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DECLARATION OF CONDOMINIUM
OF
ASPEN PLAZA COMMERCIAL CONDOMINIUMS

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TABLE OF CONTENTS

Page

1.	DEFINITIONS.....	1
2.	SUBMISSION AND DIVISION OF PROJECT.....	4
2.1	Submission to Condominium Act.....	4
2.2	Division into Condominiums.....	4
3.	BUILDINGS AND IMPROVEMENTS.....	4
3.1	Buildings and Improvements.....	5
3.2	Description of Units.....	5
3.3	Description of Common Areas.....	5
3.4	Principal Construction Materials.....	5
4.	NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP.....	5
4.1	Interior of Units.....	5
4.2	Right to Combine Units.....	5
4.3	Title.....	5
4.4	Ownership of Common Areas.....	5
4.5	Inseparability.....	6
4.6	No Partition.....	6
4.7	Separate Mortgage by Owners.....	6
4.8	Separate Taxation.....	6
4.9	Mechanics Liens.....	6
4.10	Description of Condominium.....	7
5.	EASEMENTS.....	7
5.1	Easements for Encroachments.....	7
5.2	Easements for Maintenance, Cleaning and Repair.....	7
5.3	Right to Ingress, Egress and Support.....	7
5.4	Association's Right to Use Common Areas.....	7
5.5	Easements Deemed Created.....	7
6.	MAINTENANCE.....	8
6.1	Maintenance of Units.....	8
6.2	Maintenance of Common Areas.....	8
6.3	Demising Walls.....	9
7.	RESTRICTIONS ON USE.....	9
7.1	Permitted Uses.....	9
7.2	Use of Common Areas.....	10
7.3	No Noxious or Offensive Activity.....	10
7.4	Restrictions on Signs.....	10
7.5	No Alterations.....	10
7.6	No Obstructions.....	10
7.7	No Overloading.....	10
7.8	Compliance with Insurance; No Damage or Waste.....	11

750498.7

7.9	Compliance with Law and Governing Documents.....	11
7.10	Leases.....	11
7.11	No Subdivision.....	Error! Bookmark not defined.
7.12	Vehicles and Parking	11
7.13	No Animals	12
8.	THE ASSOCIATION.....	12
8.1	Purposes and Powers.....	12
8.2	Membership	12
8.3	Board of Directors.....	12
8.4	Votes	12
8.5	Professional Management.....	12
8.6	Amplification	13
9.	CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.....	13
9.1	Miscellaneous Goods and Services.....	13
9.2	Real and Personal Property.....	13
9.3	Rules and Regulations.....	13
9.4	Granting Easements	13
9.5	Statutory Duties and Powers.....	14
9.6	Implied Rights.....	14
9.7	Power of Attorney and Amendments.....	14
10.	ASSESSMENTS.....	14
10.1	Agreement to Pay Assessments	14
10.2	Personal Obligation of Owner	14
10.3	Annual Assessments	14
10.4	Special Assessments	16
10.5	Notice and Quorum for Special Assessments.....	16
10.6	Default Assessment.....	17
10.7	Delinquent Assessments	17
10.8	Lien for Assessments	17
10.9	Evidence of Payment of Annual and Special Assessments	17
10.10	Amendment of Article	18
11.	INSURANCE.....	18
11.1	Hazard Insurance	18
11.2	Liability Insurance	18
11.3	Policy Requirements	18
11.4	Trustee.....	19
11.5	Fidelity Bonds	19
11.6	Annual Review of Policies.....	19
11.7	Additional Coverage	20
11.8	Owner's Own Insurance	20
12.	DAMAGE OR DESTRUCTION.....	20
12.1	Association as Attorney-in-Fact	20
12.2	Definition of Repair and Reconstruction	20
12.3	Procedures.....	20
12.4	Repair or Reconstruction	22

12.5	Disbursement of Funds for Repair and Reconstruction.....	22
12.6	Amendment of Article	23
13.	CONDEMNATION.....	23
13.1	Condemnation.....	23
13.2	Proceeds	23
13.3	Complete Taking.....	23
13.4	Partial Taking.....	23
14.	TERMINATION AND SALE.....	25
14.1	Required Vote.....	25
14.2	Termination Agreement.....	25
14.3	Sale of Project.....	26
14.4	Association Duties	26
14.5	Proceeds of Sale.....	26
15.	MORTGAGEE PROTECTION	26
15.1	Notice of Action.....	26
15.2	Matters Requiring Prior Eligible Mortgagee Approval	27
15.3	Availability of Project Documents and Financial Statements	28
15.4	Payment of Taxes.....	28
15.5	Priority	28
15.6	Additional Information Made Available to First Mortgagees	28
15.7	Priority of First Mortgagee in Event of Condemnation Error! Bookmark not defined.	
16.	COMPLIANCE; DISPUTE RESOLUTION; ENFORCEMENT	28
16.1	Compliance	28
16.2	Dispute Resolution.....	28
16.3	Enforcement and Remedies	31
16.4	Attorney's Fees	32
16.5	Notice and Hearing	32
16.6	Non-Waiver.....	32
17.	DECLARANT'S RIGHT TO COMBINE AND RECONFIGURE UNITS	32
17.1	Reservation of Option.....	32
17.2	Documentation	32
17.3	Amendment of Article	33
18.	GENERAL PROVISIONS	33
18.1	Intent and Purpose.....	33
18.2	Construction.....	33
18.3	Lists of Owners and Eligible Mortgagees.....	33
18.4	Amendment.....	34
18.5	Effective Date	34
18.6	Agent for Service	34
18.7	Limitation on Association's Liability.....	34
18.8	Owner's Obligations.....	35
18.9	Declarant's Rights Assignable.....	35

**DECLARATION OF CONDOMINIUM
OF
ASPEN PLAZA COMMERCIAL CONDOMINIUMS**

This Declaration of Condominium of Aspen Plaza Commercial Condominiums (this "Declaration") is made and executed as of the 27th day of March, 2007, by ASPEN PLAZA, LTD., a Utah limited partnership (the "Declarant").

RECITALS

A. The Declarant is the owner of certain real property located in Salt Lake County, State of Utah, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Land").

B. Certain buildings (the "Buildings") and other improvements exist on the Land, as shown on the Map referred to below.

C. The Declarant intends to execute, acknowledge and record in the office of the County Recorder of Salt Lake County, State of Utah, a certain instrument pertaining to the Project and entitled "Record of Survey Map for Aspen Plaza Commercial Condominiums".

D. The Declarant intends by recording this Declaration and the Map to submit the Land, the Buildings and all other improvements situated in or upon the Land (collectively, the "Project") to the provisions of the Utah Condominium Ownership Act, as amended, Utah Code Annotated, Section 57-8-1, et seq. (hereinafter referred to as the "Condominium Act") as a fee simple condominium project and to impose upon the Project mutually beneficial restrictions for the benefit of all Condominiums within the Project and the Owners thereof.

E. As of the date hereof, there are 1,601 Units shown on the Plat, ranging in size from 22 square feet to 246 square feet. The initial division of the Project into multiple Units and the reservation by the Declarant of the right to combine and reconfigure Units as set forth in Article 17 hereof is intended to accommodate a flexible plan for the marketing and sale of the Project. The Declarant shall have the unilateral right to amend this Declaration and the Plat to show the actual number and sizes of Units when the final configuration of Units has been determined; provided, however, that the final number of Units, as finally configured, shall not exceed 43.

NOW, THEREFORE, the Declarant does hereby make the following declaration:

1. DEFINITIONS.

Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article 1.

1.1 "Articles" shall mean the articles of incorporation of the Association, as they may be amended from time to time.

1.2 "Assessment" shall mean an Annual Assessment, a Special Assessment, or a Default Assessment, as such terms are defined in Article 10 below.

1.3 "Association" shall mean Aspen Plaza Commercial Condominium Owners Association, Inc., a Utah nonprofit corporation.

1.4 "Board of Directors" or "Board" shall mean the governing board of the Association which shall be appointed or elected in accordance with this Declaration and in accordance with the Articles and Bylaws.

1.5 "Buildings" shall mean the existing Buildings located in the Project, as such Buildings are shown on the Map.

1.6 "Building Exteriors" shall mean those portions of the Buildings which are open to the elements such as roofs, facie, soffits, and exterior walls (except the interior surfaces thereof, which shall be part of the Unit in which they are located), but shall not include doors or windows except to the extent such doors and windows provide access to more than one Unit.

1.7 "Bylaws" shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit C, as such Bylaws may be amended from time to time.

1.8 "Common Areas" shall mean (a) all physical portions of the Project (including the parking areas, sidewalks, and landscaped areas located within the Project) not located within the boundaries of a Unit; and (b) all physical portions of the Project which are located within the boundaries of a Unit but which provide support or services to more than one Unit, including, but not limited to, (i) foundations, supporting or load-bearing walls, and roofs, and (ii) pipes, conduits, wires and other utility installations that provide utility service to more than one Unit.

1.9 "Common Expense Fund" shall have the meaning given it in Article 10.

1.10 "Common Expenses" shall have the meaning given it in Article 10.

1.11 "Condominium" shall mean a Unit and the undivided interest (expressed as a fraction of the entire ownership interest) in the Common Areas appurtenant to such Unit, as set forth in Exhibit B attached hereto and by this reference made a part hereof.

1.12 "Condominium Act" shall mean the Utah Condominium Ownership Act, Utah Code Annotated (1953), as amended, Section 57-8-1, et seq.

1.13 "Declarant Control Period" shall mean the period commencing on the date on which this Declaration is recorded in the records of Salt Lake County, and ending on the date which is the earlier of (a) three years thereafter, or (b) the date on which Declarant no longer owns more than twenty-five percent (25%) of the Units.

1.14 "Eligible Mortgagee" shall mean any First Mortgagee who has requested notice of those certain matters referred to in Section 15.1 in accordance with such Section.

1.15 "First Mortgage" shall mean any first mortgage or deed of trust by which a Condominium or any part thereof is encumbered.

1.16 "First Mortgagee" shall mean a Mortgagee which has a first mortgage lien on any Condominium in the Project.

1.17 "Governing Documents" shall mean this Declaration, the Articles, the Bylaws, and the Rules and Regulations.

1.18 "Invitee" shall mean any employee, agent, independent contractor, tenant, customer, client, or other invitee of any Owner.

1.19 "Lease" shall mean any agreement for the leasing or rental of any portion of the Project.

1.20 "Manager" shall mean the person, firm or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.

1.21 "Map" shall mean the Record of Survey Map for Aspen Plaza Commercial Condominiums, recorded concurrently with this Declaration, and any supplemental or amended maps pertaining to the Project and recorded or to be recorded in the office of the County Recorder of Salt Lake County, State of Utah.

1.22 "Mortgage" shall mean any mortgage or deed of trust by which a Condominium or any part thereof is encumbered.

1.23 "Mortgagee" shall mean (i) any persons or entities named as the mortgagee or beneficiary under any Mortgage by which the interest of any Owner is encumbered, or (ii) any successor to the interest of such person or entity under such Mortgage.

1.24 "Owner" shall mean the person or persons, including the Declarant, owning in fee simple a Condominium in the Project, as such ownership is shown by the records of the County Recorder of Salt Lake County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Condominium pursuant to a judicial or nonjudicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or to any person or persons purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed of record).

1.25 "Project" shall mean, collectively, the Units and the Common Areas.

1.26 "Rules and Regulations" shall mean rules and regulations promulgated or adopted from time to time by the Board of Directors, for the regulation and management of the Project (including without limitation the Sign Regulations), as such rules and regulations may be amended from time to time.

1.27 "Sign Regulations" shall mean rules and regulations promulgated or adopted from time to time by the Board of Directors governing signage in the Project, including but not limited to rules governing the appearance and placement of signs and determining signage rights on pylon and monument signs, if any, in the Project for each Unit. The Sign Regulations shall be part of the Rules and Regulations.

1.28 "Total Votes of the Association" shall mean the total number of votes appertaining to all Condominiums in the Project, as shown in Exhibit B attached hereto.

1.29 "Unit" shall mean any of the separately numbered and individually described condominium units now or hereafter depicted on the Map. Notwithstanding the fact that they may be within the boundaries of such Unit as depicted on the Map, the following are not part of a Unit insofar as they are necessary for the support or for the use and enjoyment of another Unit: exterior walls, bearing walls (except the interior surfaces thereof shall be part of the Unit), roofs, foundations, and pipes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. Notwithstanding anything herein to the contrary, in no event shall a "Unit" include any physical portion of the Common Areas contained within the boundaries of such Unit depicted on the Map or any portion of the Building Exteriors.

2. SUBMISSION AND DIVISION OF PROJECT.

2.1 Submission to Condominium Act. The Declarant hereby submits the Land, the Buildings and all other improvements now or hereafter made in or upon the Land to the provisions of the Condominium Act. All of such property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and improved as a fee simple condominium project to be known as Aspen Plaza Commercial Condominiums. All of such property is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of such property and division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the Land and shall be a burden and a benefit on the Land and shall be binding upon the Declarant, its successors and assigns, and to any person acquiring, leasing or owning an interest in the real property and improvements included within the Project and to their respective personal representatives, heirs, successors and assigns.

2.2 Division into Condominiums. The Project is hereby divided into Condominiums, each such Condominium comprising a Unit and an appurtenant undivided interest in the Common Areas, as set forth in Exhibit B.

3. BUILDINGS AND IMPROVEMENTS.

3.1 Buildings and Improvements. The Buildings and other improvements constructed on the Land are described on the Map. Notwithstanding the foregoing, there may be additional buildings or structures constructed on the Land which are not depicted or described on the Map, in which event such buildings or structures shall become part of the Project, and any reference in this Declaration to the term "Buildings" shall be deemed to include such additional buildings or structures. The existing Buildings each have one story, and each contains the number of Units shown on the Map.

3.2 Description of Units. The Map contains the Unit number, location and dimensions of each Unit in the Project and all other information necessary to identify each such Unit.

3.3 Description of Common Areas. The Map contains a description of the Common Areas of the Project.

3.4 Principal Construction Materials. The Buildings are of reinforced footings and foundation wall construction, with brick, stucco, and concrete block being the principal construction materials.

4. **NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP.**

4.1 Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors within the boundaries of such Owner's Unit, and to construct and remove partition walls, fixtures and other improvements which are located within the boundaries of such Owner's Unit and which are not part of the Common Areas; provided, however, that such improvements (i) shall not impair the structural soundness or integrity of the Building in which such Unit is located; (ii) shall not interfere with facilities necessary for the support, use or enjoyment of any other part of the Project; (iii) shall be built to construction standards comparable or better than the original construction of the Project; and (iv) shall not encroach upon the Common Areas or any part thereof, unless the Board of Directors shall consent in writing to such encroachment.

4.2 Right to Combine Units. Two or more Units may be utilized by the Owner or Owners thereof as if they were one Unit; provided, however, that no structural portion of the Project and no electrical, plumbing, or other utility facility or system shall be altered or affected in order to effect such combination of Units without the prior written consent of the Board of Directors, which consent shall not be unreasonably conditioned, withheld, or delayed.

4.3 Title. Title to a Condominium within the Project may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenancy or tenancy in common.

4.4 Ownership of Common Areas. The undivided interest in the Common Areas appurtenant to each Unit in the Project shall be as set forth in Exhibit B. The undivided interest appurtenant to each Unit as shown in Exhibit B shall have a permanent character and shall not be

altered except with the unanimous written consent of all Owners expressed in an amendment to this Declaration recorded in the real estate records of Salt Lake County. Except as otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any Rules and Regulations promulgated by the Association. The Association shall have the right and obligation to maintain and repair all Common Areas and all Building Exteriors.

4.5 Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth. Any purported conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Areas shall be void unless the Unit to which such interest is allocated is also transferred.

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

4.7 Separate Mortgage by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber such Owner's Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof, except the undivided interest therein appurtenant to such Owner's Condominium. Any Mortgage or other encumbrance of any Condominium within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

4.8 Separate Taxation. Each Condominium within the Project shall be deemed to be a separate legal parcel and shall be assessed separately for all taxes, assessments and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. All such taxes, assessments and other charges on each respective Condominium shall be separately levied against the Owner thereof.

4.9 Mechanics Liens. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of an Owner or such Owner's agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting such labor or material or against any interest in the Common Areas, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

4.10 Description of Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Project may describe a Unit by its identifying number or symbol as identified on Exhibit B or as shown on the Map. Such description will be construed to describe the Unit, together with its appurtenant undivided interest in the Common Areas, and to incorporate all of the rights incident to ownership of a Condominium within the Project and all of the limitations on such ownership.

5. EASEMENTS.

5.1 Easements for Encroachments. In the event the construction, reconstruction, repair, shifting, settlement or other movement of any portion of a Building (including partition or demising walls) causes any part of the Common Areas to encroach upon any Unit, or any part of a Unit built in substantial accord with the boundaries for such Unit as depicted on the Map encroaches or shall encroach upon the Common Areas or upon an adjoining Unit for any such reasons, an easement for such encroachment and for the maintenance of the encroaching portion of such Building shall and does exist.

5.2 Easements for Maintenance, Cleaning and Repair. Some of the Common Areas are or may be located inside the boundaries of Units or may be conveniently accessible only through Units. The Association shall have the irrevocable right 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, cleaning, repair (emergency or otherwise) or replacement of any Common Areas or for making emergency repairs at any time necessary to prevent damage to the Common Areas or to any Unit. In addition, agents of the Association may enter any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, construction or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund.

5.3 Right to Ingress, Egress and Support. Each Owner shall have the unrestricted right to ingress and egress over, upon and across the Common Areas as necessary for access to such Owner's Unit and shall have the right to horizontal, vertical and lateral support of such Unit, and such rights shall be perpetual and shall be appurtenant to and pass with title to each Condominium.

5.4 Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration.

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

6. **MAINTENANCE.**

6.1 Maintenance of Units. Each Owner shall keep the interior of such Owner's Unit, including, without limitation, walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto (but excluding any Common Areas located inside such Unit), in a clean and sanitary condition and in a state of good repair. In the event that any Unit shall develop an unsanitary or unclean or unsafe condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Board of Directors, the Board of Directors on behalf of the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter such Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.

6.2 Maintenance of Common Areas.

(a) The Association, acting through its Board of Directors and subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the management and control of the Common Areas and all improvements thereon and shall maintain the Common Areas and the Building Exteriors in a good, clean, attractive, safe and sanitary condition, order and repair. Without limiting the generality of the foregoing, the Association shall be responsible for (i) the maintenance and repair of the parking areas, landscaping, walkways, and drive aisles, (ii) the painting, staining, repair, replacement and care of exterior surfaces, roofs, roof trusses, roof joists, gutters, downspouts, foundations, and fences; and (iii) all signs which are part of or located in the Common Areas. All expenses and costs of goods and services procured by the Association or the Manager in performing its responsibilities under this section shall be Common Expenses, except that, notwithstanding anything to the contrary in this Declaration, the costs of maintenance performed by the Association or the Manager of a sign on the exterior of a Unit which is for the benefit of the business operated in that Unit shall not be part of the Common Expenses but rather shall be assessed to the Owner of such Unit, and if not paid by such Owner within thirty (30) days after such Owner's receipt of an invoice therefor, accompanied by reasonable documentation of such costs, shall be a Default Assessment against such Owner.

(b) No Owner shall have any obligation or right to maintain any portion of the Common Areas or the Building Exteriors.

(c) Except to the extent covered by insurance maintained by the Association, in the event that the need for maintenance or repair of the Common Areas or the Building Exteriors is caused through the willful act of an Owner, or such Owner's Invitees, the cost of such maintenance or repair shall be immediately due and payable from such Owner, and shall constitute a Default Assessment against such Owner and such Owner's Unit(s).

6.3 Demising Walls. The center of each demising wall which physically separates one Unit from another shall be placed on the dividing line between such Units. Demising walls shall be maintained by the Association (except for the interior surfaces thereof) and shall be insured by the Association in accordance with Article 11 hereof. Notwithstanding any other provision of this Section, to the extent not covered by insurance held by the Association, an Owner who by his negligent or willful act causes a demising wall to be damaged shall bear the entire cost of repairing the damaged wall, and such cost, if not paid to the Association within ten (10) days after written demand, shall constitute a Default Assessment against such Owner and such Owner's Unit.

7. RESTRICTIONS ON USE.

7.1 Permitted Uses.

(a) All Units are intended to be used for commercial purposes, and any Owner may lease all or any portion of its Unit for use as financial institutions, service shops, offices (including but not limited to medical and dental offices, insurance offices, real estate offices, and travel agents), retail stores selling retail merchandise normally carried in other shopping centers, restaurants, and non-industrial warehouse use.

(b) No Unit shall be used for, and an Owner may not lease all or any portion of its Unit for, any of the following purposes:

(i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts); provided, however, that such prohibition shall not prohibit the sale of adult materials in compliance with applicable laws and as an incidental part of a bona fide national or regional chain video store, such as Blockbuster or Hollywood Video, or bona fide national or regional chain book store, such as Barnes & Noble or Borders, that has an adult section properly screened from view and controlled access to excluded minors.

(ii) A skating rink.

(iii) A mortuary, crematorium or funeral home.

(iv) A land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.

(v) A gambling establishment or betting parlor.

(vi) Any business establishment utilizing an indoor or outdoor speaker system that produces in excess of 40 decibels or which can be heard by a person occupying the other Units.

7.2 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their nature and with the Rules and Regulations. No Owner shall, without the prior written consent of the Board of Directors, (i) charge any admission fees or other charges for use of the Common Area or any portion thereof, or (ii) conduct sidewalk or parking lot sales or other income generating activities of any type on any portion of the Common Areas. The Board of Directors, on behalf of the Association, may enter into leases or other income-generating arrangements for the Common Areas in compliance with all applicable law; provided that such arrangements shall not unreasonably adversely affect the business of any individual Unit Owner, and all income from such arrangements shall be deposited into the Common Expense Fund.

7.3 No Noxious or Offensive Activity. No noxious, destructive, unreasonably loud, or offensive activity shall be carried on or placed in or upon any Unit or in the Common Areas or any part thereof, which shall interfere with the legal rights of other Owners, nor shall anything be done therein which is or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully occupying the Project. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

7.4 Restrictions on Signs. No signs shall be erected or maintained on or around any Unit except in compliance with the Sign Regulations and all Sandy City ordinances regulating or pertaining to signs. Notwithstanding the foregoing, Declarant shall have the right to maintain a reasonable number of promotional or advertising signs, banners, or similar devices at any place or places in the Project in furtherance of the sale or lease of all Units owned by Declarant, which signs, banners, or similar devices shall not be required to comply with the Sign Regulations.

7.5 No Alterations. No Owner shall, without the prior written consent of the Board of Directors in each specific instance, make or cause to be made any alteration, addition, removal or improvement in or to the Common Areas, or any part thereof, or do any act that would impair the structural soundness or integrity of the Building or other improvements or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project.

7.6 No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Board of Directors shall consent thereto in writing.

7.7 No Overloading. No Owner shall bring anything into, or permit anything to be done in, such Owner's Unit that will cause damage to the Building in which such Unit is located. No Owner shall permit the use or operation in such Owner's Unit of any equipment, machinery or other apparatus that will in any manner injure, vibrate or shake any Building or portions thereof.

7.8 Compliance with Insurance; No Damage or Waste. Except with the prior written consent of the Board of Directors, nothing shall be done or kept in any Unit, in the Common Areas or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Any such increase in the rate of insurance on the Project shall be charged as a Special Assessment to the Owner of the Unit the use of which creates such increase. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or Invitee of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by any Invitee of such Owner.

7.9 Compliance with Law and Governing Documents. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental authority. Each Owner shall comply, and shall require its Invitees to comply, strictly with all the provisions of the Governing Documents.

7.10 Leases.

(a) Any Lease between an Owner and a lessee respecting a Condominium shall be subject in all respects to all provisions of the Governing Documents, and each Lease shall provide that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease.

(b) Each Lease shall be in writing, and shall include the following provisions: (i) the tenant shall agree to comply with all the terms and conditions of the Governing Documents; and (ii) the Owner and the tenant shall agree that the Association is an intended third party beneficiary of the Lease and that the Association shall have the right to enforce compliance with the Governing Documents and to abate any nuisance, waste, unlawful or illegal activity within the Project and that the Association shall be entitled to exercise all of the Owner's rights and remedies under the Lease to do so.

(c) An Owner shall be responsible and liable for any damage to the Project caused by such Owner's tenant. Prior to the occupancy of a Unit by a tenant, the Owner of such Unit shall provide to the Association the name, address and telephone number of such tenant and a copy of the executed Lease.

7.11 Vehicles and Parking. No motor vehicle classed by manufacturer ratings as greater than three-quarter ton and no mobile home, trailer, detached camper or camper shell, boat or other similar equipment or vehicle may be kept or parked at the Project, except such service and delivery trucks as are temporarily parked in locations designated by the Association for such purposes. No motor vehicle shall be constructed, repaired or serviced at the Project, except on a short-term emergency basis where such repairs are necessary to effect the removal of a disabled vehicle. No parking shall be allowed in the area behind the east side of the Buildings.

7.12 No Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept in the Project; provided, however, that the foregoing restriction shall not prohibit the use of a Unit or Units as a pet store or pet supply store or as a veterinary clinic or veterinary hospital.

8. THE ASSOCIATION.

8.1 Purposes and Powers. The Association's purposes are (i) to provide for the operation, administration, use and maintenance of the Units and the Common Areas within the Project; (ii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; (iii) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto; (iv) to preserve, protect, and enhance the values and amenities of the Project; and (v) to promote the health, safety, and welfare of the Owners and users of the Project.

8.2 Membership. Each Owner shall be entitled and required to be a member of the Association. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Condominium is held by more than one person, the membership appurtenant to that Condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by it. Each membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. Ownership of a Condominium within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance or other disposition of a Unit shall automatically constitute a devise, encumbrance, conveyance, or other disposition of the Owner's membership in the Association and all rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Condominium.

8.3 Board of Directors. Until the first meeting of the Association is held and Directors elected, the Directors shall be James Apple, A. L. Walburg, and Greg Strong. During the Declarant Control Period, the Declarant shall have the exclusive right to appoint and to remove all Directors.

8.4 Votes. Each Owner shall be entitled to the number of votes appurtenant to such Owner's Unit. Until Units are reconfigured pursuant to Article 17, each Unit shall have the number of votes shown on Exhibit B attached hereto, which votes is calculated as the ratio, expressed as a percentage, of the square footage of such Unit to the aggregate square footage of all the Units. Except as otherwise provided in Article 17, voting rights shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration. The Declarant shall have full voting rights with respect to each Unit owned by the Declarant.

8.5 Professional Management. The Association may carry out through the Manager those of its functions which are properly the subject of delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be

responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

8.6 Amplification. The provisions of this Article 8 may be amplified by the Articles and the Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration. The initial Bylaws of the Association shall be in the form of Exhibit C, attached hereto and incorporated herein.

9. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

9.1 Miscellaneous Goods and Services. The Board of Directors may, on behalf of the Association, obtain and pay for the services of such personnel as the Board of Directors shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Board of Directors may, on behalf of the Association, obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Board of Directors may, on behalf of the Association, acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas and other necessary or desirable utility services for the Common Areas (and for the Units to the extent not separately metered or billed), insurance, bonds and other goods and services common to the Units.

9.2 Real and Personal Property. The Board of Directors may acquire and hold on behalf of the Association real, personal and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise, provided that any acquisition or disposition of any real, personal or mixed property by the Board of Directors wherein the value of such property exceeds Ten Thousand Dollars (\$10,000.00) must be approved by a vote of at least fifty-one percent (51%) of the votes held by Owners voting in person or by proxy at a meeting duly called for such purpose. All such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such fund.

9.3 Rules and Regulations. The Board of Directors may make reasonable rules and regulations governing the use of the Units, the Common Areas, and all parts of the Project, which rules and regulations shall be consistent with the rights and duties established by this Declaration. The Board of Directors on behalf of the Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of such Owner arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

9.4 Granting Easements. The Board of Directors may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, permits, easements, licenses and rights-of-way over, under, across and through the Common Areas for

utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project, so long as such easement, license, or right of way does not unreasonably adversely affect any Owner or Owners.

9.5 Statutory Duties and Powers. All duties, responsibilities, rights and powers imposed upon or granted to the "management committee" or to the "manager" under the Condominium Act shall be duties, responsibilities, rights and powers of the Board of Directors hereunder.

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

9.7 Power of Attorney and Amendments. Each Owner makes, constitutes and appoints the Association such Owner's true and lawful attorney in such Owner's name, place and stead to make, execute, sign, acknowledge and file with respect to the Project such amendments to this Declaration and the Map as may be required by law or by vote taken pursuant to the provisions of this Declaration.

10. ASSESSMENTS.

10.1 Agreement to Pay Assessments. Each Owner, by accepting a deed to a Unit (regardless of whether it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed to pay to the Association all Assessments that the Association is required or permitted to levy or impose on such Owner or such Owner's Unit pursuant to the Condominium Act or the Governing Documents.

10.2 Personal Obligation of Owner. The amount of any Assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing such personal obligation. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of such Owner's Condominium or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment of unpaid Assessments hereunder, the defaulting Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

10.3 Annual Assessments. Annual Assessments shall be computed and assessed against all Condominiums in the Project as follows:

(a) Common Expenses. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas and furnishing common utility services and other common items to the

Condominiums. Such estimated expenses may include, without limitation, the following: property management fees paid to a Manager; real property taxes and special assessments (unless and until the Condominiums are separately assessed); premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; utility charges, including charges for utility services to the Condominiums to the extent not separately metered or billed; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve and/or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas that must be replaced on a periodic basis; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration (collectively, the "Common Expenses"). All funds received from Assessments under this Section 10.3(a) shall be deposited into one of two separate and distinct funds which shall be created and maintained hereunder, one to cover operating expenses and one as a reserve fund for capital expenses (collectively, the "Common Expense Fund"). The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas the Association may be obligated to maintain, repair or replace. The reserve fund shall be maintained out of Annual Assessments.

(b) Apportionment. Common Expenses shall be apportioned among and assessed to all Condominiums and their Owners in the percentages set forth on Exhibit B attached hereto.

(c) Annual Budget. Assessments to cover estimated common Expenses for each fiscal year ("Annual Assessments") shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following, provided the first fiscal year shall begin on the date of this Declaration, and, on or before December 1 of each year thereafter, the Board of Directors shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expenses for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessments for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such fiscal year.

(d) Notice and Payment. Except with respect to the first fiscal year, the Board of Directors shall notify each Owner in writing as to the amount of the Annual Assessment against such Owner's Condominium on or before December 1 each year for the fiscal year beginning on January 1 next following. Except as otherwise provided by the Board, each Annual Assessment shall be payable in twelve equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which such Annual Assessment relates; provided, however, the Annual Assessment for the first fiscal year shall be based upon such portion of the first fiscal year. In the event that any installment of an Annual Assessment is not paid within fifteen

(15) days of the date such installment becomes due, the Association may, at its option, and upon fifteen (15) days prior written notice to the Owner, accelerate the due date for all remaining unpaid installments of such Annual Assessment for the remainder of the fiscal year and all accrued but unpaid interest thereon. Payment of the Annual Assessment installments so accelerated shall be due at the expiration of said fifteen (15) day notice period and interest shall accrue on the entire sum at the rate established by the Board not to exceed eighteen percent (18%) per annum from such date until paid in full. The failure of the Board of Directors to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such Annual Assessment or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such Annual Assessment shall have been given to the Owner in the manner provided in this Declaration.

(e) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's Assessments, the Board of Directors may, on behalf of the Association, levy additional Assessments in accordance with the procedure set forth in Section 10.4 below, except that the vote therein specified shall be unnecessary.

10.4 Special Assessments. In addition to the Annual Assessments authorized by this Article 10, the Board of Directors may, on behalf of the Association, levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the votes held by Owners voting in person or by proxy at a meeting duly called for such purpose, additional assessments ("Special Assessments"), payable over such periods as the Board of Directors may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including, without limitation, Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other sections or articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in the percentages set forth in Exhibit B attached hereto. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from Special Assessments under this section shall be part of the Common Expense Fund.

10.5 Notice and Quorum for Special Assessments. Written notice of any meeting called for the purpose of authorizing a Special Assessment shall be sent to all Owners no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of the Total Votes of the Association (exclusive of suspended voting rights) shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

10.6 Default Assessment. If any Common Expense is caused by the negligence or misconduct of an Owner or an Owner's Invitee, or a violation by an Owner or an Owner's Invitee of any covenant or condition of any of the Governing Documents, the Association may levy an Assessment against such Owner's Unit for such Common Expense. Each such Assessment and each fine, penalty, fee or other charge imposed upon an Owner for the Owner's violation of any provision of the Governing Documents is referred to herein as a "Default Assessment".

10.7 Delinquent Assessments. The Association shall have the right to charge a late fee equal to five percent (5%) of any Assessment or installment thereof not paid within fifteen (15) days of the due date thereof. In addition, all unpaid Assessments or installments thereof shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum, commencing fifteen (15) days after the date each such Assessment or installment became due and continuing until such Assessment or installment is paid.

10.8 Lien for Assessments. All Assessments levied with respect to a Condominium, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Article 10, the Board of Directors may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium and a description of the Condominium. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Directors shall have the right and power on behalf of the Association to bid in at any foreclosure sale and to hold, lease, mortgage or convey the subject Condominium in the name of the Association.

10.9 Evidence of Payment of Annual and Special Assessments. Upon receipt of a written request by an Owner or any other person, the Association within a reasonable period of time thereafter shall issue to such Owner or other person a written certificate stating (a) that all Assessments (including interest, costs and attorneys' fees, if any) have been paid with respect to any specified Condominium as of the date of such certificate, or (b) if all Assessments have not

been paid, the amount of such unpaid Assessments (including interest, costs and attorneys' fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or Mortgagee on, the Condominium in question.

10.10 Amendment of Article. This Article 10 shall not be amended unless at least seventy-five percent (75%) of the votes held by Owners voting in person or by proxy at a meeting duly called for such purpose consent and agree to such amendment.

11. **INSURANCE**. The Association shall at all times maintain in force insurance meeting the requirements set forth in this Article.

11.1 Hazard Insurance. The Association shall obtain and maintain a master or blanket Special Form policy of property insurance with special extended coverage for no less than the full insurable replacement value of the Common Areas, including all Units (other than the interior content thereof), fixtures, building service equipment, personal property and supplies owned by the Association, but excluding land, foundations, excavations, and other items normally not covered by such policies. The insurance policy shall include (i) a guaranteed replacement cost endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an agreed-amount endorsement or its equivalent (which waives the requirement for co-insurance), (ii) a determinable-cash-adjustment clause or a similar clause to permit cash settlement covering full value of the Common Areas in case of partial destruction and a decision not to rebuild, and (iii) a business interruption endorsement naming each of the Owners as an additional insured. The maximum deductible amount for such policy shall be One Thousand Dollars (\$1,000.00). All premiums shall be paid as a Common Expense.

11.2 Liability Insurance. The Association shall obtain and maintain commercial general liability insurance insuring the Owners, the Association, the Board of Directors, the Manager, if any, and their respective employees and/or agents against general liability and claims arising in connection with the ownership, existence, use or management of the Common Areas, in an aggregate amount not less than Two Million Dollars (\$2,000,000.00), or such greater amount as the Board of Directors deems appropriate. Such insurance shall cover claims of one or more insured parties against other insured parties.

11.3 Policy Requirements. Any insurance policies obtained and maintained by the Association pursuant to Sections 11.1 and 11.2 above shall name as insureds the Association and each Owner, and shall provide that (i) the insurer waives its right of subrogation under the policy against any Owner or member of the Owner's household; (ii) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (iii) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

11.4 Trustee. Any loss covered by the property insurance policy described in Section 11.1 above must be adjusted with the Association, and the insurance proceeds for that loss shall be payable to the Association or any insurance trustee designated for that purpose, and not to any Owners or Mortgagees. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 11.3(e), insurance proceeds must be disbursed first for the repair or restoration of the damaged property, and the Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Project has been repaired or restored or the Project is terminated.

11.5 Fidelity Bonds. The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Association, for the Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of each bond. A lesser amount of fidelity insurance coverage is acceptable for the Project so long as the Association and the Manager adhere to the following financial controls: (1) the Association or the Manager maintains separate bank accounts for the working account and the reserve account, each with appropriate access controls, and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (2) the Manager maintains separate records and bank accounts for each Association that uses its services and the Manager does not have authority to draw checks on or to transfer funds from the Association's reserve account; or (3) two members of the Board must sign any checks written on the reserve account. Nevertheless, in no event may the amount of such bonds be less than the sum equal to three months' aggregate assessments on all Condominiums. The bonds required shall meet the following additional requirements: (1) the fidelity bonds shall name the Association as obligee; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; (3) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by the Manager for its officers, employees and agents) shall be paid by the Association as part of the Common Expenses; and (4) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association, and to any Insurance Trustee.

11.6 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project which may have been

damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

11.7 Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

11.8 Owner's Own Insurance. Each Owner, at such Owner's own expense, shall procure and maintain at all times (i) fire and extended coverage insurance covering its trade fixtures, inventory, equipment, and other personal property in its Unit against loss by fire and other casualties, including, without limitation, vandalism and malicious mischief; and (ii) commercial general liability insurance insuring against general liability and claims arising in connection with the ownership and use of the Unit by such Owner. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article. In addition, each Owner may obtain insurance at such Owner's own expense providing such other coverage upon such Owner's Condominium and personal property, and covering such other risks as such Owner may deem appropriate, provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article. All such insurance shall contain a waiver of the insurance company's right of subrogation against the Association, the Manager, each other Owner, and their respective Invitees.

12. **DAMAGE OR DESTRUCTION.**

12.1 Association as Attorney-in-Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as such Owner's attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

12.2 Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit, exterior and demising walls (including Party Walls), and the Common Areas having substantially the same vertical and horizontal boundaries as before.

12.3 Procedures. In the event all or any part of the Project is damaged or destroyed, and subject to the provisions of Article 15 below, the Association shall proceed as follows:

(a) Notice to Eligible Mortgagees. The Association shall give timely written notice to any Eligible Mortgagee in the event of substantial damage to or destruction of any Unit or any part of the Common Areas.

(b) Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.

(c) Sufficient Insurance. If the proceeds of the insurance maintained by the Association exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.

(d) Insufficient Insurance--Less than Seventy-Five Percent (75%) Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessment shall be allocated and collected as provided in Article 10 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(e) Insufficient Insurance--Seventy-Five Percent (75%) or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction. If, however, the Owners do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction, and if Eligible Mortgagees who represent at least fifty-one percent (51%) of the votes on Condominiums subject to Mortgages held by Eligible Mortgagees approve such termination, the Association shall record in the office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

(i) The Project shall be deemed to be owned in common by the Owners;

(ii) The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Common Areas;

(iii) Any liens affecting any of the Condominiums shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

(iv) The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, as set forth in Exhibit B hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

(e) Priority. In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

12.4 Repair or Reconstruction. If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, (except as otherwise expressly provided herein). The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original architectural plans and specifications.

12.5 Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Section 11.3(d) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Areas.

12.6 Amendment of Article. This Article 12 shall not be amended unless the Owners entitled to vote at least seventy-five percent (75%) of the Total Votes of the Association consent and agree to such amendment in an instrument duly executed and recorded in accordance with the provisions of this Declaration.

13. CONDEMNATION.

13.1 Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Board of Directors shall give prompt written notice of any such proceeding or proposed acquisition to each Owner in the Project and to any First Mortgagee. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof, and each Owner hereby appoints the Association as such Owner's attorney-in-fact for the purposes of such representation.

13.2 Proceeds. All compensation, damages and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Association and shall be distributed by the Board of Directors, on behalf of the Association as herein provided.

13.3 Complete Taking. In the event the entire Project is taken by power of eminent domain, condominium ownership pursuant thereto shall terminate and the condemnation award shall be allocated among and distributed to the Owners in proportion to their respective undivided interests in the Common Areas; provided, however, to the extent that there are differences in the fair market values of the Condominiums immediately prior to the condemnation, the Owners shall divide the condemnation award based upon the relative values of the Condominiums immediately prior to the condemnation. Such distribution shall be made by check payable jointly to the respective owners and their respective Mortgagees, as appropriate.

13.4 Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(a) Allocation of Award. As soon as practicable, the Board of Directors shall, on behalf of the Association, reasonably and in good faith, apportion the condemnation award between compensation, severance damages or other proceeds and shall allocate and pay such apportioned amounts to the Owners as follows:

(i) The total amount apportioned to taking of or injury to the Common Areas shall be allocated among and distributed to all Owners (including Owners

whose entire Units have been taken) in proportion to their respective undivided interests in the Common Areas;

(ii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Condominiums that have not been taken in proportion to their respective undivided interests in the Common Areas;

(iii) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable;

(vi) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as their interests may appear; and

(vii) No provision of this Article 13 or any other provisions in this Declaration, the Articles or the Bylaws shall entitle the Owner of a Unit or other party to priority over any First Mortgagee holding such Unit with respect to the distribution to such Unit of the proceeds of any award, settlement or proceeds from any eminent domain or condemnation proceeding.

(b) Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall not terminate but shall continue. In such event the Project shall be reorganized as follows:

(i) If any partial taking results in the taking of an entire Unit, then the Owner thereof shall cease to be a member of the Association and all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interest in the Common Areas;

(ii) If any partial taking results in the taking of a portion of a Unit and if no determination is made by the Board of Directors, after duly considering any recommendations, proposals or other input from the Owners, that such taking does not make it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then, unless the interests of the Units in the Common Areas are equal, all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reduced in proportion to

the reduction in square footage of floor area of such Unit resulting from the taking. The voting rights and undivided interest in the Common Areas so divested from such Unit shall be reallocated to, and shall appertain to, such Unit and the other Units in the Project in proportion to their respective undivided interests in the Common Areas; provided, however, that such Unit shall participate in such reallocation on the basis of the undivided interest reduced in accordance with the preceding sentence;

(iii) If any partial taking results in the taking of a portion of a Unit and if there is a determination made by the Board of Directors, after duly considering any recommendations, proposals, or other input from the Owners, that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then all voting rights and the entire undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas, and the remaining portion of such Unit shall thenceforth be part of the Common Areas;

(iv) The Board of Directors, after duly considering any recommendations, proposals or other input from the Owners, shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section 13.4(b); provided, however, that if any such determination shall have been or such action taken by judicial decree, the Board of Directors shall defer thereto and proceed in accordance therewith.

(c) Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the provisions specified in Article 12 hereof for cases of Damage or Destruction; provided, however, that the provisions of Article 12 dealing with sufficiency or insufficiency of insurance proceeds shall not be applicable.

14. TERMINATION AND SALE.

14.1 Required Vote. Except as otherwise provided in Article 12 and Article 13, this Declaration and the subdivision of the Project into condominium units effected hereby may be terminated only by agreement of all the Owners.

14.2 Termination Agreement. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. Such an agreement to terminate shall also be approved by Eligible Mortgagees who represent at least sixty-seven percent (67%) of the votes of Condominiums subject to First Mortgages held by Eligible Mortgagees. Notwithstanding the forgoing, no termination agreement shall be valid unless each holder of a lien affecting any Unit agrees in writing that its lien may be transferred to the percentage of the undivided interest of the Owner whose Unit is encumbered by such lien. Such approval (and any other approval related to an amendment to this Declaration) shall be deemed given when an Eligible Mortgagee fails to

submit a response within thirty days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in Salt Lake County, Utah and is effective only on recordation. Upon termination, each Owner shall hold an undivided interest in the Project in a percentage equal to the percentage of the Common Areas appertaining to such Owner's Unit as set forth in Exhibit B.

14.3 Sale of Project. A termination agreement may provide that all the Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

14.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the relative value of each Condominium. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Condominium in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

14.5 Proceeds of Sale. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, as set forth in Exhibit B hereto, subject to the rights of Mortgagees with respect to such proceeds. Following termination, Mortgagees holding Mortgages on the Condominiums which were recorded before termination may enforce those liens in the same manner as any lienholder.

15. MORTGAGEE PROTECTION.

15.1 Notice of Action. Upon written request made to the Association by a First Mortgagee, which written request shall identify the name and address of such First Mortgagee, and the number and address of the Condominium, any such First Mortgagee shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Condominium on which there is a First Mortgage held by such First Mortgagee;

(b) Any delinquency in the payment of Assessments or charges owed by an Owner, whose Condominium is subject to a First Mortgage held by such First Mortgagee, which default remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 15.2 below or elsewhere herein.

15.2 Matters Requiring Prior Eligible Mortgagee Approval. Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the Total Votes of the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control), and Eligible Mortgagees holding First Mortgages on Condominiums having at least fifty-one percent (51%) of the votes of the Condominiums subject to First Mortgages held by Eligible Mortgagees shall be required to:

(a) Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.

(b) Add or amend any material provision of the Declaration, Articles, Bylaws or Map, which establishes, provides for, governs or regulates any of the following (an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only):

(i) responsibility for maintenance and repairs;

(ii) expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;

(iii) hazard or fidelity insurance requirements; or

(iv) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration.

Any First Mortgagee who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within thirty (30) days shall be deemed to have approved such

request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

15.3 Availability of Project Documents and Financial Statements. The Association shall maintain and have current copies of the Governing Documents as well as its own books, records, and financial statements available for inspection by Owners or by First Mortgagees during regular business hours. Within 120 days after the end of each fiscal year, the Association shall have prepared a financial statement for the preceding fiscal year, a copy of which shall be provided to each Owner and available to any First Mortgagee on submission of a written request for it.

15.4 Payment of Taxes. In the event any taxes or other charges which may or have become a lien on the Common Areas are not timely paid, or in the event the required hazard insurance described in Section 11.1(a) lapses, is not maintained, or the premiums therefore are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly pay such taxes or premiums or secure such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

15.5 Priority. No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Condominiums or the Common Areas.

15.6 Additional Information Made Available to First Mortgagees. In addition to the rights granted in Section 15.3, any First Mortgagor, upon request, be entitled to written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

16. COMPLIANCE; DISPUTE RESOLUTION; ENFORCEMENT.

16.1 Compliance. Each Owner shall comply strictly with the provisions of the Governing Documents and the decisions and resolutions of the Association adopted pursuant thereto, as they may lawfully be modified and amended from time to time. Failure to so comply shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Association or, in a proper case, by an aggrieved Owner.

16.2 Dispute Resolution.

(a) Agreement to Encourage Resolution of Disputes without Litigation. Declarant, the Association, and all Owners and occupants of a Unit (each, a "Bound Party") agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Project without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim (as defined below), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in this Section 16.2 in a good faith

effort to resolve such Claim. As used in this Section, "Claim" shall mean any claim, grievance, or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of the Governing Documents;
- (ii) the rights, obligation, and duties of any Bound Party under the Governing Documents;

except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in subsection (b) below:

- (1) any suit by the Association to collect Assessments or other amounts due from any Owner;
- (2) any suit by the Association against one or more Owners to obtain injunctive relief;
- (3) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;
- (4) any suit in which any indispensable party is not a Bound Party; and
- (5) any suit as to which any applicable statute of limitations would expire within 180 days after the giving of Notice required by subsection (b) below.

(b) Dispute Resolution Procedures.

(i) Notice. The Bound Party asserting a Claim (the "Claimant") against another Bound Party (the "Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

- (1) the nature of the Claim, including the persons involved and the Respondent's role in the Claim;
- (2) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);
- (3) the Claimant's proposed resolution or remedy; and
- (4) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(ii) Negotiation. The Claimant and the Respondent shall make good faith efforts to meet in person and confer for the purpose of resolving the Claim

by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(iii) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days after the date of the Notice (or within such other period as the parties may agree), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Salt Lake County area. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not to third parties) on account of such Claim. If the parties do not settle the Claim within thirty (30) days after submission of the Claim to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate. Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all fees charged by the mediator.

(iv) Settlement. Any settlement of a Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportion) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

(v) Initiation of Litigation by the Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceedings unless first approved by a vote of not less than seventy-five percent (75%) of the Owners cast at an annual or special meeting of the Association; except that no such approval shall be required for actions or proceedings:

- (1) initiated during the Declarant Control Period;
- (2) initiated to enforce the provisions of this Declaration, including collection of Assessments and foreclosure of liens;

- (3) initiated to challenge property tax or condemnation proceedings;
- (4) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (5) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

16.3 Enforcement and Remedies.

(a) Subject to the dispute resolution procedures set forth in Section 16.2 above, the obligations, provisions, covenants, restrictions and conditions contained in the Governing Documents with respect to the Association or the Common Areas shall be enforceable by the Association or by any Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. The obligations, provisions, covenants, restrictions and conditions contained in the Governing Documents with respect to an Owner or a Unit shall be enforceable by the Declarant during the Declarant Control Period, or by the Association or an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

(b) In addition to the other rights and remedies provided herein or in any Governing Document, in the event that an Owner should be in default hereunder, the Association shall have the following rights and remedies:

(i) The Association may, but shall not be obligated to, cure such default at the Owner's sole cost and expense. If the Association cures any such default, the Association's costs in doing so shall be deemed a Default Assessment, and the Owner shall pay such Default Assessment to the Association within thirty (30) days after the Owner receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine such Owner, as a Default Assessment, an amount not to exceed Five Hundred Dollars (\$500.00) per violation. The Owner shall pay such Default Assessment to the Association within thirty (30) days after the Owner receives a written invoice therefor from the Association.

(iii) The Association shall have all other remedies available to it under the Governing Documents, at law or in equity.

(c) All rights and remedies of the Association shall be cumulative and not exclusive, and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

16.4 Attorney's Fees. In the event of any dispute under or with respect to this Declaration or any other Governing Document, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

16.5 Notice and Hearing. Whenever a Governing Document requires that an action be taken only after "notice and hearing," the following procedure shall be observed. The party proposing to take the action (e.g., the Board or a committee or officer of the Association) shall give at least three (3) days' prior written notice of the proposed action to all Owners whose interests would be significantly affected by the proposed action, as reasonably determined by the proposing party. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the party proposing to take the action, and all affected Owners may give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. Any affected Owner shall be notified of the decision in the same manner in which notice of the hearing was given.

16.6 Non-Waiver. Failure by Declarant, the Association or any Owner to enforce any covenant, condition, restriction, reservation, easement, assessment, charge, lien or other provision of this Declaration or any other Governing Document shall in no way be deemed to be a waiver of the right to do so thereafter.

17. **DECLARANT'S RIGHT TO COMBINE AND RECONFIGURE UNITS.**

17.1 Reservation of Right. As of the date hereof, there are 1,601 Units shown on the Map. The initial division of the Project into multiple small Units is intended to accommodate a flexible plan for the marketing and sale of the Project. The Declarant intends to combine and reconfigure Units to meet the requirements of purchasers of the Units, which will result in a significantly lower number of Units when all Units are finally reconfigured. Accordingly, Declarant hereby reserves the right to combine and reconfigure any Units owned by Declarant to form larger Units as set forth in this Article without the consent of any Owners or the Association; provided, however, that the total number of Units as finally configured shall not exceed 43. The right reserved herein must be exercised by Declarant (or its assigns) within seven (7) years after recordation of this Declaration. The Declarant shall have the unilateral right to amend this Declaration and the Map to show the final number, dimensions and configuration of Units. Each Owner hereby irrevocably consents to the recording by Declarant of an amendment or amendments to this Declaration and to the Map to reflect the final number, sizes, and configuration of Units and the corresponding allocation of voting rights and undivided interests in the Common Areas.

17.2 Documentation. To effectuate the combination and reconfiguration of a Unit or Units, Declarant shall record:

(a) an amendment to this Declaration, identifying (i) the Units combined to form each of the reconfigured Units, and (ii) the reconfigured Units, and setting forth the voting rights and percentage of undivided interest in the Common Areas appertaining to each reconfigured Unit, which voting rights and percentage undivided interest shall be calculated as the ratio, expressed as a percentage, of the square footage of such Unit to the aggregate square footage of all the Units; and

(b) an amended Map, showing the location, dimensions, and identifying numbers of the reconfigured Units.

It is contemplated that Declarant may record multiple amendments as Units owned by Declarant are reconfigured, and, by its acceptance of title to a Unit, each Owner agrees to each such amendment.

17.3 Amendment of Article. Notwithstanding anything to the contrary in this Declaration, no provision of this Article shall be amended without the prior written consent of Declarant, so long as Declarant owns any Unit in the Project.

18. GENERAL PROVISIONS.

18.1 Intent and Purpose. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the operation of a Condominium Project.

18.2 Construction. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Condominium Act and all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both genders. The article and section headings set forth herein are for convenience and reference only and are not intended to expand, limit or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed independent and several, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

18.3 Lists of Owners and Eligible Mortgagees. The Board shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Condominium which is owned by him; (ii) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity and the Condominium which is encumbered by the Mortgage held by such person or entity; and (iii) the name of each person or entity who is an insurer or governmental guarantor, the address of such person or entity, and the Condominium which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Condominium, either the transferor or transferee shall furnish the Board with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Board may for all purposes act and rely on the information concerning Owners and Condominium ownership which is thus

acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Condominium or Condominiums which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Condominium owned by such person unless the Board is otherwise advised.

18.4 Amendment.

(a) Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association present in person or represented by proxy entitled to be cast at a meeting duly called for such purpose or otherwise approved in writing by such Owners. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Salt Lake County Recorder of an instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

(b) Anything in this Article or Declaration to the contrary notwithstanding:

(i) Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Condominium(s) or any portions thereof. Recordation of such an amendment shall be deemed conclusive proof of the institution's request for such an amendment, and such amendment, when recorded, shall be binding upon all of the Project and all persons having an interest therein.

(ii) During the Declarant Control Period this Declaration may be amended or terminated only with the written approval of the Declarant. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of any Condominium.

18.5 Effective Date. This Declaration shall take effect upon recording.

18.6 Agent for Service. The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the registered agent and address of the Association as shown on the official corporate records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah. On the date of this Declaration, the registered agent of the Association is Gregory Strong, having an address c/o Asset Management Services, 5107 South 900 East, Suite 140, Salt Lake City, Utah 84117.

18.7 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person in or upon the Project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the Buildings or its drains, pipes, conduits, appliances or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution

or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules or order of any governmental authority.

18.8 Owner's Obligations. All obligations of an Owner, under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may be leasing, renting or selling under contract such Owner's Condominium.

18.9 Declarant's Rights Assignable. The rights of Declarant under this Declaration may be assigned, whereupon the assignee of Declarant shall have all the rights of Declarant hereunder.

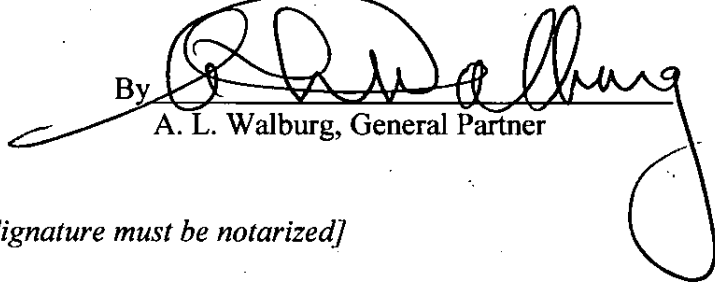
[Signature page to follow]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written.

DECLARANT:

ASPEN PLAZA, LTD.,
a Utah limited partnership

By

A handwritten signature in black ink, appearing to read 'A. L. Walburg', written over a horizontal line. The signature is cursive and extends to the right, ending in a large loop.

A. L. Walburg, General Partner

[Signature must be notarized]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

} ss.

On this the March 27, 2007, before me, Carrie W Evans, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared A. L. Walburg
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration of Condominium

Document Date: Not Dated Number of Pages: 35

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: A. L. Walburg

- Individual
- Corporate Officer - Title(s): _____

- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing:
Self



Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____

- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing:

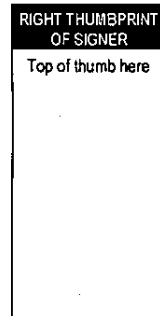


EXHIBIT A

Legal Description

That certain real property located in Salt Lake County, Utah and described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF 9400 SOUTH STREET. SAID POINT BEING SOUTH 89°12'10" EAST 1520.0 FEET AND NORTH 00°07'00" EAST 53.0 FEET FROM THE SALT LAKE COUNTY MONUMENT IN THE INTERSECTION OF 9400 SOUTH STREET AND 700 EAST STREET. (SAID MONUMENT SOMETIMES BEING REFERRED TO AS THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN) ACCORDING TO THE SALT LAKE COUNTY AREA REFERENCE PLAT ON FILE IN THE SALT LAKE COUNTY SURVEYORS OFFICE, AND RUNNING THENCE NORTH 00°07'00" EAST 212.00 FEET; THENCE NORTH 89°12'10" WEST 200.00 FEET; THENCE NORTH 00°07'00" EAST 477.50 FEET TO THE SOUTHWEST CORNER OF LOT 101, PEBBLE GLEN NO. 1 SUBDIVISION; THENCE SOUTH 89°12'10" EAST 278.07 FEET ALONG THE SOUTH LINE TO AN INTERIOR CORNER OF SAID SUBDIVISION, BEING ON THE WEST LINE OF A 33.0 FOOT CANAL RIGHT-OF-WAY; THENCE SOUTHEASTERLY 79.52 FEET ALONG THE ARC OF A 173.74 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 89°26'16" EAST AND LONG CHORD BEARS SOUTH 13°40'27" EAST 78.83 FEET) ALONG THE WEST LINE OF SAID CANAL RIGHT-OF-WAY; THENCE SOUTH 26°47'09" EAST 182.15 FEET ALONG THE WEST LINE OF SAID CANAL RIGHT-OF-WAY; THENCE SOUTHEASTERLY 123.75 FEET ALONG THE ARC OF A 260.45 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 63°12'51" WEST 332.72 FEET AND LONG CHORD BEARS SOUTH 13°10'27" EAST 122.59 FEET) ALONG THE WEST LINE OF SAID CANAL RIGHT-OF-WAY; THENCE SOUTH 00°26'16" WEST 332.72 FEET ALONG THE WEST LINE OF SAID CANAL RIGHT-OF-WAY TO THE NORTH LINE OF 9400 SOUTH STREET; THENCE NORTH 89°12'10" WEST 205.61 FEET ALONG THE NORTH LINE OF 9400 SOUTH STREET TO THE POINT OF BEGINNING.

CONTAINS 4.971 ACRES.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY AS CREATED BY THAT CERTAIN CROSS EASEMENT AGREEMENT DATED MAY 19, 1984, RECORDED MAY 11, 1984 AS ENTRY NO. 3940400 IN BOOK 5554 AT PAGE 2912 OF THE OFFICIAL RECORDS, BETWEEN ALVIN E. MALSTROM, TRUSTEE, PRICE DEVELOPMENT COMPANY, A UTAH CORPORATION AND THE LORAN CORPORATION, A CALIFORNIA CORPORATION:

BEGINNING AT A POINT ON THE NORTH LINE OF 9400 SOUTH STREET, SAID POINT BEING SOUTH 89°12'10" EAST 1320.00 FEET AND NORTH 00°07'00" EAST 33.00 FEET FROM THE SURVEY MONUMENT AT THE INTERSECTION OF 9400 SOUTH STREET AND 700 EAST STREET, SAID MONUMENT BEING THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°12'10" WEST ALONG THE SAID

NORTH LINE OF 9400 SOUTH STREET 608.43 FEET; THENCE NORTH 00°47'50" EAST 376.45 FEET; THENCE SOUTH 89°12'10" EAST 74.50 FEET; THENCE NORTH 00°47'50" EAST 283.00 FEET; THENCE NORTH 89°12'10" WEST 74.50 FEET; THENCE NORTH 00°47'50" EAST 50.00 FEET; THENCE SOUTH 89°12'10" EAST 600.00 FEET TO THE SOUTHWEST CORNER OF LOT 101, PEBBLE GLEN NO. 1 SUBDIVISION; THENCE SOUTH 00°07'00" WEST 709.50 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY AS CREATED BY THAT CERTAIN CROSS EASEMENT AGREEMENT DATED MAY 10, 1984, RECORDED MAY 11, 1984 AS ENTRY NO. 3940399 IN BOOK 5554 AT PAGE 2901 OF THE OFFICIAL RECORDS, BETWEEN LORAN CORPORATION AND MOUNTAINWEST SAVINGS:

BEGINNING 1320.00 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°07'00" EAST 265.00 FEET; THENCE SOUTH 89°12'10" EAST 200.00 FEET; THENCE SOUTH 00°07'00" WEST 265.00 FEET; THENCE NORTH 89°12'10" WEST 200.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

UNITS, UNDIVIDED OWNERSHIP INTERESTS AND VOTES

SHEET 2 (North Wing):
611 units

Unit No.	Square Footage in each Unit	Percentage Interest and Votes
101-A	118	0.20%
101-B through 101-E	98	0.17%
101-F through 101-S	97	0.17%
101-T	163	0.28%
102-A	30	0.05%
102-B through 102-S	25	0.04%
102-T	42	0.07%
103-A	30	0.05%
103-B through 103-S	25	0.04%
103-T	43	0.07%
104-A	30	0.05%
104-B through 104-S	25	0.04%
104-T	43	0.07%
105-A	30	0.05%
105-B through 105-S	25	0.04%
105-T	42	0.07%
106-A	30	0.05%
106-B through 106-S	25	0.04%
106-T	42	0.07%

107-A	30	0.05%
107-B through 107-S	25	0.04%
107-T	42	0.07%
108-A	30	0.05%
108-B through 108-S	25	0.04%
108-T	42	0.07%
109-A	30	0.05%
109-B through 109-S	25	0.04%
109-T	42	0.07%
110-A	30	0.05%
110-B through 110-S	25	0.04%
110-T	42	0.07%
111-A	30	0.05%
111-B through 111-S	25	0.04%
111-T	42	0.07%
112-A	30	0.05%
112-B through 112-S	25	0.04%
112-T	42	0.07%
113-A	30	0.05%
113-B through 113-S	25	0.04%
113-T	42	0.07%
114-A	111	0.19%
114-B	92	0.16%
114-C	92	0.16%
114-D	91	0.16%
114-E through 114-S	88	0.15%
114-T	149	0.25%

201-E 201-F through 201-S 201-T	104 87 147	0.18% 0.15% 0.25%
202-E 202-F through 202-S 202-T	30 25 42	0.05% 0.04% 0.07%
203-E 203-F through 203-S 203-T	30 25 42	0.05% 0.04% 0.07%
204-E 204-F through 204-S 204-T	30 25 42	0.05% 0.04% 0.07%
205-E 205-F through 205-S 205-T	30 25 42	0.05% 0.04% 0.07%
206-E 206-F through 206-S 206-T	30 25 42	0.05% 0.04% 0.07%
207-E 207-F through 207-S 207-T	30 25 42	0.05% 0.04% 0.07%
208-E 208-F through 208-S 208-T	30 25 42	0.05% 0.04% 0.07%

209-E	30	0.05%
209-F through 209-S	25	0.04%
209-T	42	0.07%
210-E	30	0.05%
210-F through 210-S	25	0.04%
210-T	42	0.07%
211-E	30	0.05%
211-F through 211-S	25	0.04%
211-T	42	0.07%
212-E	30	0.05%
212-F through 212-S	25	0.04%
212-T	42	0.07%
213-E	30	0.05%
213-F through 213-S	25	0.04%
213-T	42	0.07%
214-E	30	0.05%
214-F through 214-S	25	0.04%
214-T	42	0.07%
215-E	30	0.05%
215-F through 215-S	25	0.04%
215-T	42	0.07%
216-E	30	0.05%
216-F through 216-S	25	0.04%
216-T	43	0.07%

217-E	30	0.05%
217-F through 217-S	25	0.04%
217-T	43	0.07%
218-E	30	0.05%
218-F through 218-S	25	0.04%
218-T	43	0.07%
219-E	30	0.05%
219-F through 219-S	25	0.04%
219-T	43	0.07%
220-E	161	0.31%
220-F	174	0.34%
220-G	222	0.42%
220-H	246	0.46%
220-I	233	0.44%
220-J	220	0.42%
220-K	207	0.39%
220-L	195	0.37%
220-M	182	0.35%
220-N	169	0.33%
220-O	156	0.31%
220-P	143	0.28%
220-Q	130	0.26%
220-R	117	0.24%
220-S	105	0.22%
220-T	151	0.30%
221-I	111	0.22%
221-J	142	0.27%
221-K through 221-O	152	0.29%
221-P through 221-R	151	0.29%
221-S	226	0.43%

SHEET 3 (Northeast Wing):
322 units

Unit No.	Square Footage in each unit	Percentage Interest and Votes
301-A	94	0.16%
301-B through 301-M	74	0.13%
301-N	66	0.11%
302-A	22	0.04%
302-B through 302-M	25	0.04%
302-N	30	0.05%
303-A	22	0.04%
303-B through 303-M	25	0.04%
303-N	30	0.05%
304-A	22	0.04%
304-B through 304-M	25	0.04%
304-N	30	0.05%
305-A	22	0.04%
305-B through 305-M	25	0.04%
305-N	30	0.05%
306-A	22	0.04%
306-B through 306-M	25	0.04%
306-N	30	0.05%
307-A	22	0.04%
307-B through 307-M	25	0.04%
307-N	30	0.05%
308-A	22	0.04%
308-B through 308-M	25	0.04%
308-N	30	0.05%
309-A	22	0.04%
309-B through 309-M	25	0.04%
309-N	30	0.05%
310-A	22	0.04%
310-B through 310-M	25	0.04%
310-N	30	0.05%

311-A	22	0.04%
311-B through 311-M	25	0.04%
311-N	30	0.05%
312-A	22	0.04%
312-B through 312-M	25	0.04%
312-N	30	0.05%
313-A	84	0.18%
313-B	76	0.17%
313-C	82	0.18%
313-D	87	0.19%
313-E	94	0.20%
313-F	99	0.21%
313-G	105	0.22%
313-H	111	0.23%
313-I	117	0.24%
313-J	123	0.25%
313-K	129	0.26%
313-L	135	0.27%
313-M	141	0.28%
313-N	135	0.27%
401-A	114	0.23%
401-B	101	0.21%
401-C	107	0.22%
401-D	113	0.23%
401-E	120	0.24%
401-F	126	0.26%
401-G	132	0.27%
401-H	138	0.28%
401-I	144	0.29%
401-J	150	0.30%
401-K	157	0.31%
401-L	163	0.32%
401-M	169	0.33%
401-N	156	0.31%
402-A	30	0.05%
402-B through 402-M	25	0.04%
402-N	22	0.04%

403-A	30	0.05%
403-B through 403-M	25	0.04%
403-N	22	0.04%
404-A	52	0.09%
404-B through 404-M	43	0.07%
404-N	38	0.06%
405-A	30	0.05%
405-B through 405-M	25	0.04%
405-N	23	0.04%
406-A	30	0.05%
406-B through 406-M	25	0.04%
406-N	23	0.04%
407-A	30	0.05%
407-B through 407-M	25	0.04%
407-N	23	0.04%
408-A	30	0.05%
408-B through 408-M	25	0.04%
408-N	23	0.04%
409-A	30	0.05%
409-B through 409-M	25	0.04%
409-N	23	0.04%
410-A	92	0.16%
410-B through 410-M	76	0.13%
410-N	69	0.12%

SHEET 4 (East wing):
294 units

Unit No.	Square Footage in Unit	Percentage Interest and Votes
501-A	90	0.15%
501-B through 501-M	74	0.13%
501-N	74	0.13%
501-O	76	0.13%
501-P	76	0.13%
501-Q	76	0.13%
501-R	68	0.12%
502-A	30	0.05%
502-B through 502-Q	25	0.04%
502-R	22	0.04%
503-A	30	0.05%
503-B through 503-Q	25	0.04%
503-R	22	0.04%
504-A	30	0.05%
504-B through 504-Q	25	0.04%
504-R	23	0.04%
505-A	30	0.05%
505-B through 505-Q	25	0.04%
505-R	22	0.04%
506-A	30	0.05%
506-B through 506-Q	25	0.04%
506-R	22	0.04%
507-A	30	0.05%
507-B through 507-Q	25	0.04%
507-R	22	0.04%
508-A	30	0.05%
508-B through 508-Q	25	0.04%
508-R	22	0.04%
509-A	30	0.05%
509-B through 509-Q	25	0.04%
509-R	22	0.04%

510-A	37	0.06%
510-B through 510-G	31	0.05%
510-H through 510-Q	27	0.05%
510-R	24	0.04%
511-H	22	0.04%
511-I through 511-Q	23	0.04%
511-R	24	0.04%
511-S	25	0.04%
511-T	25	0.04%
511-U	25	0.04%
511-V	22	0.04%
512-H	23	0.04%
512-I through 512-U	25	0.04%
512-V	22	0.04%
513-H	23	0.04%
513-I through 513-U	25	0.04%
513-V	22	0.04%
514-H	23	0.04%
514-I through 514-U	25	0.04%
514-V	22	0.04%
515-H	23	0.04%
515-I through 515-U	25	0.04%
515-V	23	0.04%
516-H	27	0.05%
516-I	29	0.05%
516-J	28	0.05%
516-K through 516-U	25	0.04%
516-V	23	0.04%
517-K	31	0.05%
517-L through 517-U	25	0.04%
517-V	23	0.04%
518-K	31	0.05%
518-L through 518-U	25	0.04%
518-V	23	0.04%

519-K	97	0.17%
519-L	80	0.14%
519-M	80	0.14%
519-N through 519-U	79	0.13%
519-V	72	0.12%

SHEET 5 (South wing):
180 units

Unit No.	Square Footage in Unit	Percentage Interest and Votes
601-K	90	0.15%
601-L through 601-R	75	0.13%
601-S through 601-U	74	0.13%
601-V	68	0.12%
602-K	30	0.05%
602-L through 602-U	25	0.04%
602-V	23	0.04%
603-K	30	0.05%
603-L through 603-U	25	0.04%
603-V	23	0.04%
604-K	30	0.05%
604-L through 604-U	25	0.04%
604-V	23	0.04%
605-K	30	0.05%
605-L through 605-U	25	0.04%
605-V	23	0.04%
606-K	30	0.05%
606-L through 606-U	25	0.04%
606-V	22	0.04%
607-K	30	0.05%
607-L through 607-U	25	0.04%
607-V	22	0.04%
608-K	30	0.05%
608-L through 608-U	25	0.04%
608-V	22	0.04%

609-K	30	0.05%
609-L through 609-U	25	0.04%
609-V	22	0.04%

610-K	90	0.15%
610-L through 610-R	75	0.13%
610-S through 610-U	76	0.13%
610-V	68	0.12%

701-K	108	0.18%
701-L through 701-U	90	0.15%
701-V	79	0.13%

702-K	47	0.08%
702-L through 702-U	40	0.07%
702-V	35	0.06%

703-K	30	0.05%
703-L through 703-U	25	0.04%
703-V	22	0.04%

704-K	30	0.05%
704-L through 704-U	25	0.04%
704-V	22	0.04%

705-K	108	0.18%
705-L through 705-R	90	0.15%
705-S through 705-U	91	0.16%
705-V	78	0.13%

SHEET 6 (South Building):
182 units

Unit No.	Square Footage in each Unit	Percentage Interest and Votes
801-A	92	0.16%
801-B through 801-H	81	0.14%
801-I through 801-L	82	0.14%
801-M	85	0.15%
802-A	28	0.05%
802-B through 801-L	25	0.04%
802-M	26	0.04%
803-A	28	0.05%
803-B through 803-L	25	0.04%
803-M	26	0.04%
804-A	28	0.05%
804-B through 804-L	25	0.04%
804-M	26	0.04%
805-A	28	0.05%
805-B through 805-L	25	0.04%
805-M	26	0.04%
806-A	28	0.05%
806-B through 806-L	25	0.04%
806-M	26	0.04%
807-A	28	0.05%
807-B through 807-L	25	0.04%
807-M	26	0.04%
808-A	28	0.05%
808-B through 808-L	25	0.04%
808-M	26	0.04%
809-A	28	0.05%
809-B through 809-L	25	0.04%
809-M	26	0.04%
810-A	28	0.05%
810-B through 810-L	25	0.04%
810-M	26	0.04%

811-A	28	0.05%
811-B through 811-L	25	0.04%
811-M	26	0.04%
812-A	28	0.05%
812-B through 812-L	25	0.04%
812-M	26	0.04%
813-A	28	0.05%
813-B through 813-L	25	0.04%
813-M	26	0.04%
814-A	79	0.13%
814-B	69	0.12%
814-C	69	0.12%
814-D	98	0.17%
814-E through 814-H	102	0.17%
814-I	83	0.14%
814-J through 814-L	68	0.12%
814-M	72	0.12%

EXHIBIT C
BYLAWS OF
ASPEN PLAZA CONDOMINIUMS
OWNERS ASSOCIATION, INC.

The following shall be the Bylaws of the Aspen Plaza Commercial Condominiums Owners Association, Inc., a Utah nonprofit corporation (the "Association"). All capitalized terms used but not defined herein shall have the meaning given them in the Declaration of Condominium, dated as of March ____, 2007, pertaining to the Project (the "Declaration"), as it may be modified or amended from time to time.

1. NAME AND LOCATION

The name of the corporation is Aspen Plaza Commercial Condominiums Owners Association, Inc. The principal office of the corporation shall be located at 5107 South 900 East, Suite 140, Salt Lake City, Utah 84117 or such other location as may be designated by the Board of Directors from time to time, but the meetings of Members and of the Board of Directors may be held at such places in the State of Utah as may be designated by the Board of Directors.

2. PURPOSE; ASSENT

2.1 Purposes. The specific purposes for which the Association is formed are (i) to provide for the operation, administration, use and maintenance of the Units and the Common Areas within the Project; (ii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; (iii) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto; (iv) to preserve, protect, and enhance the values and amenities of the Project; and (v) to promote the health, safety, and welfare of the Owners and users of the Project.

2.2 Assent. All present and future Owners, Mortgagees, lessees and occupants of any Unit and any other persons who may use the Project or any portion thereof in any manner are subject to the Declaration, these Bylaws, and all rules made pursuant hereto and any amendments hereof. The acquisition, lease, or occupancy of a Unit shall constitute acceptance and ratification of, and an agreement to comply with, the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant thereto, as they may be amended from time to time.

3. MEMBERSHIP

Each Owner of a Unit shall be, and no person or entity other than an Owner of a Unit may be, a Member of the Association. Membership in the Association for each Owner shall be mandatory, and not optional, and shall be appurtenant to and may not be separated from the ownership of a Unit. Membership in the Association shall begin immediately and automatically upon acquisition of a Unit and shall terminate immediately and automatically upon ceasing to be

an Owner of a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under the Declaration during the period of such ownership. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association. The rights and duties appertaining to membership in the Association, including voting rights, shall be governed by the Declaration.

4. MEETINGS OF MEMBERS

4.1 Annual Meetings . The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held at some reasonable location in Salt Lake County, Utah on a date and at a time fixed by the Board of Directors. The purpose of the annual meetings is for the election of Directors and the transaction of such other business of the Association as may properly come before the meeting.

4.2 Special Meetings . Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of Members entitled to cast twenty percent (20%) of all of the votes in the Association.

4.3 Notice of Meetings . Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than forty-five (45) days before the meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4 Waiver of Notice . Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date, and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

4.5 Quorum . The presence at the meeting of Members, in person or by proxy, entitled to cast at least 50% of all the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented by proxy.

4.6 Actions Binding on Members . A simple majority of votes cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all

Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles, or these Bylaws.

4.7 Action Taken Without a Meeting . Any action that may be taken at any regular or special meeting of the Association may be taken without a meeting if the following requirements are met:

(a) A written ballot is distributed to every Member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time (not to exceed sixty (60) days) for the Member to return the ballot to the Association.

(b) The number of votes cast by ballot within the specified time under Subparagraph (a) above equals or exceeds the quorum required to be present at a meeting authorizing the action.

(c) The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

4.8 Proxies . At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by his or her attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act shall indicate the name of the secretary of the Association, or such other officer or person who may be acting as the secretary at the meeting to whom the proxy is to be given for the purpose of casting the vote to reflect the absent Member's vote as specified in the form of proxy. If a Unit is jointly held, the instrument authorizing a proxy to act must have been executed by all Owners of such Unit or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

4.9 Designation of Voting Representative by Non-Individual Owners . If title to a Unit is held by a corporation, partnership, association, limited liability company or other legal entity, the voting privilege appurtenant to that Unit may be exercised only by a proxy executed on behalf of such entity, filed with the secretary of the Association, an appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Unit at the meeting.

4.10 Voting by Multiple Owners . If title to a Unit is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy, and if a majority of the Owners for a Unit cannot agree, then the Owners of such Unit shall not be entitled to vote. An Owner may not revoke a proxy given pursuant to this Section 4.10 except by actual notice of revocation to the person presiding over a meeting of the Association.

5. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

5.1 Number . The affairs of the Association shall be managed by a Board of not less than three (3) and no more than nine (9) Directors, who need not be Members of the Association. The number of Directors shall be established from time to time by amendment to these Bylaws. The initial number of Directors shall be three (3).

5.2 Term of Office . At the first annual meeting the Members shall elect one (1) Director for a term of one (1) year and two (2) Directors for a term of two (2) years, and at each annual meeting thereafter the members shall elect, for a two (2) year term, Directors to fill the positions vacated at such meeting (or created by an amendment increasing the number of Directors).

5.3 Removal . Any Director may be removed from the Board of Directors, with or without cause, by a simple majority of the votes of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

5.4 Compensation . No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5.5 Action Taken Without a Meeting . The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

6. NOMINATION AND ELECTION OF DIRECTORS

6.1 Nominations . Nominations for positions on the Board of Directors shall be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by Owners holding two (2) or more Memberships and signed by the nominee named therein indicating his or her willingness to serve as a Director, if elected.

6.2 Election . Voting for the Board of Directors shall be by secret written ballot. Each Member shall be entitled to cast the vote appertaining to such Member's Unit multiplied by the number of Board of Director seats to be filled. Each Member may cumulate its votes and cast all of them in favor of a single candidate, or distribute its votes on the same principle among as many candidates as the Member sees fit.

7. MEETINGS OF DIRECTORS

7.1 Regular Meetings . The Board of Directors shall hold a regular meeting at least quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should a regularly scheduled meeting date fall upon a legal holiday,

then that meeting shall be held at the same time on the next business day which is not a legal holiday.

7.2 Special Meetings . Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

7.3 Quorum . A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

7.4 Actions Binding . Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

7.5 Waiver of Notice . Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

7.6 Action Taken without a Meeting . The Directors will have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors.

8. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

8.1 General Powers . The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. Except as provided by these Bylaws, the Declaration, or the Act, the Board of Directors may do all such acts and things which are not specifically required to be done by the members and may otherwise act in all instances on behalf of the Association.

8.2 Specific Powers and Duties . Without limiting the generality of powers and duties set forth in Section 8.1 above, the Board of Directors shall have the following powers and duties, subject only to applicable requirements of the Act:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, and other provisions of the Declaration;

- (b) To adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties of the infraction thereof and to enforce compliance therewith;
- (c) To keep in good order, condition and repair all the Common Areas and all items of personal property, if any, used in the enjoyment of the Common Areas;
- (d) To fix, determine, levy, and collect the annual, special, and other assessments to be paid by each Member in accordance with the Declaration and the Act;
- (e) To retain or remove a manager or management company (a "Manager") and such other personnel as may be necessary for the operation, maintenance, repair and replacement of the Common Areas;
- (f) To borrow funds to pay for any expenditure or outlay required pursuant to the authority granted by the Declaration and these Bylaws, and subject to the limitations of the Act, and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board shall not borrow, or cause the Association to be indebted for, more than \$100,000.00 at any given time without the prior approval of a majority of votes of Members present and voting in person or by proxy on the issue; and provided further that the Board shall not encumber the Common Areas;
- (g) To enter into contracts within the scope of their duties and powers;
- (h) To establish bank accounts for the operating account of the Association and for all separate funds as required or deemed advisable by the Board;
- (i) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members or their Mortgagees during convenient weekday business hours;
- (j) To cause to be maintained the insurance coverage as may be necessary to comply with the requirements of the Declaration, these Bylaws, and the Act;
- (k) To cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;
- (l) To prepare a budget before the close of each fiscal year of the Association in accordance with the Declaration and the Act;
- (m) To suspend a Member's voting rights during any period in which such Member shall be in default in the payment of any assessment levied by the Association; and

(n) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles, or the Declaration.

8.3 Manager . The Board may employ a professional management agent or agents as a Manager, with compensation established to perform such duties and services as authorized by the Board. The Board may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws, except that the Board may not delegate the power to determine and levy annual, special, or other assessments or any other powers or duties reserved to the Board by law. If the Board delegates to the Manager powers relating to collection, deposit, transfer, or disbursement of Association funds: (a) the Manager shall maintain fidelity insurance coverage or a bond in an amount not less than the greater of \$100,000.00, or the amount of three months current assessments plus reserves, on all Units, or such higher amount as the Board may determine, and (b) the Manager shall maintain all funds and accounts of the Association separate from the funds and accounts of the Manager and of other associations managed by the Manager.

9. OFFICERS AND THEIR DUTIES

9.1 Enumeration of Officers . The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

9.2 Election of Officers . The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

9.3 Term . The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his or her successor is elected and has qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

9.4 Special Appointments . The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

9.5 Resignation and Removal . Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies . A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

9.7 Multiple Offices . The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 above.

9.8 Duties . The duties of the officers are as follows:

(a) President:

The President shall preside at all meetings of the Members and the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

(b) Vice President:

The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

(c) Secretary:

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board of Directors.

(d) Treasurer:

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

10. **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall provide any indemnification required by the laws of Utah and shall indemnify Directors, officers, agents and employees as follows:

10.1 Third Party Litigation . The Association shall indemnify any Director or officer of the Association who was or is a party or is threatened to be made a party to any action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or

in the right of the Association) by reason of the fact that he or she is or was a Director or officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.2 Association Litigation . The Association shall indemnify any Director or officer of the Association who was or is a party or is threatened to be made a party to any action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director or officer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.3 Expenses . To the extent that a Director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 10.1 or 10.2 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Section 10.4 below.

10.4 Determination of Right to Indemnity . Any indemnification under Section 10.1 or 10.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 10.1 or 10.2 above. Such determination shall be made (i) by the Board of Directors of the Association by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, and such a quorum of disinterested Directors so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

10.5 Advance of Expenses . Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10.

10.6 Other Indemnification Rights . Agents and employees of the Association who are not Directors or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Association.

10.7 Benefitted Parties . Any indemnification pursuant to this Article 10 shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

11. COMMITTEES

The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes.

12. BOOKS AND RECORDS

12.1 Accounting .

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

(b) At the close of each fiscal year, the books and records of the Association shall be reviewed by an independent public accountant approved by the Association, and financial statements shall be prepared by such accountant and distributed to all Members.

12.2 Inspection of Records . The membership register, books of account and minutes of meetings of the Association, the Board of Directors and committees of the Board of Directors and all other records of the Project maintained by the Association or Manager shall be made available for inspection and copying by any Member or his or her duly appointed representative at any reasonable time and for a non-commercial purpose reasonably related to his or her interest as a Member, at the office where the records are maintained. Upon receipt of a written request from a Member along with the fee prescribed by the Board of Directors to defray the costs of reproduction, the Manager or other custodian of records of the Association shall prepare and transmit to the Member a copy of any and all records requested. The Board of Directors shall establish reasonable rules with respect to:

(a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;

(b) Hours and days of the week when such an inspection may be made; and

(c) Payment of the cost of reproducing copies of documents requested by a Member.

Every member of the Board of Directors, subject to the conditions set forth above, shall have the absolute right at any reasonable time to inspect and make copies of all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association.

13. AMENDMENTS

13.1 Amendment Procedure . These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of the Members present in person or by proxy.

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

14. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association and end on the 31st day of the following December.