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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 Apr 21 11:06 am FEE 70.00 BY CS
RECORDED FOR LEHI CITY CORPORATION

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE
PILGRIMS LANDING PLAT NINE
A COMMERCIAL SUBDIVISION
MASTER ASSOCIATION**

THIS DECLARATION is made as of the date hereinafter set forth by PILGRIMS LANDING PLAT NINE, A COMMERCIAL SUBDIVISION, MASTER ASSOCIATION (hereinafter referred to as the "Declarant").

RECITALS

A. Declarant is the owner of record to that certain tract of land more particularly described in Article II hereof.

B. Declarant is in the process of constructing upon said tract a Office/Commercial Project, including certain Units and other improvements. All of such construction has been, or is to be, performed in accordance with the plans and drawings contained in the Record of Survey Map filed for record simultaneously herewith.

C. Declarant desires to create a unified entity to manage and maintain the exterior common areas of all the condominiums or lots within the described area in order to keep a unified look, lower overall costs, and to manage maintenance and service of areas with cross easements agreements and utility easements.

D. Declarant intends to sell to various purchasers the fee title to the individual Units contained in the Project, together with the undivided ownership interest in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, conditions, restrictions, limitations, and easements set forth in this agreement and any agreements found in Sub Associations appurtenant to this site .

NOW THEREFORE, for the foregoing purposes, Declarant hereby declares and certifies as follows:

**ARTICLE I
DEFINITIONS**

1. Declaration shall mean and refer to this Declaration.

2. Record of Survey Map, Survey Map, or Map shall mean and refer to the Record of Survey Map filed herewith captioned " PILGRAMS LANDING PLAT NINE, A COMMERICAL SUBDIVISION MASTER ASSOCIATION."

3. Property shall mean and refer to the Tract or Entire Tract described in Exhibit "A" the buildings, all improvements and the structures thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.

4. Building shall mean and refer to a structure containing Units and comprising a part of the Project.

5. Common Areas or the Common Areas and Facilities shall mean and refer to and include:

(a) The real property and interest in real property which this Declaration submits to the provisions of the Act, including the entirety of the Tract and all landscaping, sidewalks, walkways, parking areas, private streets or roadways located thereon, and exterior Building surfaces including roofs, but excluding all Units.

(b) Those Common Areas and Facilities specifically included in the respective Units as hereinafter defined.

(c) That part of the Project not specifically included in the respective Units as hereinafter defined.

(d) All Limited Common Areas and Facilities.

(e) All exterior walkways, streets, yards, gardens, fences, open parking spaces, installation of central services such as power, light, gas, all apparatus and installations existing for common use, and common facilities as may be provided for.

(f) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

(g) Except as otherwise expressly stated herein, all Common Areas and facilities as defined in the Act whether or not expressly listed herein.

6. Condominium Unit, Unit or Suite, shall mean and refer to one of the commercial units in the Project, intended for independent use as defined in the Act, together with the undivided interest in and to the Common Areas and Facilities appertaining to the Unit. Mechanical equipment and devices located within any Unit or located without said Unit but designated and

designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus and the like, shall also be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows, and window frames, doors and door frames, and trim consisting of, inter decorations as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installation constituting part of a particular Unit or serving only that Unit, and any structural members of any other property of any kind, including fixtures and appliances, usefulness of the remainder of the Building within which the Unit is situated, shall be considered part of the Unit.

7. Management Committee or Committee shall mean and refer to the Committee as provided in the Declaration charged with and having the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Property.

8. PILGRAMS LANDING PLAT NINE, A COMMERCIAL SUBDIVISION MASTER ASSOCIATION, Association of Unit Owners or the Association shall mean and refer to the Unit Owners acting as a group in accordance with the Declaration and Bylaws.

9. Common Expenses shall mean all items, things and sums described this agreement which are lawfully assessed against the Unit Owners in accordance with the provisions of this Declaration, the Bylaws, such rules, regulations and other determinations and agreements pertaining to the Project as the Management Committee, the Unit Owners, or the Association as hereinafter mentioned, may from time to time adopt.

10. Mortgage shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

11. Mortgagee shall mean any person named as a mortgagee or beneficiary under or holder of a deed of trust.

12. Limited Common Areas and Facilities or Limited Common Areas shall mean those Common Areas designated in the Declaration and shown on the Map as reserved for use of a certain Unit or Units to the exclusion of other Units. Limited Common Areas include storage areas and parking spaces specifically assigned for the exclusive use of the individual Unit Owner.

13. Unit Number shall mean and refer to the number, letter or combination thereof which designates a Unit on the Map.

14. Unit Owner or Owner shall mean and refer to the Owner of the fee in a Unit and the ownership of an undivided interest in the Common Areas which are appurtenant thereto. The

Declarant shall be deemed to be the Owner of all completed but unsold Units. In the event a Unit is the subject of an installment contract of sale, the Buyer shall, unless the Seller and the Buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for all purposes.

15. The Tract or Entire Tract shall mean and refer to the following described tract of land situated in Utah County, State of Utah, together with all appurtenances thereto:

(See Exhibit "A" for Property Description)

16. Management Body shall mean and refer to either the Management Committee or the Association, as the context may admit.

17. Declarant shall mean and refer to the persons who execute the Declaration or on whose behalf the Declaration is executed.

18. PILGRAMS LANDING PLAT NINE, A COMMERCIAL SUBDIVISION MASTER ASSOCIATION shall refer to the Master Association that has been delegated the power of maintaining and administering the project exterior common areas and facilities.

ARTICLE II
SUBMISSION TO THE ACT

Declarant hereby submits to the provisions of the Act the following described real property situated in Utah County, State of Utah, to wit:

(See Exhibit "A" for Property Description)

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

RESERVING UNTO Declarant, however, such easements and rights or ingress and egress over, across, through, and under the above described Tract and any improvements (other than the Building) now or hereafter constructed thereon as may be reasonably necessary for the Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (I) To construct and complete the Building and all of the other improvements described in this Declaration or in the Survey Map recorded concurrently herewith, and to do all things reasonable necessary or proper in connection therewith; (ii) To improve portions of the Tract with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be the appropriate. If, pursuant to the foregoing reservations, the above-described Tract or any improvement thereon is traversed or

partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire twenty (20 years) after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; all mineral reservations or record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any Mortgage (and nothing in this paragraph shall be deemed to modify or amend such Mortgage); all visible easements and rights-of-way; all easements and rights-of way, encroachments, or discrepancies shown on or revealed by the survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Tract at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

ARTICLE III COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Master Association.** Declarant has created the Master Association as a Utah non-profit corporation. The Members of the Master Association shall be all Unit Owners within the Project. Declarant intends to delegate and assign to the Master Association the powers of owning, maintaining and administering the Project's Exterior Common Areas and Facilities, the duties of administering and enforcing this Master Declaration, and of levying, collecting, and disbursing the Common Assessments and charges hereinafter created.
2. **Duties of the Master Association.** The PILGRAMS LANDING PLAT NINE, A COMMERCIAL SUBDIVISION MASTER ASSOCIATION shall be the Master Association for the Project and shall do such things as are within its powers and as may reasonably be required to maintain the Project and its Exterior Common Areas and Facilities as an attractive and desirable land use development. The Members of the Master Association shall be all unit Owners within the Project. The duties and powers of the Master Association shall relate to the Project as a whole and to the ownership and use of the Common Areas and Facilities, their care, maintenance and upkeep, including the imposition of Common Assessments there for upon the Owners and their units.
3. **Status and General Authority of Master Association.** The Project shall be managed, operated, and maintained by the Master Association. The Master Association, through its Board

of Trustees and Officers, shall have the power to do any and all things which may be authorized, required, or permitted to be done under law and by virtue of this Master Declaration and the Bylaws, including the power to levy and collect Common Assessments as hereinafter provided, without the consent of the Members, unless the consent of the Members is specifically required herein or by law. Without limiting the generality of the foregoing, the Master Association shall have the following authorities and powers:

- A. The authority to grant, create, or vacate on such reasonable terms as deemed advisable, utility and similar easements over, under, above, across, and through the Common Areas and Facilities.
- B. The authority to execute and record, on behalf of all Lot Owners, any Amendments to the Master Declaration or the Plat Maps which have been approved by the vote or consent of the Board of Trustees as necessary to authorize such Amendments as provided in this Master Declaration.
- C. The Power to sue and be sued.
- D. The authority to enter into contracts relating to the Common Areas and Facilities and other matters over which it has jurisdiction.
- E. The power and authority to purchase, or otherwise acquire, and accept title to, any interest in real property.
- F. The power and authority to add any interest in real property obtained pursuant to Paragraph E above to the Project.
- G. The authority to promulgate such reasonable Master Rules and Regulations as may be necessary or desirable to aid the Master Association in carrying out its function or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners. All such Master Rules and Regulations adopted by the Master Association shall be set forth in writing.
- H. The Master Association shall not be responsible for payment of property taxes on Common Areas and Facilities, Taxes shall be paid by Unit Owners as a part of their assessment of unit and divided interest of common areas.
- I. The Master Association shall not be directly responsible to obtain insurance for common areas but may review insurance policies required by Sub associations for their portion of the common areas.

J. To have the power and authority to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Master Declaration or any Master Rules and Regulations promulgated by the Master Association, or to enforce by mandatory injunction or otherwise all of the provisions of this Master Declaration and such Master Rules and Regulations.

K. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Master Association and the Unit Owners. Any instrument executed by the Master Association relating to the Common Areas and Facilities of the Project that recites facts which, if true, would establish the Master Association's power and authority to act thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

L. In fulfilling any of its duties under this Master Declaration, the Master Association shall have the power and authority to: (a) pay and discharge any and all liens placed upon any Common Areas and Facilities on account of any work done or performed in the fulfillment of any of its obligations and duties of maintenance, repair, operation, or administration; and (b) obtain, contract for, pay for, or otherwise provide for: (i) construction, maintenance, repair, and landscaping of the Common Areas and Facilities on such terms and conditions as the Master Association shall deem appropriate; (ii) such utility services, including, without limitation, water, sewer, trash removal, electrical, telephone, cable television, communication, and natural gas services, as the Master Association may from time to time deem desirable; (iii) the services of architects, engineers, attorneys, certified public accountants, and such other professional or non-professional services as the Master Association may deem desirable; (iv) fire, police, and such other protection services as the Master Association may deem desirable for the benefit of the Project and the Owners; and (v) such materials, supplies, equipment, services, and labor as the Master Association may deem necessary.

M. The Master Association may also do all other things necessary and required of it to successfully operate and manage the Master Association.

4. Composition of Master Association; Board of Trustees; Classes; Officers; Election; Vacancy; Declarant Control.

A. The Master Association is comprised of all Members in the Project; however, each Member shall have only the voting rights in the Master Association provided for herein.

B. Each Owner shall be a Member in the Master Association and shall have a vote in the Master Association equal in number Units owned by such Member.

C. The Board of Trustees shall be elected by the Members as provided for herein and in the Bylaws. The Board of Trustees shall be composed of three (3) members from whom shall be elected the following Officers of the Master Association: President, Vice President, and Secretary/Treasurer.

D. Membership of Master Association:

Total		

E. The Trustees shall be elected each year by the Members at the annual meeting of the Members of the Master Association, and shall hold office for a period of one (1) year or until their successors are elected. Members may each cast a number of votes equal to only their exact number of Units owned.

E. Notwithstanding anything herein to the contrary, until the happening of the first of the following two (2) events, namely either: (a) thirty (30) days following which title to Units representing ninety percent (90%) of the total Units in the Master Association have been conveyed or transferred by Declarant to the purchaser(s) thereof; or (b) ten (10) years have passed from the execution date of this Master Declaration; the Declarant alone shall have the right to select all members on the Board of Trustees. Upon the occurrence of either or both of the aforesaid events, the Declarant alone shall then have the right to select the at-large member of the Board of Trustees until such time when title to Lots representing one hundred percent (100%) of the total Membership Units in the Master Association shall have been conveyed or transferred by Declarant to the purchaser(s) thereof.

G. In the event a Trustee position which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Board of Trustees for the balance of the term associated with the vacant position. In all other cases of vacancy except the vacancy of the at-large Trustee seat, the Members shall elect a replacement to sit on the Board until the expiration of the term for which the Trustee being replaced was elected.

H On any matter before the Master Association requiring the vote of the Members, Members shall each be entitled to votes equal to only the exact number of Units held by each such Member.

5. Rights and Duties. The Master Association shall be responsible for the general management and administration of the Project. It is understood that the Master Association has the obligation to maintain the Common Areas and Facilities of the Project and to maintain those Lots that are not properly maintained by their Owners and to charge the costs therefore to the Owners of such Lots as a Reimbursement Assessment.

6. Maintenance of Common Areas and Facilities. The Master Association shall maintain, repair, replace, and landscape the Common Areas and Facilities. The Master Association will maintain landscaping and provide snow removal along sidewalks and planter strips in any public right of way in the subdivision. All water services to maintain landscaping and common areas shall be billed to the Master Association and The Master Association is responsible for payment of such services. The Master Association will provide security for the Common Areas and Facilities and all exterior areas on each Lot; it being understood and agreed that each Lot Owner shall maintain, repair, and replace the Building, structures, and improvements on its Lot and provide security for interiors of Buildings within its Lot.

7. Right of Delegation to a Manager. The Master Association may carry out any of its functions which are capable of delegation through a Manager. The Manager so engaged shall be responsible for managing the Common Areas and Facilities and shall, to the extent permitted by law and the terms of the agreement with the Master Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Master Association itself. All agreements between the Master Association and a Manager shall be in writing.

8. Payment of Services; Etc. The Master Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Master Association shall determine to be necessary or desirable for the proper operation of its function in the Project. The Master Association may obtain and pay for the operation of the Project or the enforcement of this Master Declaration. It is recognized that the Master Association may arrange with other persons or entities to furnish snow removal, ground maintenance, and other common services to the Project, whether such personnel are furnished or employed directly by the Master Association. All agreements between the Master Association and other persons or entities for certain services shall be in writing.

9. Personal Property Ownership and Use. The Master Association may acquire and hold for the use and the benefit of all the Owners tangible and intangible personal property, and any interest in such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas and Facilities. Such interests shall not be transferable except with a transfer of a Lot. A transfer of a Lot shall transfer to the transferee

ownership of the transferor's beneficial interest in such personal property without reference thereto, and such beneficial interests may in no event be reserved by the transferor of a Lot. Each Owner may use such personal property in accordance with the purposes for which they are intended, in accordance with applicable Master Rules and Regulations, without interfering with or encroaching upon the lawful rights of the other Owners. The transfer of title to a Lot under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosure.

10. Master Rules and Regulations. Subject to applicable zoning and other laws, and consistent with the terms of this Master Declaration and the Bylaws, the Master Association may make reasonable Master Rules and Regulations governing the operation and use of the Common Areas and Facilities; use of the personal property; architectural standards, guidelines, and procedures governing the construction, repair, and replacement of Buildings and other structures and improvements; and any other matters concerning the Project. The Master Association may suspend any Owner's voting rights at Master Association meetings for periods during which such Owner fails to comply with the Master Rules and Regulations, or with any other obligations of such Owner under this Master Declaration. In order to suspend an Owner's voting rights in any manner, the Master Association must first hold a hearing on the matter giving reasonable notice to the accused Owner and allowing it an opportunity to be heard. Eighty percent (80%) of the members of the Board of Trustees of the Master Association must agree upon the decision to suspend an Owner's voting rights and all terms and conditions relating thereto. The Master Association may also take judicial action against any Owner to enforce compliance with such Master Rules and Regulations or other obligations or to obtain damages for noncompliance, all to the extent provided by law.

11. Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities without the prior approval of the Master Association. Any single item, structural alteration or capital improvement in the Common Areas and Facilities in the amount of Five Thousand Dollars (\$5,000) or more in any given fiscal year, ending on December 31, shall require the consent of 60% of the members of the Board of Trustees of the Master Association. Any matters involving the resurfacing or sealing of the roadways or parking areas in the Common Areas and Facilities shall require the consent of 60% of the Master Association. The Master Association has the discretion to require that any structural alterations or capital improvements in the Common Areas and Facilities be paid directly by the Lot Owners in proportion to their Membership Units to accomplish tax reporting and accounting purposes of the Lot Owners.

12. Extended Rights. The Master Association may exercise any other right or privilege given to it expressly by this Master Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

13. Architectural Control. The Master Association shall act in all matters pertaining to architectural control, and shall establish standards, guidelines, rules, and procedures for submitting plans for approval of any and all construction, alteration, remodeling, etc. of Buildings or other structures or improvements in the Project.

14. Limitation of Liability and Indemnification of Trustees and Officers. No Trustee or Officer of the Master Association acting in good faith shall be liable to any Owner, employee, agent, guest, lessee/tenant, customer, licensee, invitee, or any other person or entity for any error or omission of the Master Association and its representatives and employees. Each Trustee and Officer shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorneys' fees reasonably incurred by the him/her in connection with any proceeding to which he/she may become involved by reason of his/her being or having been a Trustee or Officer of said Master Association.

15. Master Association. The conveyance of each Unit and its appurtenant Membership shall be subject to the covenants, conditions, restrictions, easements, charges, and liens as contained in this Master Declaration and any supplements or amendments thereto recorded in the office of the Utah County Recorder, State of Utah. This Master Declaration provides, among other things, that all Unit Owners in The Mayflower II Business Park Office Condominiums (A Planned Development) and The Mayflower III Business Park Office Condominiums (A Planned Development) shall, upon becoming the same, automatically become members of the PILGRAMS LANDING PLAT NINE, A COMMERCIAL SUBDIVISION MASTER ASSOCIATION, a Utah non-profit corporation (the "Master Association"), which said Master Association shall maintain and administer certain facilities, maintain Common Areas and Facilities in the Project, enforce the covenants and restrictions imposed in this Master Declaration, and collect and disburse the Common Assessments and charges created herein. The Master Association has been established for the benefit of the Lot Owners in PILGRAMS LANDING PLAT NINE, A COMMERCIAL SUBDIVISION MASTER ASSOCIATION .

16. Legal Action; Arbitration

A. Notwithstanding anything in this Master Declaration to the contrary, neither the Board of Trustees nor the Master Association shall, without first having obtained a vote of approval from members of the Board of Trustees holding seventy-five percent (75%) of the Board's voting rights, initiate legal action, or procure or pay for, or become obligated to pay for, whether on a contingency fee basis or otherwise, legal services for the purpose of initiating legal action, under any legal theory or cause of action against any person or entity (hereinafter, "Legal Action") except in the foreclosure of an assessment lien provided for hereunder or in the enforcement of this Master Declaration against a person or entity in that person's or entity's capacity as a Unit Owner or tenant within the Project to recover damages arising from, or to enjoin, abate, or remedy, such Unit Owner's violation of this Master Declaration by appropriate legal proceedings (hereinafter, "Permitted Enforcement Actions"). Nothing in the foregoing sentence shall be

construed to prohibit the Board of Trustees or the Master Association from defending against, or procuring or paying for, or becoming obligated to pay for legal services to defend against, any legal action or threatened legal action against the Master Association without obtaining such vote of approval.

B. Any Legal Action involving a dispute between the Declarant and one or more Unit Owners, a dispute between the Declarant and the Master Association, or a dispute internal to the Master Association between one or more Unit Owners and the Board of Trustees or the Master Association's officers, or between the Board of Trustees and the Master Association's officers, and, if required by subsection A. above, for which members of the Board of Trustees holding seventy-five percent (75%) of the voting rights of the Board have given their approval as set forth above, shall be submitted to arbitration, at which arbitration each side to the dispute shall select an arbitrator, and such arbitrators shall jointly select one additional arbitrator so that three arbitrators shall hear said dispute. The majority decision of the arbitrators shall be final.

The foregoing submission is made upon and under the following covenants, conditions and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant, have caused this instrument to be executed on the 10 day of April, 2009.

Gary D. Tassainer Declarant
FOR TASSAINER PROPERTIES, LLC

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the 10th day of April, 2009, personally appeared before me Gary D. Tassainer, who being by me duly sworn, did sign and executed this Declaration of Covenants, Conditions and Restrictions for the PILGRAMS LANDING PLAT NINE, A COMMERCIAL SUBDIVISION MASTER ASSOCIATION.

Brenda Christmas
Notary Public



LEGAL DESCRIPTION

Pilgrims Landing Plat Nine
Boundary Description
February 11, 2009

Beginning at a point which is North 1491.69 feet and West 1559.64 feet from the South Quarter Corner of Section 25, Township 4 South, Range 1 West, Salt lake Base and Meridian;
thence North $65^{\circ}25'39''$ West a distance of 244.09 feet to a point of curvature; thence along an arc 34.92 feet to the right, having a radius of 21.00 feet, a central angle of $95^{\circ}16'29''$, the chord of which is North $17^{\circ}47'17''$ West for a distance of 31.03 feet to a point of curvature; thence along an arc 274.95 feet to the right, having a radius of 442.00 feet, a central angle $35^{\circ}38'31''$, the chord of which is North $47^{\circ}40'13''$ East for a distance of 270.54 feet to a point of reverse curvature; thence along an arc 134.98 feet to the left, having a radius of 508.00 feet, a central angle of $15^{\circ}13'25''$, the chord of which is North $57^{\circ}52'47''$ East for a distance of 134.58 feet; thence South $47^{\circ}22'00''$ East a distance of 139.36 feet; thence North $41^{\circ}36'18''$ East a distance of 49.06 feet; thence South $47^{\circ}22'29''$ East a distance of 85.00 feet; thence South $46^{\circ}06'32''$ West a distance of 388.76 feet to the POINT OF BEGINNING.

The above described parcel contains 2.32 acres (101002.18 sq. ft.)
Basis of Bearing: North $89^{\circ}51'26''$ East along the Section line from the South Quarter Corner of Section 25, Township 4 South, Range 1 West, Salt Lake Base and Section 25.

EXHIBIT "I"

BYLAWS
OF
PILGRAMS LANDING PLAT NINE,
A COMMERCIAL SUBDIVISION,
MASTER ASSOCIATION

ARTICLE I
PLAN OF OWNERSHIP

1. Project. The Project located on the Property legally described as:

(See Exhibit "A" to the Declaration for Property Description)

is known as the PILGRAMS LANDING PLAT NINE, A COMMERCIAL SUBDIVISION, MASTER ASSOCIATION and is located in the city of Lehi, Utah County, State of Utah.

2. Bylaws Applicability. The provisions of these Bylaws are applicable to the Project. (The term "Project" as herein used shall include the land.)
3. Personal Application. All present or future Owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws.

The mere acquisition or rental of any of the Units of the Project or the mere act of occupancy of any of the Units will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II
VOTING, QUORUM, PROXIES

1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the Unit or Units in the Declaration.
2. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners holding sixty-seven percent (67%) of the votes in accordance with the percentage assigned in the Declaration shall constitute a quorum of Unit Owners.
3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III
ADMINISTRATION

1. Association Responsibilities. The Owners of the Units will constitute the PILGRAMS LANDING PLAT NINE, A COMMERCIAL SUBDIVISION, MASTER ASSOCIATION, hereinafter referred to as the Association, who will have the responsibility of approving the annual budget and special assessments as presented by the Management Committee as set forth in the Declaration and in these Bylaws, and electing the Members of the Management Committee who will administer the Project, establish and collect monthly assessments and arrange for the operation, maintenance and management of the Project on behalf of the Association.

2. Place of Meetings. Meetings of the Association shall be held at such suitable places convenient to the Owners as may be designated by the Management Committee.

3. Annual Meetings. The first annual meeting of the Association shall be held on _____, 2009. Thereafter, annual meetings shall be held on the second Tuesday of January of each succeeding year. At such meeting there shall be elected by ballot a Management Committee.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Management Committee or on petition signed by at least thirty-three percent (33%) of the Owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 4/5 of the Owners present, either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

6. Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

7. Order of Business. The order of business at all Association meetings shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of Officers
- (e) Report of Committee
- (f) Election of Inspectors of Election

- (g) Election of Management Committee Members
- (h) Unfinished business
- (i) New business

8. Project Documents. The Association shall maintain and have available current copies of the Declaration, Bylaws and other rules concerning the Project as well as its own books, records and financial statements available for inspection by Unit Owners, or by holders, insurers, and guarantors of first mortgages that are secured by Units in the Project. These documents will be available during normal business hours.

9. Availability of Audited Financial Statements. The Association shall make an audited financial statement for the preceding fiscal year available to the holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Project on submission of a request for it. Such audited financial statements shall be available within 120 days of the Association's fiscal year end.

ARTICLE IV MANAGEMENT COMMITTEE

1. Status and General Authority of Committee. The Association's affairs shall be governed by a Management Committee. The Committee shall, in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Committee's name. The Management Committee shall have the powers and duties necessary for the administration of Association's affairs and may do all such acts and things as are not by law or by these Bylaws directed to the exercised and done by the Owners. The Management Committee shall have, and is hereby granted, the following general authority and powers:

(a) The authority with the consent of the Unit Owners or of any other person(s) to grant or create on such terms as it deems advisable, utility and similar easements over, under, across and through the Common Areas.

(b) The authority to execute and record, on behalf of all Unit Owners, any amendments to the Declaration or the Map which have been approved by the vote or consent necessary to authorize such amendment.

(c) The power to sue and be sued.

(d) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.

(e) The power and authority to convey or transfer an interest in real property, so long as the vote or consent necessary under the circumstances has been obtained.

(f) The authority to promulgate such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Committee in carrying out its function or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.

(g) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Association, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which, if true, would establish the Committee's power and authority, shall be conclusive in favor of any person who in good faith and for value relies upon said instrument.

2. Other Duties. In addition to duties imposed by these Bylaws, or by resolutions of the Association, the Management Committee shall be responsible for the following:

(a) The care, upkeep and surveillance of the Project Common Areas and Facilities. The Management Committee shall provide maintenance and repairs upon all Common Areas and Facilities including, but not limited to the following: roads, parking lots, retaining walls, fences, sewer mains, water mains, snow removal and landscaping, including all trees, shrubs, grass, etc., as exist upon the Common Areas. The Management Committee shall provide exterior maintenance for the Building, including the following: paint, repair, replacement and care of decks, roofs, gutters, downspouts and exterior Building surfaces. Such exterior maintenance shall not include glass windows for Units.

(b) Collection of monthly assessments for the Owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the Common Areas and Facilities, and the Limited Common Areas and Facilities.

3. Composition of Committee, Election, Vacancy. The Management Committee shall be composed of three (3) members, with all Committee members elected for one-year term. Members shall serve on the Committee until their successors are elected. Only Unit Owners or spouses of Unit Owners and officers, directors, agents and employees of Owners other than individuals shall be eligible for Committee Membership.

At the annual meeting of the Association, each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates or Committee memberships as there are seats of the Committee to be filled; provided, however, that until Units representing seventy-five (75%) percent of the undivided ownership interest in the real property subject hereto (including all real property which has been annexed into the Project) shall have been conveyed by Declarant to the purchasers thereof, or the expiration of five (5) years after the first

conveyance of title to any Unit purchased, whichever shall first occur, the Declarant alone shall have the right to select the Management Committee or act as the Management Committee itself. However, Declarant may waive the right at any time prior to the occurrence of either or both of the aforesaid events by (1) notifying Unit Owners in writing of such waiver of the right, and (2) filing for record in the Office of the Utah County Recorder a written notice of waiver of the right, whereupon Unit Owners shall promptly hold a meeting to elect a new Management Committee, it being established hereby that the control of the Unit Owners in the Management Committee shall automatically vest thirty (30) days following the date such waiver is recorded by Declarant. In the event a Committee seat which was filed by the Declarant becomes vacant, Declarant has the right to select a replacement member to sit on the Committee for the balance for the term associated with the vacated seat. In all other cases of vacancy, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected.

4. Removal of Committee Members. At any regular or special meeting of the Association duly called, any one or more of the Members may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Committee Member whose removal had been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5. Right of Delegation to Manager. The Management Committee may carry out any of its functions which are capable of delegation through a Manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

6. Payment of Services, Etc. The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its function in the Project, whether by such Committee or by any person or entity with whom it contracts. The Management Committee may obtain and pay for the operation of the Project or the enforcement of this Declaration. It is recognized that the Committee may arrange with other persons to furnish snow removal, ground maintenance and other common services to the Project, whether such personnel are furnished or employed directly by the Management Committee.

7. Personal Property Ownership and Use. The Management Committee may acquire and hold for the use and the benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto, and such beneficial interest

may in no event be reserved, by the transferor of a Unit. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosure.

8. Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the operation and use of the Common Areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in the Declaration and the Bylaws. The Management Committee may suspend any Owner's voting rights at the meeting of Unit Owners during any period or such periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owners under this Declaration. The Management Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligation or to obtain damages for noncompliance, all to the extent provided by law.

9. Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas requiring expenditures in excess of \$5,000.00 without the prior approval of the Unit Owners holding a majority of the voting power.

10. Extended Rights. The Management Committee may exercise any other right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

11. Organizational Meeting. The first meeting of the newly elected Management Committee shall be held within ten (10) days of election of said Committee at the first annual meeting of the Association or at succeeding annual meetings of the Association at such place as shall be fixed by the Members at the meeting at which such Committee Members were elected, and no notice shall be necessary to the newly elected Members in order legally to constitute such meeting, provided a majority of the whole Committee shall be present.

12. Regular Meetings. Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time, by a majority of the Members but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Management Committee shall be given to each Member, personally or by mail, telephone or facsimile at least three (3) days prior to the day named for such meeting.

13. Special Meetings. Special meetings of the Management Committee may be called by the President on three (3) days notice to each Member, given personally, by mail, telephone or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Management Committee shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Committee Members.

14. Waiver of Notice. Before or at any meeting of the Management Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Committee shall be a waiver of notice by him of the time and place thereof. If all Committee Members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

15. Management Committee's Quorum. At all meetings of the Management Committee, a majority of the members shall constitute a quorum for the transaction of business and the acts of the quorum shall be the acts of the Management Committee.

16. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorney's fees reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

ARTICLE V OFFICERS

1. Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Management Committee. The Committee Members may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary. The offices of Treasurer and Secretary may be filled by the same person.

2. Election of Officers. The officers of the Association shall be elected annually by the Management Committee at the organization meeting of each new Committee and shall hold office at the pleasure of the Committee.

3. Removal of Officers. On an affirmative vote of a majority of the Members of the Management Committee, any officer may be removed, either with or without cause and his successor elected at any regular meeting of the Management Committee or at any special meeting of the Committee called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Management Committee. He shall have all of the general powers and duties that are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

5. Vice President. The Vice President shall take the place of the President and

perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Management Committee shall appoint some other Member of the Committee to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Management Committee.

6. Secretary. The Secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association. He shall have charge of such books and paper as the Management Committee may direct; and he shall, in general, perform all duties incident to the office of Secretary.

7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and other valuable effects in the name, and to the credit of the Association, in such depositories as may from time to time be designated by the Management Committee.

ARTICLE VI OBLIGATION OF OWNERS

1. Assessments. All owners are obligated to pay annual assessments imposed by the Management Committee to meet all Project Common Expenses. Such assessments shall be fixed, established and collected from time to time in the manner provided herein. Assessments shall be subject to change.

(a) Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Common Properties, which estimates may include among other things, expenses of Management; taxes and special assessment levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting, water and sewer expenses; repair, replacement and maintenance of the Common Areas and a reserve there for; wages for employees of the Committee; legal and accounting fees; any deficit remaining from a previous period; and any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners or by reason of this Declaration.

(b) Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their undivided interest in the Common Areas assessable by the Management Committee provided, however, that for this purpose Declarant shall be deemed to own only the undivided interest in the Common Areas based upon Units which have been completed by not conveyed by Declarant.

(c) Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar-year basis. The Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of commencement of the assessment, which commencement date shall be no later than 60 days after the first Unit is conveyed. Each annual assessment shall be due and payable in monthly installments. Each monthly installment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Such monthly installment becomes payable upon the date the Unit Owner purchases his Unit, whether by conveyance of title or entering into a contract of sale and purchase, and thereafter each monthly payment shall be due and payable on the first day of each and every month in advance.

Committee shall make assessments to find the maintenance costs of all common elements.

The Committee shall make assessments to fund the maintenance cost of all limited common elements. In the event adjoining owners wish to maintain these areas independent of the association, the association may wave a portion or all of the fees assigned to the Limited Common Areas. Management Committee retains the right to impose fees without the adjoining owners agreement if they feel that the maintenance provided does not meet the associations standards.

(d) Special Assessments. In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year special assessments, subject to the provisions of Section 9 of Article IV above, payable over such period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in the Declaration and these Bylaws. This paragraph shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs hereof. Any amount assessed pursuant thereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Declarant's interest in the Common Areas shall be determined on the same basis as set forth in Subparagraph (c) above. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

(e) Working Capital Fund. The Management Committee shall establish a

working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services, with the Declarant providing the initial working capital fund in an amount that is at least equal to two months of estimated common charges for each Unit. The Declarant shall be reimbursed for each Unit share of the working capital fund at the time the sale of each Unit is closed. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. The working capital fund will be transferred to the Association for deposit to a segregated fund when control of the Association is transferred to the Unit Owners. The Declarant may not use the working capital funds to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Association.

(f) Liens for Unpaid Assessments. All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Management Committee. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- (1) governmental assessment authority; and
- (2) encumbrances on the interest of the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded, which by law would be alien prior to subsequently recorded encumbrances.

All other lienors acquiring liens on any Unit after the Declaration and these Bylaws shall have been recorded 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 instrument creating such liens.

To evidence a lien for sums assessed pursuant to this section, the Management Committee may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed by the Management Committee and may be recorded in the Office of the County Recorder of Utah County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Management Committee in the same manner in which mortgages or trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to the Management Committee any assessments against the Unit which shall become due during the period of foreclosure. The Management Committee shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale, and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

(g) Release of Lien. A release of notice of lien shall be executed by the Management Committee and recorded in the Office of the County Recorder of Utah County, State of Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

(h) Payment by 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 by this section, and upon such payments such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

The Management Committee shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due; provided however, the such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrance.

(i) Personal Obligation Assessments. The amount of any annual or special assessment against any Units shall be the personal obligation of the Owner thereof to the Management Committee. Suit to recover a money judgment for such personal obligation shall be maintained by the Management Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

(j) Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed Ten Dollars (\$10.00) and upon written request of any Owner, mortgagee, prospective mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; and credit for advance payments of prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums. Such statement shall be conclusive upon such Management Committee in favor of persons who shall be conclusive upon such Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the lien of the mortgagee which became due prior to the date of making such request shall be subordinate to the lien of the mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if (1) the statement is not furnished within the ten (10) day period provided herein, (2) thereafter an additional written request is made by such purchaser which is not complied with within ten (10) days, and (3) the purchaser subsequently acquires the Unit.

(k) Purchaser's Obligation. Subject to the provisions of subparagraph (g), a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

(l) Collection by the Committee. It is recognized that the Committee will maintain the Common Areas of the Project, except as otherwise stated herein. It is further recognized that the Committee is authorized to levy assessment for the purposes of performing functions it is authorized to perform within the Project. With respect to the Units in the Project, the Committee shall be authorized to collect from the Unit Owners and enforce liability for the payment of assessments levied pursuant to the Declaration and these Bylaws. Notwithstanding any provision of the Declaration or the Bylaws to the contrary, any proceeding, suit or action as may be deemed necessary to recover a money judgment respecting any assessments levied or fixed by the Management Committee shall be maintained on behalf of the Association at the instance and suit of the Management Committee.

2. Utilities. Each Unit Owner shall pay his or her own utility costs which are individually metered in the Project. The Owners Association shall be responsible to pay for pressurized irrigation, culinary water, sewer utility bills and garbage disposal service. Lehi City also requires yearly testing of backflow preventing device, that testing shall also be the responsibility of the owners association.

3. Maintenance and Repair.

(a) Each Unit Owner is responsible for the interior maintenance of his Unit. Each Owner at his own cost and expense shall maintain, repair, paint, repaint, tile, wax, paper or otherwise finish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floors and windows and doors forming the boundaries of his Unit and all walls, ceiling, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, or other appliances or fixtures that may be in or connected with his Unit. Every Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Project in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the Unit, such as water, light, gas, power, sewage, telephones, air conditioning, sanitary installations, doors, windows, lamps and all other accessories belonging to a Unit shall be at the Owner's expense.

(c) In the event that an Owner of any Unit in the Project shall fail to maintain his Unit in a manner satisfactory to the Association, the Management Committee, after approval by a two-third (2/3) vote of the Association, shall have the right, through its agents and employees to enter the said Unit and to repair, maintain and restore the Unit. The cost of such maintenance shall be added to and become a part of the assessment to which such Unit is subject.

(d) In the event that the need for maintenance or repair of the Common Areas and Facilities is caused through the willful or negligent acts of an Owner, or the family, guests or invitees of an Owner, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Owner's Unit is subject; provided, however, that no such fees shall be assessed until the Management Committee has given notice to such Owner of its intent to make such an assessment and gives the Owner an opportunity to be heard by the Management Committee with respect to any defenses to such assessment.

4. Changes to Individual Units. An Owner shall not make structural modification or alteration in or to the outside of his Unit or installations located therein or cause to be placed or erected on the Common Areas any out-buildings.

5. Use of the Common Areas and Facilities.

(a) The Common Areas may be scheduled with the Secretary of the Management Committee for uses associated with regular business activities etc. All such use by guests must be scheduled with the Secretary. During times when the Common Areas are not scheduled, they are available to Members of the Association on a first come first served basis.

(b) Owners and guests using the Common Areas are responsible for cleaning up any litter as a result of such use.

6. Right of Entry (a) An Owner shall grant the right of entry to the Management Committee or to any other person authorized by the Management Committee in case of emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

(b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Unit for the purpose of installing, altering, or repairing mechanical or electrical service, provided that the requests for such entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, such rights of entry shall be made immediate.

7. Rules of Conduct.

(a) Except for window banners no users of the Project shall post any

advertisements or posters of any kind in or on the Project except as authorized by the Management Committee, in which event any and all such signs shall be displayed in a tasteful manner.

(b) Users shall exercise care in making noises or using musical instruments, radios, television, and amplifiers that may disturb other users. Keeping domestic animals shall be prohibited.

(c) Hanging of garments, rugs and the like from the windows or from any of the facades of the Project is prohibited.

(d) Storing of materials, furniture or trash on porches is prohibited.

(e) Throwing of garbage or trash outside of the installations provided for such disposal in the service area is prohibited.

(f) No Owner, or lessee shall install wiring for electrical or telephone installation, television and antenna, machines, air conditioning units, satellite receivers, or the like, on the exterior of the Project or that protrude through the walls or the roof of the Project except as authorized by the Management Committee.

8. Rights of Action. The Association and any aggrieved Unit Owner shall be granted a right of action against Unit Owners who fail to comply with the provisions of the Declaration, Bylaws, or rules and regulations adopted by the Management Committee, or with decisions of the Association. Unit Owners shall have a similar right of action against the Association.

9. Declarant. Except as otherwise provided herein or in the Declaration, when there are unsold Units in the Project, the Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

ARTICLE VII METHOD OF AMENDING BYLAWS

1. Amending Bylaws. These Bylaws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least two-thirds (67%) of the total undivided interests in the Common Areas in the Project as shown in the Declaration. Until Units representing seventy-five percent (75%) of the undivided ownership interest in the real property subject hereto (including all real property which has been annexed into the Project) have been conveyed to purchasers, or the expiration of five years after the first conveyance of title to any Unit purchased, whichever occurs first, Declarant shall have and is hereby vested with the right to amend these Bylaws. Such right shall obtain without regard to the subject matter of the amendment, so long as the amendment is consistent with law.

2. Consent Equivalent to Vote. In those cases in which the Act or these Bylaws require the vote of a stated percentage of the Project's undivided Ownership interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of undivided Ownership interest.

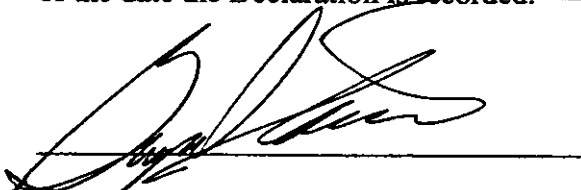
ARTICLE VIII
MORTGAGES

Notice to the Management Committee. An Owner who mortgages his Unit shall notify the Management Committee of the name and address of his mortgagee, and the Management Committee shall maintain such information in a book entitled "Mortgagee of Unit."

ARTICLE IX
COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Utah Code Annotated. In case there is any conflict between these Bylaws and the Utah Code Annotated, the provisions of the Utah Code Annotated will supersede and apply. Likewise, in the case of any conflict between these Bylaws and Declaration, the Declaration shall supersede and apply

Adopted and executed by the Declarant (as the sole owner of all Units in the Project) as of the date the Declaration is recorded.



DECLARANT
Gary D. Tassainer
For Tassaner Properties L.C.
3375 West Mayflower Ave. Suite A
Lehi, Utah 84043

Notary: Brenda Christmas

