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Mary Ann Trussell, Summit County Utah Recorder

07/21/2016 03:00:45 PM Fee \$155.00

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Sterling Drive Owners Association, Inc.

P.O. Box 2263

Park City, UT 84060

AMENDED AND RESTATED MAINTENANCE AGREEMENT

An Agreement was recorded in the office of the Summit County Recorder on April 3, 1996, as Entry No. 451430, regarding the maintenance and operation of a private roadway that is commonly referred to Sterling Drive. That prior Agreement is hereby amended and restated in its entirety to read as follows.

ARTICLE I

Definitions

1.01 Agreement. This instrument entitled Amended and Restated Maintenance Agreement, as the same may be amended from time to time.

1.02 Assessment. The charges levied and assessed against the Owners by the Association, whether as a regular annual Assessment, or a periodic special Assessment, as set forth more fully in Article IV below.

1.03 Association. The Sterling Drive Owners Association, Inc., a Utah nonprofit corporation.

1.04 Board. The Board of Trustees of the Association.

1.05 Bylaws. The Bylaws of the Association, as the same may be amended from time to time (a copy of which is attached hereto as Exhibit C).

1.06 Owner. The owners associations and record title owners of the real property abutting Sterling Drive as set forth in the signature pages attached hereto and incorporated herein by reference, and as further identified in Exhibit B hereto.

1.07 Sterling Drive. A parcel of property constituting a private roadway, title to which was conveyed to the Association pursuant to the Vesting Deed, and which is more particularly described as set forth in Exhibit A hereto and incorporated herein by reference.

1.08 Vesting Deed. A Quit-Claim Deed recorded in the Summit County Recorder's Office on September 13, 1993, as Entry No. 387040, vesting title to Sterling Drive in the Association.

ARTICLE II

Ownership & Use of Sterling Drive

2.01 Title to Sterling Drive. Sterling Drive is a private roadway, the legal title of which is vested in the name of the Association, but subject to any recorded private easements for ingress to and egress from abutting properties, and subject to any recorded easements for public and/or private utilities. The Association, through its Board, may hereafter grant utility and other easements in or across Sterling Drive as the Board deems appropriate.

(a) Sterling Drive shall be deemed to be owned in undivided fractional interests by the Owners as set forth in the signature pages and Exhibit B attached hereto and incorporated herein by reference, which undivided fractional interests shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a written amendment to this Agreement and recorded in the Summit County Recorder's Office.

(b) The undivided fractional interest in Sterling Drive assigned to each Owner shall be appurtenant to, and run with title to the real property abutting Sterling Drive owned by the respective Owners as set forth in the signature pages attached hereto and incorporated herein by reference. This Agreement shall be construed as covenants in the nature of equitable servitudes, which shall run with title to the real property abutting Sterling Drive owned by the respective Owners as set forth in the signature pages attached hereto and incorporated herein by reference, and shall be binding on all parties having any right, title or interest in or to the real property abutting Sterling Drive owned by the respective Owners as set forth in the signature pages attached hereto and incorporated herein by reference, or any part thereof, their heirs, successors and assigns. Every devise, encumbrance, conveyance or other disposition of a parcel of real property abutting Sterling Drive owned by an Owner as set forth in the signature pages attached hereto and incorporated herein by reference, shall be construed to be a devise, encumbrance, conveyance or other disposition of both the subject real property and all appurtenant rights created by law or by this Agreement, including, but not limited to, the appurtenant undivided fractional interest in Sterling Drive, and the appurtenant membership in the Association.

(c) Each Owner shall have the right to separately mortgage or otherwise encumber their real property abutting Sterling Drive as set forth in the signature pages attached hereto and incorporated herein by reference. No Owner shall attempt to, or shall have the right to, mortgage or otherwise encumber Sterling Drive or any part thereof, excepting only the undivided fractional interest therein appurtenant to their real property. In the event of any foreclosure, the provisions of this Agreement shall be binding upon any future Owner whose title to the subject real property is derived through foreclosure, whether by means of a non-judicial power of sale, judicial foreclosure, or otherwise.

(d) No Owner shall have the right to bring an action for partition of Sterling Drive.

2.02 Use of Sterling Drive.

(a) The Owners, and their guests, invitees and licensees, may use Sterling Drive for ingress to, and egress from, the properties abutting Sterling Drive.

(b) The entirety of Sterling Drive as described in the Vesting Deed and Exhibit A attached hereto may not necessarily be paved, and there may be unpaved shoulders alongside the actual paved road.

(c) The use of Sterling Drive by the Owner, and the Owners' guests, invitees and licensees, including parking regulations, etc., may be the subject of written rules and regulations adopted by the Board, to be effective no earlier than the distribution thereof to all Owners, which rules and regulations may be amended from time to time (with any and all such amendments to be effective no earlier than the distribution thereof to all Owners), which rules and regulations

may also provide for specified fines and/or penalties for the violation thereof, which fines and/or penalties may be collected by the Association in the same manner as an Assessment.

(d) Each Owner shall be responsible for ensuring that its guests, invitees and licensees comply with any rules and regulations governing Sterling Drive, and each Owner shall be vicariously liable for the actions of its guests, invitees and licensees with respect to Sterling Drive.

ARTICLE III

Maintenance of Sterling Drive

3.01 Association. The Association shall be responsible for managing, and providing all maintenance and repair services related to, Sterling Drive, including, but not limited to, snow removal, sanding or salting, periodic patching of the paved roadway, periodic overlays of the paved roadway, replacement of the entirety of the paved roadway, expanding the paved roadway, supervision of road cuts for utility repairs and the restoration of the paved road upon completion thereof, payment of property taxes, maintenance of such insurance as deemed appropriate by the Board, and such other services reasonably related to the operation and maintenance of Sterling Drive as the Owners might approve from time to time by majority vote in their capacities as members of the Association.

3.02 Property Manager. The Association may delegate any or all of its duties and responsibilities regarding Sterling Drive to a third party property manager, and such third party property manager may be compensated for such services by the Association, provided that: (a) the Association, through its Board, adequately supervises such third party property manager, and (b) although such third party property manager may have the power to administer and enforce any rules and regulations concerning Sterling Drive as duly adopted by the Board, such third party property manager shall have no power or authority to adopt or amend any such rules and regulations.

ARTICLE IV

Assessments

4.01 Annual Assessment. An annual Assessment shall be made against each Owner, whereby each Owner shall pay a proportionate share of the common expenses associated with Sterling Drive in the same proportion as each Owner's undivided interest in Sterling Drive as set forth in Exhibit B, attached hereto, and incorporated herein by reference.

(a) The amount and timing of payment of the annual Assessment shall be determined by the Board, after giving due consideration to the current expenses and future needs of the Association with respect to Sterling Drive, including but not limited to, the maintenance and repair of Sterling Drive, any property taxes and/or other assessments payable with respect to Sterling Drive, any insurance maintained by the Association, and the costs of any property manager services performed by or for the Association.

(b) Written notice of the amount of the annual Assessment, including the due date for payment thereof, or the due dates for installment payments thereof, shall be given to the Owners in the manner provided in the Bylaws for notice to members of the Association.

4.02 Special Assessment. From time to time the Association, through its Board, may impose a special Assessment upon each Owner for the purpose of defraying, in whole or in part, any expenses necessary or desirable to enable the Association to perform or fulfill its obligations,

functions, or purposes under this Agreement. Any special Assessment must receive the prior affirmative consent of Owners representing at least two-thirds (2/3) of the votes exercisable by Owners present in person or by written proxy at a meeting of the members pursuant to the provisions of the Bylaws.

4.03 Reserve Fund. The Board may elect to create and maintain a reserve fund for purposes capital expenditures related to Sterling Drive, including, but not limited to, the replacement of the paved roadway in its entirety. Such reserve fund may be funded with contributions from the annual Assessment and/or periodic special Assessments.

4.04 Collection of Assessments.

(a) If any Assessment, or portion of an Assessment payable in installments, is not actually received by the Association in full on or before the due date thereof, then:

(i) A late fee equal to ten percent (10%) of the past due amount shall automatically be added to the past due amount; and

(ii) Interest shall accrue on the past due amount, including the late fee added thereto, at the annual rate of twelve percent (12%), compounded monthly, which rate of interest shall apply to any judgment obtained by the Association with respect thereto.

(b) In the event the Association incurs any attorney fees in collecting any past due Assessment, the Owner responsible for the past due Assessment shall pay the Association's attorney fees incurred with respect to such past due Assessment, regardless of whether a lawsuit is filed, and which shall be payable immediately upon demand by the Association.

(c) All Assessments owed to the Association by an Owner, including, but not limited to, all interest, late fees, attorney fees, and costs of collection, shall be secured by a lien on such Owner's real property abutting Sterling Drive as set forth in the signature pages attached hereto and incorporated herein by reference. A notice of lien evidencing such lien may be recorded by the Association any time an Owner is delinquent in the payment of an Assessment.

(d) The Association's lien for unpaid Assessments may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of non-judicial powers of sale or judicial foreclosure for mortgages or trust deeds or in any other manner permitted by law in the state of Utah. In conjunction with any such sale or foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including attorney fees).

(i) The Board shall have the right and power on behalf of the Association to bid at any foreclosure sale up to the total amount owed to the Association with respect to such lien as of the date of the foreclosure sale. If the Association is the successful bidder at the foreclosure sale, the Board may hold, lease, mortgage, or convey the subject real property in the name of the Association.

(ii) Dwayne A. Vance, an attorney duly licensed to practice law in the state of Utah, is hereby appointed as the initial trustee for purposes of pursuing a non-judicial sale in foreclosure of any lien for an unpaid Assessment. The Association may appoint a duly qualified substitute or successor trustee at any time by recording a substitution of trustee against any real property subject to a lien governed by this Agreement for purposes of a non-judicial sale of that real property.

(e) The Association may pursue legal proceedings to obtain a monetary judgment against a delinquent Owner in conjunction with the foreclosure of the Association's lien or without foreclosing or otherwise waiving the Association's lien.

4.05 Statement of Account.

(a) Upon payment of a reasonable fee not to exceed the maximum amount permitted by law, and upon written request of any Owner, or prospective purchaser of real property abutting Sterling Drive owned by any Owner, the Board shall issue, or cause to be issued, a written statement setting forth the following:

(i) The total amount of unpaid Assessments, if any, owed by such Owner;
and

(ii) The amount of the current annual Assessment, any outstanding special Assessment, and the date or dates upon which installments thereof are due and payable.

(b) Such written statement shall be conclusive upon the Association in favor of any person who reasonably relies thereon in good faith.

(c) In the event that the Board fails to issue such written statement within ten (10) business days of the Board's receipt of the written request and payment in full of the fee related thereto, any unpaid Assessment owed by the subject Owner which became due prior to the written receipt of such request by the Board shall become subordinate to any interest in the subject real property held by the person requesting such statement (other than the current Owner of the subject real property).

4.06 Personal Obligation. Each Owner shall, by acquiring or in any way becoming vested with an interest in real property abutting Sterling Drive owned by the respective Owners as set forth in the signature pages attached hereto and incorporated herein by reference, be deemed to covenant and agree to pay to the Association the Assessments as provided in this Agreement. All such amounts shall be, constitute, and remain the personal obligation of the Owner of the subject real property at the time the Assessment becomes due. When more than one person or entity is a record Owner of a particular parcel of real property, the Assessments shall be, constitute, and remain the personal obligation of the several Owners jointly and severally regardless of the terms of any private agreement existing between such Owners to the contrary.

(a) No Owner shall exempt themselves or their real property from payment of Assessments by unilateral abandonment any rights or interest in or to Sterling Drive.

(b) In a voluntary conveyance of any subject real property, the grantor and the grantee in any such conveyance shall be jointly and severally personally liable for all unpaid Assessments applicable to the subject real property.

(c) In the event of an involuntary conveyance of the subject real property, the person who owned the subject real property when an Assessment became due and payable shall remain personally liable for payment of such Assessment notwithstanding the involuntary conveyance.

ARTICLE V
General Provisions

5.01 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Utah.

5.02 Term. This Agreement shall remain in full force and effect perpetually unless and until amended in whole or in part as provided for herein.

5.03 Public Dedication. Nothing in this Agreement is intended to constitute a public dedication of all or any portion of Sterling Drive for public use, or to prohibit a public dedication of Sterling Drive to Park City, provided that such public dedication receives the prior affirmative consent of Owners representing at two-thirds (2/3) of the votes exercisable by Owners present in person or by written proxy at a meeting of the members pursuant to the provisions of the Bylaws, and further provided that Park City agrees to accept such public dedication.

5.04 Interpretation.

(a) Captions are used in this Agreement for convenience only and are not intended to be used in the construction or in the interpretation of this Agreement.

(b) In this Agreement, whenever the context requires, the masculine, feminine and neuter genders include the other genders, and the singular number include the plural.

5.05 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and shall remain in full force and effect.

5.06 Attorney Fees. In the event of any litigation, action, arbitration, or other proceeding arising from this Agreement, or concerning the rights or duties of any party under this Agreement, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney fees incurred therein.

5.07 Waiver. No waiver of any term or provision of this Agreement, or any rule or regulation adopted by the Board pursuant to this Agreement, shall occur as a result of the passage of time, any course of dealing, any action or non-action, or in any manner whatsoever.

5.08 Amendment. This Agreement may be amended, modified, or supplemented (including, but not limited to, by means of a purported waiver) only by a written document expressly stating the intent that this Agreement be amended, changed or otherwise modified thereby, and pursuant to the prior affirmative consent of Owners representing at two-thirds (2/3) of the votes exercisable by Owners present in person or by written proxy at a meeting of the members pursuant to the provisions of the Bylaws.

5.09 Authority. Any individual executing this Agreement on behalf of an entity hereby unconditionally represents and warrants that they are duly authorized to execute this Agreement on behalf of such entity and to cause such entity to be legally bound thereby.

5.10 Counterparts. This Agreement may be executed in counterparts.

Dated effective as of the 25th day of June, 2016.

DEER VALLEY RIDGE AT SILVER LAKE ASSOCIATION OF UNIT OWNERS, a Utah nonprofit corporation, hereby:

- (1) Represents that it is the governing body with authority over the Deer Valley Ridge at Silver Lake Condominiums as set forth in that map recorded in the office of the Summit County Recorder on January 9, 1986, as Entry No. 244689, as amended;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property contained within the Deer Valley Ridge at Silver Lake Condominiums, which is more particularly described as:

UNITS 1-24, DEER VALLEY RIDGE AT SILVER LAKE CONDOMINIUMS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

PARCEL NOS. DRID-1, DRID-2, DRID-3, DRID-4, DRID-5, DRID-6, DRID-7, DRID-8, DRID-9, DRID-10, DRID-11, DRID-12, DRID-13, DRID-14, DRID-15, DRID-16, DRID-17, DRID-18, DRID-19, DRID-20, DRID-21, DRID-22, DRID-23 & DRID-24; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto, on behalf of the individual owners of the above-referenced real property.

Dated this 8th day of June, 2016.

DEER VALLEY RIDGE AT SILVER LAKE ASSOCIATION OF UNIT OWNERS

By: R Winslow White
(signature)

R WINSLOW WHITE
(printed name & title)

Acknowledgment

State of Utah)

County of Summit) : ss

On this the 8 day of June, 2016, personally appeared before me, R Winslow White whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing instrument in their capacity as of DEER VALLEY RIDGE AT SILVER LAKE ASSOCIATION OF UNIT OWNERS, and that they did so of their own voluntary act for its stated purpose.



SUSAN BROSE McKEON
Notary Public, State of Utah
Commission #670051
My Commission Expires
September 13, 2017

Susan Brose McKeon
Notary Public

AMENDED AND RESTATED MAINTENANCE AGREEMENT

SILVERBIRD HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation, hereby:

- (1) Represents that it is the governing body with authority over the Silver Bird Condominiums as set forth in that map recorded in the office of the Summit County Recorder on October 22, 1982, as Entry No. 197341, as amended;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property contained within the Silver Bird Condominiums, which is more particularly described as:

UNITS 25-30, SILVER BIRD CONDOMINIUMS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

PARCEL NOS. SBD-25, SBD-26, SBD-27, SBD-28, SBD-29 & SBD-30; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto, on behalf of the individual owners of the above-referenced real property.

Dated this 8th day of June, 2016.

SILVERBIRD HOMEOWNERS ASSOCIATION

By: *Bruce Morra*

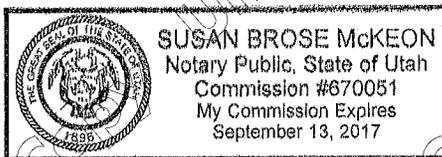
(signature)

Bruce Morra, President
(printed name & title)

Acknowledgment

State of Utah
County of Summit : ss

On this the 8 day of June, 2016, personally appeared before me, Bruce Morra, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing instrument in their capacity as President of SILVERBIRD HOMEOWNERS ASSOCIATION, and that they did so of their own voluntary act for its stated purpose.



Susan Brose McKeon
Notary Public

TWIN PINES AT SILVER LAKE OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, hereby:

- (1) Represents that it is the governing body with authority over the Twin Pines at Silver Lake Condominiums as set forth in that map recorded in the office of the Summit County Recorder on January 22, 1992, as Entry No. 353083, as amended;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property contained within the Twin Pines at Silver Lake Condominiums, which is more particularly described as:
 UNITS 1-8 & 8A, TWIN PINES AT SILVER LAKE CONDOMINIUMS,
 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN
 THE SUMMIT COUNTY RECORDER'S OFFICE.
 PARCEL NOS. TWP-1, TWP-2, TWP-3, TWP-4, TWP-5, TWP-6, TWP-7, TWP-8 &
 TWP-1-8A; and
- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto, on behalf of the individual owners of the above-referenced real property.

Dated this 25 day of April, 2016.

TWIN PINES AT SILVER LAKE OWNERS ASSOCIATION, INC.

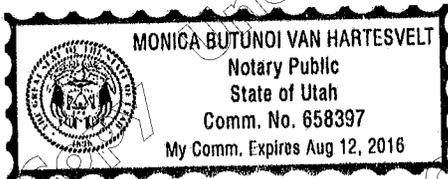
By: [Signature]
(signature)

DAVID LEISURE Pres. HOA
(printed name & title)

Acknowledgment

State of Utah)
County of Summit : ss

On this the 25th day of April, 2016, personally appeared before me, DAVID LEISURE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing instrument in their capacity as PRESIDENT of TWIN PINES AT SILVER LAKE OWNERS ASSOCIATION, INC., and that they did so of their own voluntary act for its stated purpose.



[Signature]
Notary Public

The undersigned:

- (1) Represents that they are the owner of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

UNIT A, CONTAINED IN THE COTTAGES CONDOMINIUMS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE

PARCEL NO. COT-A; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this 9 day of June, 2016.

HARLAN J. CADINHA 1996
DECLARATION OF TRUST,
DATED JUNE 12, 1996

By: [Signature]
Harlan J. Cadinha, Trustee

Acknowledgment

State of Hawaii
City & County of Honolulu :ss

On this the 9th day of June, 2016, personally appeared before me, HARLAN J. CADINHA, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he was duly authorized to execute the foregoing instrument in his capacity as TRUSTEE of the HARLAN J. CADINHA 1996 DECLARATION OF TRUST, DATED JANUARY 23, 1996, and that he did so of his own voluntary act for its stated purpose.



[Signature]
Notary Public
My commission Expires 9/19/2016

The undersigned:

- (1) Represents that they are the owner of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

UNIT B, CONTAINED IN THE COTTAGES CONDOMINIUMS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE

PARCEL NO. COT-B; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this 13th day of JUNE, 2016.

CAROL B. KERLAKIAN TRUST,
DATED JULY 6, 1990

By: *Carol Kerlakian*
Carol B. Kerlakian, Trustee

Acknowledgment

State of Ohio)
County of Hamilton : ss

On this the 13th day of June, 2016, personally appeared before me, CAROL B. KERLAKIAN, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized to execute the foregoing instrument in her capacity as TRUSTEE of the CAROL B. KERLAKIAN TRUST, DATED JULY 6, 1990, and that she did so of her own voluntary act for its stated purpose.



Anita J. Zompero
Notary Public, State of Ohio
My Commission Expires 02-17-2020

Anita J. Zompero
Notary Public

The undersigned:

- (1) Represents that they are the owner of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

UNIT C, CONTAINED IN THE COTTAGES CONDOMINIUMS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE

PARCEL NO. COT-C; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this 14 day of June, 2016.

Suzanne P. Case
 SUZANNE P. CASE

Acknowledgment

State of NEW YORK)
 : ss
 County of NEW YORK)

On this the 14TH day of JUNE, 2016, personally appeared before me, SUZANNE P. CASE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she executed the foregoing instrument of her own voluntary act for its stated purpose.

Laraine Sabatino-Lugo
 Notary Public

LARAIN SABATINO-LUGO
 Notary Public, State of New York
 No. 31-4669344
 Qualified in New York County
 Commission Expires Feb. 28, 2019



The undersigned:

- (1) Represents that they are the owner of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

UNIT C-1, CONTAINED IN THE COTTAGES CONDOMINIUMS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE

PARCEL NO. COT-C-1; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this 14th day of June, 2016.



 ROBERT A. CASE

Acknowledgment

State of NEW YORK)
 : ss
 County of NEW YORK)

On this the 14th day of JUNE, 2016, personally appeared before me, ROBERT A. CASE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument of his own voluntary act for its stated purpose.



 Notary Public

LARAIN SABATINO-LUGO
 Notary Public, State of New York
 No. 31-4669344
 Qualified in New York County
 Commission Expires Feb. 28, 2019

The undersigned:

- (1) Represents that they are the owner of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

UNIT D, CONTAINED IN THE COTTAGES CONDOMINIUMS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE

PARCEL NO. COT-D; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this 14th day of June, 2016.

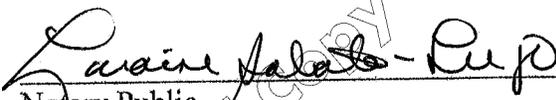


 ROBERT A. CASE

Acknowledgment

State of NEW YORK)
 : ss
 County of NEW YORK)

On this the 14th day of JUNE, 2016, personally appeared before me, ROBERT A. CASE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument of his own voluntary act for its stated purpose.



 Notary Public

LARAIN SABATINO-LUGO
 Notary Public, State of New York
 No. 31-4669344
 Qualified in New York County
 Commission Expires Feb. 28, 2019

The undersigned:

- (1) Represents that they are the owner of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

LOT 1, KNOLLHEIM SUBDIVISION, PHASE I, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

PARCEL NO. KH-P, and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this 17 day of JUNE, 2016.

CHELTENHAM ASSOCIATES,
an Ohio general partnership

By: Rebecca W. Uritus
(signature)

Rebecca W. Uritus, Managing Partner
(printed name & title)

Acknowledgment

State of Ohio
County of Franklin : ss

On this the 17th day of June, 2016, personally appeared before me, Rebecca Uritus, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing instrument in their capacity as Managing Partner of CHELTENHAM ASSOCIATES, and that they did so of their own voluntary act for its stated purpose.



CHELISIE WOOD
Notary Public, State of Ohio
My Comm. Expires Feb. 6, 2018
Recorded in Franklin County

Chelsie Wood
Notary Public

The undersigned:

- (1) Represents that they are the owner of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

LOT 2, KNOLLHEIM SUBDIVISION, PHASE I, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

PARCEL NO. KH-2, and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this 12 day of July, 2016.

William C. Ligety
Profit Sharing Plan
W. Ligety

Cynthia M. Sharp
Profit Sharing Plan
C. Sharp

Amelia Miskin

HAPPY CAMPERS, LLC,
a Utah limited liability company.

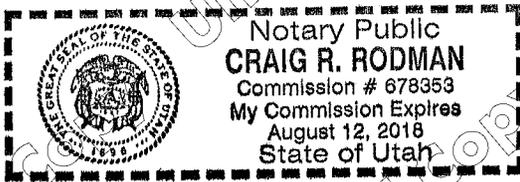
By: [Signature]
(signature)

William C. Ligety, Managing Member
(printed name & title)

Acknowledgment

State of Utah
County of Summit : ss

On this the 12 day of July, 2016, personally appeared before me, William C. Ligety, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing instrument in their capacity as MANAGING MEMBER of HAPPY CAMPERS, LLC, and that they did so of their own voluntary act for its stated purpose.



[Signature]
Notary Public

The undersigned:

- (1) Represents that they are the owner of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

LOT 3, KNOLLHEIM SUBDIVISION, PHASE I, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

PARCEL NO. KH-3; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this 8 day of June, 2016.

7700 STERLING DR LLC,
a Utah limited liability company

By: [Signature]
(signature)

Robert W. McHugh, Managing Member
(printed name & title)

Acknowledgment

State of Connecticut
County of Fairfield : ss

On this the 8th day of June, 2016, personally appeared before me, Robert McHugh, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing instrument in their capacity as Managing Member of 7700 STERLING DR LLC, and that they did so of their own voluntary act for its stated purpose.

[Signature]
Notary Public

My Commission Expires
5/31/19

Page 18 of 24

The undersigned:

- (1) Represents that collectively they are the owners of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

LOT 4, KNOLLHEIM SUBDIVISION, PHASE I, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

PARCEL NO. KH-4; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this 15 day of June, 2016.

JACQUELINE GLYNN BRANDIN
REVOCABLE TRUST DATED 5/7/04

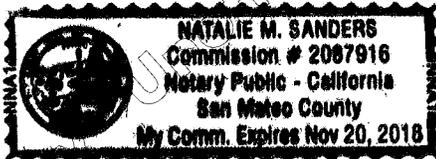
By: Jacqueline Glynn Brandin
(signature)

Jacqueline Glynn Brandin
(printed name & title)

Acknowledgment

State of California
County of San Mateo : ss

On this the 15 day of June, 2016, personally appeared before me, Jacqueline Glynn Brandin, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing instrument in their capacity as Trustee of the JACQUELINE GLYNN BRANDIN REVOCABLE TRUST DATED 5/7/04, and that they did so of their own voluntary act for its stated purpose.



Natalie M. Sanders
Notary Public

{Additional Signatures & Acknowledgements of Knollheim Lot 4 Owners on Following Pages}

{Additional Owner of Lot 4, Knollheim Subdivision, Phase I, Parcel No. KH-4}

Dated this 16 day of June, 2016.

ALEXANDRA D. GLYNN REVOCABLE
TRUST DATED 4/12/04

By: Alexandra Glynn Rowe
(signature)

Alexandra Glynn Rowe
(printed name & title)

Acknowledgment

State of California
County of San Mateo : ss

On this the 16 day of June, 2016, personally appeared before me, Alexandra Glynn Rowe, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing instrument in their capacity as Trustee of the ALEXANDRA D. GLYNN REVOCABLE TRUST DATED 4/12/04, and that they did so of their own voluntary act for its stated purpose.



Natalie Sanders
Notary Public

{Additional Signatures & Acknowledgements of Knollheim Lot 4 Owners on Following Pages}

{Additional Owner of Lot 4, Knollheim Subdivision, Phase I, Parcel No. KH-4}

Dated this _____ day of _____, 2016.

ELIZABETH C. GLYNN
REVOCABLE TRUST

By: _____
(signature)

(printed name & title)

Acknowledgment

State of _____)

: ss

County of _____)

On this the _____ day of _____, 2016, personally appeared before me, _____ whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they were duly authorized to execute the foregoing instrument in their capacity as _____ of the ELIZABETH C. GLYNN REVOCABLE TRUST, and that they did so of their own voluntary act for its stated purpose.

Notary Public

The undersigned:

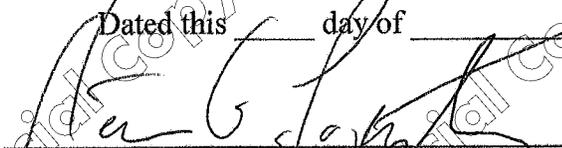
- (1) Represents that collectively they are the owners of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is commonly known as 7780 Sterling Drive, Park City, Utah 84060, and is more particularly described as:

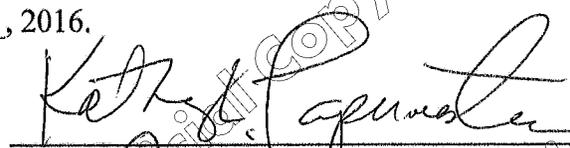
BEGINNING AT A POINT WHICH LIES 454.37 FEET NORTH AND 696.93 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 69°00'00" EAST 30.50 FEET TO A POINT OF CURVATURE OF A 192.82 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 192.82 FOOT RADIUS CURVE TO THE RIGHT 171.64 FEET (LONG CHORD BEARS SOUTH 85°30'00" EAST 166.02 FEET); THENCE SOUTH 60°00'00" EAST 68.15 FEET; THENCE SOUTH 19°50'00" WEST 154.63 FEET; THENCE NORTH 70°10'00" WEST 116.90 FEET; THENCE SOUTH 69°00'00" SECONDS WEST 40.90 FEET; THENCE NORTH 18°30'00" WEST 165.16 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE PLAT OF KNOLLHEIM PHASE I SUBDIVISION, PARCEL NO. PCA-1200-3-H; and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

Dated this _____ day of _____, 2016.


STEVEN G. PAPERMASTER

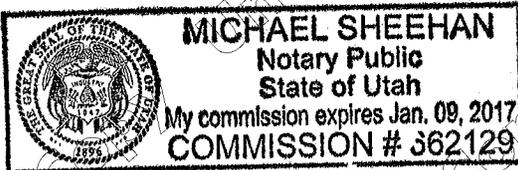

KATHY J. PAPERMASTER

Acknowledgment

State of UTAH)

County of Summit) : ss

On this the 25 day of June, 2016, personally appeared before me, STEVEN G. PAPERMASTER and KATHY J. PAPERMASTER, whose identities are personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that they executed the foregoing instrument of their own voluntary act for its stated purpose.




Notary Public

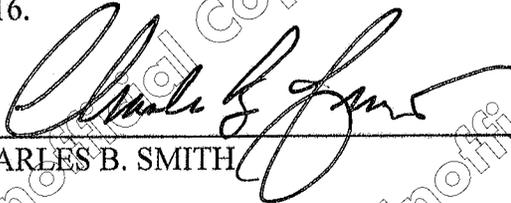
The undersigned:

- (1) Represents that he is the owner of the real property described below;
- (2) Consents to the foregoing Agreement, and hereby submits to the foregoing Agreement the real property which is more particularly described as:

ALL OF LOT 2, ALPEN ROSE SUBDIVSIION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MAY 12, 1989, AS ENTRY NO. 308108, OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, PARCEL NO. AR-2, and

- (3) Hereby agrees to pay the Assessments related to the above-referenced real property, in the proportion set forth in Exhibit B hereto.

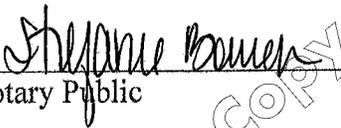
Dated this 17 day of JUNE, 2016.


 CHARLES B. SMITH

Acknowledgment

State of Utah)
) : ss
 County of Summit)

On this the 17th day of JUNE, 2016, personally appeared before me, CHARLES B. SMITH, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument of his own voluntary act for its stated purpose.


 Notary Public

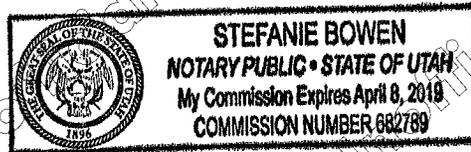


EXHIBIT A

LEGAL DESCRIPTION OF STERLING DRIVE

Beginning at point which is due South 471.99 feet and due East 323.11 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on a 13.690 foot radius curve to the left (center bears North 53°05'50" East); thence Easterly along the arc of said curve 24.993 feet to appoint on a 75.00 foot radius compound curve to the left (center bears North 51°30'00" West 75.00 feet of which the central angle is 64°40'00"); thence Northeasterly along the arc of said curve 84.649 feet to a point of tangency; thence North 26°10'00" West 307.57 feet to a point on a 356.049 foot radius curve to the right (center bears North 63°50'00" East 356.049 feet of which the central angle is 51°10'00"); thence Northerly along the arc of said curve 317.962 feet to a point of tangency; thence North 25°00'00" East 33.64 feet to a point on a 355.000 foot radius curve to the right (center bears South 65°00'00" East 355.00 feet of which the central angle is 44°00'00"); thence Northeasterly along the arc of said curve 272.621 feet to a point of tangency; thence North 69°00'00" East 304.35 feet to a point on a 242.825 foot radius curve to the right (center bears South 21°00'00" East 242.825 feet of which the central angle is 51°00'00"); thence Southeasterly along the arc of said curve 216.143 feet to a point of tangency; thence South 60°00'00" East 126.05 feet to a point on a 75.000 foot radius curve to the left (center bears North 30°00'00" East 75.000 feet of which the central angle is 28°00'00"); thence Southeasterly along the arc of said curve 36.652 feet to a point on a 19.757 foot radius curve to the left (center bears North 2°00'00" East 19.757 feet of which the central angle is 76°21'27"); thence Northeasterly along the arc of said curve 26.330 feet to appoint on a 170.000 foot radius curve to the left (center bears South 74°21'27" East 170.000 feet of which the central angle is 27°17'07"); thence Southwesterly along the arc of said curve 80.957 feet to a point on a 19.757 foot radius curve to the left (center bears South 78°21'27" West 19.757 feet of which the central angle is 76°21'27"); thence Northwesterly along the arc of said curve 26.330 feet to a point on a 125.000 foot radius reverse curve to the right (center bears North 2°00'00" East 125.000 feet of which the central angle is 28°00'00"); thence Northwesterly along the arc of said curve 61.087 feet to a point of tangency; thence North 60°00'00" West 126.05 feet to a point on a 192.825 foot radius curve to the left (center bears South 30°00'00" West 192.825 feet of which the central angle is 51°00'00"); thence Northwesterly along the arc of said curve 171.638 feet to a point of tangency; thence South 69°00'00" West 304.35 feet to a point on a 305.00 foot radius curve to the left (center bears South 21°00'00" East 305.00 feet of which the central angle is 44°00'00"); thence Southwesterly along the arc of said curve 234.224 feet to appoint of tangency; thence South 25°00'00" West 33.64 feet to a point on a 306.049 foot radius curve to the left (center bears South 65°00'00" East 306.049 feet of which the central angle is 51°10'00"); thence Southeasterly along the arc of said curve 273.311 feet to a point of tangency; thence South 26°10'00" East 307.57 feet to a point on a 125.000 foot radius curve to the right (center bears South 63°50'00" West 125.00 feet of which the central angle is 63°58'22"); thence Southwesterly along the arc of said curve 139.568 feet to a point on a 15.000 radius reverse curve to the left (center bears South 52°11'38" East 15.000 feet of which the central angle is 104°32'18"); thence Southeasterly along the arc of said curve 27.369 feet to a point on a 167.210 foot radius curve to the right (center bears North 23°16'04" East 167.210 feet of which the central angle is 29°49'46"); thence Northwesterly along the arc of said curve 87.053 feet to the point of beginning. Contains 1.9677 acres more or less.

Parcel No. PCA-1200-3-N

In the event of any discrepancy between the above legal description, and the legal description set forth in the Quit-Claim Deed recorded in the office of the Summit County Recorder on September 13, 1993, as Entry No. 387040, the legal description set forth in such Quit-Claim Deed shall control.

AMENDED AND RESTATED MAINTENANCE AGREEMENT

Exhibit A

EXHIBIT B

<u>Property</u>	<u>Percentage Interest/Votes</u>
Deer Valley Ridge at Silver Lake Association of Unit Owners	26.22%
Silverbird Homeowners Association.....	8.97%
Enclave Owners Association, Inc.	7.95%
Twin Pines at Silver Lake Owners Association, Inc.....	14.94%
Cottages Unit A (7665 Sterling Drive)	4.8%
Cottages Unit B (7635 Sterling Drive)	4.8%
Cottages Unit C (7380 Woodland View Drive).....	2.4%
Cottages Unit C-1 (7380 Woodland View Drive)	2.4%
Cottages Unit D (7545 Sterling Drive)	4.8%
Knollheim Subdivision Lot 1 (7650 Sterling Drive)	3.37%
Knollheim Subdivision Lot 2 (7670 Sterling Drive)	3.37%
Knollheim Subdivision Lot 3 (7700 Sterling Drive)	3.37%
Knollheim Subdivision Lot 4 (7740 Sterling Drive)	3.37%
7780 Sterling Drive.....	6.74%
Alpen Rose Lot #2 (7850 Sterling Drive).....	2.50%
<hr/>	
Total Percentage Interest/Votes	100.00%

EXHIBIT C

Bylaws of Sterling Drive Owners Association, Inc.

AMENDED AND RESTATED MAINTENANCE AGREEMENT

Exhibit C

BYLAWS
OF
STERLING DRIVE OWNERS ASSOCIATION, INC.
a Utah nonprofit corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act") and the Articles of Incorporation of Sterling Drive Owners Association, Inc., the Board of Trustees of Sterling Drive Owners Association, Inc. hereby adopts the following Bylaws of Sterling Drive Owners Association, Inc., a Utah nonprofit corporation (the "Association").

ARTICLE I
Organization, Offices and Property

1.01 Name. The name of the Association is Sterling Drive Owners Association, Inc.

1.02 Principal Place of Business. The street address of the Association's principal place of business is currently 8022 Woodland View Drive, Unit 121, Park City, Utah 84060 (mailing address: P.O. Box 2263, Park City, Utah 84060). The Association's principal place of business may be changed from time to time as the Board of Trustees may determine. The business operations of the Association may be conducted at the principal place of business identified above and/or at such other locations as the Board of Trustees may determine from time to time.

1.03 Property. All property and assets of the Association shall be owned by, and be held in the name of, the Association as an entity, and no trustee, officer or member shall have any ownership interest in such property or assets in their individual capacity.

1.04 Individual Obligations. The property and assets of the Association shall be used solely for the benefit of the Association, and no property or asset of the Association shall be transferred or encumbered for or in payment of the individual obligation of any trustee, officer or member.

1.05 Further Instruments. The Association and its trustees, officers and members shall execute, acknowledge, file and record such other instruments as may be required by these Bylaws, the Articles of Incorporation, the Act, or otherwise by law.

ARTICLE II
Members

2.01 Place of Meetings. Meetings of members shall be held at any place within Summit County, Utah, which shall be designated by the Board of Trustees. In the absence of any such designation, members' meetings shall be held at the principal office of the Association.

2.02 Annual Meetings. The annual meeting of members shall be held each year on a date and at a time designated by the Board of Trustees. However, in no event shall such date be more than three (3) months after the end of the immediately preceding fiscal year or more than fifteen (15) months after the immediately preceding annual meeting. At each annual meeting trustees shall be elected as needed, and any other proper business may be transacted.

2.03 Special Meetings.

(a) A special meeting of members may be called by a majority of the Association's trustees or its President, and must be called by the President if requested by members representing not less than twenty-five percent (25%) of the votes entitled to be cast at such meeting.

(b) If a special meeting is requested by any members, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally, or sent by registered mail return receipt requested, or by facsimile transmission, to the President or Secretary of the Association. The President shall cause notice to be promptly given to the members entitled to vote, in accordance with the provisions of Sections 2.04 and 2.05 hereof, that a meeting will be held at the time requested by the members calling the meeting, not less than thirty (30) nor more than sixty (60) calendar days after the receipt of the request by the President or Secretary. If the notice is not given within twenty (20) calendar days after receipt of the request by the President or Secretary, the members requesting the meeting may give the notice. Nothing contained in this paragraph or this Section 2.03 shall be construed as limiting, fixing, or affecting the time when a meeting of members called by action of the Board of Trustees may be held.

2.04 Notice of Members' Meetings. All notices of meetings of members shall be sent or otherwise given in accordance with Section 2.05 hereof not less than ten (10) nor more than sixty (60) calendar days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the Board of Trustees intends, at the time of giving the notice, to present for action by the members. The notice of any meeting at which trustees are to be elected shall include the name of any nominee or nominees whom, at the time of giving the notice, are intended to be presented for election.

2.05 Manner of Giving Notice.

(a) Notice of any meeting of members shall be given either personally, or by first-class mail, or by facsimile transmission, or by e-mail transmission, addressed to the member at the mailing address or facsimile number or e-mail address of that member appearing on the books of the Association or given by the member to the Association for the purpose of notice. If no such information appears on the Association's books or is given by the member, notice shall be deemed to have been given if posted at the Association's principal office, or if published at least once in a newspaper of general circulation in the county where that office is located, or if posted on any website maintained by the Association and available to its members. Notice shall be deemed to have been given at the time when delivered personally, or deposited in the mail, or sent by facsimile transmission, or sent by e-mail transmission.

(b) If any notice addressed to a member at the address of that member appearing on the books of the Association is returned to the Association by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the member at that address, all future notices or reports shall be deemed to have been duly given without further mailing as set forth above in the case of no contact information available for a member.

(c) A certificate of the mailing or other means of giving the notice of any members' meeting shall be executed by the officer or other agent of the Association giving the notice, and shall be filed and maintained in the books and records of the Association.

2.06 Quorum. The presence in person or by written proxy of members representing a majority of the votes entitled to be cast at any meeting of members shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken (other than adjournment) is approved by members representing at least a majority of the votes required to constitute a quorum.

2.07 Adjourned Meeting.

(a) Any members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the members representing a majority of the votes represented at that meeting, either in person or by written proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 2.06 hereof.

(b) When any meeting of members, either annual or special, is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than forty-five (45) calendar days from the date set for the original meeting, in which case written notice of the date, time and place shall be given before the time of the adjourned meeting, in the manner specified in Sections 2.04 and 2.05 hereof to the members who were not present at the time of the adjournment. At any adjourned meeting the members may transact any business which might have been transacted at the original meeting provided that a quorum is present at the adjourned meeting.

2.08 Voting.

(a) A vote of the members may be by voice vote or by written ballot, provided, however, that any election of trustees must be by written ballot if demanded by any member before the voting has begun. Once a quorum is present, the affirmative vote of members holding a majority of the votes represented at the meeting and entitled to vote on any matter (other than the election of trustees, and except as otherwise expressly required by the Articles of Incorporation, another provision of these Bylaws, the Maintenance Agreement for Sterling Drive on file and of record with the Summit County Recorder, or as otherwise may be required by law) shall constitute a valid act of the members.

(b) At a members' meeting at which trustees are to be elected, no member shall be entitled to cumulate votes (i.e., cast for any one or more candidates a number of votes greater than the number of votes associated with each membership interest held by that member) unless the candidates' names have been placed in nomination prior to commencement of the voting and a member has given written notice, prior to commencement of the voting, of the member's intention to cumulate votes. If any member has given such written notice, then every member entitled to vote may cumulate votes for candidates in nomination and give one candidate a number of votes equal to the number of trustees to be elected multiplied by the number of votes

to which that member is entitled to cast, or distribute the member's votes on the same principle among any or all of the candidates. The candidates receiving the highest number of votes, up to the number of trustees to be elected, shall be elected.

2.09 Waiver of Notice or Consent by Absent Members.

(a) The transactions of any meeting of members, either annual or special, however called and noticed, and wherever held, shall be as valid as though conducted at a meeting duly held after regular call and notice if a quorum be present either in person or by written proxy, and if either before or after the meeting each person entitled to vote who was not present in person or by written proxy signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of members. All such waivers, consents or approvals shall be filed with the Association records and made a part of the minutes of the meeting.

(b) Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right that may exist to object to the consideration of the matters not included in the notice of the meeting if that objection is expressly made at the meeting.

2.10 Action by Written Consent Without a Meeting.

(a) Any action which may be taken at any annual or special meeting of members may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

(b) All such consents shall be filed with the Association records. Any member giving written consent, or the member's written proxy holders, or a member's successor in interest, or the personal representative of the member or their respective written proxy holders, may revoke the consent in a writing sent to and received by the Association before written consents of all members have been filed with the Association.

2.11 Proxies. Every member entitled to vote for trustees or on any other matter shall have the right to do so either in person or by one or more agents authorized by written proxy signed by the member and filed with the Association. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the Association stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy, or (ii) written notice of the death or incapacity of the maker of that proxy is received by the Association before the vote pursuant to that proxy is counted, provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise expressly stated in the proxy.

2.12 Inspectors of Election.

(a) Before any meeting of members, the Board of Trustees may appoint any person other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the presiding officer of the meeting may, and on the request of any member or a member's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3).

(b) If inspectors are appointed at a meeting on request of one or more members or proxies, a majority of the members present in person or by proxy at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the presiding officer of the meeting may, and upon the request of any member or a member's proxy shall, appoint a person to fill that vacancy.

(c) The inspectors shall:

(i) Determine the number of membership interests present at the meeting in person or by written proxy and the voting power of each, the existence of a quorum, and the authenticity, validity and effect of any written proxy;

(ii) Receive votes, ballots, or consents;

(iii) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(iv) Count and tabulate all votes or consents;

(v) Determine when the polls shall close;

(vi) Determine the result; and

(vii) Do any other acts that may be proper to conduct the election or vote with fairness to all members.

ARTICLE III **Trustees**

3.01 Powers. Subject to the provisions of the Act and any limitations in these Bylaws or the Articles of Incorporation relating to action required to be approved by the members, the business and affairs of the Association shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Trustees. Without prejudice to these general powers, and subject to the same limitation, the Board of Trustees shall have the power to do to the following.

(a) Select and remove all officers, agents and employees of the Association; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation, and with these Bylaws; fix their compensation, if any; and in the discretion of the Board of Trustees require from them security for faithful service.

(b) Change the principal office of the Association from one location to another; cause the Association to be qualified to do business in any other state, territory, or country and conduct business within or without the State of Utah; and designate any place within Salt Lake County, Utah for the holding of any meeting of members, including annual meetings.

(c) Adopt, make and use a corporate seal.

3.02 Number. The number of the trustees of the Association shall be three (3).

3.03 Election and Term of Office. Each trustee shall be elected for a term of three (3) years. The terms of office shall be staggered such that approximately one-third (1/3) of the trustees, and at least one (1) of the trustees, is elected at each annual meeting of the Board of Trustees (if necessary, the trustees shall draw straws or some other means shall be employed to establish their initial terms such that one (1) of their terms expires each year thereafter).

3.04 Vacancies.

(a) Any interim vacancy in the Board of Trustees shall be filled pursuant to the majority vote of the current, disinterested trustees, even though such trustees may not otherwise qualify as a quorum and/or may consist of a sole remaining trustee. Any individual appointed by the Board of Trustees to fill an interim vacancy shall serve for the remaining unexpired term.

(b) In the event that a vacancy is created by the removal of a trustee by the vote or written consent of the members or by court order, or in the event no disinterested trustees remain to appoint an individual to fill an interim vacancy as set forth above, then such vacancy may be filled only by a majority vote of a duly constituted quorum of members.

3.05 Resignation. Any trustee may resign effective upon giving written notice to the Board of Trustees or the President, unless the notice specifies a later time for the resignation to become effective. If the resignation of a trustee is effective at a future time, the Board of Trustees may appoint a successor to take office when the resignation becomes effective.

3.06 Participation in Meetings Remotely. Any meeting, regular or special, may be held by conference telephone, computer, or similar communication equipment, so long as all trustees participating in the meeting can hear and be heard by one another, and all such trustees shall be deemed to be present in person at the meeting.

3.07 Annual Meeting. Immediately following each annual meeting of members, the Board of Trustees shall hold a regular meeting for the purpose of organization, the election of officers, and the transaction of other business. No notice of this meeting other than this Section 3.07 need be given.

3.08 Other Regular Meetings. Regular meetings of the Board of Trustees may be held at such times and places as have been designated from time to time by resolution of the Board. Such regular meetings may be held without notice other than this Section 3.08 and such resolution, except that if any such regular meeting is rescheduled by the President, written notice of the date, time and place of the rescheduled meeting shall be delivered to each trustee personally, or by first-class mail, or by facsimile transmission, or by e-mail, addressed to each trustee at that trustee's address or facsimile number or e-mail address as it is shown on the records of the Association. In the case the notice is mailed, it shall be deposited in the United States mail at least five (5) calendar days prior to the date of the meeting. In the case the notice is delivered personally or by facsimile transmission or by e-mail, it shall be so delivered to the trustee at least forty-eight (48) hours prior to the holding of the meeting.

3.09 Special Meetings. Special meetings of the Board of Trustees for any purpose or purposes may be called at any time by the President or by any two (2) trustees. Written notice of

the date, time and place of special meetings shall be delivered to each trustee personally, or by first-class mail, or by facsimile transmission, or by e-mail, addressed to each trustee at that trustee's address or facsimile number or e-mail address as it is shown on the records of the Association. In the case the notice is mailed, it shall be deposited in the United States mail at least five (5) calendar days prior to the date of the meeting. In the case the notice is delivered personally or by facsimile transmission or by e-mail, it shall be so delivered to the trustee at least forty-eight (48) hours prior to the holding of the meeting. The notice need not specify the purpose of the meeting.

3.10 Quorum. A majority of the authorized number of trustees shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 3.12 hereof. Except as otherwise required by law or the Articles of Incorporation, every act or decision done or made by a majority of the trustees present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Trustees. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of trustees, if any action taken is approved by at least a majority of the required quorum of that meeting.

3.11 Waiver of Notice.

(a) The transaction of any meeting of the Board of Trustees, however called and noticed or wherever held, shall be as valid as though conducted at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the trustees not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents and approvals shall be filed with the association records and made a part of the minutes of the meeting.

(b) Attendance by a trustee at a meeting shall also constitute a waiver of notice of that meeting, except when the trustee objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3.12 Adjournment. A majority of the trustees present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case written notice of the date, time and place shall be given before the time of the adjourned meeting, in the manner specified in Section 3.09 hereof to the trustees who were not present at the time of the adjournment. At any adjourned meeting the Board of Trustees may transact any business which might have been transacted at the original meeting provided that a quorum is present at the adjourned meeting.

3.13 Action Without Meeting. Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting, if all members of the Board of Trustees shall collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Trustees. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Trustees and made a part of the Association records.

3.14 Compensation of Trustees. Each trustee shall serve on a voluntary basis, without compensation. Nevertheless, a trustee shall not be precluded from serving the Association in any

other capacity and receiving reasonable compensation therefor. However, any salary or other compensation paid to any trustee for services rendered in any capacity other than as a trustee shall be approved by a majority of the other disinterested trustees.

ARTICLE IV

Officers

4.01 Officers. The officers of the Association shall be a President, a Vice-President, and a Secretary. The Association may also have, at the discretion of the Board of Trustees, such other officers (such as additional Vice Presidents, a separate Treasurer, etc.) as may be appointed in accordance with the provisions of Section 4.03 hereof. With the exception of President (i.e., the individual acting as President may not hold any other office), the same person may hold any number of offices (for example, the same individual may serve as both Secretary and Treasurer).

4.02 Appointment of Officers. The officers of the Association shall be appointed by, and serve at the will of, the Board of Trustees.

4.03 Subordinate Officers. The Board of Trustees may appoint such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the Bylaws or as the Board of Trustees may from time to time determine.

4.04 Removal. Subject to the rights, if any, of an officer under any written contract of employment, the officers shall serve at the will of the Board of Trustees, and any officer may be removed, either with or without cause, by the Board of Trustees, at any regular or special meeting of the Board of Trustees.

4.05 Resignation. Any officer may resign effective upon giving written notice to the Board of Trustees, unless the notice specifies a later time for the resignation to become effective. If the resignation of an officer is effective at a future time, the Board of Trustees may elect a successor to take office when the resignation becomes effective. Any such resignation is without prejudice to the rights, if any, of the Association under any written contract to which the officer is a party.

4.06 Vacancies in Offices. A vacancy in office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

4.07 President. The President shall be a member of the Board of Trustees. The President shall have general supervision, direction and control of the day to day business and operations of the Association, and of the officers of the Association. The President, if present, shall preside at all meetings of the Board of Trustees and members. The President shall not have the authority to bind the Association or its assets by contract or otherwise, except as specifically authorized in advance by the Board of Trustees. Except as otherwise provided in these Bylaws, the President shall have the general powers and duties of management usually vested in the office of the president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Trustees.

4.08 Vice-President. The Vice-President shall be a member of the Board of Trustees. In the absence of the President, the Vice-President shall preside at meetings of the Board of

Trustees and members, and shall have general supervision, direction and control of the day to day business and operations of the Association, and of the officers of the Association. It is anticipated that the Vice-President shall succeed to the office of President when the current President ceases serving as President, but the ultimate decision as to who shall serve as President at any point in time shall always be made in the sole and absolute discretion of the Board of Trustees. The Vice-President shall have such other powers and duties as may be prescribed by the Board of Trustees.

4.09 Secretary.

(a) The Secretary may, but need not, be a member of the Board of Trustees.

(b) The Secretary shall keep, or cause to be kept, at the Association's principal office or such other place as the Board of Trustees may direct, a book of minutes of all meetings and actions of the Board of Trustees and members, including the time, place and nature of the meetings and actions, how authorized, the notice given, the names of those present at meetings of the Board of Trustees, the names of those present and the number of shares present or represented at members' meetings, and the proceedings thereof.

(c) The Secretary shall give, or cause to be given, notice of all meetings of the members and of the Board of Trustees required to be given by the Bylaws or by law.

(d) The Secretary shall keep, or cause to be kept, at the Association's principal office or such other place as the Board of Trustees may direct, a current list of all members, showing the names of all members and their current mailing addresses.

(e) The Secretary shall be responsible for preparing and maintaining, or causing to be prepared and maintained, all other records and information required to be kept by the Association by law, and for authenticating records of the Association.

(f) The Secretary shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares.

(g) The Secretary shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Trustees. The Secretary shall disburse, or cause to be disbursed, the funds of the Association as may be ordered by the Board of Trustees, and shall render, or cause to be rendered, to the President and the trustees, whenever they request it, an account of all such transactions and of the financial condition of the Association.

(h) The Secretary shall have such other powers and duties as may be prescribed by the Board of Trustees.

4.10 Compensation. Each officer shall serve on a voluntary basis, without compensation, unless otherwise approved in advance in writing by a majority of the disinterested trustees. Nevertheless, an officer shall not be precluded from serving the Association in another capacity and receiving reasonable compensation therefore. However, any salary or other compensation paid to an officer for services rendered in a capacity other than as an officer shall be approved in advance in writing by a majority of the disinterested trustees.

ARTICLE V
Records and Reports

5.01 Maintenance.

(a) The Association's corporate records, including its Articles of Incorporation, Bylaws, minutes of its proceedings, and membership records, as well as its accounting books and records, shall be kept at such place or places designated by the Board of Trustees, or, in the absence of such designation, at the principal office of the Association. The records shall be kept in written form or in any other form capable of being converted into written form.

(b) Copies of any annual and quarterly financial statements of the Association shall be kept on file in the principal office of the Association for at least five (5) years following the preparation of such documents.

5.02 Inspection. Members and trustees shall be entitled to inspect and copy the documents and records of the Association as provided by law.

ARTICLE VI
General Matters

6.01 Checks, Drafts, Evidences of Indebtedness. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Trustees.

6.02 Contracts and Instruments. The Board of Trustees, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and this authority may be general or confined to specific instances, and, unless so authorized or ratified by the Board of Trustees or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any account.

6.03 Indemnification. To the extent permitted by law, the Association may indemnify any and all persons who may have served at any time as trustees or officers of the Association, or who, at the request of the Board of Trustees of the Association, may serve or at any time have served as trustees, directors or officers of another corporation in which the Association at such time owned or may own shares of stock or of which it was or may be a creditor, and their respective heirs, administrators, successors and assigns, against any and all expenses, including amounts paid in settlement after suit is commenced, actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they or any of them are made parties or a party, or which may be asserted against them or any of them, by reason of being or having been trustees or officers of the Association, or of such other corporation, except in relation to matters as to which any such trustee or officer or former trustee or officer or person shall be adjudged in any action, suit or proceeding to be liable for his or her own negligence or misconduct in the performance of their duties as trustee or officer. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled to under any law, bylaw, agreement, vote of members, or otherwise.

6.04 Liability Insurance.

(a) The Association, in the discretion of the Board of Trustees, may purchase and maintain liability insurance on behalf of the Association, or on behalf of a person who is or was a trustee, officer, employee, fiduciary, or agent of the Association, or who, while serving as a trustee, officer, employee, fiduciary, or agent of the Association, is or was serving at the request of the Association as a trustee, director, officer, partner, trustee, employee, fiduciary, or agent of another foreign or domestic corporation or other person, or of an employee benefit plan, against liability asserted against or incurred by him in that capacity or arising from his status as a trustee, officer, employee, fiduciary, or agent, whether or not the Association would have power to indemnify him against the same liability under applicable law.

(b) Insurance may be procured from any insurance company designated by the Board of Trustees, whether the insurance company is formed under the laws of the State of Utah or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Association has an equity or any other interest through stock ownership or otherwise. The amount of such insurance shall be determined by the Board of Trustees.

6.05 Volunteer Liability. Persons providing services to the Association without compensation, whether as a trustee, officer, agent, or otherwise, shall be considered "volunteers" within the meaning contemplated in Sections 78B-4-101 to -103 of the Utah Code. However, unless specifically notified to the contrary by written resolution of the Board of Trustees, all Association volunteers are deemed to know and understand that the Association does not maintain liability insurance or another financially secure source of recovery sufficient to invoke the protections of Section 78B-4-101 to -103 of the Utah Code, and nothing in these Bylaws shall be construed to require the Association to provide a financially secure source of recovery.

6.07 Captions and Pronouns. Captions contained in these Bylaws are inserted only as a matter of convenience and for reference, and in no way do they define, limit or describe the scope of these Bylaws or the intent of any provision hereof. Whenever the singular number is used in these Bylaws, and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, partnership, firm, association or other entity.

6.08 Savings Clause. Should any one or more of the provisions of these Bylaws be determined to be illegal or unenforceable, all other provisions of these Bylaws shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

6.06 Amendments. These Bylaws may be amended by the affirmative vote of at least fifty-one (51%) of the members of the Association. Any amendments to these Bylaws shall not be effective until the same is recorded in the office of the Summit County Recorder.

{Certificate of Adoption on Following Page}

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CERTIFICATE OF ADOPTION

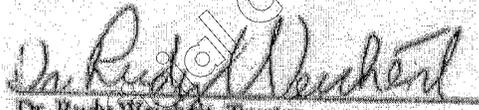
The undersigned hereby certify that they are the currently acting Board of Trustees of the Sterling Drive Owners Association, Inc., that pursuant to the unanimous consent of the Board of Trustees of the Association the foregoing Bylaws of the Association were duly adopted as such by the Board of Trustees, effective as of the _____ day of _____, 2016, and that the foregoing Bylaws are now in full force and effect.



David Leisura, Trustee



Win White, Trustee



Dr. Rudy Weichert, Trustee