum	YES	Y
✓ C4	Teff Deakin	Yes	Y
C5	DRYSDALE		N
✓ C6	Jonathan/Ashley Canney	Yes	Y
C7			
C8			
✓ D1	MAURY CHRISTENSEN		Y
✓ D2	Mimi Negus	Yes	Y
✓ D3	CHRIS THORUM		Y
✓ D4	J. Richard Taylor	Yes	Y
✓ D5	Linda Morgan	YES	Y
✓ D6	Jeremy Bringard		Y
✓ D7	Brian Chatwin		Y
D8			

RYAN


**HOLLYWOOD HOMEOWNERS ASSOCIATION
BALLOT FOR PROPOSED CHANGES TO THE DECLARATION**

Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

A3 Brent Huff
Unit Number Name (Please Print)

 21 JUN 2006
Signature Date

**Hollywood Homeowners Association
PROXY FORM**

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

I authorize the Proxy Holder to vote as follows (check one):

Yes – I approve and accept the proposed changes

No – I do not approve or accept the proposed changes

This proxy may be revoked by my attendance at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. This proxy shall automatically expire after the completion of the meeting or its adjournment, unless I revoke it beforehand.

(Fill this part in completely!)

5/29/06
Today's Date

#26
Unit Number

Heather Mihalek
Name (Print or Type)

[Signature]
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

HOLLYWOOD HOMEOWNERS ASSOCIATION
Special Meeting Ballot
May 31, 2006

_____ Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

 CS Danny Drysdale
Unit Number Name (Please Print)

 [Signature] 5/31/06
Signature Date

Please list all units that you are representing by proxy

 A6 _____

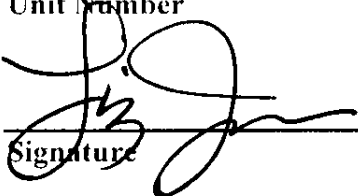
 2 No votes

**HOLLYWOOD HOMEOWNERS ASSOCIATION
BALLOT FOR PROPOSED CHANGES TO THE DECLARATION**

Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

<u>A-4</u>	<u>LIZ JONES</u>
Unit Number	Name (Please Print)
<u></u>	<u>7/3/06</u>
Signature	Date

**HOLLYWOOD HOMEOWNERS ASSOCIATION
BALLOT FOR PROPOSED CHANGES TO THE DECLARATION**

**Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.**

**No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.**

(Please Fill in Completely)

<u>C-3</u> Unit Number	<u>Karin Tatum</u> Name (Please Print)
<u>[Signature]</u> Signature	<u>7/13/06</u> Date

**HOLLYWOOD HOMEOWNERS ASSOCIATION
BALLOT FOR PROPOSED CHANGES TO THE DECLARATION**

Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

<u>D-1</u>	<u>MAURY CHRISTENSEN</u>
Unit Number	Name (Please Print)
<u>Maury Christensen</u>	<u>11 June 1998</u>
Signature	Date

Hello - can't find coupon book - but have
your address now. Can you send
another coupon book? Thanks -

Hollywood D-1
Maury Christensen CHRISTENSEN
POB 697
Coupeville, WA 98239

**HOLLYWOOD HOMEOWNERS ASSOCIATION
BALLOT FOR PROPOSED CHANGES TO THE DECLARATION**

Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

C 1 Kathleen DeFoster Hudson
Unit Number Name (Please Print)

Kathleen DeFoster Hudson 21 June 2006
Signature Date

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

I authorize the Proxy Holder to vote as follows (check one):

Yes – I approve and accept the proposed changes

No – I do not approve or accept the proposed changes

This proxy may be revoked by my attendance at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. This proxy shall automatically expire after the completion of the meeting or its adjournment, unless I revoke it beforehand.

(Fill this part in completely!)

5/31/06
Today's Date

#B6
Unit Number

Heather Mihalek
Name (Print or Type)

[Signature]
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

**HOLLYWOOD HOMEOWNERS ASSOCIATION
BALLOT FOR PROPOSED CHANGES TO THE DECLARATION**

 f Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

 No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

 24 *Laura Hammit*
Unit Number Name (Please Print)

 [Signature] *July 5, 2006*
Signature Date

**HOLLYWOOD HOMEOWNERS ASSOCIATION
BALLOT FOR PROPOSED CHANGES TO THE DECLARATION**

Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

105 Linda Morgan
Unit Number Name (Please Print)

[Signature] 6/19/06
Signature Date

HOLLYWOOD HOMEOWNERS ASSOCIATION
Special Meeting Ballot
May 31, 2006

Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

<u>4A2</u>	<u>RYAN NAGY</u>
Unit Number	Name (Please Print)
<u>[Signature]</u>	<u>5/31/06</u>
Signature	Date

Please list all units that you are representing by proxy

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: SID PAWAR (Treasurer)) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

I authorize the Proxy Holder to vote as follows (check one):

Yes – I approve and accept the proposed changes

No – I do not approve or accept the proposed changes

This proxy may be revoked by my attendance at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. This proxy shall automatically expire after the completion of the meeting or its adjournment, unless I revoke it beforehand.

(Fill this part in completely!)

June 1, 2006
Today's Date

A5
Unit Number

SIDDHARTHA B. PAWAR
Name (Print or Type)

Sid B. Pawar
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

HOLLYWOOD HOMEOWNERS ASSOCIATION
Special Meeting Ballot
May 31, 2006

Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

A 7 Rob Rowan
Unit Number Name (Please Print)

Robert Rowan 5/31/06
Signature Date

Please list all units that you are representing by proxy

HOLLYWOOD HOMEOWNERS ASSOCIATION
Special Meeting Ballot
May 31, 2006

Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

<u>D7</u>	<u>BRIAN CHATWIN</u>
Unit Number	Name (Please Print)
<u>Brian Chatwin</u>	<u>31.05.2006</u>
Signature	Date

Please list all units that you are representing by proxy

HOLLYWOOD HOMEOWNERS ASSOCIATION
Special Meeting Ballot
May 31, 2006

Yes- I approve and accept the proposed changes to the Hollywood
Condominiums Declaration.

No- I do not approve or accept the proposed changes to the Hollywood
Condominiums Declaration.

(Please Fill in Completely)

D6 JEREMY BRENGARY
Unit Number Name (Please Print)

[Signature] 5-31-06
Signature Date

Please list all units that you are representing by proxy

D6 _____

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

I authorize the Proxy Holder to vote as follows (check one):

Yes – I approve and accept the proposed changes

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(Fill this part in completely!)

5/31/06
Today's Date

BB
Unit Number

SONIA SWEENEY
Name (Print or Type)

[Signature]
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

I authorize the Proxy Holder to vote as follows (check one):

Yes - I approve and accept the proposed changes

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This proxy may be revoked by my attendance at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. This proxy shall automatically expire after the completion of the meeting or its adjournment, unless I revoke it beforehand.

(Fill this part in completely!)

5.18.06
Today's Date

B-5
Unit Number

KAREN GRAY
Name (Print or Type)

Karen Gray
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

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This proxy may be revoked by my attendance at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. This proxy shall automatically expire after the completion of the meeting or its adjournment, unless I revoke it beforehand.

(Fill this part in completely!)

5/20/06
Today's Date

C2
Unit Number

Jacob Case
Name (Print or Type)

JCase
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

I authorize the Proxy Holder to vote as follows (check one):

Yes – I approve and accept the proposed changes

No – I do not approve or accept the proposed changes

This proxy may be revoked by my attendance at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. This proxy shall automatically expire after the completion of the meeting or its adjournment, unless I revoke it beforehand.

(Fill this part in completely!)

5/7/06
Today's Date

D-4
Unit Number

J. RICHARD TAYLOR
Name (Print or Type)

[Signature]
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: Janet Hillis) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

I authorize the Proxy Holder to vote as follows (check one):

Yes – I approve and accept the proposed changes

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This proxy may be revoked by my attendance at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. This proxy shall automatically expire after the completion of the meeting or its adjournment, unless I revoke it beforehand.

(Fill this part in completely!)

5/18/06
Today's Date

1A
Unit Number

Ross E. Crosby
Name (Print or Type)

Ross E. Crosby
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

I authorize the Proxy Holder to vote as follows (check one):

Yes – I approve and accept the proposed changes

No – I do not approve or accept the proposed changes

This proxy may be revoked by my attendance at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. This proxy shall automatically expire after the completion of the meeting or its adjournment, unless I revoke it beforehand.

(Fill this part in completely!)

5/31/06
Today's Date

02
Unit Number

MIMI NEGUS
Name (Print or Type)

[Signature]
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

Memorial Day (observed)

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

I authorize the Proxy Holder to vote as follows (check one):

Yes – I approve and accept the proposed changes

No – I do not approve or accept the proposed changes

This proxy may be revoked by my attendance at the meeting for which this proxy is valid, or by an express revocation, or by the execution and delivery of a subsequent proxy. This proxy shall automatically expire after the completion of the meeting or its adjournment, unless I revoke it beforehand.

(Fill this part in completely!)

May 4, 2006
Today's Date

B7
Unit Number

Rose Marie Y. Glenn
Name (Print or Type)

Rose Marie Y. Glenn
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

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(Fill this part in completely!)

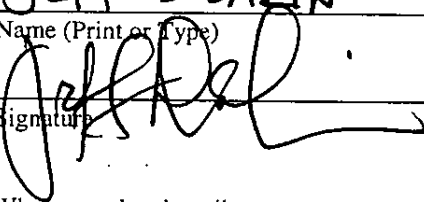
5/19/06
Today's Date

C-4

Unit Number

JEFF DEAKIN

Name (Print or Type)


Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

I hereby appoint Ryan Nagy (or another trustee: _____) as my PROXY HOLDER. The PROXY HOLDER is authorized to attend and vote at the meeting of the Association described above, and any adjournments of such meeting, and shall act for me in the same manner and with the same effect as if I were personally present.

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(Fill this part in completely!)

5/19/06
Today's Date

C6
Unit Number

Jonathan & Ashlyn Camney
Name (Print or Type)

Ashlyn Camney
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

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(Fill this part in completely!)

05/30/2006
Today's Date

33
Unit Number

RYAN MICHAEL PAINTOR
Name (Print or Type)

[Signature]
Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

Hollywood Homeowners Association
PROXY FORM

The Special Meeting for the Hollywood Homeowners Association will be held:

DATE: May 29, 2006

TIME: 7:00 pm

PLACE: Nostalgia Café

PURPOSE: Vote on proposed changes to Declarations & Bylaws

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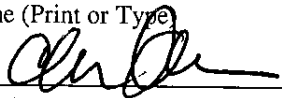
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(Fill this part in completely!)

5/18/06
Today's Date

D-3
Unit Number

CHRIS THORUM
Name (Print or Type)


Signature

When completed, mail to:

Cirrus Properties
PO Box 171014
Salt Lake City, UT 84117

Or fax to:
801-273-0318

RXLP HOLLYWOOD CONDO

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		U	A1	16-06-131-001-0000	NO
		U	A2	16-06-131-002-0000	NO
		U	A3	16-06-131-003-0000	NO
		U	A4	16-06-131-004-0000	NO
		U	A5	16-06-131-005-0000	NO
		U	A6	16-06-131-006-0000	NO
		U	A7	16-06-131-007-0000	NO
		U	B1	16-06-131-008-0000	NO
		U	B2	16-06-131-009-0000	NO
		U	B3	16-06-131-010-0000	NO
		U	B4	16-06-131-011-0000	NO
		U	B5	16-06-131-012-0000	NO
		U	B6	16-06-131-013-0000	NO
		U	B7	16-06-131-014-0000	NO
		U	B8	16-06-131-015-0000	NO
		U	C1	16-06-131-016-0000	NO
		U	C2	16-06-131-017-0000	NO
		U	C3	16-06-131-018-0000	NO
		U	C4	16-06-131-019-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP HOLLYWOOD CONDO

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		U	C4	16-06-131-019-0000	NO
		U	C5	16-06-131-020-0000	NO
		U	C6	16-06-131-021-0000	NO
		U	C7	16-06-131-022-0000	NO
		U	C8	16-06-131-023-0000	NO
		U	D1	16-06-131-024-0000	NO
		U	D2	16-06-131-025-0000	NO
		U	D3	16-06-131-026-0000	NO
		U	D4	16-06-131-027-0000	NO
		U	D5	16-06-131-028-0000	NO
		U	D6	16-06-131-029-0000	NO
		U	D7	16-06-131-030-0000	NO
		U	D8	16-06-131-031-0000	NO
		U	AREA	16-06-131-032-0000	NO
		U	AREA	16-06-131-032-3000	YES

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS