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DECLARATION OF CONDOMINIUM

OF

COUNTRY CLUB VIEW CONDOMINIUMS

A CONVERTIBLE CONDOMINIUM COMMUNITY

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DECLARATION OF CONDOMINIUM  
OF  
COUNTRY CLUB VIEW CONDOMINIUMS  
A CONVERTIBLE CONDOMINIUM COMMUNITY

THIS DECLARATION, containing covenants, conditions and restrictions relating to Country Club View Condominiums, a Condominium Project, is made on the date set forth at the end hereof by Highland Ascent, L.L.C., a Utah limited liability company, hereinafter called "Declarant, for itself, its successors, grantees and assigns, pursuant to the Condominium Ownership Act of the State of Utah (the "Act").

RECITALS

A. Declarant is the owner of certain real property in Salt Lake County, Utah, more particularly described on Exhibit "A" attached hereto (the "Land"), together with the following:

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

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi governmental authorities; all Patent reservations and exclusions, any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; and easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Condominium Plat (the "Plat") or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete the Buildings and all of the other improvements described in this Declaration or in the Plat recorded concurrently herewith, and to do all things

reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Convertible Land or any portion thereof such improvements as Declarant or said assignee or successor shall determine to build in its sole discretion ; (iii) to improve portions of the Land with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant, to the foregoing reservations, the above-described Land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

B. Declarant has or will construct certain buildings and improvements thereon in accordance with the plans and drawings set forth in the Plat filed concurrently herewith, consisting of five (5) sheets, prepared and certified by Michael D. Hoffman, Utah Registered Land Surveyor.

C. Declarant desires by filing this Declaration and the Plat to submit the Land and the buildings and other improvements being constructed or to be constructed thereon to the provisions of the Utah Condominium Ownership Act as a Condominium Community known as Country Club View Condominiums.

D. Declarant desires and intends to sell fee title to the individual Units contained in said Condominium, together with undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations, and restrictions contained herein.

E. Declarant may develop some of the Units of the Project on the Convertible Land. It is Declarant's intent to subject the Units so developed on the Convertible Land into the Project by the filing of such amended or supplemental declarations and Plats as are necessary to accomplish that purpose.

## DECLARATION

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this Condominium which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Name of the Condominium: The name by which the Condominium Community shall be known is Country Club View Condominiums.

2. Definitions: The terms used in this Declaration including Exhibits attached hereto shall have the meaning stated in the Utah Condominium Ownership Act and as given in this Section 2 unless the context otherwise requires.

(a) "Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, Section 57-8-1, et. seq., as the same may be amended from time to time.

(b) "Association of Unit Owners" or "Association" shall mean and refer to Country Club View Condominiums Owners Association, a Utah non-profit corporation, of which all of the Unit Owners are members. The Association shall be governed in accordance with the Declaration and the Articles of Incorporation attached hereto as Exhibit "C" and Bylaws attached hereto as Exhibit "D."

(c) "Building(s)" shall mean a building or buildings containing Units and comprising a part of the Property.

(d) "Common Areas and Facilities" shall mean and refer to:

(1) The Land;

(2) That portion of the Property not specifically included in the respective Units as herein defined;

(3) All foundations, columns, girders, beams, supports, main walls, roofs, stairways, exterior walkways, driveways, streets, such recreational areas and facilities as may be provided, yards, fences, service and parking areas and entrances and exits, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;

(4) Those areas specifically set forth and designated in the Plat as "Common Ownership" or "Limited Common Area"; and

(5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

(e) "Common Expenses" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities, except as expressly limited; to all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws, such rules and regulations pertaining to the Condominium as the Association of Unit Owners or the Management Committee may from time to time adopt, and such other determinations and agreements lawfully made and/or entered into by the Management Committee.

(f) "Condominium Unit" shall mean and refer to the ownership of a single Unit in this Condominium Community together with an undivided interest in the Common Areas and Facilities of the Property.

(g) "Condominium Community", "Condominium" "Condominium Project" or sometimes the "Project" shall mean and refer to the entire Property, as defined below, together with all rights, obligations and organizations established by this Declaration.

(h) "Convertible Land" shall mean and refer to that portion of the Land described as Convertible Land on Exhibit "B" and as shown on the Condominium Plat.

(i) "Declarant" shall mean Highland Ascent, L.L.C., a Utah limited liability company, which has made and executed this Declaration, and/or its successor which, by either operation of law or through a voluntary conveyance, transfer or assignment, comes to stand in the same relation to the Project as did its predecessor.

(j) "Declaration" shall mean this instrument by which Country Club View Condominiums is established as a Condominium Project, as may hereafter be modified, amended, supplemented or expanded.

(k) "Eligible Mortgagee" shall mean a Mortgagee who has requested the Association in writing to notify it on any proposed action which requires the consent of a specified percentage of Eligible Mortgagees, or has requested notice of any condemnation or casualty loss, sixty day delinquency in payment of assessment or charges owed by a Unit Owner, lapse, cancellation or material modification of any insurance policy or fidelity bond.

(l) "Land" shall mean and refer to the real property described on Exhibit "A" submitted to the provisions of the Act.

(m) "Limited Common Areas and Facilities" or "Limited Common Areas" shall mean and refer to those Common Areas and Facilities designated herein or on the Plat as reserved

for use of a certain Unit to the exclusion of the other Units including patios, entrance walkways, and/or balcony areas associated with the Units.

(n) "Main Building" shall mean the building built on the Land other than on Convertible Land.

(o) "Management Committee" shall mean and refer to the committee of the Association as provided in the Declaration and the Bylaws attached hereto (which Bylaws are hereby incorporated by reference and made a part of this Declaration). Said Management Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

(p) "Manager" shall mean and refer to the person, persons or corporation selected by the Management Committee to manage the affairs of the Condominium Project.

(q) "Mortgage" shall mean and include both a first mortgage on any Condominium Unit and a first deed of trust on any Condominium Unit.

(r) "Mortgagee" shall mean and include both the mortgagee under a first mortgage on any Unit and the beneficiary under a first deed of trust on any Unit.

(s) "Percentage Interest" shall mean the undivided percentage interest of each Unit Owner in the Common Areas at any point in time as may be revised from time to time upon alteration of the Project. Initial Percentage Interests(s) are set forth on Exhibit "E."

(t) "Plat" shall mean and refer to the Condominium Plat of the Project recorded concurrently herewith by Declarant.

(u) "Project" shall mean and refer to the entire Property subject to this Declaration.

(v) "Property" shall mean and include the land, the buildings, all improvements and structures thereon, all easements, right and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

(w) "Unit" or "Condominium Unit" shall mean and refer to one of the Units designated as a Unit on the Plat. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint,



flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members other than bearing walls and structural members, of any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

(x) "Unit Number" shall mean and refer to the number, letter or combination thereof designating the Unit in the Declaration as shown on Exhibit "E" and in the Plat.

(y) "Unit Owner" or "Owner" shall mean the person or persons owning a Unit in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Salt Lake County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

3. Submission to Condominium Ownership. Declarant hereby submits the Land, building, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a Condominium and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to the Property.

4. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project shall be enforceable equitable servitudes which shall run with the land and this Declaration and its servitudes shall be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

5. Description of Property.

(a) Description of Land. The Land is that tract or parcel, more particularly described in Exhibit "A" attached hereto.

(b) Description of Improvements. The significant improvements contained or to be contained in the Project include a three story building ("Main Building") containing up to a

maximum of forty-six (46) Units constructed principally of concrete foundation with exterior walls of architectural stone and synthetic stucco siding, asphalt shingle roofing and single ply flat roofing, interior walls of wood studs, plywood and dry wall plaster. Each Unit has an assigned underground parking space or spaces as shown on Exhibit "E." The Project also includes landscaping, guest parking and other facilities located substantially as shown in the Plat and will be subject to easements which are reserved through the Project as may be required for utility services.

(c) Description of Improvements on Convertible Land. The maximum number of Units in the Project is forty-six (46). In the event Declarant combines two or more Units in the Main Building into a single Unit reducing the total number of Units in the Project below forty-six (46), Declarant reserves the right to build a second building ("Convertible Building") on the Convertible Land. The maximum number of Units in the Convertible Building shall be four (4), but in no event shall the total number of Units in the Project exceed forty-six (46). The Convertible Building will be architecturally compatible and of the same quality and constructed of the same basic materials as the Main Building. The Units in the Convertible Building will be either similar to Units in the Main Building or may consist of a single Unit or two story town house Units with a total ground floor square footage not to exceed 2,200 square feet. The Units may have limited common area similar to the Main Building. The Units in the Convertible Building will be solely residential. Other than walkways and landscaping, there shall be no other improvements on the Convertible Land. Each Unit within the Convertible Building will be assigned parking spaces as will be indicated on an amended or supplemental Declaration of Condominium and Condominium Plat.

(d) Description and Legal Status of Units. The Plat shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, shall be capable of being independently owned, encumbered and conveyed.

(1) Each Unit has access to a common hallway and shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, interior surfaces of doors, window frames and door frames and trim. Each Unit shall include both the portions of the building that are not common areas and facilities within such boundary lines and the space so encompassed. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit and servicing only that unit.

(2) The Units of the Project are described below.

Unit "A1"--Living room, dining area, kitchen, master bedroom, den/bedroom, two bathrooms and balcony or patio.

Unit "A2"--Same as Unit "A1."

Unit "B1"--Same as Unit "A1."

Unit "B2"--Same as Unit "A1."

Unit "B3"--Same as Unit "A1."

Unit "B4"--Same as Unit "A1."

Unit "C"--Living room, dining area, kitchen, utility room, master bedroom, den/bedroom, two bathrooms and balcony or patio.

Unit "D"--Same as Unit "C" with an additional bedroom.

Unit "E"--Living room, dining area, kitchen, master bedroom, den/bedroom and two bathrooms.

Unit "F1"--Living room, dining area, kitchen, master bedroom, two bathrooms, two additional bedrooms, utility room and balcony or patio.

Unit "F2"--Same as Unit "F1."

Unit "G"--Same as Unit "A1."

Unit "H"--Same as Unit "A1."

Unit "K1"--Same as Unit "A1."

Unit "K2"--Same as Unit "A1."

Unit "L"--Living room, dining area, kitchen, utility room, master bedroom, two additional bedrooms, two bathrooms and balcony or patio.

Unit "M"--Living room, dining area, kitchen, utility room, master bedroom, den/bedroom, two bathrooms and balcony or patio.

Unit "N" –Same as Unit "M."

Unit "P" –Same as Unit "B2."

"Suite East" –Living room, dining and day room, kitchen, utility room, master bedroom, two additional bedrooms, two bathrooms and patio balcony.

"Suite West" –Same as "Suite East."

(e) Common Areas and Facilities. Except as otherwise provided in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not;

(1) All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(2) Driveways, parking areas, lawns, shrubs, gardens, exercise room, community room, theater room and recreational areas;

(3) Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;

(4) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Plat;

(5) The Limited Common Areas and Facilities herein described; and

(6) All repairs and replacements of any of the foregoing.

(f) Description of Limited Common Areas and Facilities. Each Owner of a Unit is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and Facilities reserved exclusively for the use of his Unit. The Limited Common Areas appurtenant to any given Unit consist of a patio, or balcony area contiguous with the Unit as indicated on the Plat, the assigned storage unit appurtenant to each Unit and the assigned parking stall or stalls appurtenant to each Unit. The exclusive right to use and occupy each Limited Common Area shall be appurtenant to and shall pass with the title to the Unit with which it is associated.

6. Alterations. For the four (4) years following the recordation hereof, the Declarant reserves the right to change the interior design and interior arrangement of any Unit or Units and to

alter the boundaries between Units, so long as the Declarant owns the Units so altered. Any such change shall be reflected by an amendment of this Declaration and of the Plat which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in this Declaration. Such change may alter the number of Units (not to exceed forty-six (46)) and alter the boundaries of the Common Areas and Facilities. If the boundaries between Units are altered, in the amendment related thereto the Declarant shall reappportion the percentage of ownership in the Common Areas and Facilities which are allocated to the altered Units on the basis of the change in floor space which results from the boundary alteration.

7. Statement of Purpose and Restriction on Use.

(a) Purpose. The purpose of the Condominium Project is to provide residential housing and parking space for Unit Owners and to tenants and guests, all in accordance with the provisions of the Act.

(b) Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth.

(1) Each of the Units shall be occupied by the Unit Owner, his or her family, meaning parents, children and grandchildren, or tenants as a private residence and for no other purpose. A Unit may not be occupied by more than six (6) people.

(2) No parking area shall be used for parking of trailers, mobile homes, boats, snowmobiles, campers or similar property which have been detached from trucks. No maintenance, upkeep (other than washing and cleaning) or repair of any vehicle, trailer or boat may be performed in any parking or common area. There shall be no storage of any kind except of vehicles as above provided in any parking stall or common area.

(3) The Common Areas and Facilities shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

(4) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the building or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the building, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law, ordinance or regulation of any governmental authority.

(5) No Unit Owner shall cause or permit anything (including, without limitation, a sign, political banner or sign, awning, canopy, shutter, radio or television antenna) pots, plants, wind chimes or other decorative items to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the inside or outside of windows or doors,

without the prior written consent of the Management Committee. Temporary open house signs may be placed subject to written approval of the Management Committee as to location, duration, size and design. If signs are placed without written approval, the Management Committee retains the right to remove them. No signs for the sale of a unit may be placed in or upon any vehicle on common areas.

(6) Window blinds have been provided as part of the Unit, any replacement blinds are Horizontal levelor type window blinds are allowed subject to Management Committee approval of the type and color in order to maintain a consistent exterior window appearance. No plastic, sun screen or reflective type material shall be used on the interior or exterior of the windows. The exterior portion of any drape or curtain must be white and the Management Committee shall determine the color of carpet and/or paint used on patios and/or balconies.

(7) No noxious or offensive activity shall be carried on or permitted in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. There shall be no smoking in any Unit or in the Common Areas and Facilities.

(8) Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.

(9) No animals or pets of any kind are to be raised, bred or kept in any Unit or in the Common Areas or Limited Common Areas without the prior written approval of the Management Committee with respect to the specific pet. Only domestic animals may be considered by the Management Committee. Unit Owner shall keep the pet off the Common Areas. If the pet becomes a nuisance to other Unit owners, the pet owner shall remove the pet from the Project upon written notice by the Management Committee or its representative..

(10) The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

(11) No Owner shall violate the rules and regulations regarding use of the Units and of the Common Areas as adopted from time to time by the Management Committee.

8. Person to Receive Service of Process. The person to receive service of process in the cases provided herein or in the Act is Brad L. Knowlton, whose address is 25 South Main, Suite 200, Centerville, Utah 84104. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

9. Ownership and Use.

(a) Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest in the Common Areas and Facilities.

(b) Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships, or trusts and in the form of common tenancy. A limited number of Unit Owners may lease their Units with their appurtenant rights subject to the limitations on the leasing of Units set forth in Section 34 and subject to the terms and conditions chosen solely by the Unit Owner and his lessee, except that all Unit Owners, their tenants and other occupants or users of the Project, shall be subject to the Act, this Declaration, the Bylaws, and all rules and regulations of the Association of Unit Owners and Management Committee.

(c) Prohibition Against Subdivision of Unit. No Unit Owner, (except Declarant as provided in this Declaration) by deed plat or otherwise, shall subdivide or in any manner cause the ownership of his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Plat and no parking stall or storage unit assigned to any Unit shall be conveyed separately from such Unit.

(d) Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No percentage of undivided ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a percentage of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project.

(e) Use of Common Areas and Facilities. Except with respect to Limited Common Areas each Unit Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to this Declaration, the Bylaws, and the rules and regulations of the Management Committee. This right of use shall be appurtenant to and run with each Unit.

(f) Computation of Undivided Interest. The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit has been computed

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by determining the ratio between the architectural square footage associated with such Unit and the aggregate architectural square footages of all Units in the Project (with such minor adjustments in some or all of the resulting percentage interests as may have been necessary to assure that the total undivided interest respecting the Project equals 100%). Substantially identical Units have been assigned the same square footage, and the total of all undivided interests equals 100%. A Unit Owner's percentage of ownership interest in the Common Areas and Facilities shall be for all purposes, including voting and assessment of common expenses.

10. Use of Limited Common Areas and Facilities. A Unit Owner's exclusive right of use and occupancy of the Limited Common Areas and Facilities reserved for his Unit shall be subject to and in accordance with this Declaration and the Bylaws. Any Limited Common Area appurtenant to a Unit may be leased only to persons who reside in the Project or used by the family, servants or guests thereof on a temporary basis. A parking stall may be leased only to a person who resides in the Project and only on a month to month basis.

11. Voting-Multiple Ownership. The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

12. Management.

(a) Management Committee. The business, property and affairs of the Condominium shall be managed, operated and maintained by the Management Committee of the Association as agent for the Unit Owners. The Management Committee of the Association shall have, and is hereby granted, the following authority and powers:

(1) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas and Facilities; and work performed pursuant to such easements must be done in a workmanlike manner and any damage to the interior structure or decor of a Unit must be repaired;

(2) The authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Plat which has been approved by the vote or consent necessary to authorize such amendment;



(3) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;

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

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

(6) The power and authority to add any interest in real property obtained pursuant to paragraph (5) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent;

(7) The power to sue and be sued.

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

(9) The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed in the aggregate at any given time the sum of \$10,000.00 without the prior vote or approval of the Association at a meeting duly called and convened at which a quorum is present.

(10) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Unit Owners; and

(11) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

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

(b) Composition of Management Committee. The Management Committee shall consist of five (5) members. At the first regular Association meeting three (3) Management Committee members shall be elected for three-year terms, and two (2) Management Committee members shall be elected for two-year terms. At each annual Association meeting thereafter any vacant seat on the Management Committee shall be filled with a member elected for a three-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for Management Committee membership. At the annual meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Management Committee membership as there are seats on the Management Committee to be filled; provided, however, notwithstanding anything herein to the contrary, Declarant alone shall be entitled to select all of the Management Committee members until the earlier of the following events (hereinafter referred to as the "Event") at which time control of the Management Committee shall be transferred by Declarant to the Association:

(i) The date by which seventy-five percent (75%) of the undivided Percentage Interest appurtenant to the maximum Units planned for the Project has been conveyed by Declarant, and all Convertible Land has been converted, whichever occurs last.

(ii) Four (4) years after the first Unit in the Project is conveyed by Declarant.

Any Management Committee member who fails on three successive occasions to attend Management Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Management Committee meetings (whether regular or special) held during any twelve-month period shall automatically forfeit his or her seat. In the event a Management Committee seat which was filled by Declarant becomes vacant prior to the Event, whether by reason of forfeiture or due to another cause, Declarant shall select a replacement member to sit on the Management Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit on the Management Committee until the expiration of the term for which the member being replaced was elected. Unless a member forfeits or otherwise loses his or her seat as herein provided, a member shall serve on the Management Committee until his successor is elected. Management Committee members shall be reimbursed for all expenses reasonably incurred in connection with Management Committee business.

(c) Responsibility. The Management Committee shall be responsible for the control, operation and management of the Project in accordance with the provisions of the Act, this Declaration, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by said Management Committee.

(d) Additional Facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to effect the necessary amendment of documents and plats in connection therewith.

(e) Name. The Management Committee shall be known as The Country Club View Condominiums Management Committee.

(f) Manager. The Management Committee may carry out through a Professional Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Management Committee, shall be responsible for managing the Project for the benefit of the Management Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the project which may be entered into by the Management Committee or the Association shall call for a term not exceeding one (1) year renewable by agreement of the parties for successive one-year periods, and shall provide that such management agreement may be terminated with or without cause by either party upon not more than thirty (30) days written notice, and without any payment of a termination fee.

13. Easements.

(a) Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit.

(b) In the event that, by reason of the construction, reconstruction, repair, settlement, movement or shifting of any part of the building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement or any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners.

(c) Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Committee as its agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the

maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Management Committee or of Unit Owners shall be the responsibility of the Association; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Management Committee by assessment.

(d) The Management Committee shall have nonexclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

14. Change in Ownership. The Management Committee shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Unit which is owned by him. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Management Committee 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 Management Committee may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Management Committee may act and rely on current ownership information respecting any Unit or Units 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 Unit owned by such person unless the Management Committee is otherwise advised in writing.

15. Assessments. Every Unit Owner shall pay his proportionate share of the Common Expenses. Payment thereof shall be in such amounts and at such times as the Management Committee determines in accordance with the Act, the Declaration or the Bylaws.

- (a) Assessment of Common Expenses shall commence no later than sixty (60) days after the first Unit is conveyed.
- (b) No assessment for a single improvement in the nature of a capital expenditure which exceeds the sum of \$10,000 shall be made without the same having been first voted on and approved by at least a majority of the Project's undivided ownership interest.
- (c) There shall be fines, penalties and liens for nonpayment of Common Expenses as provided by the Act.

16. Destruction or Damage. In the event of destruction or damage of part or all of the improvements in the Project, the procedures of this section shall apply.

(a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

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

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

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

(e) Any reconstruction or repair which is required to be carried out by this section shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made by an MAI appraiser selected by the Management Committee who shall determine the figure representing the percentage of project improvements which have been destroyed or substantially damaged.

17. Taxes. It is understood that under the Act each Unit, together with its percentage of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes

authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his Condominium Unit.

18. Insurance.

(a) Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force hazard insurance meeting the following requirements:

(1) A multi-peril type "master" or "blanket" policy covering the entire Condominium Project (both Units and Common Areas and Facilities) shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon replacement cost). Such policy shall include an ~Agreed Amount Endorsement. or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent, a "Special Condominium Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent.

(2) If a steam boiler is or comes to be contained in the Project, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance, evidenced by the standard form of boiler and machinery insurance policy. Said insurance shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per accident per location.

(3) If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards, as defined by the Federal Emergency Management Agency, and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "master" or "blanket" policy of flood insurance on the Condominium Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of (i) the maximum amount of insurance available under said Act or (ii) one hundred percent (100%) of the current replacement cost of all building and other insurable property located in the flood hazard area. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy which meets the criteria established by the Flood Insurance Administration.

(4) The named insured under each policy required to be maintained by the foregoing items (1) and (2) shall be in form and substance essentially as follows: "Country Club

View Condominiums Owners Association, or its authorized representative, for the use and benefit of the individual Owners.”

(5) Each such policy shall include the standard mortgage clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the-interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Eligible Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

(6) Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

(b) Fidelity Insurance. The Management Committee or Association shall at all times maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, employees, officers, Management Committee members, or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one hundred fifty percent (150%) of the estimated annual operating expenses of the Project including reserve funds, unless a greater amount is required by a majority of the Mortgagees or their designees. Such fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of “employee” or similar expression. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Eligible Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

(c) Liability Insurance. The Management Committee or association of Unit Owners shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a "Severability of Interest Endorsement" or its equivalent which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of other Owners, the Management Committee, or the Association of Unit Owners. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location and use. The limits of liability under such insurance shall not be less than \$1,000,000 for all claims for personal injury and/or property damage arising out of a single occurrence.

(d) General Requirements Concerning Insurance. Each insurance policy or fidelity bond maintained by the Association shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of Class IX or better. No such policy or fidelity bond shall be maintained where: (1) under the terms of the carrier's charter, bylaws, bond or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee, the Management Committee, the Association of Unit Owners, a Unit, the Common Areas, or the Project; (2) by the terms of the carrier's charter, bylaws, bond or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; (3) the bond or policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or (4) the bond or policy provides that the insurance thereunder shall be brought into contribution with insurance purchased by the individual Unit Owners or their Mortgagees. Each such fidelity bond or policy shall provide that: (a) coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association of Unit Owners or the Management Committee; (b) coverage shall not be prejudiced by any failure by the Association or Management Committee to comply with any warranty or condition with regard to any portion of the Project over which the Association and Management Committee have no control; (c) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right to subrogation it might have as to any and all claims against the Association, the Management Committee, and Unit Owner, and/or their respective agents, employees or tenants. If due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained hereof cannot reasonably be secured, with respect to such coverage the Association or the Management Committee shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist, however the Association shall not self insure.

(e) Additional Provisions. The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Management Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature, and use.

(2) The Management Committee shall have authority to adjust losses.

(3) Each policy of insurance obtained by the Management Committee shall, if possible, provide: A waiver of the Insurer's subrogation rights with respect to the Management Committee, the Manager, the Unit Owners, and their respective servants, agents, and



guests; that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Management Committee or of the Manager without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

(4) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Management Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Management Committee with a copy of his policy within thirty (30) days after he acquires such insurance.

19. Payment of Common Expenses.

(a) Each Unit Owner shall pay the Management Committee his allocated portion of the Common Expenses deemed necessary by the Management Committee to manage and operate the Project, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set off or claim which the Owner may have against the Management Committee or Association. Each installment shall be due on or before the first day of each month. If the Unit Owner shall fail to pay any installment within five (5) days of the time when the same becomes due, the Owner shall pay a twenty-five dollars (\$25.00) late fee and shall pay interest on the installment at the rate of eighteen percent (18%) per annum from the date when such installment shall become due to the date of the payment thereof, together with all costs and expenses, including attorney's fees, incurred in any proceedings brought to collect such unpaid common expenses. The Management Committee shall be entitled to impose fees, liens and penalties including termination of utility services paid as a part of common expenses, termination of right to access and use of recreational facilities, all in accordance with Section 57-8-20 of the Utah Condominium Ownership Act. The Management Committee shall comply with all notice and appeal procedures required by the Act.

(b) The Common Expenses above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of the Condominium Project then in existence to enable the Management Committee to pay all estimated expenses and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, building and improvements; which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance or bond premiums, common lighting, landscaping, and the care of the grounds, repairs, and renovations to Common areas and Facilities, (other than services which are separately billed or metered to the individual Units by the utility or party furnishing such service), legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or

surplus fund, as well as all other costs and expenses relating to the Condominium Project. The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

(c) The portion payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such Common Expenses for such year, or portion of year, determined as aforesaid, multiplied by the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. Such assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be required by the Management Committee.

(d) The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Project and to determine the cash requirements of the Association to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act and this Declaration shall be final and conclusive as to the Owners, and any expenditures made by the Management Committee, within the bounds of the Act and this Declaration shall as against the Owner be deemed necessary and properly made for such purpose.

(e) If an Owner shall at any time lease Owner's Unit and shall default for a period of more than sixty (60) days in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit the rent due or becoming due and payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid.

(f) Each monthly assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the following lien securing the same: the amount of any assessment, whether regular or special, assessed to a Unit plus interest at eighteen percent (18%) per annum plus late fees, and costs, including reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice of assessment as provided by the Act. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

(1) Tax and special assessment liens on the Unit in favor of any assessment unit, and special district; and

(2) Encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(g) A certificate executed and acknowledged by the Manager or Management Committee stating the unpaid common expenses then outstanding with respect to a Unit shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or encumbrances or prospective Owner or encumbrances of a Condominium Unit upon request at a reasonable fee not to exceed Ten Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be compiled within ten (10) days, all unpaid common expenses which became due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrances holding a lien on a Condominium Unit may pay any unpaid Common Expenses payable with respect to such Condominium Unit and upon such payment such encumbrances shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance. Subject to the provisions of this subparagraph, a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

(h) Upon payment of delinquent assessments concerning which a notice of assessment has been recorded or other satisfaction thereof, the Management Committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale of the Unit by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

(i) In the event of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Management Committee or Manager shall have the power to bid in the Condominium Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Condominium Unit.

20. Mortgage Protection.

(a) The Management Committee or the Association shall notify each Eligible Mortgagee in writing in the event that the Owner of the Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of sixty (60) or more days to cure any failure on his or her part to perform any of his or her obligations under this Declaration.

(b) The lien or claim against a Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to the Mortgage affecting such Unit recorded prior to the date a notice of lien is recorded, and the Mortgagee thereunder which comes into possession of the Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Units including the Unit in which the Mortgagee is interested). No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee which comes into possession shall be collected or enforced by either the Management Committee or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Unit affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit).

(c) Unless fifty-one percent (51%) of the Eligible Mortgagees of the individual Units have given their prior written approval and owners of at least sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities have approved, neither the Management Committee nor the Association of Unit Owners shall be entitled, by act, omission, or otherwise:

(1) To abandon or terminate the Project or to abandon or terminate the arrangement which is established by this Declaration and the Condominium Plat (except as otherwise provided in the event of certain destruction or damage);

(2) To partition or subdivide any Unit;

(3) To abandon, partition, subdivide, encumber, sell or transfer all or any part of the Common Areas and Facilities (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas and except as otherwise provided in the event of certain destruction or damage);

(4) To use hazard insurance proceeds resulting from damage to any part of the Project (whether to Units or to the Common Areas) for purposes other than the repair,

replacement, or reconstruction of such improvements, except as otherwise provided in the event of certain destruction or damage;

(5) To change the pro rata interests or obligations of any Unit which apply for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;

(6) To alter the provisions of this Declaration hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

(7) To merge with another Condominium Project.

(8) To amend this Section so as to diminish the rights, protection or security afforded to Mortgagees.

(d) Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee and of the Association of Unit Owners. Any Mortgagee shall have the right to designate a representative to attend all meetings of the Association of Unit Owners. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Management Committee or the Association shall furnish to such Mortgagee (i) copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Condominium Project as may be prepared for distribution to or use by the Management Committee, the Association, or the Unit Owners and (ii) written notice of all meetings of the Association of Unit Owners.

(e) The Management Committee and the Association shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments on an installment basis against the Units rather than by special assessments.

(f) The Management Committee or the Association shall notify each Eligible Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of: (1) the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of Thirty Thousand Dollars (\$30,000.00); or (b) any Unit involving an amount in excess of or reasonably estimated to be in excess of, Ten Thousand Dollars (\$10,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking or anticipated condemnation.

(g) In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Section, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority as the case may be, applicable to the Management Committee and Association of Unit Owners with respect to the subject concerned.

(h) Any amendment to this Section shall be accomplished by an instrument executed by the Management Committee and filed for record in the office of the Salt Lake County Recorder. In any such instrument an officer of the Management Committee shall certify that any prior written approval of Mortgagees required by this Section as a condition to amendment has been obtained.

(i) In the event a proposed amendment or addition to this Declaration does not involve a material change - such as the correction of a technical error or the clarification of a statement - the consent of an Eligible Mortgagee to such amendment or addition may be assumed when the Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

21. Eminent Domain. In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of Section 57-8-32.5, Utah Code Annotated (1953), as amended from time to time, shall apply.

22. Maintenance.

(a) Each Owner of a Unit at his own expense shall, keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Association is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit or building or building caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant, or any member of the Unit Owner's family or of the family of any tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work as determined and approved in writing by the Management Committee. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the Unit, and the maintenance of limited common patio or balcony except the fences surrounding such areas. without the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit, parking stalls, or in or to the exterior of the building, and shall not paint, decorate or plant any portion of the exterior of the Unit or of the building in which the Unit is located including any Limited Common area.

(b) Except as hereinafter provided, the Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities and of the Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive and generally in good condition and repair. The Management Committee shall have no obligation regarding maintenance or care of Units.

23. Right of Entry. The Management Committee and its duly authorized agents shall have the right to enter any and all of the Units and the Limited Common Areas appurtenant thereto in case of an emergency originating in or threatening such Unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Management Committee and its duly authorized agents shall also have the right to enter into any and all of said Units and Limited Common Areas at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owner or occupant affected by such entry shall first be notified thereof if available and if time permits.

24. Administrative Rules and Regulations. The Management Committee shall have the power to adopt and establish by resolution, such building management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Project. The Management Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units.

25. Obligation to Comply with Declaration, Bylaws, Articles, Rules and Regulations. Each Unit Owner, tenant, subtenant or other occupant of a Unit shall comply with the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Management Committee or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom.

26. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Association of Unit Owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably

incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Management Committee; provided, however, the foregoing indemnification shall not apply if the loss, expense of liability involved resulted from the willful misconduct, gross negligence or other intentional act of the member.

27. Amendment. In addition to the amendment provisions contained in Sections 5-6 and 3 but subject to the terms of Section 20, this Declaration and/or the Plat may be amended upon the affirmative vote or approval and consent of not less than sixty-seven percent (67%) [one hundred percent (100%) to change the undivided interest of a Unit Owner in Common Areas and Facilities] of the undivided interest in the Common Areas and Facilities. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Management Committee. In said instrument the Management Committee shall certify that the vote or consent required by this Section has occurred. Notwithstanding any other provision contained herein, until occurrence of the "Event" referred to in Section 12 hereof no amendment to the Plat or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control accorded to Declarant (in its capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

So long as Declarant shall own at least five units of the Project and seven (7) years from the date of the recording of the original Declaration have not expired, Declarant shall have, and is hereby vested with the right to unilaterally amend this Declaration or the Plat. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law and does not attempt to divest any vested property rights of any Owner or Mortgagee.

No amendment may be made to the Declaration without the written consent of Declarant so long as Declarant retains the ownership of five (5) Units in the Project; provided, however, that the obligation to acquire said written consent of Declarant shall cease on a date seven (7) years from the date of recording of the original Declaration.

28. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least such stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this Section:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner;



(b) Any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose; and

(c) Unless the consent of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective.

29. Declarant's Sales Program. Notwithstanding any other provision in this Declaration, until Declarant has sold all the Units or the expiration of a reasonable sales period following seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, whichever first occurs (hereinafter referred to as the "Occurrence"), neither the Unit Owners, the Association nor the Management Committee shall interfere with the completion of improvements and sale of all remaining Units, and Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units owned by Declarant:

(a) Declarant shall have the right to maintain up to five (5) sales offices and/or model Units at any one time. Such office and/or model Unit may be one or more of the Units owned by them, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing.

(b) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners or similar devices at any place or places on the Property.

(c) Declarant shall have the right to use the Common Areas and Facilities of the Project including the community room, and exercise room to facilitate Unit sales.

Declarant shall have the right from time to time to locate or relocate any of their sales office, model Unit and/or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the Occurrence, Declarant shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort.

30. Limitation on Improvements by Association. Until the Occurrence described in Section 29, neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally created or constructed by Declarant.

31. Completion Obligation. Declarant hereby covenants in favor of each Owner that within two (2) years from date of contract of sale:

(a) The Unit which such Owner has contracted to purchase and the building within which such Unit is contained or is to be contained, and each Limited Common Area appurtenant to such Unit shall be fully constructed and ready for use or occupancy (as the case may be); and

(b) There shall be substantially completed and usable as part of the Common Areas all planned landscaping, sidewalks, parking facilities, roads, fences, outdoor lighting, and utility lines and conduits adjacent to the Unit concerned and necessary for its use.

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

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

34. Lease of Units.

(a) With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease Owner's Unit for transient or hotel purposes which means the initial term of any lease shall be at least one (1) year. No Unit Owner may lease less than the entire Unit except a parking stall may be leased on a month to month basis to another Unit Owner.

(b) The lease agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association ("Governing Documents"), and that any failure by the lessee to comply with the terms of such Governing Documents shall be a default under the lease. All leases shall be required to be in writing and a copy of such lease shall be delivered to the Management Committee five (5) days prior to occupancy by the tenant.

(c) No more than five (5) Units in the Project may be leased at any one period of time. The Unit Owner shall notify the Management Committee in writing of the desire to lease a Unit at least sixty (60) days prior to the proposed date of lease, and the Management Committee must, within thirty (30) days from and after the date of receipt of such a notice, by written notice approve or disapprove the leasing of the Unit. A Unit may not be occupied by more than one (1) family, meaning parents, children and grandchildren, and the number of occupants may not exceed six (6).

(d) The Management Committee shall maintain a list of Units that are leased and shall limit the number to five (5) Units. The Management Committee shall maintain a list of those Unit Owners desiring to lease a Unit and shall give priority based on the date a Unit Owner is added to the list. The fact that a tenant leaves a Unit which has received approval for leasing shall not affect the approval to lease to another tenant. If the Unit Owner moves back into the Unit, the Unit shall be removed from the list of Units approved for leasing. Before any Unit Owner may lease the Owner's Unit, the Unit Owner must obtain written consent of the Management Committee and the Unit Owner shall enter into an agreement with the Association that the Unit Owner will take action to remove the tenant, in the event of default under the lease.

(e) The Unit Owner shall notify the Management Committee of the names of the lessee of the Unit. In the event of a lease of a Unit, only the tenant and not the Unit Owner shall have the right to the use of the Common Areas and Facilities while the Unit is leased.

35. Legal Description of a Unit. Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Plat with the appropriate reference to the Plat and to this Declaration, as each shall appear in the official records of Salt Lake County, Utah, and in substantially the following form:

Unit No. \_\_\_\_\_ as shown in the Condominium Plat for Country Club View Condominiums, a Condominium Project appearing in the Records of the County Recorder of Salt Lake County, Utah, in Book Page of Plats, and as defined and described in the Declaration of Condominium, appearing in such records in Book , Page of Records.

This conveyance is subject to the provisions of the aforesaid Declaration of Condominium.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to Ownership of a Unit and all the limitations on such ownership as described in this Declaration.

36. Convertible Portion of the Project.

(a) Reservation of Option to Convert. Declarant hereby reserves the option to convert the Convertible Land to include up to four (4) Units in the Project. This option to convert may be exercised from time to time and at different times, without limitation, provided however, the option shall expire seven (7) years from the effective date of the Declaration unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said seven (7) years. Such right may be exercised without first obtaining the consent or vote of Unit Owners and shall be limited only as specifically provided in this Declaration. Such Units shall be constructed on any or all portions of the Convertible Land. The total number of Units in the Project shall not exceed forty-six (46) Units.

(b) Supplemental Declarations and Supplemental Plats. Such conversion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Salt Lake County, Utah, no later than seven (7) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration, together with supplemental Plat or Plats with respect to the Units.

(c) Expansion of Definitions. In the event of such conversion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so converted. E.g., reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Units after such conversion shall be effective to transfer rights in the Project, by use of the form of description set forth in Section 35, with additional references to the Supplemental Declaration and the Supplemental Plat.

(d) Declaration Operative on Units. The Units on Converted Land shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Plat and Supplemental Declaration in the said office of the Salt Lake County Recorder.

(e) Right of Declarant to Adjust Ownership Interest in Common Areas. Each deed of a Unit shall be deemed to irrevocably reserve to the Declarant the power to appoint to Unit Owners, from time to time, the percentages in the Common Areas set forth in Supplemental or Amended Declaration. The proportionate interest of each Unit Owner in the Common Areas after any conversion of the Project shall be an undivided interest of the Project as converted. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of the Common Areas in accordance with Supplemental or Amended Declarations recorded pursuant hereto and each deed of a Unit in the Project shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the Units may contain clauses designed to accomplish a shifting of the Common Areas. None of said

provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas can be accomplished. Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Common Areas may be effected more than seven (7) years after the effective date of this Declaration except pursuant to Amendment as provided in Section 27.

Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Plat incident to any expansion, the revised schedule of undivided interests in the Common Areas contained therein "shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any prior declaration. In the event the provisions of the separate instruments relating to the Project conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

(f) Other Provisions Concerning Conversion. If the Convertible Land is converted as hereinbefore contained, then it is further provided that:

(1) All or any part of the Convertible Land may be converted without any limitations whatsoever save and except that all Units on Convertible Land must be restricted to multi family residential housing limited to one family per dwelling unit.

(2) Portions of the Convertible Land may be built upon at different times without any limitations.

(3) Declarant shall have the right without further conveyance or documentation to build access ways to the Convertible Land through the easement areas as shown on the Plat. The Association of Unit Owners shall not allow anything to be built upon or interfere with said easement areas.

(4) No assurances are made concerning:

(a) The locations of any improvements that may be made on any portion of the Convertible Land.

(b) The Convertible Building, except that it will be comparable to the Main Building and will be of a similar quality of materials and construction to the Main Building.

(5) Notwithstanding anything to the contrary which may be contained herein, this Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the submission of any portion of the Convertible Land to use for Units; (ii) the creation, construction, or addition to the

Project of the Convertible Building; (iii) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (iv) the taking of any particular action with respect to the Land, Convertible Land, or the Project.

37. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

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

39. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

40. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

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


IN WITNESS WHEREOF, the Declarant has executed this Declaration this 2nd day of October, 2007.

HIGHLAND ASCENT, L.L.C., a Utah limited liability company

By:   
Its: Manager

STATE OF UTAH )  
                  *Davis* : ss.  
COUNTY OF ~~SALT LAKE~~ )

On the 3 day of October, 2007, personally appeared before me BRAD KNOWLTON, who being by me duly sworn, did say that he is the Manager of Highland Ascent, L.L.C., a Utah limited liability company, and the foregoing instrument was signed on behalf of said company by authority of its Operating Agreement and he duly acknowledged to me that said company executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing in ~~Salt Lake~~ County, State of Utah  
*Davis*

My Commission Expires:  
6-20-11

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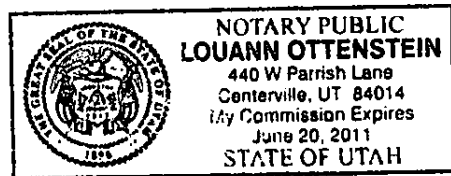


EXHIBIT "A"

LAND

BEGINNING AT A POINT 229.7 FEET NORTH 00°11'48" EAST FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 6, FIVE ACRE PLAT "C", BIG FIELD SURVEY AND RUNNING THENCE SOUTH 89°51'38" EAST 455.40 FEET; THENCE NORTH 00°11'47" EAST 344.50 FEET; THENCE NORTH 89°51'38" WEST 75.90 FEET; THENCE SOUTH 00°11'47" WEST 229.65 FEET; THENCE NORTH 89°51'38" WEST 379.50 FEET; THENCE SOUTH 00°11'47" WEST 114.85 FEET TO THE POINT OF BEGINNING.

CONTAINS 69,733 SQ. FT. (1.601 ACRES)



EXHIBIT "B"

CONVERTIBLE LAND

BEGINNING AT A POINT NORTH 00°11'47" EAST 229.70 FEET AND NORTH 89°51'38" EAST 455.40 FEET AND NORTH 00°11'47" EAST 294.50 FEET AND NORTH 89°51'38" WEST 10.90 FEET AND EAST 10 FEET FROM THE SOUTHWEST CORNER OF LOT 2 BLOCK 6, FIVE ACRE PLAT C, BIG FIELD SURVEY; AND RUNNING THENCE NORTH 89°51'38" WEST 55.00 FEET; THENCE SOUTH 00°11'47" WEST 40.00 FEET; THENCE SOUTH 89°51'38" EAST 55 FEET; THENCE NORTH 00°11'47" EAST 40 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2,200 SQ. FT. (0.051 ACRES)

EXHIBIT "C"  
ARTICLES OF INCORPORATION  
OF  
THE COUNTRY CLUB VIEW CONDOMINIUMS OWNERS ASSOCIATION  
(A Utah Nonprofit Corporation)

The undersigned natural person, acting as incorporator of a corporation under the Utah Revised Nonprofit Corporation Act, adopts the following Articles of Incorporation for such corporation and certifies:

ARTICLE FIRST

Name: The name of this corporation is THE COUNTRY CLUB VIEW CONDOMINIUMS OWNERS ASSOCIATION.

ARTICLE SECOND

Duration: This corporation shall exist perpetually unless sooner dissolved by law.

ARTICLE THIRD

Purposes: The purpose or purposes for which this corporation is organized are:

- a. To act as a mutual benefit corporation to serve the mutual purposes of its members. The specific and primary purposes for which this corporation is formed are to provide for the management, maintenance and preservation of the property over which this corporation has jurisdiction for the benefit of the owners thereof. In furtherance of the foregoing purposes, to do any and all things which may be authorized, required or permitted to be done by the corporation under and by virtue of any declaration of condominium of The Country Club View Condominiums Owners Association as recorded in Salt Lake County, Utah, and to do and perform all acts which may be necessary or proper to exercise any of the express powers of this corporation.
- b. To do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the subjects herein enumerated, or which may at any time appear conducive to or expedient for the protection or benefit of this corporation, and to do said acts as fully and to the same extent as natural persons might, or could do, in any part of the world as principals,

agents, partners, Committee Members or otherwise, either alone or in conjunction with any other person, association or corporation.

- c. The foregoing clauses shall be construed both as purposes and powers and shall not be held to limit or restrict in any manner the general powers of the corporation, and the enjoyment and exercise thereof, as conferred by the Utah Revised Nonprofit Corporation Act; and it is the intention that the purposes and powers specified in each of the paragraphs of this Article Third shall be regarded as independent purposes and powers.

Limitation: This corporation shall be a nonprofit corporation under the Utah Revised Nonprofit Corporation Act and is not organized for pecuniary profit. No part of the net earnings of the corporation, if any, shall inure to the benefit of any owner, Committee Member, officer, member or to any other purpose or entity other than by providing management, maintenance and care of the property of the Association, common areas, limited common areas or the property.

#### ARTICLE FOURTH

Membership and Voting: The corporation shall be a voting membership corporation with membership requirements and voting rights as set forth in the Declaration of Condominium of Country Club View Condominiums recorded in Salt Lake County, Utah, and Bylaws of the corporation. There shall be no shares of stock issued evidencing membership.

#### ARTICLE FIFTH

Management Committee Contracts: No contract or other transaction between this corporation and one or more of its Management Committee or any other person, partnership, corporation, firm, association or entity in which one or more of this corporation's Management Committee are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest, or because such Committee Member or Members are present at the meeting of the Management Committee which authorizes, approves or ratifies such contract or transaction, or because his or their votes are counted for such purpose and each such Committee Member of this corporation is hereby released from liability which might otherwise exist from such contract if: (a) such relationship or interest is disclosed or known to the Management Committee or committee which authorizes, approves or ratifies the contract or transaction and a majority of non-interested Committee Member, or all non-interested Committee Members in the case of a committee, vote to approve or ratify the contract or transaction; (b) such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or (c) the contract or transaction is fair and reasonable to the corporation.

## ARTICLE SIXTH

Amendment: These Articles of Incorporation may be amended in accordance with Part 10, Sections 16-6a-1001 et. seq. of the Utah Revised Nonprofit Corporation Act.

## ARTICLE SEVENTH

Initial Registered Office and Agent: The address of this corporation's initial registered office is 10 Exchange Place, 11<sup>th</sup> Floor, Salt Lake City, Utah 84111. The name of the initial registered agent at such address is MICHAEL R. CARLSTON.

## ARTICLE EIGHTH

Initial Principal Office. The address of this corporation's initial principal office is 25 South Main, Suite 200, Centerville, UT 84014.

## ARTICLE NINTH

Incorporator: The name and address of the incorporator is:

BRAD L. KNOWLTON      25 South Main, Suite 200  
Centerville, UT 84014

## ARTICLE TENTH

Indemnification: The corporation may indemnify an individual against liability incurred in a proceeding where the individual was made a party to a proceeding because the person is or was a Management Committee Member or officer and if: (1) the individual's conduct was in good faith; (2) the individual reasonably believed that the conduct was in, or not opposed to, the corporation's best interests; and (3) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful.

The corporation will indemnify a Management Committee Member or officer who was successful, on the merits or otherwise, in defense of any proceeding, or in defense of any claim, issue, or matter in the proceeding, to which the individual was a party because the person is or was a Management Committee Member or officer of the corporation, against reasonable expenses incurred by the individual in connection with the proceeding or claim with respect to which the individual has been successful.

The corporation may not indemnify a Management Committee Member or officer in connection with: (1) a proceeding by or in the right of the corporation in which the individual was


adjudged liable to the corporation; or (2) any other proceeding charging that the individual derived an improper personal benefit, whether or not involving action in the individual's official capacity, in which proceeding the individual was adjudged liable on the basis that the individual derived an improper personal benefit.

ARTICLE ELEVENTH

Upon the dissolution of this corporation, the Management Committee shall, after paying or making provision for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation, or to such organization or organizations organized and operating exclusively for charitable or educational purposes, as at such time quality as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code.

IN WITNESS WHEREOF, I hereunto sign and verify these Articles of Incorporation this 3rd day of October, 2007.

INCORPORATOR:

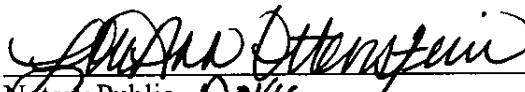
  
Brad L. Knowlton

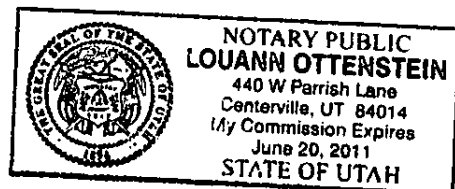
The appointment of the undersigned as the initial registered agent of the Corporation is hereby accepted.

\_\_\_\_\_  
Michael R. Carlston  
Registered Agent

STATE OF UTAH )  
                  Davis :ss.  
COUNTY OF SALT LAKE )

I hereby certify that on this 3 day of October, 2007, personally appeared before me Brad L. Knowlton, who, being by me first duly sworn, severally declared that he is the person who signed the foregoing Articles of Incorporation as incorporator, and that the statements therein contained are true.

  
\_\_\_\_\_  
Notary Public Davis  
Residing in Salt Lake County, State of Utah  
My Commission Expires: 6-20-11



## EXHIBIT "D"

### BYLAWS OF THE COUNTRY CLUB VIEW CONDOMINIUMS OWNERS ASSOCIATION

#### I. IDENTITY

These are the Bylaws of Country Club View Condominiums Owners Association, a Condominium Community, duly made and provided for in accordance with the Utah Condominium Ownership Act (the "Act"). Any term used herein which is defined in the Declaration to which these Bylaws are appended shall have the meaning ascribed therein.

#### II. OFFICE

The office of the Association shall be located at the Condominium or at such other place as may be designated by the Management Committee.

#### III. APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities of Country Club View Condominiums in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Units or parts thereof, or the mere act of occupancy-or use of any of said Units or parts thereof or the Common Areas and Facilities will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

#### IV. ASSOCIATION

1. Members. The members of the Association shall consist of all persons owning a Unit of Country Club View Condominiums, a Condominium Community, in fee simple as shown in the records of the County Recorder of Salt Lake County, Utah. No mortgagee or a beneficiary or trustee under a deed of trust shall be a member unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the member's Unit.

2. Place of Meetings. Meetings of the Association shall be held at such place within the State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.

3. Annual Meetings. The first annual meeting of the Association shall be within one hundred twenty (120) days after control of the Management Committee shall have been transferred by the Declarant to the Association as set forth in the Declaration. The annual meeting of the Association thereafter shall be held at 7:30 p.m. on the first Tuesday in the next October. Thereafter, the annual meetings shall be held on such day of-each succeeding year; provided, however, that

whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Management Committee may by resolution fix the date of the annual meeting on such date or at such other place as the Management Committee may deem appropriate.

4. Special Meetings. Special meetings of the Association may be called at any time by the Management Committee or by Unit Owners who collectively hold at least thirty (30) percent of the total vote. Such meeting shall be held at such place as the Management Committee may specify and the notice thereof shall state the date, time and matters to be considered.

5. Notices. Written or printed notice stating the place, day and hour of all meetings of the Association and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days before the date of the meeting, either personally or by mail to each Unit Owner. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

6. Quorum. At the meeting of the Association, the Owners of more than fifty (50) percent in the aggregate of interest in the undivided ownership of the Common Areas and Facilities shall constitute a quorum for any and all purposes, except where express provisions of these Bylaws or the Declaration of Condominium require a vote of more than fifty (50) percent of the Association, in which event a quorum shall be the percentage of interest required for such vote. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

7. Voting. When a quorum is present at any meeting, the vote of the Unit Owners representing more than fifty (50) percent of the undivided interest present at the meeting either in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provision of the Declaration or these Bylaws, a greater vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the secretary at least five (5) days prior to said annual meeting. Proxies for special Unit Owners' meetings must be of record with the secretary at least two days prior to said special meeting.

An Owner shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all due installments of assessments made or levied against him and his Unit by the Management Committee as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority' at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less than three (3) days before the meeting.

9. Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these Bylaws, or by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

10. Conduct of Meeting. The Chairman, or in his absence the Vice-Chairman shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

## V. MANAGEMENT COMMITTEE

1. Purposes and Powers. The business, property and affairs of the Condominium Community shall be managed and governed by the Management Committee consisting of the number of members as shall be determined by the Bylaws and Declaration, but not less than five (5) members. The Management Committee shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things as are not by the Act or by these Bylaws directed to be exercised and done by the Association. The Management Committee shall have the power from time to time to adopt any rules and regulations deemed necessary for the enjoyment of the Condominium Community provided such rules and regulations shall not be in conflict with the Act, the Declaration or these Bylaws. The President shall have the authority to act on behalf of the Management Committee on all matters relating to the duties of the Manager, if any, which might arise between meetings of the Management Committee. Subject to any limitations or provisions contained in the Declaration, the Management Committee shall be responsible for the following:

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

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



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

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

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

(f) Making and amending rules and regulations respecting the use of the Property.

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

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

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

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

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

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

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

2. Composition of Management Committee. Management Committee members of the Association shall be elected and removed, and vacancies shall be filled in the manner provided by the Declaration and Bylaws. The names and addresses of persons who are to serve as Management Committee Members until the first annual meeting of Unit Owners or until their successors are elected and qualify, are:

3. Election. The Management Committee shall be elected as provided in the Declaration.

4. Vacancies. Vacancies on the Management Committee shall be filled as provided in the Declaration.

5. Regular Meetings. A regular annual meeting of the Management Committee shall be held immediately after the adjournment of each annual meeting of the Unit Owners. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the president or the Management Committee may from time to time designate.

6. Special Meetings. Special meetings of the Management Committee shall be held whenever called by the president, vice president, or by two or more members. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place.

7. Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the members of the Management Committee then in office.

8. Compensation. Members of the Management Committee as such, shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed to preclude any member of the Management Committee from serving the Condominium Community in any other capacity and receiving compensation therefor.

9. Waiver of Notice. Before or at any meeting of the Management Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

10. Action Without Meeting. Any action which may be taken at a meeting of the Management Committee may be taken without a meeting if authorized by a writing signed by all of the persons who would be entitled to vote upon such action at a meeting, and filed with the secretary.

11. Adjournments. The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.

12. Indemnification. Every Management Committee Member and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including

counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Management Committee Member or officer of the Association, or any settlement thereof, whether or not he is a Management Committee Member or officer at the time such expenses are incurred, except in such cases wherein the Management Committee Member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Management Committee approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Management Committee Member or officer may be entitled.

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

## VI. OFFICERS

1. Designation and Election. The principal officers of the Management Committee shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

2. Other Officers. The Management Committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Management Committee.

4. President. The president shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Condominium all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Unit Owners and the Management Committee. He shall have all of the general powers and duties which are normally vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members (or otherwise) from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium Community.

5. Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Management Committee shall appoint some other member thereof to do

so on an interim basis. The vice president shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

6. Secretary. The secretary shall keep the minutes of all meetings of the Management Committee and of the Unit Owners; he shall have charge of the books and papers as the Management Committee may direct; and he shall in general, perform all the duties incident to the office of secretary.

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

8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Management Committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

9. Agreement, Contracts, Deeds Checks, etc. All agreements, contracts, deeds, leases checks and other instruments of the Condominium Community for expenditures or obligations shall be executed by any two officers of the Management Committee or by such other person or persons as may be designated by the Management Committee except that the President shall be one of the signatories on all conveyances, mortgages and contracts of material importance.

## VII. ACCOUNTING

1. Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the treasurer and in accordance with the reasonable standards of accounting procedures.

2. Report. At the close of each accounting year, the books and records of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners. Provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if Owners representing at least seventy-five (75) percent of the undivided interest in the Common Areas and Facilities determine to require the same.

3. Inspection of Books. All books and records at the Association shall be available at the principal office of the Management Committee and may be inspected by any Unit Owner, or his agent or attorney, for any proper purpose during reasonable business hours.

4. Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31.

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

#### VIII. BUILDING RULES

The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium and the Management Committee may from time to time, by resolution, alter, amend, and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all Unit Owners of the Condominium Community. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part hereof.

#### IX. AMENDMENT OF THE BYLAWS

These Bylaws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration.

#### X. OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

The Management Committee shall be responsible for the maintenance, control, operation and management of the Condominium in accordance with the provisions of the Act, the Declaration under which the Condominium was established and submitted to the provisions of the Act, these Bylaws and such rules and regulations as the Association of Unit Owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association of Unit Owners.

#### XI. NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Management Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

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

## XII. COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These Bylaws are set forth in compliance with the requirements of the Act.
2. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.
3. Severability. These Bylaws are set forth to comply with the requirements of the State of Utah. In case any of the Bylaws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these Bylaws or any section, sentence, clause phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
5. Captions. The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
6. Miscellaneous. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Adopted and executed by Declarant as of the same date the Declaration was executed.

HIGHLAND ASCENT, L.L.C.  
A Utah limited liability company

By   
Brad L. Knowlton  
Its Manager

STATE OF UTAH )  
                  *Davis* :ss.  
COUNTY OF SALT LAKE )

I hereby certify that on this 3 day of October, 2007, personally appeared before me Brad L. Knowlton, who, being by me first duly sworn, severally declared that he is the Manager who signed the foregoing Bylaws, and that the statements therein contained are true.

*Louann Ottenstein*  
Notary Public *Davis*  
Residing in Salt Lake County, State of Utah  
My Commission Expires: 6-20-11

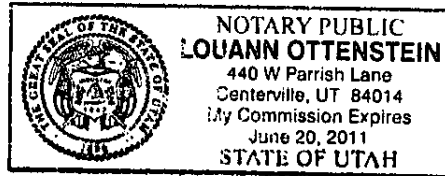


EXHIBIT "E"  
INITIAL PERCENTAGE INTERESTS

| <u>Unit No.</u> | <u>Unit Type</u> | <u>Parking Stall(s)</u> | <u>Storage Unit</u> | <u>Interior Surface to Surface Sq. Ft.</u> | <u>Architectural Square Ft.</u> | <u>%Common Ownership</u> |
|-----------------|------------------|-------------------------|---------------------|--|---------------------------------|--------------------------|
| 1               | B-1              | 1                       | S1                  | 973  | 1,083                           | 1.8338                   |
| 2               | C                | 2                       | R1                  | 1,531                                      | 1,602                           | 2.7125                   |
| 3               | F-2              | 3                       | Q1                  | 1,328                                      | 1,448                           | 2.4517                   |
| 4               | B-3              | 4                       | P1                  | 973  | 1,083                           | 1.8338                   |
| 5               | B-3              | 53                      | O1                  | 973  | 1,083                           | 1.8338                   |
| 6               | P                | 52                      | N1                  | 973  | 1,083                           | 1.8338                   |
| 7               | N                | 51                      | M1                  | 1,502                                      | 1,680                           | 2.8446                   |
| 8               | B-1              | 50                      | L1                  | 973  | 1,083                           | 1.8338                   |
| 9               | B-1              | 49                      | K1                  | 973  | 1,083                           | 1.8338                   |
| 10              | A-1              | 48                      | J1                  | 1,261                                      | 1,405                           | 2.3788                   |
| 11              | B-1              | 47                      | I1                  | 973  | 1,083                           | 1.8338                   |
| 12              | B-4              | 46                      | H1                  | 973  | 1,083                           | 1.8338                   |
| 13              | A-2              | 45                      | G1                  | 1,260                                      | 1,405                           | 2.3788                   |
| 14              | E                | 44                      | F1                  | 1,350                                      | 1,522                           | 2.5771                   |
| 15              | B-2              | 43                      | E1                  | 973  | 1,083                           | 1.8338                   |
| 16              | B-2              | 5                       | D1                  | 973  | 1,083                           | 1.8338                   |
| 17              | B-2              | 6                       | C1                  | 973  | 1,083                           | 1.8338                   |
| 18              | B-2              | 7                       | B1                  | 973  | 1,083                           | 1.8338                   |
| 19              | B-3              | 8                       | A1                  | 973  | 1,083                           | 1.8338                   |
| 20              | B-3              | 9                       | Z                   | 973  | 1,083                           | 1.8338                   |
| 21              | B-3              | 10                      | Y                   | 973  | 1,083                           | 1.8338                   |
| 22              | K-1              | 11                      | X                   | 1,314                                      | 1,478                           | 2.5025                   |
| 23              | Suite West       | 55 & 38                 | L                   | 2,254                                      | 2,581                           | 4.3702                   |
| 24              | D                | 39                      | W                   | 1,624                                      | 1,758                           | 2.9766                   |
| 25              | B-1              | 40                      | V                   | 973  | 1,083                           | 1.8338                   |
| 26              | A-1              | 14                      | U                   | 1,261                                      | 1,405                           | 2.3788                   |



EXHIBIT "E"  
INITIAL PERCENTAGE INTERESTS

| <u>Unit No.</u> | <u>Unit Type</u> | <u>Parking Stall(s)</u> | <u>Storage Unit</u> | <u>Interior Surface to Surface Sq. Ft.</u> | <u>Architectural Square Ft.</u> | <u>%Common Ownership</u> |
|-----------------|------------------|-------------------------|---------------------|--|---------------------------------|--------------------------|
| 27              | B-1              | 13                      | K                   | 973  | 1,083                           | 1.8338                   |
| 28              | B-4              | 12                      | J                   | 973  | 1,083                           | 1.8338                   |
| 29              | K-2              | 41                      | I                   | 1,314                                      | 1,478                           | 2.5025                   |
| 30              | M                | 37                      | H                   | 1,423                                      | 1,663                           | 2.8158                   |
| 31              | B-2              | 42                      | T                   | 973  | 1,083                           | 1.8338                   |
| 32              | B-2              | 26                      | E                   | 973  | 1,083                           | 1.8338                   |
| 33              | B-2              | 27                      | F                   | 973  | 1,083                           | 1.8338                   |
| 34              | B-2              | 28                      | U1                  | 973  | 1,083                           | 1.8338                   |
| 35              | B-3              | 29                      | S                   | 973  | 1,083                           | 1.8338                   |
| 36              | B-3              | 30                      | R                   | 973  | 1,083                           | 1.8338                   |
| 37              | B-3              | 31                      | Q                   | 973  | 1,083                           | 1.8338                   |
| 38              | G                | 16 & 17                 | G                   | 1,411                                      | 1,561                           | 2.6431                   |
| 39              | B-1              | 24 & 25                 | A                   | 973  | 1,083                           | 1.8338                   |
| 40              | L                | 33 & 34                 | P                   | 1,328                                      | 1,448                           | 2.4517                   |
| 41              | Suite East       | 15 & 54                 | M                   | 2,109                                      | 2,434                           | 4.1213                   |
| 42              | F-1              | 35 & 36                 | O                   | 1,323                                      | 1,448                           | 2.4517                   |
| 43              | B-2              | 32                      | N                   | 973  | 1,083                           | 1.8338                   |
| 44              | B-2              | 22 & 23                 | B                   | 973  | 1,083                           | 1.8338                   |
| 45              | B-2              | 20 & 21                 | C                   | 973  | 1,083                           | 1.8338                   |
| 46              | H                | 18 & 19                 | D                   | 1,221                                      | 1,336                           | <u>2.2621</u>            |
|                 |                  |                         |                     |  |                                 | 100                      |