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**THIRD AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR SUMMERFIELD**

A CONDOMINIUM PROJECT
Summerfield Phases One and Two

**(This document represents the consolidation of
several amendments to the covenants, conditions and restrictions
of the Association, including bylaws, into a single, comprehensive document)**

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RECITALS

A. Description of Land. The Owners/members are the owners of the Subject Land, located in Salt Lake County, State of Utah, described below;

A part of the Southeast Quarter of- Section 34, Township 1 South, Range 1 East, Salt Lake Base & Meridian, U.S. Survey;

Beginning at a point 1324.24 feet North and 1844.96 feet West from the Southeast Corner of said Section 34, and running thence North 436.22 feet to the South line of 3900 South Street; thence North 89 56'30" West 328.59 feet along said Southerly line of 3900 South Street to an existing zone line; thence Southerly along said zone line the following three (3) courses: South 215.00 feet, South 62 15' West 184.00 feet; and South 104.52 feet, to an existing boundary line fence thence South 89 56' 58" East 78.77 feet along said fence line; thence South 31.29 feet; thence East 412.67 feet to the point of beginning.

Contains; 170,028 sq. ft. or 3.903 acres.

B. Exhibit A. Shows each Unit's designation and the undivided interest expressed as a percentage of the entire ownership interest in the Common Areas appurtenant to such Unit.

C. Exhibit B. "Exhibit B" hereto contains the metes and bounds legal description of the Additional Land.

D. Exhibit C. "Exhibit C" hereto contains the Bylaws of the Association.

E. Building and Improvements. Certain residential buildings and other related improvements upon the Subject Land have been constructed, as shown on the Map referred to below.

F. Record of Survey Map. Executed and recorded in the office of the County recorder for Salt Lake County, State of Utah, is a certain instrument pertaining to the Project and entitled "Record of Survey Map for Summerfield, a Condominium Project."

G. Intent and Purpose. By the recording of this Declaration and the Map, the Subject Land, the Buildings, and all other Improvements situated upon the Subject Land have been submitted to the provisions of Utah's Condominium Ownership Act as a Condominium Project and imposed upon said property are mutually beneficial restrictions under a general plan of improvement for the benefit of all Condominiums within said Project and Owners thereof.

H. Consolidation of Documents. Because, over time, several amendments have been voted upon and approved by the members, the Association desires to consolidate all of its existing governing documents (i.e., prior amendments, etc.) into a single comprehensive document for the convenience of the members of the Association.

This document supersedes and hereby replaces the following documents:

1. Certain real property in Salt Lake County, Utah, known as Summerfield Condominiums was subjected to The First Amended Declaration of Condominium for Summerfield, a Condominium Project on December 3, 1985 as Entry No. 4173756, in Book

5716 at page 446 in the Recorder's Office for Salt Lake County, Utah;

2. The Second Amended Declaration of Condominium for Summerfield, a Condominium Project was recorded on April 7, 1993 as Entry No. 5472335, in Book 6635 at Page 277 in the Recorder's Office for Salt Lake County, Utah;

3. A Third Amendment to the Declaration of Condominium for Summerfield, a Condominium Project was recorded on March 31, 1995 as Entry No. 6051560, in Book 7125 at Page 1756 in the Recorder's Office for Salt Lake County, Utah;

4. A Corrected Third Amendment to the Declaration of Condominium for Summerfield was recorded on September 25, 1995, as Entry No. 6173361 in the Recorder's Office for Salt Lake County Utah. The purpose of this amendment was to correct the legal description contained in the Third Amendment.

5. A Fourth Amendment to the Declaration of Condominium for Summerfield was recorded on February 16, 2007, as Entry No. 10006636, Book 9423 Page 4727 *et seq.*, in the Recorder's Office for Salt Lake County Utah.

6. A Fifth Amendment to the Declaration of Condominium for Summerfield was recorded on April 13, 2007, as Entry No. 10066346, Book 9449 Page 7994 *et seq.*, in the Recorder's Office for Salt Lake County Utah

ARTICLE I

DEFINITIONS

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

1.01 **"Area of Personal Responsibility"** shall mean that Unit, Common Area or Limited Common Area immediately adjacent to a unit, the maintenance, repair and replacement of which is the responsibility of a particular Unit Owner.

1.01(a) **"Area of Common Responsibility"** shall mean all Common Area excluding the Area of Personal Responsibility, the maintenance, repair and replacement of which is the responsibility of the Association.

1.01(b) **"Community Standards"** shall mean the standard of conduct, maintenance, repair, replacement or other activity generally prevailing in the Community and other first class subdivisions in Salt Lake County. Such standard may be more specifically determined by the Management Committee from time to time.

1.02 **"Association"** shall mean Summerfield Owners Association, a Utah non-profit corporation, organized to be the Association referred to herein.

1.03 **"Management Committee"** shall mean the governing board of the Association, appointed, or elected in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association.

1.04 **"Common Area"** shall mean all physical portions of the Project that are not areas of personal responsibility.

1.05 **"Common Facility"** shall mean all furniture, furnishings, equipment, facilities, and other personal property owned by the Association for the use and benefit of all owners and all furniture, furnishings, equipment, facilities, and other personal property hereafter

purchased in accordance with this Declaration with moneys from the Common Expense Fund. Common Facilities shall be deemed to be part of the Common Areas, except as otherwise expressly provided in this Declaration.

1.06 "Condominium" shall mean a Unit and the undivided interest expressed as a percentage of the entire ownership interest in the Common Areas appurtenant to such Unit, as set forth in **Exhibit "A"** hereto.

1.07 "Condominium Act" shall mean the Utah Condominium Ownership Act and amendments thereto. (Title 57, Chapter 8, Utah Code Annotated, as amended).

1.08 "Limited Common Areas" shall mean any Common Area designated for exclusive use by the owner of a particular Unit. Structural separations between Units or the space, which would be occupied by such structural separations may become Limited Common Areas for the exclusive use of the Owner or Owners of the Units on either side thereof as provided in Section 4.03 hereof; any balconies, porches, patios, parking stalls, walkways, driveways, or storage facilities, that are identified on the Map with the same number or other designation by which a Unit is identified or which are otherwise designated on the Map and/or in **Exhibit "A"**.

1.09 "Building" shall mean certain buildings that have been or will be constructed on the Subject Land, as such buildings are shown on the Map.

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

1.11 "Map" shall mean the Record of Survey Map for Summerfield, a Condominium Project, pertaining to the Project and recorded or to be recorded in the office of the County Recorder for Salt Lake County, State of Utah.

1.12 "Member" shall mean a member of the Association.

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

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

1.15 "Owner" shall mean any person or entity or combination thereof at any time owning a Condominium within the Project, as shown on the records of Salt Lake County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed).

1.16 "Project" shall mean the Subject Land, the Building, and all improvements submitted by this Declaration and the Map to the provisions of the Condominium Act.

1.17 "Subject Land" shall mean the land upon which the Project is situated, as more particularly described in the Recitals above.

1.18 "Total Votes of the Association" shall mean the total number of votes appertaining to the condominiums in the Project, as shown in **Exhibit "A"** attached hereto.

1.19 "Unit" or "Condominium Unit" shall mean an individual air space unit, consisting of enclosed rooms occupying part of the building and bounded by the interior surfaces of the walls, floors, ceilings, windows, doors and built-in fireplaces and chimneys, if any, along the perimeter boundaries of this air space, as said boundaries are shown on the Map, together with all fixtures and improvements therein contained. Paint and other wall, ceiling, or floor coverings on interior surfaces shall be deemed to be a portion of the Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or use and enjoyment of another Unit; bearing walls, floors, ceilings, and roofs (except the interior surfaces thereof), foundation, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, chimneys, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. The interior surface of a window or door is the point at which such surface is located when the window or door is fully closed.

1.20 "Miscellaneous Terms" Other terms (than the foregoing) shall have the meaning set forth in Title 57, Chapter 8, Utah Code Annotated, as amended, or, if not defined therein, shall be accorded their generally accepted meaning.

ARTICLE II SUBMISSION AND DIVISION OF PROJECT

2.01 Submission to Condominium. The Subject Land, the Building, and other Improvements now or hereafter made in or upon this Subject Land to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as Condominium Project to be known as Summerfield, a Condominium Project. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvements of said property and division thereof into Condominium; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring, leasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, heirs, executors, administrators, devisees and successors.

2.02 Division into Condominiums. The Project is hereby divided into Condominiums, each such condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas, as set forth in **Exhibit "A"** hereto.

ARTICLE III IMPROVEMENTS

3.01 Description of Improvements. The improvements included in the Project are now or will be located upon the Subject Land. The Map shows the basement, if any, and the number of Units which are to be contained in the Buildings which comprises a part of such improvements. The Buildings shall be principally constructed of wood, brick and stucco.

3.02 Description and Legal Status of Units. The Map shows the Unit Number of each Unit, its location, dimensions from which its size may be determined, and those Limited Common Areas or Facilities which are reserved for use of its Owner. All Condominiums shall be capable of being independently owned, encumbered and conveyed.

3.03 Contents of Exhibit "A". Exhibit "A" to this Declaration furnishes the following information with respect to each Condominium; (a) the Unit Number; (b) the Unit's approximate size; (c) the Unit's appurtenant percentage of undivided ownership interest in the Common Areas or Facilities; (d) the number of votes of the Owner of the Condominium as a member of the Association; and (e) those Limited Common Areas or Facilities having a numerical and/or letter-designation which are reserved for use by the Owner of a particular Unit.

3.04 Contents of Exhibit "B". Exhibit "B" to this Declaration is a metes and bounds legal description of additional land which may be added to the Project in the event that the Project is expanded pursuant to the provisions of Article XV hereof.

ARTICLE IV

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.01 Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries.

4.02 Maintenance of Unit and Area of Personal Responsibility. Each Owner shall, in accordance with community standards, keep his or her Unit and Area of Personal Responsibility in a clean and sanitary condition, and in a state of good repair. The Area of Personal Responsibility means all Units, interior walls, windows, ceilings, floors, fixtures, doors, driveways, patios, balconies, pavers, patio enclosures, walkways, entrances, porches, heat tape, air conditioning unit and system, as well as all appurtenances thereof. In the event that Unit Owner does not properly maintain his or her Area of Personal Responsibility, then the Association shall have those remedies set forth in Section 8.01 below.

4.03 Right to Combine Units. With the written consent of the Association, two or more units may be utilized by the Owner or Owners thereof as if they were one Unit. To the extent permitted in the written consent of the Association, any walls, floors, or other structural separations between any such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, may, for as long as the two Units are utilized as one Unit, be utilized by the Owner or Owners of the adjoining Units as Limited Common Areas, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use, or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two Units which, but for joint utilization of the two Units, would have been occupied by such structural separations, shall be closed, at the equal expense of the Owner or owners of each of the two Units and the structural separations between the two Units shall thereupon become Common Areas.

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

4.05 Ownership of Common Areas. The undivided interest in the Common Areas appurtenant to each unit in the Project shall be as set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The percentages appurtenant to each Unit as

shown in **Exhibit "A"** shall have a permanent character and shall not be altered without the unanimous written consent of all owners expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, any Owner shall be entitled to the non-exclusive use of the Common Areas (other than Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules or regulations promulgated by the Association. Except as otherwise provided in this Declaration, any Owner shall have the exclusive right to use and enjoy any Limited Common Area that may be designated for exclusive use by such Owner.

4.06 Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance, or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

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

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

4.09 Separate Taxation. Each Condominium within the Project shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the undivided interests in Common Areas appurtenant to such Units. All such taxes, assessments, and other charges on each respective condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Condominium.

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

4.11 Description of Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Project may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. 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 Condominium within the Project and all of the limitations on such ownership as described in this Declaration and/or the Articles of Incorporation and Bylaws of the Association.

ARTICLE V EASEMENTS

5.01 Easements for Encroachments. If any part of the Common Areas encroaches or shall hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of the Common Areas or any part of a Unit shall hereafter encroach on real property now owned by the Declarant outside the boundaries of the Subject Land, an easement for such encroachment shall and does exist.

Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building or any improvements constructed or to be constructed within the Project, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

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

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

5.04 Association's Right to Use Common Areas. The Association shall have an easement to make use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the Common Areas (other than Limited Common Areas) facilities for use by Owners generally or by the Association and its agents exclusively.

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

ARTICLE VI

RESTRICTIONS ON USE

6.01 Residential Uses Only. Each Unit contained in the Project is intended to be used for single-family residential housing and is restricted to such use. No Unit shall be used for business or commercial activity; provided, however, that nothing herein shall be deemed to prevent any Owner or his or her duly authorized agent from freely renting or leasing his or her Unit from time to time.

6.02 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in, or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. Without limitation of the foregoing sentence, it is specifically provided that no trailers, boats, or "junk" automobiles (automobiles which are inoperable or in a state of disrepair) shall be kept or stored on any part of the Project, nor shall any Owner cause or permit there to be hung out or displayed upon the balconies, windows, or other exposed exterior parts of the project any rubbish, debris, clothes, sheets, blankets, or other laundry articles or unsightly materials. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

6.03 Restriction on Signs. No signs, flags, or advertising devices of any nature including, without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any part of the Project, without the prior inspection and written approval of the Association, except as may be temporarily necessary to caution or warn of danger. If the Association consents to the erection of any such signs or devices, the same shall be promptly removed at the request of the Association.

6.04 Restriction on Animals. Dogs and outdoor cats are not permitted within the Project. In special cases, as determined by the Management Committee, prior permission to allow a small dog shall be granted for as long as the dog lives. Other pets may be permitted if and only if such animal qualifies as a companion or service animal under the Federal Fair Housing Laws and Regulations. As of the date of adopting this revised restriction (February 16, 2007), any permitted dogs shall be allowed until the death of said dog. Thereafter, all owners shall abide by this Article.

In the event of a "permitted dog," Owners shall keep the dog on a leash at all times when outside of a Unit and promptly clean up any waste left by said animal in the Common Areas, Limited Common Areas, and/or within any Unit. Pets that stay entirely within the Owner's Unit (cats, fish, caged birds, etc.) will be permitted so long as there are no offending odors or noise to neighbors. All current and potential buyers shall hereby be deemed to be on actual and constructive notice of the Association's pet policy.

In the event any Owner seeks permission to keep an animal under the Fair Housing Laws and Regulations, the Home Owner must first apply to the Management Committee setting forth the grounds for the exception to this general covenant and restriction.

Consistent with this Article, additional rules and regulations may be adopted by the Board to further the objectives and intent of this restriction.

6.05 No Subdivision. No Unit or portions thereof may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership.

6.06 No Structural Alterations. No owner shall, without the prior written consent of a majority of the Owners, make or permit to be made any structural alteration, improvement, or addition in or to his or her Unit or to the Common Areas. No Owner shall, without the prior written consent of a majority of the Owners, do any act that would impair the structural soundness or integrity of the Building or the safety of property or impair any easement or hereditament appurtenant to the Project. Said written consent to be given by the Management Committee after soliciting a vote from the Owners.

6.07 No Obstructions. There shall be no obstruction of the Common Areas by any Owner. Owners shall neither store nor leave any of their property in the Common Areas, except the Limited Common Areas, except with the prior written consent of the Association which consent shall not be given without a majority vote of the Owners.

6.08 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, as authorized by a majority vote of the Owners, nothing shall be done or kept in any Unit, in the Common Areas, or in any Unit which would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would have to pay. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulations, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or guest of any Owner, and each Owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused by such owner, guests, lessees, licenses, or invitees.

6.09 Rules and Regulations. The Management Committee may establish reasonable rules and regulations concerning the use, operation and maintenance of the Common Area, facilities located thereon, and individual Units. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees, and agents until and unless such regulation, rule, or requirement shall be specifically overruled, cancelled, or modified by the Committee or the Association in a regular or special meeting by a vote of a majority of the owners. The Committee shall have the authority to (a) adopt minimum maintenance guidelines and standards, and (b) impose reasonable sanctions and monetary fines, which may be collected by lien and foreclosure, as provided in Article IX.

6.10 Construction Period Exemption. During the course of actual construction of any permitted structures or improvements, the provisions, covenants, conditions and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any of said provisions, covenants, conditions, or restrictions upon completing of the construction.

ARTICLE VII THE ASSOCIATION

7.01 Membership. Each Owner shall be entitled and required to be a member of the

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

7.02 Management Committee. Until such time as the responsibility for electing the Management Committee of the Association is turned over to the Owners in accordance with Utah law, the Declarant shall have the exclusive right to appoint all such Management Committee members.

7.03 Votes. The number of votes appurtenant to each respective condominium shall be as shown in **Exhibit "A"** attached hereto and by this reference made a part hereof. The number of votes appurtenant to each Condominium as shown in **Exhibit "A"** shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded.

7.04 Amplification. The provisions of this Article VII may be amplified by the Articles of incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE VIII

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.01 Maintenance of the Common Areas.

(a) **Maintenance of the Common Area.** The Association desires to maintain uniformity of quality and appearance in the Common Areas throughout the Project. To that end, the Association, subject to the rights and duties of the individual Unit Owners in their Area of Personal Responsibility, shall be responsible for the operation, management and control of the Area of Common Responsibility and all improvements thereon, which responsibility shall include the maintenance and repair of utility lines, pipes, wires, conduits and systems which are part of the Common Area; and maintenance of foundations, the exterior surfaces of each Building (stucco and brick), painting and staining when and where necessary, roof surfaces and roof systems, rain-gutters, downspouts, exterior wood trim, roads, common parking areas, green spaces, trees, shrubs, bushes and grass, perimeter walls and fences, common sidewalks, and all other improvements situated upon Common Area and not included within the Area of Personal Responsibility. The specification of duties of the Association with respect to a particular Common Area shall not be construed to limit its duties with respect to other Common Areas. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with monies from the Common Expense Fund, subject to the insurance and casualty loss

provisions contained in this Declaration.

(b) Default or Negligence If the Committee determines that any owner has failed or refused to discharge properly his or her obligation with regard to the Area of Personal Responsibility, i.e., maintenance, repair, or replacement of items for which he or she is responsible; or that the need for maintenance, repair, or replacement which is in the Area of Common Responsibility is caused through the willful or negligent act of any Owner, his or her agents (e.g. moving vans, delivery vans, etc.), employees, representatives, family, guests, lessees or invitees, then the Association may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expense. Such costs shall be added to and become a part of the assessment of which such Owner is subject and shall become a lien against the Unit, as provided in Article IX. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Committee. Unless the Management Committee determines otherwise because of extenuating circumstances, an Owner who has defaulted on his or her obligations hereunder shall have thirty (30) days after receipt of notice of default within which to complete the necessary maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within said thirty (30) days.

(c) Emergency. If the Committee determines that an emergency exists or that an Owner has not complied with the demand given by the Association as herein provided or that the need for maintenance or repair is in the Area of Common Responsibility, then the Association may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above. The Association or its agents or employees shall have a right of entry upon or into the Unit or Limited Common Area as necessary to perform such work and shall not be liable for trespass for such entry or work.

(d) Allocation of Costs and Expenses. Except as otherwise specifically provided herein, all costs associated with maintenance, repair, and replacement of Common Areas shall be a common expense to be allocated among all Units as part of the general assessment. All costs associated with maintenance, repair, and replacement of Units or the Area of Personal Responsibility shall be the Unit Owner's expense, unless otherwise determined by the Management Committee.

8.02 Manager. The Association may by written contract delegate, in whole or in part, to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund.

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

the Units.

8.04 Real and Personal Property. The Association may acquire and hold real, personal and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. All such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such fund.

8.05 Rules and Regulations. The Association, by a majority vote of Owners, may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Subject to Article XVII regarding dispute resolution, the Association may take judicial action against any owner to enforce compliance with such rules and regulations or other obligations of owners arising hereunder. Or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

8.06 Granting of Easements. The Association may, with a majority vote of the Owners, grant or create, on such terms as it deems advisable, utility and similar easements over, under, across and through the Common Areas.

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

ARTICLE IX ASSESSMENTS

9.01 Agreements to Pay Assessments. The Declarant, for each Condominium owned by it within the Project, and for and as the owner of the Project and every part thereof, hereby covenants with each Owner of any Condominium by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. The responsibility to pay assessments shall commence upon the delivery of the instrument(s) of conveyance and transfer to such Condominium Owner and shall terminate only upon delivery of the instrument(s) of conveyance and transfer to a succeeding Owner, irrespective of possession or occupancy of the Condominium. Such assessments shall be fixed, established and collected from time to time as provided in this Article IX.

9.02 Common Expense Fund. A general assessment of \$500 will be made of each Owner for the purpose of establishing a Common Expense Fund for use in connection with the management and operation of the Project. Upon resale, at the time of closing for each Unit, a similar assessment will be made of each new Owner.

9.03 Regular Assessments. Regular Assessments shall be computed and assessed against all condominiums in the Project as follows:

(a) **Common Expenses.** Regular Assessments shall be based upon the Association's actual expenses, and/or upon advance estimates of the Association's cash requirements to provide for payment of estimated expenses, arising out of or connected with maintenance and operation of the Common Areas and provision of utility services (to the extent not

separately metered or billed) and other common items to the Units. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management, taxes and special assessments, unless and until Condominiums are separately assessed premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance, wages for Association employees, including fees for a Manager, if any; utility charges (including charges for utility services to the Units to the extent not separately metered or billed), legal and accounting fees, any deficit remaining from a previous period, creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be included by the Association for the benefit of all of the Owners or by reason of this Declaration. All funds received from assessments under this Section 9.03 shall be part of the Common Expense Fund.

(b) Apportionment. The Association's expenses shall be apportioned among and assessed to all Owners in proportion to their respective undivided interests in the Common Areas.

(c) Annual Budget and Payment of Assessments.

(1) Annual Budget. On or before the 1st day of December, 1985, and on or before the 28th day of January of each year thereafter, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project. Each such budget, together with a written statement from the Association outlining a plan of operations for the year in question and justifying in every important particular the estimates made, shall be submitted to the Members in final draft on or before January 31 of each year thereafter. Such budget, with any changes therein, shall be adopted by the Members at each annual meeting of the Members. Said operating budget shall serve as a supporting document for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

(2) Annual Assessments. The total of estimated expenses in the annual budget shall be apportioned among all owners on the basis of the percentages of undivided ownership interest of the Common Areas appurtenant to their Unit(s). Prior to the first day of each month during the fiscal year covered by the Budget, (Feb 1 through Jan 31), each Owner shall pay to the Association, as his or her share of the Associations expenses, one-twelfth (1/12) of the amount so apportioned to his or her Unit. The dates and manner of payment shall be determined by the Association. The foregoing method of assessing the Common Expenses to the Unit Owners may be altered by the Association so long as the method it adopts is consistent with good accounting practice and requires that the portion of common Expenses borne by each Owner during a twelve-month period be determined on the basis of his or her undivided ownership interest. Each monthly installment of the annual assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid by such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment. All such payments shall become a part of the Common Expense fund referred to in Section 9.02 above.

(d) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the

procedure set forth in Section 9.04 below, except that the vote therein specified shall not be necessary.

9.04 Special Assessment. In addition to the Regular Assessments authorized by this Article, the Association may levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the total votes of the Association, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners, in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than fifteen (15) days after such notice shall have been mailed. All unpaid portions of any Special Assessment shall bear interest at the rate of twelve percent (12%) per annum from the date such portions become due until paid. All funds received from assessments under this Section shall become a part of the Common Expense Fund.

9.05 Lien for Assessments. All sums assessed to the Owner of any Condominium within the Project pursuant to the provisions of Article IV, Section 4.02 hereof, or pursuant to the provisions of this Article IX, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to said Article IV, Section 4.02 or pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium, and a description of the Condominium. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder for Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment; such lien may be enforced by Judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessment against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Condominium.

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

9.07 Statement of Account. Upon payment of a reasonable fee not to exceed \$25, and upon

written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the following: the amount of the unpaid assessments, if any, with respect to such Condominium; the amount of the current Regular Assessment and the date such assessment becomes or became due; credit for advanced payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

9.08 Personal Liability of Purchaser. Subject to the provision of Section 9.07, a purchaser of a Condominium shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Condominium up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

9.09 Amendment of Article. This Article IX shall not be amended unless the Owners of all condominiums in the Project unanimously consent and agree to such amendment by instruments duly recorded.

ARTICLE X

INSURANCE

10.01 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

(a) **Fire and Casualty Insurance.** The Association shall obtain a policy or policies of insurance on the Project in such amounts as shall provide for replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, which insurance shall be in accordance with coverage customarily maintained by other condominium projects similar in construction, design, age and use. Such insurance shall include for fire and coverage, for vandalism and malicious mischief, and such other risks and against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. It shall be the right and prerogative of each Owner to obtain and have individual insurance augmenting the foregoing described insurance as set forth hereinafter.

(b) **Public Liability and Property Damage Insurance.** The Association shall obtain a broad form or comprehensive liability insurance coverage, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include, without limitation, liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) **Workmen's Compensation Insurance.** The Association shall obtain and maintain workmen's compensation and employer's liability insurance and other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) **Fidelity Insurance or Bond.** The Association shall purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against

dishonesty of employees, destruction or disappearance of money or securities, and forgery.

10.02 Form of Insurance. Insurance coverage on the Project, insofar as possible, shall be in the following form:

(a) Casualty Insurance. Casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the Owners and for the Declarant, whether or not the Declarant is an Owner, and such policy or policies shall specify the interest of each owner (Owner's name, Unit number and the appurtenant undivided interest in the Common Areas). Each policy shall provide a standard, noncontributory mortgagee clause in favor of each Mortgage which from time to time shall give notice to the Association of its Mortgage. Each policy also shall provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each Owner, to the Declarant, and to each Mortgagee who has requested such notice in writing. The Association shall furnish to each owner and to each Mortgagee requesting the same, a certificate of coverage, including an identification of the Owner's interest.

(b) Public Liability and Property Damage Insurance. Public liability and property damage insurance shall name the Association as the insured, as trustee for each Owner, for the Manager, if any, and for the Declarant, whether or not the Declarant is an Owner, and shall protect each Owner, the Manager, if any, and the Declarant against liability for acts or omissions of any of them in connection with the ownership, operation, maintenance, or other use of the Project. Each such policy shall provide that it cannot be canceled either by the insured or the insurance Company until after ten (10) days' written notice to the Association, to each Owner and to the Declarant.

(c) Policies. The Association shall make every effort to secure insurance policies that will provide for the following:

(i) That the insurer shall waive subrogation as to any claims against the Association, the Manager, if any, the Owners, and their respective, servants, agents, and guests;

(ii) That the policy or policies on the Project cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Owners;

(iii) That the policy or policies on the Project cannot be canceled, invalidated, or suspended on account of the conduct of any trustee, officer, or employee of the Association, without a prior demand in writing that the Association cure the defect; and

(iv) That any "no other insurance" clause in the policy or policies on the Project shall exclude individual Owners policies from consideration;

(v) Allowing, at a favorable rate additional individual Owners' insurance on individual Units.

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

10.04 Adjustment and Contribution. Exclusive authority to adjust losses under policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance obtained and maintained by the Association hereunder be brought into

contribution with insurance purchased by individual owners' or their Mortgagees.

10.05 Owner's Own Insurance. Notwithstanding the provisions hereof, each Owner may obtain insurance at his or her own expense providing coverage upon his or her Condominium, his personal property, for his personal liability, and covering such other risk as he or she may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article. All such insurance of the Owners' Condominiums shall waive the insurance company's right of subrogation against the Association, other Owners, the Manager, if any, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of subrogation rights.

10.06 Review of Insurance The Association shall review annually the coverage and policy limits or any insurance on the Project and adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

ARTICLE XI **DAMAGE OR DESTRUCTION**

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

11.02 Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Areas having substantially the same vertical, and horizontal boundaries as before.

11.03 Procedures. In the event of damage to or destruction of any part of the Project other than as a result of a taking of a portion or the entire Project by eminent domain, the following procedures shall apply:

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

(b) Insurance Sufficient. If proceeds of the insurance maintained by the Association are alone sufficient to repair or reconstruct the damaged or destroyed portion of the Project, such repair or reconstruction shall be carried out.

(c) Insurance Insufficient/Less than 75% Destroyed. If less than seventy-five percent (75%) of the Building is destroyed or damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the owners shall be assessed a Special

Assessment for any deficiency. Such Special Assessment shall be allocated and collected as provided in Section 9.04 hereof, except that the vote therein specified shall not be necessary. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

(d) Insurance Insufficient - 75% or More Destroyed. If seventy-five percent (75%) or more of the building is destroyed or damaged, if proceeds of the Insurance maintained by the Association are not alone sufficient to accomplish repair or reconstruction and if the Owners within one hundred (100) days after the destruction or damage by a vote of at least seventy-five percent (75%) of the total votes of the Association elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (c) above. In the event that Owners holding at least seventy-five percent (75%) of the total votes of the Association vote, within one hundred (100) days after destruction of or damage to three-fourths (3/4) of the Building, not to repair or reconstruct, the Association shall file with the County Recorder for Salt Lake County, State of Utah a notice setting forth such facts. Upon filing of such notice, the following shall occur:

- (i) The Project shall be deemed to be owned in common by the Owners;
- (ii) The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;
- (iii) Any liens affecting any of the Condominiums shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owners in the Project; and
- (iv) The Project shall be subject to an action for partition at the suit of any owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, as set forth in **Exhibit "A"** hereto, after first paying out of the respective share of each Owner, to the extent sufficient for such purpose, all liens on the undivided interest in the Project owned by such Owner,

11.04 Repair or Reconstruction. As soon as practicable after receiving estimates of the cost of repair or reconstruction, the Association shall, if repair or restoration is to occur, diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the owners, and no consent or other action by any Owner shall be necessary in connection therewith. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

11.05 Disbursement of Funds for Repair or Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Section 11.03(c) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from

Insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owner's in proportion to their respective percentages of ownership of the Common Areas.

11.06 Amendment of Article. This Article XI shall not be amended unless the powers of all Condominiums in the Project unanimously consult and agree to such amendment by instruments, duly executed and recorded.

ARTICLE XII OBSOLESCENCE

12.01 Adoption of Plan. Owners holding eighty-five percent (85%) or more of the total votes of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction of the Project, provided that such plan has the unanimous approval of all first mortgagees of record at the time such plan is adopted. Written notice of adoption of such a plan, together with a copy of the plan, shall be given to all Owners.

12.02 Payment for Renewal and Reconstruction. The expense of renewal and reconstruction shall be payable by all of the Owners as assessments against their respective Condominiums. Such assessments shall be levied in advance and shall be allocated and collected as provided in Section 9.04, except that the vote therein specified shall not be necessary. Further levies, may be made in a like manner if the amounts collected prove insufficient to pay all costs of renewal or reconstruction. In the event amounts collected pursuant hereto are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each owner in an amount proportionate to the assessments levied by the Association.

12.03 Sale of Condominium Project. Notwithstanding other provisions hereof, the Owners may, by an affirmative vote of at least seventy-five percent (75%) of the total votes of the Association, at a meeting of owners duly called for such purpose, elect to sell or otherwise dispose of the Project. Such action shall be binding upon all Owners and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect such sale. The proceeds of any such sale shall be divided among all Owners in proportion to the undivided interest in the Common Areas owned by each respective Owner as set forth in Exhibit "A" hereto, after first paying out of the respective share of each Owner, to the extent sufficient for such purpose, all liens on the interest of such Owner in the Project.

12.04 Amendment of Article. This Article XII shall not be amended unless the Owners of all condominiums in the Project unanimously consent and agree to such amendment by instruments duly executed and recorded.

ARTICLE XIII CONDEMNATION

13.01 Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

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

13.03 Complete Taking. In the event the entire Project is taken by power of eminent domain, condominium ownership, pursuant thereto shall terminate and the condemnation award shall be allocated among and distributed to, the Owners in proportion to their respective undivided interests in the Common Areas. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

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

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

(i) The total amount apportioned to the taking of or injury to the Common Areas shall be allocated among and distributed to all Owner's (including Owners whose entire Units have been taken) in proportion to their respective undivided interests in the Common Areas;

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

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

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

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

And;

(vi) Distribution of allocated proceeds shall be made by check payable jointly to the respective Owners and their respective mortgagees, as appropriate.

(b) Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall not terminate, but shall continue. If any partial taking results in the taking of an entire Unit the Owner thereof shall cease to be a member of the Association. The Association shall reallocate the voting rights and the undivided interest in the Common Areas appertaining to such Unit in accordance with the Condominium Act.

(c) Reconstruction or Repair. Any reconstruction or repair necessitated by condemnation shall be governed by the procedures specified in Article XI hereof for cases of Damage or Destruction.

ARTICLE XIV

COMPLIANCE WITH DECLARATION AND BYLAWS

14.01 Compliance Each owner shall comply with the provisions of this Declaration, the

Articles of Incorporation and Bylaws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Owner.

14.02 Enforcement and Remedies. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any Supplemental or Amended Declaration, with respect to the Association or condominiums within the Project, shall be enforceable by the Declarant or by any Owner of a Condominium within the Project subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any Supplemental or Amended Declaration, with respect to a person or entity or property of a person or entity other than the Association or the Declarant shall be enforceable by the Declarant or the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

ARTICLE XV

MORTGAGEE PROTECTION

15.01 Mortgagee Protection Notwithstanding anything to the contrary contained in the Declaration or the Bylaws;

(a) Common Expenses shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

(b) No provision of this Declaration or the Bylaws shall give a Unit Owner, or any other party, priority over any rights of the first Mortgagee of the Unit pursuant to its Mortgage or otherwise in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Areas and Facilities.

(c) Any "right of first refusal" that may hereafter be added to this Declaration or the Bylaws shall not impair the rights of the first Mortgagors to:

(1) Foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage, or

(2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(3) Interfere with a subsequent sale or lease of Unit so acquired by the Mortgagee.

(d) Any agreement for professional management of the Project or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(e) 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 his Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(f) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage or foreclosure or deed in lieu of foreclosure of the Mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee.

(g) A first Mortgagee will be entitled to written notification from the Association of Unit Owners of any default in the performance by the Mortgagor/Unit owner of any obligations under this Declaration or by the Bylaws which is not cured within thirty (30) days.

(h) Unless all holders of the first mortgage liens on individual Units have given their prior written approval, the Association of Unit Owners shall not be entitled to:

(1) By act or omission, seek to abandon the Property or terminate the Condominium Regime except as provided by the Act in case of substantial loss to the Units, Common Areas and Limited Common Areas;

(2) Change the pro rata interest or obligations of any Unit for the purpose of: (i) levying assessments and charges and (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities and proceeds;

(3) Partition or subdivide any Unit, the Common Area, or Limited Common Area;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities. (The granting of easement for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause;

(5) Use hazard insurance proceeds for losses to the Property, (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such Property, except as provided by the Act in case of substantial loss to the Units and/or Common Areas and Facilities;

(i) Common Areas and Facilities, and all amenities such as parking, recreation and service areas shall be part of the Project and shall be fully installed, completed, and in operation for use by the Unit Owners prior to the sale and conveyance of the last Unit in the Condominium Regime.

(j) A Mortgagee who has acquired title to a Unit in the Project pursuant to any remedy under the Mortgage or any proceeding or procedure in lieu thereof, shall thereby become a member of the Association of Unit Owners.

(k) No Unit Owner or any other party shall have priority over any rights of a first Mortgagee of a Unit pursuant to its Mortgage or otherwise in the case of a distribution to

such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or Common Areas and Facilities. All first Mortgagees shall be entitled to receive such insurance proceeds and awards for losses to or a taking of Units and/or Common Areas and Facilities on a first priority basis, as provided In the Mortgage instruments.

(l) No provision in this section shall be amended without the consent of all first mortgagees.

(m) The holders of first Mortgages shall have the right to examine the books and records of the Property.

(n) Whenever there is a change in ownership of a Unit, the Association shall require that the new Unit Owner furnish the Association with the name of the holder of any first Mortgage affecting such Unit, The Association shall maintain a current roster of Unit Owners and of the holders of first Mortgages affecting Units in the Property.

ARTICLE XVI

GENERAL PROVISIONS

16.01 Intent and Purpose. The provisions of this Declaration, and any Supplemental or Amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any Supplemental or Amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

16.02 Construction. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act and to all other provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Declaration or any article, section, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

16.03 Registration of Mailing Address. Each Owner shall register from time to time with the Association his or her current mailing address. All notices or demands intended to be served upon any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the Owner at his or her registered mailing address, or, if no address has been registered, to the Unit of such Owner. All notices or demands intended to be served upon the Association may be sent by first class U.S. mail, postage prepaid, addressed to the Association at its current offices or to such other address as the Association may hereafter furnish to the Owners in writing. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. mail postage prepaid, and in the form provided for in this Section.

16.04 Audit. Any Owner may at any reasonable time, upon appointment and at his or her own expense, cause an audit or inspection to be made of the books and records maintained

by the Association. The Association, at the expense of the Common Expense Fund, shall obtain an audit, by certified public accountants, of all books and records pertaining to the Project at no greater than annual intervals and copies thereof shall be furnished to the Owners.

16.05 Amendment. Except as otherwise provided herein, this Declaration may be amended if owners holding at least fifty-one percent (51%) of the total votes in the Association consent and agree to such amendment by instruments duly recorded in the office of the County Recorder for Salt Lake County, State of Utah.

16.06 Effective Date. This Amended and Restated Declaration shall take effect upon recording.

16.07 Agent for Service. The agent for service of process shall be the current president of the Association and the Association shall cause such president's name and address to be listed in an appropriate instrument recorded in the office of the County Recorder for Salt Lake County, State of Utah.

16.08 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another owner or person in the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by the grossly negligent or intentional act of the Association. No diminution or abatement of any assessments under this declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the Project or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental authority.

16.09 Owners Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he or she may be leasing, renting, or selling under contract his Condominium. The Owner of a Condominium within the Project shall have no obligations for expenses or other obligations accruing after he or she conveys such Condominium.

ARTICLE XVII

DISPUTE RESOLUTION

17.01 Dispute Resolution.

(a) All Unit Owners and Management Committee Members hereby agree and are bound to the provisions herein; namely to not file suit or suits against each other in any court with respect to a "Claim" described in subsection (b) below, unless and until it has first submitted such "Claim" to the alternative dispute resolution procedures set forth in Section 17.02, in a good faith effort to resolve such claim(s). Tenants and/or renters are also bound by this Article and the same is deemed incorporated into the lease agreement between any Owner and Tenant, whether or not expressly stated therein.

(b) As used in this Section, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or related to:

(i) the interpretation, application, or enforcement of the Declaration, Bylaws, Articles of Incorporation, House Rules, and any amendments, revisions of supplements thereto (hereafter referred to as "Governing Documents");

(ii) The rights, obligations, and duties of anyone bound by, and arising from, the Association's Governing Documents;

(iii) The design, construction and maintenance of the improvements within the Association;

(c) The following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 17.02:

(i) Any suit by the Association to collect assessments due from an Owner;

(ii) any suit by the Association to obtain a temporary restraining order (or other emergency equitable relief as determined necessary by a majority of the Management Committee and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Governing Documents;

(iii) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Association's Declaration or Bylaws;

(iv) Any suit in which any indispensable party is not bound hereby; and

(v) any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required in Section 17.02(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

Article 17.02 MANDATORY DISPUTE RESOLUTION PROCEDURES

(a) Notice. A person asserting a Claim ("Claimant") against another person subject to this Section ("Respondent") shall give written notice ("Notice of Dispute") to each Respondent and to the Management Committee stating clearly and concisely:

(i) The nature of the Claim, including the persons involved and the Respondent's role in the Claim;

(ii) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

- (iii) The Claimant's proposed resolution or remedy; and
- (iv) The Claimant's desire to meet with the Respondent, to discuss in good faith, ways to resolve the Claim.

(b) Negotiation. The Claimant(s) and Respondent(s) shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim, or any other matter on which there is a complaint, by good faith negotiation. If requested in writing, accompanied by a copy of the Notice of Dispute, the Management Committee may appoint a representative to assist the parties in negotiating a resolution to the Claim.

(c) Mediation. If the dispute is not resolved within fifteen (15) days after the Respondent receives Notice of Dispute, any party may submit the dispute to mediation by delivering a request for mediation ("Mediation Notice") in the same manner as allowed for delivery of the Notice of Dispute.

(i) Selection of Mediator. The mediator shall then be selected within fifteen (15) days from the delivery of the Mediation Notice. It is the purpose of this provision to efficiently and timely address all such Claims. The mediator shall be selected by mutual agreement of the parties to the dispute. If the parties are unable to agree on a mediator, the mediator shall be selected by the entity providing the mediation service. No person shall serve as a mediator in any dispute in which the person has any financial or personal interest in the result of the mediation, except by written consent of all parties. Before accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process.

(ii) Position Letter; Pre-Mediation Conference. No later than twenty days (20) days after the selection of the mediator, each party to the dispute shall submit a letter ("Position Letter") to the named mediator containing:

- (A) A description of the party's position concerning the issues that needs to be resolved and;
- (B) A detailed description of the defects allegedly at issue; and
- (C) A suggested plan of repair, remediation, or correction.

The mediator may schedule a pre-mediation conference. All parties shall attend unless otherwise mutually agreed. The mediation shall be commenced within twenty (20) days after submittal of all Position Letters and shall be concluded within fifteen (15) days after the mediation began unless either (a) the mediator extends the mediation period, or (b) the parties mutually agree to extend the mediation period. The mediation shall be held in a place mutually acceptable to the parties.

(iii) Failure to Submit Claim. If the Claimant(s) does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant(s) shall be deemed to have waived the Claim, and the Respondent(s) shall be relieved of any and all liability to the Claimant(s) (but not third parties) on account of such Claim.

(iv) Failure to Settle. If the parties do not settle the Claim within thirty (30) days after the mediation begins, or within such time as determined reasonable by the mediator, the mediator shall, issue a notice of termination of the mediation proceedings, indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant(s) shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

(v) Expenses. Circumstance Where One Party Pays all Mediation Fees. Each party shall bear its own attorneys' fees and costs incurred in connection with the mediation. All other expenses of the mediation including the fees charged by the mediator and the cost of any proof or expert advice requested by the mediator shall be shared equally by the parties unless they agree otherwise. Notwithstanding anything herein to the contrary, if the mediator determines that either party is not negotiating in good faith, the mediator may terminate the mediation and the party responsible for the termination shall be responsible for paying all mediation fees for all parties. This determination, however, rests solely in the discretion of the mediator.

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

Article 17.03 Arbitration

Consistent with Utah Code Ann. §57-8-38, or as the same may be amended from time to time, any claim or controversy that cannot be resolved pursuant to this Article between any person bound by this Declaration and the Association or a representative of the Association that arises out of or relates to the ownership and use of a Unit or the Common Areas or Limited Common Areas of the Association, other than actions brought by and on behalf of the Association for (1) the collection of assessments and fines, or (2) respecting the enforcement of the Declaration of Condominium by or on behalf of the Management Committee, shall be submitted to arbitration according to regulations prescribed by the Association's Management Committee.

In the absence of any such regulations, arbitration shall proceed pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), although such arbitration need not proceed with the AAA. Each Owner, by acquiring or maintaining an ownership interest in the Association, agrees to arbitrate all such disputes according to this provision and the regulation prescribed by the Management Committee pursuant to this provision, and agrees that judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

[END OF AMENDED AND RESTATED CONDOMINIUM DECLARATION]

IN WITNESS WHEREOF, the undersigned have executed this Declaration:

Summerfield Condominiums Owners Association

Date: 11-2-07

Date: 11/2/07

By:

By:

Alyson L. Bergend

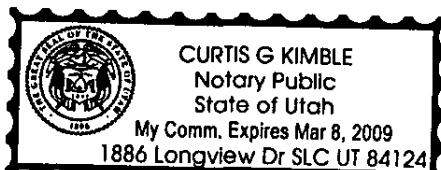
John J. McNamara

STATE OF UTAH)

:ss.

County of Salt Lake)

On the 2 day of Nov., 2007, personally appeared before me Alyson Bergend and John McNamara, who being by me duly sworn did say, each for himself, that they are the members of the Management Committee of Summerfield Owners Association and that the foregoing instrument was signed on behalf of the Association.



Curtis G Kimble

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
 (continued on the next page)

| Unit # | Square Feet | Address | Vote | Common Area Ownership Percentage |
|--------------|---------------|-----------------------|-----------|----------------------------------|
| 1 | 2,456 | 2352 E. 3900 S. | 1 | 3.540 |
| 2 | 2,876 | 2356 E. 3900 S. | 1 | 4.145 |
| 3 | 2,474 | 2360 E. 3900 S. | 1 | 3.565 |
| 4 | 2,474 | 2374 E. 3900 S. | 1 | 3.565 |
| 5 | 2,876 | 2380 E. 3900 S. | 1 | 4.145 |
| 6 | 2,456 | 2384 E. 3900 S. | 1 | 3.540 |
| 7 | 2,532 | 2385 E. Summerspring | 1 | 3.649 |
| 8 | 2,011* | 2389 E. Summerspring | 1 | 2.898 |
| 9 | 2,532* | 3948 S. Summerspring | 1 | 3.649 |
| 10 | 2,532* | 3954 S. Summerspring | 1 | 3.649 |
| 11 | 2,532* | 3958 S. Summerspring | 1 | 3.649 |
| 12 | 2,532* | 3964 S. Summerspring | 1 | 3.649 |
| 13 | 2,262* | 2359 E. Dayspring | 1 | 3.260 |
| 14 | 2,528* | 2363 E. Dayspring | 1 | 3.643 |
| 15 | 2,732* | 2369 E. Dayspring | 1 | 3.934 |
| 16 | 2,528* | 2373 E. Dayspring | 1 | 3.643 |
| 17 | 2,528* | 2377 E. Dayspring | 1 | 3.643 |
| | | Emergency Turn-Around | | |
| 18 | 2,528* | 2387 E. Dayspring | 1 | 3.643 |
| 19 | 2,739 | 2394 E. Dayspring | 1 | 3.947 |
| 20 | 2,576 | 2390 E. Summerspring | 1 | 3.712 |
| 21 | 2,739 | 2386 E. Summerspring | 1 | 3.947 |
| 22 | 2,739 | 2382 E. Summerspring | 1 | 3.947 |
| 23 | 2,576 | 2378 E. Summerspring | 1 | 3.712 |
| 24 | 2,576 | 2370 E. Summerspring | 1 | 3.712 |
| 25 | 2,739 | 2366 E. Summerspring | 1 | 3.947 |
| 26 | 2,739 | 2362 E. Summerspring | 1 | 3.947 |
| 27 | 2,576 | 2354 E. Summerspring | 1 | 3.712 |
| TOTAL | 69,383 | | 27 | 99.922 |

EXHIBIT "A"
(Continued)

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING at a point North 1753.45' and West 1836.77' from the Southeast corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian, thence running South 168.17', thence North 89 degrees 56'30" West 23.39', thence South 18 degrees 56'30" East 72.06', thence South 193.327', thence North 89 degrees 56'30" West 420.86', thence North 177.32', thence North 62 degrees 15' East 94.99' thence North 207.997', thence South 89 degrees 56'30" East 336.79' to the point of beginning. (3.69 acres more or less)

16-34-455-014-0000

TOGETHER WITH:

BEGINNING at a point North 1517.098' and West 1836.75' from the Southeast corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian, thence North 68.13', thence North 89 degrees 56'30" West 23.39', thence South 18 degrees 56'30" East 72.11' to the point of beginning. (.02 acres)

16-34-456-008-0000

EXHIBIT "B"

Phase II Additional Land

A part of the Southeast Quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Northeast corner of lot 38, SUNNYSIDE HEIGHTS SUBDIVISION, in Salt Lake County, Utah; said point of beginning being 1324.24 feet North and 1431.05 feet West from the Southeast corner of said Section 34; and running thence West 254.35 feet more or less along the North Boundary of said Sunnyside Heights Subdivision; thence North 435.06 feet to the South line of 3900 South Street; thence East 303.44 feet more or less along said South line of 3900 South Street to the West line of 2490 East Street, thence along said West line the following five (5) courses: South 125.23 feet; Southwesterly along the arc of a 136.92 foot radius curve to the right a distance of 54.15 feet (Long Chord bears South 11 19'44" West 53.79 feet); South 22 39'29" West 65.71 feet; Southwesterly along the arc of a 186.92 foot radius curve to the left a distance of 73.92 feet (Long Chord bears South 11 19'44" West 73.44 feet); and South 125.13 feet more or less to the point of beginning;

PLUS 1/2 of Adjacent Streets

Contains 2.79 Acres.

Commencing at a point 80 rods North and 102.16 rods West from the Southeast Corner of Section 34, Township 1 South Range 1 East of the Salt Lake Base and Meridian, and running thence South 9.67 rods; thence North 27 rods; thence East 9.67 rods; thence South 27 rods to the point of beginnings.

Less and Excepting:

A part of the Southeast quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Meridian, U.S. Survey:

Beginning at a point 1296.848 feet South and 387.536 feet South 89 56'58" East from the Northwest Corner of said Southeast Quarter of Section 34; said point is also 1324.24 feet North and 2257.63 feet West and 31.29 feet North from the Southeast Corner of said Section 34; and running thence North 89 56'58" West 78.77 feet; thence North 104.52 feet; thence North 62 15' East 89.01 feet; thence South 146.03 feet to the place of beginning.

EXHIBIT C
BYLAWS
OF
SUMMERFIELD OWNERS ASSOCIATION
A NONPROFIT CORPORATION

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Management Committee of Summerfield Owners Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01. Name. The name of the nonprofit corporation is Summerfield Owners Association, hereinafter the "Association."

1.02. Offices. The principal office of the Association shall be at the Project, hereinafter the "Project," situated upon the following described real property in Salt Lake County, State of Utah;

SUMMERFIELD OWNERS ASSOCIATION, SALT LAKE CITY, UTAH 84124
Legal Description of Property
As noted in Exhibit A of the Declaration

ARTICLE II

DEFINITIONS

2.01. Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in Article I of the Declaration of Condominium for Summerfield, a Condominium Project, hereinafter referred to as the "Declaration," shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.01. Annual Meetings. The annual meeting of the members shall be held on the 2nd Monday of February each year at 7:00 p.m., for the purpose of electing Management Committee members and transacting such other business as may come before the meeting. If the election of Management Committee members shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Management Committee shall cause the election to be held at a special meeting of the members as soon thereafter as may be convenient. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the members.

3.02. Special Meetings. Special meetings of the members may be called by the Management Committee, the president, or upon written request of members holding not less than twenty percent (20%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Management Committee or the president.

3.03. Place of Meetings. The Management Committee may designate any place in Salt Lake County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Management Committee. A waiver of notice signed by all members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.04. Notice of Meetings. The Management Committee shall cause written or printed notice of the time, place, and purposes of all meetings of the members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.05. Members of Record. Upon purchasing a Condominium in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Condominium has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the record of the Association on such record date as the Owners of record of Condominiums in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members.

3.06. Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than fifty per cent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for transaction of business.

3.07. Proxies. At each meeting of the members, each member entitled by vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in

writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08. Votes. With respect to each matter, including the election of Management Committee members, submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Condominium or Condominiums of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adopting of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these bylaws, the Declaration, or Utah law. The election of Management Committee members shall be by secret ballot. If a membership is jointly held, all or any holder thereof may attend each meeting of the members, but such holders must act unanimously to cast the votes relating to their joint membership.

3.09. Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining members present shall be deemed waived if no objection thereto is made at the meeting.

3.10. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE IV

MANAGEMENT COMMITTEE

4.01. General Powers. The property, affairs, and business of the association shall be managed by its Management Committee. The Management Committee may exercise all of the powers of the association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the members. The Management Committee may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.02. Number Tenure and Qualifications. The number of Management Committee members of the Association shall be five (5). The members shall elect five (5) Management committee members to serve as follows: Two management Committee members shall be elected to serve for a term of three (3) years; two Management Committee members shall be elected to serve for a term of two (2) years; and one Management Committee member shall be elected to serve for a term of one (1) year. At each annual meeting thereafter, the members shall elect for three (3) year terms the appropriate number of Management Committee members to fill all vacancies created by expiring terms of Management Committee members. Management Committee members must be members of the association.

4.03. Regular Meetings. The regular annual meeting of the Management Committee shall be held without other notice than this bylaw immediately after, and at the same place as,

the annual meeting of the members. The Management Committee may provide by resolution the time and place, within Salt Lake County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

4.04. Special Meetings. Special meetings of the Management Committee may be called by or at the request of any Management Committee member. The person or persons authorized to call special meetings of the Management Committee may fix any place, within Salt Lake County, State of Utah, as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Management Committee Member at his registered address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Management Committee member may waive notice of a meeting.

4.05. Quorum and Manner of Acting. A majority of the number of Management Committee members in office shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Management Committee members present at any meeting at which a quorum is present shall be the act of the Management Committee. The Management Committee members shall act only as a committee, and individual Management Committee members shall have no powers as such.

4.06. Compensation. No Management Committee member shall receive compensation for any service that he or she may render to the Association as a Management Committee member; provided however that Management Committee members may be reimbursed for expenses incurred in performance of their duties as Management Committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as Management Committee members.

4.07. Resignation and Removal. A Management Committee member may resign at any time by delivering a written resignation to either the president or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Management Committee member may be removed at any time, for or without cause, by the affirmative vote of two-thirds (2/3) of the total votes of the Association at a special meeting of the members duly called for such purpose.

4.08. Vacancies and Newly Created Memberships. If vacancies shall occur in the Management Committee by reason of the death or resignation of a Management Committee member, or if the authorized number of Management Committee members shall be increased, the Management Committee members then in office shall continue to act, and such vacancies or newly-created memberships shall be filled by a vote of the Management Committee members then in office, though less than a quorum, in any way approved by such Management Committee members at the meeting. Any vacancies in the Management Committee occurring by reason of removal of a Management Committee member may be filled by election by the members at the meeting at which such Management Committee member is removed. Any Management Committee member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly-created Membership, as the case may be.

4.09. Informal Action by Management Committee Members. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Management Committee members.

ARTICLE V

OFFICERS

5.01. Number. The officers of the Association shall be a president, a secretary, a treasurer, and such other officers as may from time to time be appointed by the Management Committee.

5.02. Election, Tenure, and Qualifications. The officers of the association shall be chosen by the Management Committee annually at the regular annual meeting of the Management Committee. In the event the Management Committee shall fail to choose officers at such regular annual meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular annual meeting of the Management Committee or otherwise) shall hold his office until the next ensuing regular annual meeting of the Management Committee and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the president may not also be the secretary or the treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The president, the secretary, and the treasurer shall be and remain Management Committee members of the Association during the entire term of their respective offices. No other officer need be a Management Committee member or a member of the association.

5.03 Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. The Management Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be members or Management Committee members of the Association.

5.04. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the president or the Management Committee. Unless otherwise specified therein; such resignation shall take effect upon delivery. Any officer may be removed by the Management Committee at any time, for or without cause.

5.05. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly-created offices may be filled by the Management Committee at any regular or special meeting.

5.06. The President. The president shall preside at meetings of the Management Committee and the meetings of the members. He shall sign on behalf of the Association all conveyances, mortgages documents, and contracts, and shall do and perform all other acts

and things that the Management Committee may require of him.

5.07. The Secretary. The secretary shall keep the minutes of the association and shall maintain such books and records as these Bylaws, and the Declaration, or any resolution of the Management committee may require him to keep. He shall be the custodian of the seal of the association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Management Committee may require of him.

5.08. The Treasurer. The treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and shall, when requested by the president to do so, report the state of the finances of the association at each annual meeting of the members and at any meeting of the Management Committee. He shall perform such other duties as the Management Committee may require of him.

5.09. Compensation. No officer shall receive compensation for any service that he may render to the association as an officer; provided however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI

COMMITTEES

6.01. Designation of Committees. The Management Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least two (2) Management Committee members. No committee member shall receive compensation for service that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

6.02. Proceedings of Committees. Each committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

6.03. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee, the presence of members constituting at least two-thirds (2/3) of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Management Committee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04. Resignation and Removal. Any member of any committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation either to the president, the Management Committee, or the presiding officer of the

committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05. Vacancies. If any vacancy shall occur in any committee designated by the Management Committee hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

ARTICLE VII

INDEMNIFICATION

7.01. Indemnification Third Party Actions. The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Management Committee member, officer, employee, or agent of the association, or is or was serving at the request of the association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceedings by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.02. Indemnification Association Actions. The Association shall have the power to indemnify, any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Management Committee member, officer, employee, or agent of the association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstance of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.03. Determination. To the extent that a Management Committee member, officer, employee, or agent of the association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under section 7.01 or 7.02 hereof shall be made by the association only upon a determination that indemnification of the Management Committee member, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.01 or 7.02 hereof. Such determination shall be made either by independent legal counsel in a written opinion, or by the Owners by a vote of at least fifty per cent (50%) of the total votes of the Association at any meeting duly called for such purpose.

7.04. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of the owners and upon receipt of an undertaking by or on behalf of the Management Committee member, officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the association as authorized by this Article.

7.05. Scope of Indemnification. The indemnification authorized by this Article shall apply to all present and future Management Committee members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Management Committee members, officers, employees, or agents of the association and shall inure to the benefit of the heirs, executors, and administrators of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.06. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Management Committee member, officer, employee, or agent of the association or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the state of Utah, as the same may hereafter be amended or modified.

7.07. Payments Out of Common Expense Fund. All payments made pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.01. Fiscal Year. The fiscal year of the association shall begin on the 1st day of January and end on the 31st day of December each year, except that the first fiscal year shall begin on the date of incorporation.

8.02. Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."

ARTICLE IX

RULES AND REGULATIONS

9.01. Rules and Regulations. The Association by a majority vote of the owners, may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, these Bylaws, or the Declaration. The members shall be provided with copies of all rules and regulations including copies of all amendments and revisions thereof.

ARTICLE X

AMENDMENTS

10.01. Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered or repealed and new bylaws may be made and adopted by a majority vote of Owners consenting to such amendment, alteration or repeal.

IN WITNESS THEREOF, the undersigned, constituting all of the Management Committee members of the Summerfield Owner Association, have hereunto set their hands this 30th day of January, 2007.

2008

Alyson L. Leyend
Debra S. Hansen
Janice A. Margotte
Mark
Robert Matheson

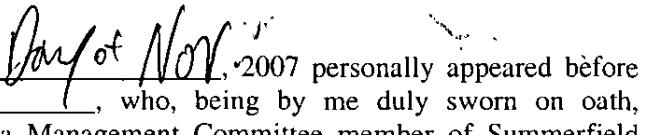
ACKNOWLEDGEMENTS

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

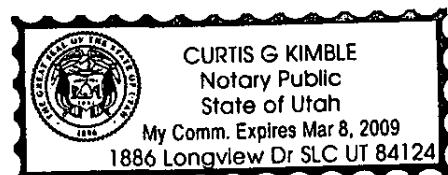
On the 2nd day of Day of Nov, 2007 personally appeared before me, Alyson Heyrend, who, being by me duly sworn on oath, acknowledged to me that he/she, as a Management Committee member of Summerfield Owners Association, executed the within and foregoing Bylaws.



NOTARY PUBLIC

Residing at _____

My Commission Expires:

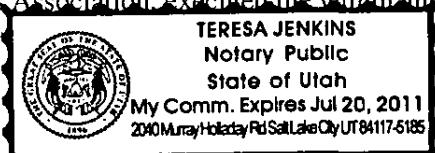


STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 17th day of October, 2007 personally appeared before me, John F. McNamara, who, being by me duly sworn on oath, acknowledged to me that he/she, as a Management Committee member of Summerfield Owners Association, executed the within and foregoing Bylaws.





NOTARY PUBLIC

Residing at _____

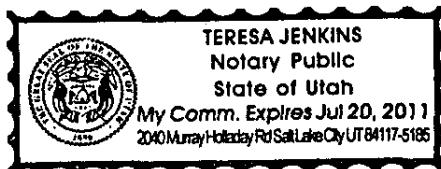
My Commission Expires:

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

On the 7 day of January, 2008 personally appeared before me, Janice M. Margotta who, being by me duly sworn on oath, acknowledged to me that he/she, as a Management Committee member of Summerfield Owners Association, executed the within and foregoing Bylaws.

Teresa Jenkins
NOTARY PUBLIC
Residing at _____

My Commission Expires:

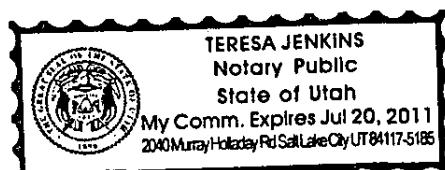


STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 15th day of January, 2008 personally appeared before me, MR. & MATT EARS, who, being by me duly sworn on oath, acknowledged to me that he/she, as a Management Committee member of Summerfield Owners Association, executed the within and foregoing Bylaws.

Teresa Jenkins
NOTARY PUBLIC
Residing at _____

My Commission Expires:



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

On the 30th day of January, 2008 personally appeared before me, Robert F. Mathiesen, who, being by me duly sworn on oath, acknowledged to me that he/she, as a Management Committee member of Summerfield Owners Association, executed the within and foregoing Bylaws.

Terese Jenkins
NOTARY PUBLIC
Residing at _____

My Commission Expires:

