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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
TIDEWATER VILLAGE CONDOMINIUM
(INCLUDING ASSOCIATION BYLAWS)

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS 7

 Section 1.01 Act 7

 Section 1.02 Articles of Incorporation or Articles 7

 Section 1.03 Association 7

 Section 1.04 Common Areas and Facilities 7

 Section 1.05 Common Expenses 7

 Section 1.06 Declaration 7

 Section 1.07 Eligible Mortgagee 7

 Section 1.08 Family 8

 Section 1.09 Limited Common Areas and Facilities 8

 Section 1.10 Management Committee or Committee 8

 Section 1.11 Manager 8

 Section 1.12 Mortgage 8

 Section 1.13 Mortgagee 8

 Section 1.14 Percentage Interest 8

 Section 1.15 Person 8

 Section 1.16 Project Documents 8

 Section 1.17 Property or Project 8

 Section 1.18 Record of Survey Map, Plat, or Map 8

 Section 1.19 Resident 8

 Section 1.20 Size 8

 Section 1.21 Unit 8

 Section 1.22 Unit Number 9

 Section 1.23 Owner 9

ARTICLE II. SUBMISSION 9

 Section 2.01 Property Submitted 9

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS 9

 Section 3.01 Membership 9

 Section 3.02 Voting Rights 9

 Section 3.03 Multiple Ownership Interests 9

 Section 3.04 Record of Ownership 9

ARTICLE IV. ENFORCEMENT 9

 Section 4.01 Compliance 9

 Section 4.02 Remedies 9

 Section 4.03 Action by Owners 10

 Section 4.04 Injunctive Relief 10

 Section 4.05 Hearings 10

ARTICLE V. IMPROVEMENTS 10

 Section 5.01 Description of Improvements 10

 Section 5.02 Description and Legal Status of Units 10

 Section 5.03 Contents of Exhibit "B" 11

 Section 5.04 Computation of Percentage Interests 11

 Section 5.05 Computation of Percentage Interest after Partial Condemnation or Destruction 11

ARTICLE VI. COMMON AREAS; UNIT MAINTENANCE 11

 Section 6.01 Common and Limited Common Areas 11

 Section 6.02 Unit Maintenance 11

ARTICLE VII. GENERAL AND SPECIFIC EASEMENTS 12

 Section 7.01 Easement for Encroachment 12

 Section 7.02 Access for Repair of Common Areas 12

 Section 7.03 Emergency Repairs 12

 Section 7.04 Right of Ingress, Egress 12

Section 7.05	Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Facilities Located Inside of Units; Support.....	12
Section 7.06	Management Committee and Manager Easement.....	13
Section 7.07	Easement for Utility Services.....	13
ARTICLE VIII.	USE RESTRICTIONS.....	13
Section 8.01	Use of Units - Residential Use.....	13
Section 8.02	No Obstruction of Common Areas.....	13
Section 8.03	Cancellation of Insurance.....	13
Section 8.04	Rules and Regulations.....	13
Section 8.05	Structural Alterations.....	13
Section 8.06	Signs.....	14
Section 8.07	Pets.....	14
Section 8.08	Storage and Parking of Vehicles.....	14
Section 8.09	Leasehold Restrictions.....	14
Section 8.10	Aerials, Antennas and Satellite Dishes.....	14
Section 8.11	Timeshares.....	15
ARTICLE IX.	MANAGEMENT COMMITTEE: POWERS, COMPOSITION.....	15
Section 9.01	Status and General Authority of Management Committee.....	15
Section 9.02	Composition of Committee and Selection Thereof.....	16
ARTICLE X.	ASSESSMENTS.....	16
Section 10.01	Covenant for Assessment.....	16
Section 10.02	Annual Budget and Assessment.....	16
Section 10.03	Apportionment of Assessments.....	17
Section 10.04	Personal Obligation and Costs of Collection.....	17
Section 10.05	Special Assessments.....	17
Section 10.06	Emergency Assessment.....	17
Section 10.07	Individual Assessments.....	18
Section 10.08	Nonpayment of Assessments.....	18
Section 10.09	Lien for Assessments.....	18
Section 10.10	Subordination of Lien to Mortgages.....	18
Section 10.11	Enforcement of Lien.....	19
Section 10.12	Suspension of Voting Rights.....	19
Section 10.13	Reserve Account.....	19
Section 10.14	Absentee Owner Failure to Pay Assessments.....	19
Section 10.15	Reinvestment Fee.....	19
ARTICLE XI.	INSURANCE.....	19
Section 11.01	Types of Insurance Maintained by the Association.....	19
Section 11.02	Insurance Company.....	20
Section 11.03	Minimum Amount of Insurance Coverage.....	20
Section 11.04	Premium as a Common Expense.....	20
Section 11.05	Insurance by Owner.....	20
Section 11.06	Loss of Rents.....	20
Section 11.07	Insurance of Contents and Lost Rents.....	20
Section 11.08	Payment of Deductible.....	21
Section 11.09	Damages.....	21
Section 11.10	Right to Adjust Claims.....	21
Section 11.11	Use of Insurance Proceeds and Repairs.....	21
Section 11.12	Damage to Project.....	21
ARTICLE XII.	MORTGAGEE PROTECTION.....	22
Section 12.01	Notices of Action.....	22
Section 12.02	Restoration or Repair of Project.....	22
Section 12.03	Termination of Association.....	22
Section 12.04	Eligible Mortgagees.....	22

ARTICLE XIII. AMENDMENTS	22
Section 13.01 Termination of Declaration.....	22
Section 13.02 Amendment of Declaration.....	22
Section 13.03 Amendment Effective Date.....	23
ARTICLE XIV. MISCELLANEOUS	23
Section 14.01 Votes Without a Meeting.....	23
Section 14.02 Service of Process.....	23
Section 14.03 Duty of Owner to Pay Taxes on Unit Owned.....	23
Section 14.04 Covenants to Run With Land; Compliance.....	23
Section 14.05 Information Regarding Transferee of Unit.....	24
Section 14.06 Indemnification of Management Committee.....	24
Section 14.07 Invalidity.....	24
Section 14.08 Waiver	24
Section 14.09 Gender	24
Section 14.10 Topical Headings	24
Section 14.11 Conflicts.....	24
Section 14.12 Effect of Recorded Instruments	24
Section 14.13 Effective Date	25
EXHIBIT A (Legal Property Description).....	26
EXHIBIT B (Undivided Percentage Interest)	27
EXHIBIT C BYLAWS of Tidewater Village Condominium Owners Association.....	28
Article I. PLAN OF UNIT OWNERSHIP	29
Section 1.01 Condominium Submission	29
Section 1.02 Bylaws Applicability.....	29
Section 1.03 Personal Application.....	29
Section 1.04 Office	29
Article II. ASSOCIATION.....	29
Section 2.01 Composition.....	29
Section 2.02 Voting	29
Section 2.03 Place of Meeting	29
Section 2.04 Annual Meeting	29
Section 2.05 Special Meetings.....	30
Section 2.06 Notice of Meetings.....	30
Section 2.07 Voting Requirements	30
Section 2.08 Proxies	30
Section 2.09 Absentee Ballots	30
Section 2.10 Mail-in Ballots	30
Section 2.11 Written Consent in Lieu of Vote	30
Section 2.12 Quorum.....	31
Section 2.13 Order of Business.....	31
Section 2.14 Title to Unit.....	31
Section 2.15 Conduct of Meeting	31
Article III. MANAGEMENT COMMITTEE.....	31
Section 3.01 Powers and Duties.....	31
Section 3.02 Manager	32
Section 3.03 Number of Committee Members.....	32
Section 3.04 Selection and Term of Office of the Committee	33
Section 3.05 Organization Meeting	33
Section 3.06 Regular Meetings.....	33
Section 3.07 Special Meetings.....	33

Section 3.08	Waiver of Notice.....	33
Section 3.09	Committee's Quorum	33
Section 3.10	Vacancies.....	33
Section 3.11	Removal of Committee Member.....	34
Section 3.12	Compensation	34
Section 3.13	Conduct of Meetings.....	34
Section 3.14	Report of Committee.....	34
Section 3.15	Fidelity Bonds.....	34
Section 3.16	Dispensing with Vote.....	34
Section 3.17	Liability of the Committee	34
Article IV.	OFFICERS	34
Section 4.01	Designation	34
Section 4.02	Election of Officers.....	34
Section 4.03	Removal of Officers.....	35
Section 4.04	President	35
Section 4.05	Vice President.....	35
Section 4.06	Secretary	35
Section 4.07	Treasurer	35
Section 4.08	Agreement, Contracts, Deeds, Checks, etc.	35
Article V.	FISCAL YEAR.....	35
Section 5.01	Fiscal Year	35
Article VI.	AMENDMENT TO BYLAWS	36
Section 6.01	Amendments	36
Section 6.02	Recording.....	36
Section 6.03	Conflicts.....	36
Article VII.	NOTICE	36
Section 7.01	Manner of Notice	36
Section 7.02	Waiver of Notice.....	36
Article VIII.	COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS	36
Section 8.01	Compliance	36
Section 8.02	Conflict	36
Section 8.03	Severability	36
Section 8.04	Waiver	37
Section 8.05	Captions	37
Section 8.06	Gender, etc.....	37

THIS DECLARATION OF CONDOMINIUM is made and executed on the date evidenced below, by Tidewater Village Condominium Owners Association, with its principal place of business located in 1348 East Murray-Holladay Road, Salt Lake City, Salt Lake County, State of Utah (hereinafter referred to as "**Association**"), pursuant to the provisions of the Utah Condominium Ownership Act (the "**Act**"), Title 57-8-1 et seq. of the Utah Code (1953), as may be amended from time to time.

RECITALS

A. The Declaration of Condominium was filed September 19, 1978, as Entry No. 3170430, in the Salt Lake County Recorder's office.

B. This Amended and Restated Declaration of Condominium supercedes and replaces in its entirety that previously recorded Declaration and all amendments thereto and shall be binding on all Units in all phases within the Project.

C. Tidewater Village Condominium Owners Association, is the authorized representative of the owners of certain real property known as Tidewater Village Condominium, located in Salt Lake County, Utah and more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Project**");

D. It is intended that all Owners, guests, invitees and residents abide by these covenants, conditions and restrictions in order to maintain property values and a desirable living environment.

E. The Association controls the Project as managing agent for the Owners.

F. The time to expand the Project has expired.

G. Under Utah Code 57-8-39, more than 67% of the undivided ownership interest in the Common Areas has approved this Amended and Restated Declaration.

H. These covenants, conditions, restrictions, easements and limitations shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the Association hereby executes this Declaration for Tidewater Village Condominium, for and on behalf of all of the Owners.

ARTICLE I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals" and in the Bylaws attached hereto as **Exhibit "C"**) the following terms shall have the meaning indicated.

Section 1.01 Act

Act means the Utah Condominium Ownership Act (Section 57-8-1, *et seq.*, Utah Code Annotated, 1953), as amended from time to time.

Section 1.02 Articles of Incorporation or Articles

Articles of Incorporation mean the Articles of Incorporation for Tidewater Village Condominium Owners Association, on file with the Utah State Department of Commerce, as amended from time to time.

Section 1.03 Association

Association means the Tidewater Village Condominium Owners Association. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the association or a waiver from renewing corporate status. Every Owner shall automatically be a member of the Association. Membership in the Association shall be appurtenant to the Unit in which the Owner has the necessary interest, and shall not be separated from the Unit to which it appertains.

Section 1.04 Common Areas and Facilities

Common Areas and Facilities mean and include:

(a) The real property and interests in real property, which this Declaration submits to the terms of the Act.

(b) All Common Areas and Facilities designated as such in the Survey Map.

(c) All foundations, roofs, columns, girders, beams, supports, and perimeter walls constituting a portion of or included in the improvements which comprise a part of the Project, and any areas which are designed for the use of more than one Unit.

(d) All installations for and all equipment connected with the furnishing of Project utility services, such as electricity, gas, water and sewer.

(e) In general all apparatus, installations, and facilities included within the Project and existing for common use.

(f) The Project outdoor lighting, fences, landscape, sidewalks, parking spaces, and private roads.

(g) All portions of the Project not specifically included within the individual Units.

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

(i) All common areas as defined in the Act, whether or not enumerated herein.

Section 1.05 Common Expenses

Common Expenses mean all sums which are expended on behalf of all the Owners and all sums which are required by the Management Committee to perform its functions, duties, or rights under the Act, the Project Documents or the management agreement for operation of the Project.

Section 1.06 Declaration

Declaration means this document, as amended from time to time.

Section 1.07 Eligible Mortgagee

Eligible Mortgagee means a Mortgagee which has made a written request for notice in accordance with this Declaration.

Section 1.08 Family

Family means family as defined by the local zoning ordinance.

Section 1.09 Limited Common Areas and Facilities

Limited Common Areas and Facilities means Common Areas and Facilities designated herein or on the Record of Survey Map as reserved for the use of a certain Unit or Units to the exclusion of the other Units, Limited Common Areas consist of the patio areas provided adjacent to the Units, decks, driveways, entrances and exits of each Unit whether or not indicated on the appropriate Record of Survey Map.

Section 1.10 Management Committee or Committee

Management Committee or Committee means the Management Committee of Tidewater Village Condominium Owners Association as it exists at any given time.

Section 1.11 Manager

Manager means the manager retained by the Committee to oversee the day-to-day operations of the Association and to enforce the Project Documents. A Manager may also be a full-time employee/resident of the Project.

Section 1.12 Mortgage

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

Section 1.13 Mortgagee

Mortgagee means a holder, insurer or guarantor of a first mortgage on a Unit or the beneficiary, insurer or guarantor of a first deed of trust on a Unit.

Section 1.14 Percentage Interest

Percentage Interest means the undivided percentage interest of each Unit in the Common Areas as set forth in **Exhibit "B"** attached hereto.

Section 1.15 Person

Person means a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

Section 1.16 Project Documents

Project Documents mean the Declaration of Condominium, Bylaws, Articles of Incorporation, the Map, and Rules and Regulations.

Section 1.17 Property or Project

Property or Project mean the land, 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, belonging to the Association, intended for use in connection therewith.

Section 1.18 Record of Survey Map, Plat, or Map

Record of Survey Map, Plat, or Map mean the Record of Survey Maps for Tidewater Village Condominium filed with the Salt Lake County Recorder.

Section 1.19 Resident

Resident means any Person living or staying at the Project. This includes but is not limited to all lessees, tenants, and the family members of Owners.

Section 1.20 Size

Size means the square footage of each Unit.

Section 1.21 Unit

Unit means a separate physical part of the Property intended for independent use, consisting of rooms or spaces located in a building. Units are shown on the appropriate Map. Mechanical equipment, ducts, pipes, and appurtenances located within any one Unit or located outside said Unit but designed to serve only the Unit shall be considered part of the Unit. Such equipment and appurtenances include: appliances; electrical wiring, electrical receptacles, and electrical outlets; air conditioning compressors and other air conditioning apparatus;

pipes and plumbing fixtures; utility lines; fixtures and the like. Additionally, the Unit includes: all non-load-bearing interior walls; decorated interiors; surfaces of the unfinished drywall of all load-bearing walls; surfaces of unfinished floors and ceilings; windows and window frames; doors and door frames; appliances; countertops; trim, cabinetry, and woodwork; and any non-structural interior fixtures or attachments which are removable without jeopardizing the soundness of the building.

Section 1.22 Unit Number

Unit Number means the number, letter, or combination thereof which designates a Unit on the Map.

Section 1.23 Owner

Owner means the owner of the fee in a Unit and the percentage of undivided interest in the Common Areas and Facilities, which is appurtenant thereto. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall be considered the Owner for purposes of voting and Committee membership, unless the seller and the purchaser have otherwise agreed and have informed the Committee in writing of such agreement.

ARTICLE II. SUBMISSION

Section 2.01 Property Submitted

The Property is hereby submitted to the provisions of the Act, subject to the easements, reservations and other provisions set forth in Exhibit "A."

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 3.01 Membership

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

Section 3.02 Voting Rights

Voting rights shall be determined by an Owners respective percentage of ownership interest in the Common Areas as indicated in Exhibit "B" to this Declaration.

Section 3.03 Multiple Ownership Interests

In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Unit concerned, unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

Section 3.04 Record of Ownership

Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Unit. The Association may request an Owner to provide proof of conveyance.

ARTICLE IV. ENFORCEMENT

Section 4.01 Compliance

Each Resident of a Unit shall comply with the provisions of the Project Documents and any applicable statute.

Section 4.02 Remedies

The Association shall have rights to take the following actions to correct violations of any provisions of the Project Documents, including failure to timely pay Assessments; such rights shall be concurrent with and in addition to any rights under law or the Project Documents:

(a) After fifteen (15) days written notice, to enter any Unit and to abate and remove, at the

expense of the defaulting Owner, any structure, thing, or condition that may exist in violation of the Project Documents, and the Association shall not be deemed guilty of any type of trespass, nuisance, or conversion;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy reasonable fines pursuant to a schedule of fines adopted by the Management Committee a copy of which has been delivered to each Owner;

(d) If collectively metered and billed, to terminate the right to receive utility services paid for with assessments or to terminate the right of access to and use of recreational and service facilities of the Association, until the correction of the violation has occurred; or

(e) The right of the Association to suspend the voting rights of the Owners, after notice and a hearing, until such time as the infraction is cured.

(f) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce the Project Documents.

Section 4.03 Action by Owners

Subject to any limitation imposed under the Project Documents or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition.

Section 4.04 Injunctive Relief

Nothing in this section shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

Section 4.05 Hearings

The Management Committee shall create procedures for hearings. When a hearing is

requested or required, the hearing shall be conducted in accordance with the Management Committee's procedures for hearings.

ARTICLE V. IMPROVEMENTS

Section 5.01 Description of Improvements

The improvements included in the Project are now located on the Property described in said **Exhibit "A,"** and all such improvements are described on the appropriate Record of Survey Map. The improvements include buildings, private roadways, landscaping, common storage areas, and open space.

The buildings are composed of the following materials: wood frame with load and non-load bearing walls studded with wood; all floors composed of steel beams or with wooden joists covered with plywood and/or concrete; wooden truss roofs with plywood; roofs surfaced with asphalt shingles; interior walls surfaced with drywall; and exterior surfaced with brick and siding.

Section 5.02 Description and Legal Status of Units

The Map shows the Units and building designation, their locations, dimensions from which its area may be determined, those Limited Common Areas, and the Common Areas. All Units shall be capable of being independently owned, encumbered, and conveyed.

Each conveyance or installment contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with appropriate reference to the Map and to this Declaration, as each shall appear on the records of the Salt Lake County Recorder, State of Utah, and in substantially the following form:

"Unit ___ shown in the Record of Survey Map for the Tidewater Village Condominium appearing in the records of the Salt Lake County Recorder, as

Entry No. ____, Map No. ____ and as identified and described in the Declaration of Condominium, as amended and supplemented, appearing as Entry No. ____, of the official records of Salt Lake County Recorder together with an undivided interest in and to the Common Areas appertaining to said Unit as established in said Declaration, as amended, and Map. This conveyance is subject to the Provisions of the aforesaid Declaration of Condominium for Tidewater Village Condominium, including any amendments thereto.”

Section 5.03 Contents of Exhibit “B”

Exhibit “B” to this Declaration furnishes the following information with respect to each Unit: (a) the Unit Designation, (b) the square footage of each Unit, and (c) the percentage interest of undivided ownership interest in the Common Areas, which is appurtenant to the Unit. With respect to Percentage Interest, to avoid a perpetual series of digits and to obtain a total of one hundred percent (100%), the last digit has been adjusted, and rounded up or down to a value that is most nearly correct.

The percentage of ownership in the Common Areas shall be used for all purposes, including, but not limited to, voting and assessment for Common Expenses.

Section 5.04 Computation of Percentage Interests

The proportionate share of the Owner’s interest in the Common Areas of the Project is based on the number of Units within the Project. To calculate the undivided interest of a Unit, Association shall divide the square footage of the Unit in question by the total square footage of all Units.

Section 5.05 Computation of Percentage Interest after Partial Condemnation or Destruction

After partial condemnation or destruction of the Project, the proportionate share of the Owner’s interest in the Common Areas shall be based on the number of Units remaining within the Project. To

calculate the undivided interest of the remaining Units, Association shall divide the square footage of the Unit in question by the total square footage of the remaining Units

ARTICLE VI. COMMON AREAS; UNIT MAINTENANCE

Section 6.01 Common and Limited Common Areas

(a) The Common Areas contained in the Project are described and identified in this Declaration and the Map.

Neither the Percentage Interest nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, the Percentage Interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

Each Owner shall, at his own cost, maintain, repair and replace the Limited Common Areas assigned to his Unit.

(b) The use of the Common Areas shall be limited to the Resident, to their guests, invitees, and licensees. The use of each of the Limited Common Areas shall be restricted to the Owner of the Unit to which it is appurtenant, to his tenants in residence, and to his guests, invitees and licensees.

The Project Documents shall govern the use of the Common Areas and Limited Common Areas.

(c) Notwithstanding any other provision of this Declaration, any Limited Common Area to which a condominium Unit has sole access shall be for the exclusive use of the Owner of such condominium Unit.

Section 6.02 Unit Maintenance

Each Owner shall at his own cost and expense maintain, repair, and replace his Unit.

Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit. Exterior doors and windows shall be maintained by the Owner but must accord with styles, shapes and colors approved by the Committee.

ARTICLE VII. GENERAL AND SPECIFIC EASEMENTS

Section 7.01 Easement for Encroachment

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

Section 7.02 Access for Repair of Common Areas

Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Management Committee, as its agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Committee shall

also have such rights independent of the agency relationship.

Section 7.03 Emergency Repairs

Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the insistence of the Committee shall be the responsibility of the Association; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. The Committee shall collect amounts owing by Owners pursuant hereto by assessment.

Section 7.04 Right of Ingress, Egress

Each Resident, guest or invitee, shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to the Limited Common Areas designated for use in connection with their Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

Section 7.05 Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Facilities Located Inside of Units; Support

Each Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Facilities located in any of the other Units and serving his Unit.

Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Facilities serving such other Units and located in such Unit.

The Management Committee shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or

replace the common areas contained therein or elsewhere in the buildings. Every portion of a Unit, which contributes to the structural support of the building, shall be burdened with an easement for the benefit of all other Units and the Common Areas.

Section 7.06 Management Committee and Manager Easement

The Management Committee and Management Company shall have non-exclusive easements to use the Common Areas as appropriate to perform their duties and functions pursuant to the Project Documents.

Section 7.07 Easement for Utility Services

There is hereby created a blanket easement upon, across, over and under the property described in "Exhibit A" for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, data, video, cable, and other utility services.

**ARTICLE VIII. USE
RESTRICTIONS**

Section 8.01 Use of Units - Residential Use

Each of the Units in the Project is limited to residential use only. Each Unit and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions).

Section 8.02 No Obstruction of Common Areas

There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Committee. The Committee may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas.

Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Committee.

Section 8.03 Cancellation of Insurance

Nothing shall be done or kept in any Unit or in the Common Areas, which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof.

Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Committee and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees.

No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

Section 8.04 Rules and Regulations

No Resident shall violate the Rules and Regulations for the use of the Units and of the Common Areas as adopted from time to time by the Management Committee. Said Rules and Regulations shall be adopted and enforced pursuant to the terms of Utah's Condominium Act, as amended.

Section 8.05 Structural Alterations

No Owner shall make any structural alterations to a Unit without the prior written consent of the Committee.

Section 8.06 Signs

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Committee.

Section 8.07 Pets

Pets are allowed and shall be regulated by rules and regulations promulgated by the Management Committee.

If a pet owner violates any of pet rules and regulations, the Committee shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Committee may require that the Resident to remove their pet from the premises.

Section 8.08 Storage and Parking of Vehicles

No truck larger than 1-ton, trailer, or recreational vehicle, including but not limited to campers, boats, motor homes, off-road vehicles, motorcycles and similar equipment not used on a regular basis (hereinafter collectively referred to as the "Recreational Vehicles") shall be permitted to be parked overnight or for any period of time longer than twenty-four (24) hours, upon any portion of the Common Area or Limited Common Area.

Visitors may only park their motor vehicles temporarily in accordance with the Rules and Regulations promulgated by the Committee.

No Owners or occupants shall repair or restore any motor vehicle of any kind upon any Unit or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Motor Vehicles parked in unauthorized areas, or in violation of the parking rules and regulations established by the Committee, may, at owner's expense, be towed away. The Committee shall be required to follow all municipal ordinances and codes regarding towing enforcement prior to towing a vehicle.

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

Section 8.09 Leasehold Restrictions

(a) All leases and lessees shall be subject to the provisions of the Act and the Project Documents. Any owner who leases his/her Unit shall be responsible for assuring the Residents' compliance with the Act and the Project Documents. All leases shall be in writing and shall be for a minimum of six months.

(b) The leasing and renting of Units by Owners shall be in accordance with this Section. "Leasing or renting" of a Unit means the granting of a right to use or occupy a Unit for a specific term or an indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

In addition to any other remedy herein, the Association shall have right to levy fines against the Owner for any violations of this Section.

Section 8.10 Aerials, Antennas and Satellite Dishes

It is the intent that this policy not be inconsistent, incongruent or in conflict with applicable local, state and federal legislation. Aerials, antennas and satellite dishes shall be prohibited within the Project, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement (hereafter referred to as "Permitted Devices") shall be subject to the following:

(a) Located only within the Unit or Limited Common Area.

Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location in the residential unit or appurtenant limited common area where an acceptable quality signal can be obtained.

The Management Committee may adopt rules establishing a preferred hierarchy of alternative locations and require screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device. Anything to the contrary notwithstanding, no Permitted Device may be located in the common area without the express prior written consent of the Management Committee. Permitted Devices may only be installed in, on or within property which a party owns or is subject to his exclusive use.

Section 8.11 Timeshares

Timeshares and time-sharing of Units within the Project is prohibited, and under no circumstances shall any condominium be owned or used for time sharing, including but not limited to a "time period unit" as that term is defined in Utah Code Ann. § 57-8-3(26), as amended.

ARTICLE IX. MANAGEMENT COMMITTEE: POWERS, COMPOSITION

Section 9.01 Status and General Authority of Management Committee

Notwithstanding anything herein contained to the contrary, the Condominium Project shall be managed, operated, and maintained by the Management Committee exclusively as agent of, and in the name of, the Association and any act performed by the Management Committee pursuant to the Project Documents, as the same

may be amended from time to time, shall be deemed to be performed by the Committee for and on behalf of the Association as its agent. The Management Committee shall have, and is hereby granted, the following authority and powers:

(a) The authority, without the vote or consent of the 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 and Facilities.

(b) The authority to execute and record, on behalf of all the Owners, any amendment to the Declaration or Record of Survey Map which has 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, which in any way concern the Project, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement, has been obtained.

(e) The power and authority to convey or transfer any interest in real property authorized by the Owners having an interest therein.

(f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(g) The authority to license persons not otherwise entitled to use any of the recreational areas and facilities to use the same from time to time as the Committee deems appropriate upon payment of fees prescribed by it to help defray the cost of maintenance thereof.

(h) The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed at any given time the sum of \$5,000 without the prior approval of the majority of the Owners.

(i) The authority to promulgate such reasonable Rules and Regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Owners and the authority to levy fines for infractions thereof. Including, but not limited to, promulgating rules.

(j) The powers and authority to perform any other acts, and to enter into any other transactions which may be reasonably necessary, for the Management Committee to perform its functions as agent of the Association.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(k) The Committee may carry out through a project manager any of its functions which are properly the subject of delegation. Any manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Project for the benefit of the Committee and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the Project which may be entered into by the Management Committee or the Association shall call for a term not exceeding three (3) years and shall provide that for cause such management agreement may be terminated by the Management Committee or by the Association upon not in excess of ninety (90) days written notice.

Section 9.02 Composition of Committee and Selection Thereof

The Management Committee shall be established and elected in accordance with the Bylaws.

ARTICLE X. ASSESSMENTS

Section 10.01 Covenant for Assessment

(a) Each Owner, by acceptance of a deed hereafter conveying any such Unit to it, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments:

(i) Annual assessment (the "Annual Assessment") as provided in Section 10.02 below.

(ii) Special assessments ("Special Assessments") as provided in Section 10.05 below.

(iii) Emergency assessments ("Emergency Assessments") as provided in 10.06 below.

(iv) Individual assessments ("Individual Assessments") as provided in Section 10.07 below.

(b) Assessments shall be established and collected as provided in this article.

(c) No Owner may exempt itself from liability for Assessments by abandonment of any Unit owned by such Owner.

Section 10.02 Annual Budget and Assessment

(a) Annual Budget. The Management Committee shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the landscaping and exteriors of

Residences and for the administration, management and operation of the Association. If Management Committee fails to adopt an annual budget, the last adopted budget shall continue in effect.

(b) Determination of Annual Assessment.

(i) The Management Committee of the Association shall fix the amount of the Annual Assessment against each Unit for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessment shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period.

(ii) The omission by the Management Committee, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

Section 10.03 Apportionment of Assessments

Assessments shall be apportioned as follows:

(a) Annual, Special and Emergency Assessments. Annual, Special and Emergency Assessments shall be apportioned among all the Units on the basis of their respective appurtenant percentages of undivided ownership interest as set forth in Exhibit "B" hereto.

(b) Individual Assessments. Individual Assessments shall be apportioned exclusively against the Units benefited or to which the expenses are attributable as provided in Section 10.07.

(c) Payment of Assessments. Upon majority vote of the undivided interest in the common areas, installments of Annual Assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on a monthly basis. Any member may prepay one or more installments of any Assessment levied by the Association, without premium or penalty.

Section 10.04 Personal Obligation and Costs of Collection

(a) Assessments imposed under this Declaration, together with interest at a rate to be established by resolution of the Management Committee, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof, shall also be the personal obligation of the Owner holding title to any Unit at the time when the assessment became due.

(b) The personal obligation for any delinquent Assessment, together with interest, costs and reasonable attorneys' fees, however, shall not pass to the Owner's successor or successors in title unless expressly assumed by such successor or successors.

Section 10.05 Special Assessments

In addition to the Annual Assessments authorized in this Article, the Association may levy in any assessment year, a special assessment ("Special Assessment"), applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the exterior of the Units or the landscaping; provided that such assessment shall be under twenty-five percent (25%) of the total budget and anything more than that must first be approved by fifty-one percent (51%) of the votes of a quorum of Owners voting in any manner authorized in the Bylaws.

Section 10.06 Emergency Assessment

(a) If the Annual Assessments levied at any

time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Management Committee shall, as soon as practicable, determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and levies the additional assessment ("Emergency Assessment"). The resolution shall specify the reason for the Emergency Assessment.

(b) Any Emergency Assessment in the aggregate in any fiscal year that would exceed an amount equal to fifty percent (50%) of the budgeted expenses of the Association for the fiscal year may be levied only if approved by fifty-one percent (51%) of a quorum of Owners voting any manner authorized in the Bylaws.

(c) Emergency Assessments shall be apportioned as provided in Section 10.03 above.

Section 10.07 Individual Assessments

(a) Any expenses benefiting or attributable to fewer than all of the Units may be assessed exclusively against the Units affected or benefited ("Individual Assessment"). Individual Assessments shall include, but are not limited to:

(i) Assessments levied against any Unit to reimburse the Association for costs incurred in bringing the Unit or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of the Project Documents.

(ii) Any reasonable services provided to an unimproved or vacant Unit by the Association due to an Owner's failure to maintain the same in order to protect the health, safety and welfare of adjoining Owners and the Association in general.

Section 10.08 Nonpayment of Assessments

Any assessment or portion thereof not paid within thirty (30) days after the due date (which shall be established by resolution of the Management Committee):

(a) Shall be delinquent and shall bear interest from the due date at the rate, established by resolution of the Management Committee, not to exceed the maximum rate permitted by law, and

(b) Shall be subject to a monthly late charge in such an amount as determined to be reasonable by the Management Committee in their discretion and evidenced by Committee resolution.

All remedies provided by law, including by the Utah Condominium Ownership Act, for the nonpayment of Assessments are hereby adopted and incorporated herein and made a part hereof as though such remedies were fully set forth herein.

Section 10.09 Lien for Assessments

All Assessments imposed shall be a charge and continuing lien upon each of the Units against which the assessment is made in accordance with the terms and provisions of this Article X and shall be construed as a real covenant running with the land.

Section 10.10 Subordination of Lien to Mortgages

(a) The lien of the Assessments provided for in this article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Unit subject to assessment, except as provided in subsection (b) of this section.

(b) The sale or transfer of any Unit pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien for assessments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Unit from liability for any Assessments thereafter becoming due, or from the lien of any

future assessment.

Section 10.11 Enforcement of Lien

The Association may establish and enforce the lien for any Assessment, including Annual, Special, Individual or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Unit against which the Assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration or by law or awarded by a court for breach of any provisions of the Project Documents.

The lien may be foreclosed in the same manner as either deeds of trust, mortgages, or in any other manner permitted by Utah law. The collection remedies stated herein are cumulative and the use of one does not preclude the use of other remedies.

Section 10.12 Suspension of Voting Rights

The Management Committee shall have the right to suspend any Owner's right to vote during any period of time that the Owner carries a past due assessment balance.

Section 10.13 Reserve Account

The Association shall establish a reasonable reserve account for the funding of long term maintenance and/or replacement items. The Management Committee shall use reasonable efforts to fund said reserve account but shall not be held personally liable for a failure to fully fund said account as long as gross negligence or intentional misconduct is not proven in a court of law.

Section 10.14 Absentee Owner Failure to Pay Assessments

In the event that an absentee Owner fails to pay any assessment obligation hereunder, and a tenant and/or tenants in his/her Unit, the Association may demand that the tenants pay to the association any rent owing to said Owner. Said amount received shall be applied to the Owner's account and payments hereunder shall not constitute a breach of the lease agreement between the Owner and Tenant. Any rent payments received by the

Association shall not constitute a breach of the lease or rent agreement.

Section 10.15 Reinvestment Fee.

Each time a legal title to a Unit passes from one person to another, unless the transfer is made to a Qualified Successor Owner, which shall mean such owner's spouse, son, daughter, father or mother or a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) (the "Qualified Successor Owner(s)") for estate planning purposes, within thirty (30) days after the effective date of such title transaction the new Unit Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee (commonly referred to as a transfer fee), in an amount determined by the Board from time to time not to exceed \$250.

ARTICLE XI. INSURANCE

Section 11.01 Types of Insurance Maintained by the Association

The Association shall have the authority to and shall obtain and maintain, to the extent reasonably available, the insurance specified below:

The Management Committee may adopt General Insurance Rules, Policies and Procedures intended as a guide for Owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners. The Association shall obtain the following insurance coverages ("The Association Master Policy"):

Public Liability. Public liability for the Common Areas, Limited Common Areas, and Facilities;

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

Buildings and Units. Special form

property, fire and extended hazard for all Buildings that contain more than one Unit, including any improvement which is a permanent part of a Building such as cabinets, floor and wall coverings, built-in appliances, and attached fixtures;

D&O. Directors and officers in not less than \$1,000,000; and

Fidelity Bond. Fidelity bond, in an amount not less than the reserves and operating capital of the association.

Section 11.02 Insurance Company.

The Association shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

Section 11.03 Minimum Amount of Insurance Coverage.

The limits of each liability insurance policy purchased for the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, death, and property damage. This amount may be increased by resolution of the Management Committee.

Section 11.04 Premium as a Common Expense.

The premium for the Association's insurance; including but not limited to general liability, property coverage, directors and officers, and fidelity bond coverage, is to be a Common Expense.

Section 11.05 Insurance by Owner.

Each Owner shall obtain and maintain the following types of insurance coverages:

Public Liability Insurance. Each Owner will obtain public liability insurance for his Unit and shall provide the Association with a Certificate of Insurance upon request;

Building Coverage (inside the unit) Each

Owner shall have a minimum amount of \$10,000 for Building coverage added to his individual owner's policy;

Loss Assessment. Each Owner shall have a minimum amount of \$20,000 for loss assessment coverage added to his Unit;

Premium. The insurance premium on the Owner's policy shall be paid by the Owner.

Maintenance of Coverage. The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

Default. If an Owner fails to maintain the required insurance or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may but is not obligated to, without further notice, purchase the required insurance and treat the cost as an Individual Assessment.

Contents. The Association Master Policy does not cover the contents of the Unit or the personal property of the Unit or Resident such as automobiles, furniture, furnishings, appliances, paintings, pictures, wall hangings, clothing, personal belongings and effects, and other contents, or personal liability.

Section 11.06 Loss of Rents.

The Association Master Policy does not cover loss of rents or rental income.

Section 11.07 Insurance of Contents and Lost Rents.

Providing insurance to cover contents and lost rents or rental income is the responsibility of the individual Owner or Resident.

Section 11.08 Payment of Deductible.

It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy shall be paid for by the party (i) who would be liable for the loss, damage, claim, or repair in the absence of insurance or (ii) from whose Unit the causal event originates. 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 parties, then the Owner shall be responsible for the deductible. Each Owner is encouraged to purchase insurance to cover the cost of the deductible as stated above. The association deductible will be \$10,000 or less. 60 days written notice will be given to Owners in the event the Management Committee elects to increase the deductible in an amount greater than \$10,000. Owners shall be responsible for the Association deductible despite inadequate insurance personally carried.

Section 11.09 Damages.

Each Owner is responsible for the maintenance of his Unit and for the repair of any damage he causes to another Unit, Limited Common Area, or the Common Area and Facilities.

Section 11.10 Right to Adjust Claims.

The Association has the right, power and authority to adjust claims.

Section 11.11 Use of Insurance Proceeds and Repairs.

Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

Section 11.12 Damage to Project

In the event of damage of or destruction to all of the improvements in the Condominium Project, the following Procedures shall apply:

(a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to

repair or reconstruct the damage or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if the proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Owners shall be assessed for any deficiency on the basis of their respective Percentage Interest.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Owners within 100 days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Owners do not, within 100 days after the destruction or damage and by a vote of at least 75%, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this Article regarding the extent of damage to or destruction of Project improvements shall be made by three appraisers selected by the Management Committee. The decision of any two such appraisers shall be conclusive.

ARTICLE XII. MORTGAGEE PROTECTION

Section 12.01 Notices of Action

Eligible Mortgagees, upon written request to the Association, which request shall contain the name and address of the Mortgagee and the Unit number, shall be given timely notice of the following:

Any proposed amendment to the Project Documents effecting a change in:

(i) The boundaries of any unit or the exclusive easement rights appertaining thereto,

(ii) The interests in the Common Area or Limited Common Area appertaining to any Unit or the liability for common expenses appertaining thereto,

(iii) The number of votes in the Association appertaining to any Unit, or

(iv) The purposes to which any Unit or the Common Areas are restricted.

(v) Any proposed termination of the condominium;

(vi) Any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Unit on which there is a mortgage held, insured or guaranteed by an Eligible Mortgagee;

(vii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of the Mortgagee where such delinquency has continued for a period of 60 days;

(viii) Any lapse, cancellation or material modification of any insurance policy required to be maintained by the Association under this Declaration.

Section 12.02 Restoration or Repair of Project

Any restoration or repair of the Project after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original design and construction of the Project, unless fifty-one percent (51%) of Eligible Mortgagees approve a change.

Section 12.03 Termination of Association

Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of at least fifty-one percent (51%) of Eligible Mortgagees.

Section 12.04 Eligible Mortgagees

Any Mortgagee failing to provide the Association with a written request for notice shall not be an Eligible Mortgagee and shall lose its entitlement to notice, and any other rights extended to Eligible Mortgagees in the Project Documents until such time as it provides the Association with a proper written request for notice.

ARTICLE XIII. AMENDMENTS

Section 13.01 Termination of Declaration

Owners representing at least sixty-seven (67%) of the undivided interest in the common areas and approval of at least sixty-seven percent (67%) of Eligible Mortgagees shall be required to terminate the Declaration.

Section 13.02 Amendment of Declaration

The consent of Owners representing at least sixty-seven percent (67%) of the undivided interest ownership in the Common Areas shall be required to amend this Declaration. The Board is hereby empowered to amend this Declaration by the unanimous vote of the Board, in order to ensure that the Declaration is in compliance with the requirements of Housing and Urban Development (HUD), the Fair Housing Administration (FHA), Veterans Administration (VA), Fannie Mae

(FNMA), and/or Freddie Mac (FHLMC) to ensure the Project retains its FHA certified status and so that Units are able to qualify for FHA and other government sponsored lending programs. The approval of fifty-one percent (51%) of Eligible Mortgagees shall be required to materially amend any provision of the Project Documents, or to add any material provision thereto. A provision shall be considered material if it establishes, provides for, governs or regulates any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of liens;
- (c) Reserves for maintenance, repair, and replacement of Common Areas;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use the Common Areas;
- (f) Responsibility for maintenance and repair of the Units, Limited Common Area, or Common Area;
- (g) Expansion or contraction of the Project;
- (h) Boundaries of Units;
- (i) The interests in the Common Areas and Limited Common Areas;
- (j) Convertibility of Units into Common Areas or Common Areas into Units;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Unit;
- (m) Establishment of self-management by the Association where professional management has been required by any governmental agency or lending institution;
- (n) Any provision for the express benefit of Eligible Mortgagees.

Section 13.03 Amendment Effective Date

No amendment to this Declaration shall be effective until it has been duly recorded in the County Recorder's Office.

ARTICLE XIV. MISCELLANEOUS

Section 14.01 Votes Without a Meeting

Notwithstanding anything to the contrary, in those cases in which the Project Documents requires the vote of a stated percentage of the Owners for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining the necessary percentage of votes in any manner authorized by the Bylaws.

Section 14.02 Service of Process

The registered agent of the Association, as described on the Utah State Department of Commerce's records is the person authorized to receive service of process in cases authorized by the Act.

In the event that the corporate status of the Association expires, then the President of the Management Committee shall be the successor substitute process agent. In the event that the corporate status expires, the Management Committee shall specify such successor or substitute agent and his or her address by written instrument to be kept at the Association's principal place of business.

Section 14.03 Duty of Owner to Pay Taxes on Unit Owned

It is understood that under the Act each Unit (and its Percentage Interest in the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof, no taxes will be assessed or levied against the Project as such, except for certain personal properties thereof. Accordingly, each Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit.

Section 14.04 Covenants to Run With Land; Compliance

This Declaration and all the provisions hereof shall constitute covenants which run with the land and

constitute equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Unit or any part of in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, assigns, guests and invitees. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of the Project Documents, agreements, instruments, and determinations adopted pursuant thereto, (hereinafter referred to collectively as the "Declaration"), and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of the Association, or, in a proper case, by an aggrieved Owner. By acquiring any interest in a Unit each Owner or occupant consents and agrees to be bound by and subject to each and every provision of the Declaration. Should the Association be required to take action hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise, the Association may recover all costs and expenses, including a reasonable attorney's fee, which may arise or accrue.

Section 14.05 Information Regarding Transferee of Unit

Any Owner who sells, leases, or otherwise disposes of his Unit shall submit to the Committee pertinent information concerning the transferee or new occupant within one week of any transfer of title or possession on a form furnished by the Committee.

Section 14.06 Indemnification of Management Committee

Each member of the Management Committee shall be indemnified and held harmless by the Owners against all costs, expenses, and fees, reasonably incurred by them in connection with any proceeding to which he may become involved by reason of his or her negligent act or omission in relation to their being a member of said Committee.

Section 14.07 Invalidity

The invalidity of any provisions of this Declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 14.08 Waiver

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 14.09 Gender

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Section 14.10 Topical Headings

The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

Section 14.11 Conflicts

This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of the latter shall control.

Section 14.12 Effect of Recorded Instruments

At any point in time, the Declaration and the Record of Survey Map concerning each phase which is then a part of the Project shall constitute

the constituent parts of a single Declaration and Record of Survey Map affecting the Project. Accordingly, in the event the provisions of the separate instruments conflict irreconcilably, the terms of that instrument which is last recorded shall control.

Section 14.13 Effective Date

This Declaration shall take effect upon recording in the office of the Salt Lake County Recorder.

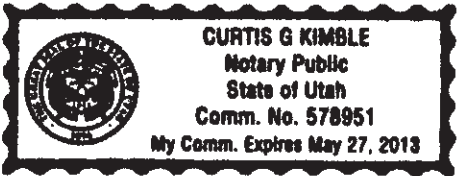
IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by its duly authorized officers on the 13th day of July, 2010.

TIDEWATER VILLAGE CONDOMINIUM OWNERS ASSOCIATION

Jeri Bott
By: FERI BOTT
Its: President

STATE OF UTAH)
County of Salt Lake) :SS

On this 13 day of July, 2010, personally appeared before me Jeri Bott who being by me duly sworn, did say that they are the agent of the Association authorized to execute this Declaration.



Curtis G Kimble
NOTARY PUBLIC

EXHIBIT A

(LEGAL PROPERTY DESCRIPTION)

All Units (45 total) and Common Area in All Phases TIDEWATER VILLAGE CONDOMINIUMS AND TIDEWATER VILLAGE PHASE 2 CONDOMINIUMS more particularly described as follows:

"BEGINNING AT A POINT 1751.77 FEET NORTH AND 384.76 FEET EAST OF THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING THE EASTERN MOST POINT OF TIDEWATER VILLAGE CONDOMINIUM, AND RUNNING THENCE N37°12'E ALONG NORTHERLY LINE OF CROWN COLONY SUBDIVISION 29.64 FEET; THENCE N76°44'E ALONG SAID NORTHERLY LINE 92.00 FEET; THENCE N81°19'E ALONG SAID NORTHERLY LINE 254.00 FEET; THENCE N15°00'E 87.31 FEET; THENCE N53°30'E 92.14'; THENCE N02° 23'W 12.33' ALONG THE SALT LAKE COUNTY PROPERTY; THENCE N87° 37'E 3.85' ALONG THE SALT LAKE COUNTY PROPERTY; THENCE N38° 15'W 173.85 FEET ALONG THE CENTERLINE OF BIG COTTONWOOD CREEK; THENCE S68°50'15"W 135.68 FEET ALONG THE GEORGE L. & DORA DIPO PROPERTY; THENCE N35°40'20"W 33.60 FT. ALONG GEORGE L. & DORA DIPO PROPERTY; THENCE S64°20'W 433.61 FEET; THENCE S13°40'E 68.05 FEET ALONG EASTERLY LINE OF TIDEWATER VILLAGE CONDOMINIUM; THENCE SOUTHERLY ALONG SAID EASTERLY LINE ON A CURVE TO THE LEFT (THE RADIUS POINT OF WHICH IS N76°20'E 15.0 FEET) A DISTANCE OF 12.61 FEET; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE ON A CURVE TO THE RIGHT (THE RADIUS POINT OF WHICH IS S28°08'37"W 45.0 FEET) A DISTANCE OF 59.68 FEET; THENCE S75°52'15"E ALONG SAID EASTERLY LINE 144.40 FEET TO THE POINT OF BEGINNING."

First Parcel No: 2209105001

EXHIBIT B

(UNDIVIDED PERCENTAGE INTEREST)

Building No.	Unit No.	Square Footage	Percentage Interest
1	4790	1602	1.969
1	4792	1602	1.969
2	4794	1602	1.969
2	4796	1602	1.969
3	4786	1906	2.343
3	4788	1898	2.334
4	4798	2460	3.025
4	4800	2460	3.025
5	4801	1654	2.034
5	4799	1981	2.436
6	1340	1981	2.436
6	1342	1981	2.436
7	1350	1882	2.315
7	1352	1882	2.315
8	4802	1981	2.436
8	4804	1654	2.034
9	4795	1940	2.385
9	4797	1940	2.385
10	A	1752	2.155
10	B	1752	2.155
10	C	1752	2.155
10	D	1752	2.155
11	A	1752	2.155
11	B	1752	2.155
11	C	1752	2.155
11	D	1752	2.155
11	E	1752	2.155
11	F	1752	2.155
12	A	1752	2.155
12	B	1752	2.155
12	C	1752	2.155
12	D	1752	2.155
12	E	1752	2.155
12	F	1752	2.155
12	G	1752	2.155
13	A	1752	2.155
13	B	1752	2.155
13	C	1752	2.155
13	D	1752	2.155
13	E	1752	2.155
13	F	1752	2.155
14	A	1752	2.155
14	B	1752	2.155
14	C	1752	2.155
14	D	1752	2.155
			<u>100.000</u>

EXHIBIT C
BYLAWS OF TIDEWATER VILLAGE CONDOMINIUM
OWNERS ASSOCIATION

ARTICLE I. PLAN OF UNIT OWNERSHIP

Section 1.01 Condominium Submission

The Property is located in Salt Lake County, Utah, has been submitted to the provisions of the Act by a Declaration recorded in the Office of the County Recorder of Salt Lake County, Utah, simultaneously herewith, and shall hereafter be referred to as the "Condominium."

Section 1.02 Bylaws Applicability

The Provisions of these Bylaws are applicable to the Project as the same may be expanded as provided in the Declaration and the use, occupancy, sale, lease or other transfer thereof. All Owners of any fee or leasehold interest, all occupants or users of the Condominium, and the agents and servants of any of them are subject to the provisions of the Project Documents.

Section 1.03 Personal Application

All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the facilities of the Condominium, shall be subject to the Project Documents. Acquisition, rental or occupancy of any of the Condominium Units in the Condominium shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Project Documents and will comply with them.

Section 1.04 Office

The office of the Condominium and of the Management Committee shall be located at the Condominium or at such other place as may be designated from time to time by the Management Committee (hereinafter sometimes called the "Committee").

ARTICLE II. ASSOCIATION

Section 2.01 Composition

All of the Owners acting as a group in accordance with the Act, the Declaration and these Bylaws, shall constitute the Association. Except as to those

matters which the Act specifically requires to be performed by the vote of the Owners, the administration of the Condominium shall be performed by the Committee.

Section 2.02 Voting

Each Owner shall have one vote. Since a Owner may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting.

Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Owner.

Except where a greater number is required by the Act, the Declaration, or these Bylaws, a majority of the votes of Owners present in person or represented by proxy in good standing and entitled to vote is required to adopt decisions at any meeting of the Association.

Section 2.03 Place of Meeting

Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place as may be designated by the Committee and stated in the notice of the meeting.

Section 2.04 Annual Meeting

The annual meetings of the Association shall be held in February of each year. The Committee in its discretion may designate another date for the annual meeting. At such annual meetings the Committee shall be elected by ballot of the Owners in accordance with the requirements of these Bylaws. The Association may transact any other business, which properly comes before it at the meeting.

Section 2.05 Special Meetings

It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Committee or, after all of the Committee has been elected by Owners, upon a petition signed and presented to the Secretary by Owners having not less than twenty percent (20%) of the undivided interests. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.06 Notice of Meetings

It shall be the duty of the Secretary to send notice of (a) each annual meeting of the Owners, at least twenty (20) days in advance of such meeting and (b) each special meeting of the Owners at least ten (10) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Units and at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 2.07 Voting Requirements

An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if he shall have fully paid all due installments of assessments made or levied against him and his Unit by the Committee as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses chargeable to him and against his Unit, at least three days prior to the date fixed for such annual or special meeting.

Section 2.08 Proxies

The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner, or, in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Owner or by any of such persons, that it be revoked. Any proxy shall be

void if it is not dated or if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less than three (3) days before the meeting.

Section 2.09 Absentee Ballots

(a) A Member who is incapacitated, or who will be absent, on the date set for balloting may cast an absentee ballot at the place or time of balloting, or by mail, in the manner required by the Committee, but in no event shall the vote be cast more than fourteen (14) days prior to the voting date.

(b) Absentee votes shall be opened and the ballots tabulated at the same time and place and under the same conditions as the regular ballots.

Section 2.10 Mail-in Ballots

(a) Any action that may be taken by the Owners, except election of Management Committee members, may be taken by written ballots in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section 16-6a-709, as amended from time to time.

(b) A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

Section 2.11 Written Consent in Lieu of Vote

Any action that may be taken by the Owners, except election of Management Committee members, may be taken by written consent in accordance with the procedure established in the Utah Revised Nonprofit Corporation Act Section

16-6a-707, as amended from time to time. Written consents may be collected personally, by mail, or by electronic means.

Section 2.12 Quorum

Except as may otherwise be provided herein or by statute, more than fifty percent (50%) of the Owners shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting; the Owners entitled to vote thereat, present in person, represented by proxy or absentee ballot, shall have power to adjourn the meeting and reschedule for a time no earlier than 48 hours, and no later than thirty (30) days after the time set for the original meeting. The Association shall give the Owners 48 hours notice of a rescheduled meeting. A quorum for the transaction of business at the rescheduled meeting shall be 50% of the Owners in person or represented by proxy or absentee ballot.

Section 2.13 Order of Business

The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of special committees, if any; (f) election of Committee Members, if applicable; (g) unfinished business; and (h) new business. In its sole discretion, the Management Committee may change the order of business.

Section 2.14 Title to Unit

Title to Units may be taken in the name of a natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association or other entity capable of holding title to real property, or any combination thereof.

Section 2.15 Conduct of Meeting

The President shall, or in his absence the Vice-President shall, preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

ARTICLE III. MANAGEMENT COMMITTEE

Section 3.01 Powers and Duties

The affairs and business of the Association shall be managed by the Committee. The Committee shall have all of the powers and duties necessary to administer the affairs of the Association in accordance with the provisions of the Declaration.

The Committee may do all such acts and things as are required by the Act or by these Bylaws or the Declaration to be done by the Association.

The Committee shall have the power to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium. However, such Rules and Regulations shall not be in conflict with the Act, the Declaration or these Bylaws. The Committee shall delegate to one of its members the authority to act on behalf of the Committee on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Committee. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for the following:

(a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) Making assessments against Owners to defray the cost and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Committee, the annual assessment against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of the Condominium.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.

(e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property.

(f) Making and amending Rules and Regulations respecting the use of the Property.

(g) Opening of bank accounts on behalf of the Association and designating the signatories required therefore.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.

(i) Enforcing by legal means the provisions of the Project Documents for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the condominium and not billed to Owners of individual Units.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying any maintenance and

repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon resolution of the Committee, shall be audited by an outside auditor employed by the Committee who shall not be a resident of the Condominium, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Unit in the Condominium who requests the same in writing from the Secretary.

(m) To do such other things and acts not inconsistent with the Act, the Declaration or the Bylaws or by a resolution of the Association.

(n) To grant easements and licenses over, under, and through the Common Areas.

Section 3.02 Manager

The Committee may employ for the Condominium a Manager to perform such duties and services as the Committee shall authorize, including, but not limited to, the duties listed in Section 3.01.

The Committee may delegate to the Manager all of the powers granted to the Committee by these Bylaws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b), (f), (g) and (i), of Section 3.01 shall require the written consent of the Committee.

Section 3.03 Number of Committee Members

The Committee shall be composed of five persons, all of whom shall be Owners.

Section 3.04 Selection and Term of Office of the Committee

Unless appointed under the provisions of Section 3.10, Committee members shall be elected as follows:

(a) Management Committee Members shall be elected by a majority vote of the Members present in person or by proxy at the annual meeting. Cumulative voting shall not be permitted.

(b) All Management Committee Members shall hold office until their successor is elected.

(c) Management Committee Members' terms shall be staggered. Upon the natural expiration of a committee member's term, a successor shall be elected for a two year term. There shall be no limit on the number of terms an Owner may serve as a committee member.

Section 3.05 Organization Meeting

The first meeting of the members of the Committee following the annual meeting of the Association shall be held the month following the annual meeting at a place fixed by the Committee at the meeting at which such Committee-members were elected, and no notice shall be necessary to the newly elected Committee Members in order legally to constitute such meeting provided that majority of the whole Committee shall be present thereat.

Section 3.06 Regular Meetings

Regular meetings of the Committee may be held at such time and place as shall be determined by a majority of the Committee, but at least six such meetings shall be held during each fiscal year after the first annual meeting of the Association. Notice of regular meetings of the Committee shall be given to each member, personally, by mail, electronic means, or by telephone, at least three business days prior to the day named for such meeting.

Section 3.07 Special Meetings

The President on three business days' notice to each member may call special meetings of the

Committee. Such notice shall be given personally, by mail, facsimile, electronically, or by telephone, and such notice shall state the time, place and purpose of the meeting. The President or Secretary shall call special meetings of the Committee on the written request of at least two Committee Members.

Section 3.08 Waiver of Notice

Before or at any meeting of the Committee, any Committee 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 Committee Member at any meeting of the Committee shall be a waiver of notice by him of the time and place thereof. If all the Committee Members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

Section 3.09 Committee's Quorum

At all meetings of the Committee, a majority of the Committee shall constitute a quorum for the transaction of business, and the acts of the majority of the Committee present at a meeting at which a quorum is present shall be the acts of the Committee. If there be less than a quorum present at any meeting of the Committee, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice. Committee members may attend by telephone.

Section 3.10 Vacancies

Vacancies in the Committee caused by any reason other than removal of a Committee Member by a vote of the Association shall be filled by vote of the majority of the remaining Committee Members at a special meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the Committee Members present at such meeting may constitute less than a quorum of the Committee; and each person so elected shall be a Committee Member for the remainder of the term of the Committee Member so replaced.

Section 3.11 Removal of Committee Member

(a) A Committee Member may be removed with or without cause, and his successor elected at any meeting of the Association at which a quorum is present, by an affirmative vote of the majority of the votes represented and voting. Any Committee Member whose removal has been proposed by the Owners shall be given at least 30 days written notice of the calling of the meeting and the purpose thereof and shall be given a reasonable opportunity to be heard at the meeting.

(b) Any Committee Member who allows his installments of assessments made or levied against him and his Unit by the Committee to exceed ninety days, including default interest, costs, attorney's fees, penalties, and other expenses chargeable to him and against his unit, and fails to cure the default within ten (10) days after written notice shall be removed by vote of the Committee.

Section 3.12 Compensation

Committee members shall not be compensated for their work. However, they may seek reimbursement for actual costs and mileage incurred associated with their service.

Section 3.13 Conduct of Meetings

The President shall preside over all meetings of the committee and the Secretary shall keep a minute book of the Committee recording therein all resolutions adopted by the Committee and a record of all transactions and proceedings occurring at such meetings.

Section 3.14 Report of Committee

The Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, full and clear statement of the business and condition of the Condominium.

Section 3.15 Fidelity Bonds

The Committee shall require that all officers, agents (including professional Manager and its employees) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall

constitute a Common Expense. The Committee shall provide a fidelity insurance coverage as required by the Declaration.

Section 3.16 Dispensing with Vote

Any action by the Committee required or permitted to be taken at any meeting may be taken without a meeting if all the members of the Committee shall consent in writing to such action. Written consent shall be filed with the minutes of the proceedings of the Committee.

Section 3.17 Liability of the Committee

The members of the Committee shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Committee Members from and against all contractual liability to others arising out of contracts made by the Committee on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws.

ARTICLE IV. OFFICERS

Section 4.01 Designation

The principal officers of the Condominium shall be a President, Vice President, Secretary, and a Treasurer, all of whom shall be elected by the Committee.

The Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the President, no officer need be a member of the Committee. The same person may hold two or more offices, except that the President shall not hold any other office.

Section 4.02 Election of Officers

The officers of the Association shall be elected annually by the Management Committee at the organization meeting of each Committee and shall hold office at the pleasure of the Committee. The Committee at a regular meeting or special meeting called for such purpose shall fill any vacancy in an office.

Nevertheless, the Committee Members may serve as the officers of the Association, with such positions therein determined amongst themselves.

Section 4.03 Removal of Officers

The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Committee may be removed at any time by the affirmative vote of a majority of the Committee, and his successor may be elected at any regular meeting of the Committee, or at any special meeting of the Committee called for such purpose.

Section 4.04 President

The President shall be the chief executive officer; he shall preside at meetings of the Association and the Committee and shall be an unofficial member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Committee are carried into effect.

Section 4.05 Vice President

There shall be a Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Committee or the President shall prescribe. If neither the President nor the Vice President is able to act, the Committee shall appoint a member of the Committee to do so on an interim basis.

Section 4.06 Secretary

The Secretary shall to the extent possible attend all sessions of the Committee and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the Association, the Committee and committees and shall perform such other duties as may be prescribed by the Committee.

The Secretary shall compile and keep current at the principal office of the Condominium, a complete

list of the Owners and their last known addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Committee, including resolutions. The minute book shall be kept in the Association office.

Section 4.07 Treasurer

The Treasurer shall have the custody of all funds and securities that are not under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Committee. He shall disburse funds as ordered by the Committee taking proper vouchers for such disbursements, and shall render to the President and Committee Members, at the regular meetings of the Committee, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.

Section 4.08 Agreement, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Condominium for expenditures or obligations shall be executed by any Director or by any other person designated by the Committee.

ARTICLE V. FISCAL YEAR

Section 5.01 Fiscal Year

The fiscal year of the Association shall be the calendar year. The fiscal year herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Association.

ARTICLE VI. AMENDMENT TO BYLAWS

Section 6.01 Amendments

Except as otherwise provided in this Section, these Bylaws may be modified or amended either (i) by an affirmative vote of at least fifty-one percent (51%) of the Percent Interests in the Project at any regular or special meeting at which a quorum is present, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting, or (ii) pursuant to a written instrument duly executed by at least fifty-one percent (51%) of the Owners.

Section 6.02 Recording

A modification or amendment of these Bylaws shall become effective only if such modification or amendment is recorded in the office of the County Recorder of Salt Lake County, Utah.

Section 6.03 Conflicts

No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium and all Owners shall be bound to abide by such modification or amendment.

ARTICLE VII. NOTICE

Section 7.01 Manner of Notice

All notices, demands, bills, statements or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. The Association may also give notice via facsimile or electronic mail, to an owners facsimile or electronic mail address as shown on the records

of the Association. Notices given by facsimile or electronic mail shall be deemed received when sent.

Section 7.02 Waiver of Notice

Whenever any notice is required to be given under the provisions of the statutes, the Declaration or these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

ARTICLE VIII. COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

Section 8.01 Compliance

These Bylaws are set forth in compliance with the requirements of the Act.

Section 8.02 Conflict

These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

Section 8.03 Severability

These Bylaws are set forth to comply with the requirements of the State of Utah. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance are held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

Section 8.04 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 8.05 Captions

The captions contained in these Bylaws are for convenience only and are not part of these Bylaws

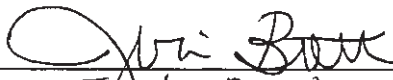
and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

Section 8.06 Gender, etc.

Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the Association, has caused these Bylaws to be executed by its duly authorized officers on the date first stated above.

**TIDEWATER VILLAGE CONDOMINIUM
OWNERS ASSOCIATION**


By: Jeri Bott
Its: President