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Mary Ann Trussell, Summit County Utah Recorder

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By EAGLE POINTE TITLE INSURANCE AGENCY, INC.

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The Blue Church Lodge  
Condominium Owners Association  
P.O. Box 1720  
424 Park Avenue  
Park City, Utah 84060

COURTESY RECORDING

**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
THE BLUE CHURCH LODGE**

Pursuant to the provisions of Section 15.07 of the Declaration of Condominium for The Blue Church Lodge Condominium Project, dated April 2, 1984, and recorded in the office of the Summit County Recorder on August 6, 1984, as Entry No. 223679, in Book 310, beginning at Page 243 (the "Blue Church Declaration"), and further pursuant to the provisions of Section 25 of the Declaration of Covenants, Condition and Restrictions for The Rectories, dated May 29, 1979, and recorded in the office of the Summit County Recorder on August 30, 1979, as Entry No. 158965, in Book M140, beginning at Page 300 (the "Rectories Declaration"), the Blue Church Lodge Declaration and the Rectories Declaration are hereby amended and restated in their entirety as follows (the or this "Declaration").

**RECITALS**

**A. Description of Land.** The real property subject to this Declaration is located in Park City, Summit County, Utah, and described more particularly in Exhibit A attached hereto and incorporated herein by reference (collectively the "Property").

**B. Description of Project.** The Rectories Declaration, and the Record of Survey Map for The Rectories, recorded in the office of the Summit County Recorder on August 30, 1979, as Entry No. 158966 (the "Rectories Map", relate to a condominium project commonly known as "The Rectories." The Blue Church Lodge Declaration, and the Record of Survey Map for The Blue Church Lodge Condominium, recorded in the office of the Summit County Recorder on August 6, 1984, as Entry No. 223678 (the "Blue Church Lodge Map"), relate to a condominium project commonly known as "The Blue Church Lodge." Subsequent to the creation of The Blue Church Lodge condominium project, The Rectories and The Blue Church Lodge have essentially been operated as a single condominium project, with interests in the respective Common Area and other portions of the condominium projects being held by owners of interests in both condominium projects. It is the intent of this Declaration to unify the operations of the above condominium projects as a single condominium project, subject to a single Declaration, and governed by a single homeowners association.

**C. Buildings and Improvements.** Buildings and other improvements currently exist on the Property, the construction of which has been completed in substantial accordance with the plans and specifications set forth in the Maps, which have been recorded in the office

of the Summit County Recorder, and may be amended consistent with the terms and provisions of this Declaration.

**D. Association and Bylaws.** The Blue Church Lodge Condominium Owners Association, a Utah nonprofit corporation (the "Association"), has been created by filing Articles of Incorporation with the Utah Department of Commerce, Division of Corporations and Commercial Code (formerly the Utah Secretary of State). The Association shall be the governing body of the Project, including the Buildings commonly referred to as The Blue Church Lodge and The Rectories, subject to the provisions of this Declaration and the Bylaws of the Association.

## ARTICLE I DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall have the meaning indicated for purposes of this Declaration.

**1.01 Act.** The Utah Condominium Ownership Act, as codified in the Utah Code at Sections 57-8-1, *et seq.*, as the same may be amended from time to time.

**1.02 Annual Assessment.** The charges regularly levied and assessed each year against a Unit by the Association for maintenance, repairs and other Association expenses.

**1.03 Articles.** The Articles of Incorporation of The Blue Church Lodge Condominium Owners Association, a Utah nonprofit corporation (a copy of which is attached as Exhibit C hereto).

**1.04 Assessment.** A general reference inclusive of Annual (or regular) Assessments, Special (or periodic) Assessments and Compliance Assessments.

**1.05 Association.** The Blue Church Lodge Condominium Owners Association, a Utah nonprofit corporation.

**1.06 Board.** The Board of Trustees of The Blue Church Lodge Condominium Owners Association, a Utah nonprofit corporation.

**1.07 Building.** Those certain buildings existing on the Property as shown on the Maps.

**1.08 Bylaws.** The Bylaws of The Blue Church Lodge Condominium Owners Association, a Utah nonprofit corporation, as the same may be amended from time to time (a copy of which is attached as Exhibit D hereto).

**1.09 Common Area.** All areas of the Property not included within the Units or the Limited Common Area, including, but not necessarily limited to: the underlying land; the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of any Building within the Property; the yards, gardens, unassigned parking areas, and storage spaces; installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating; and all other parts of the Property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

**1.10 Common Facilities.** All furniture, furnishings, equipment, facilities, and other personal property within the Project for the use and benefit of all Owners and all furniture, furnishings, equipment, facilities, and other real or personal property acquired hereafter by the Association. Common Facilities shall be deemed to be part of the Common Area, except as otherwise expressly provided in this Declaration.

**1.11 Compliance Assessment.** Assessments made pursuant to Section 7.09(a) hereof regarding the compliance of any Unit or its Owner with the terms and provisions of this Declaration or any Rule or Regulation established by the Board.

**1.12 Declaration.** This instrument entitled Amended and Restated Declaration of Condominium for The Blue Church Lodge, as the same may be amended from time to time. This Declaration shall at all times and for all purposes be relied upon by any Owner, Member, Mortgagee, or any prospective purchaser of a Unit within the Property, and any title company insuring any Owner, Mortgagee or any other interest within the Property.

**1.13 Limited Common Areas and Elements.** The Common Area and related facilities designated in this Declaration or the Map as reserved for use of a certain Unit or Units to the exclusion of the other Units. Items such as exterior windows, exterior doors, patios, decks, balconies, porches, awnings, roofs, railings, exterior siding, plumbing supply and waste lines, plumbing fixtures, lighting fixtures, fireplaces, utilities and mechanical systems that are allocated exclusively to a unit shall be considered Limited Common Elements.

**1.14 Limited Common Expense.** Expenses of administration, maintenance, repair or replacement associated with a certain Unit or Units to the exclusion of the other Units, including, but not limited to, Limited Common Areas and Elements associated with a particular Unit or Units.

**1.15 Manager.** 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.

**1.16 Maps.** The Record of Survey Map for The Rectories, recorded in the office of the Summit County Recorder on August 30, 1979, as Entry No. 158966, together with the Record of Survey Map for The Blue Church Lodge Condominium, recorded in the office of the Summit County Recorder on August 6, 1984, as Entry No. 223678, collectively.

**1.17 Mortgage.** Any mortgage, deed of trust or other security instrument creating a real property security interest in any Unit, excluding any statutory, tax or judicial liens.

**1.18 Mortgagee.** The grantee, beneficiary, or assignee of a grantee or beneficiary, of a Mortgage.

**1.19 Mortgagor.** The grantor or trustor of a Mortgage.

**1.20 Owner.** Any Person who owns the entire fee ownership interest in a Unit together with the undivided interest in the Common Area appurtenant to such Unit. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title to a Unit for purposes other than security) or to any Person purchasing a Unit under contract (until such time as legal title is conveyed and recorded in the office of the Summit County Recorder pursuant to the contract).

**1.21 Person.** Any natural person, partnership, limited liability company, corporation, association, cooperative, trust, estate, custodian, nominee or other individual or entity in its own or representative capacity, or combination thereof for purposes of being an Owner.

**1.22 Property.** The real property more particularly described in Exhibit A attached hereto, together with all improvements existing thereon.

**1.23 Rental Pool.** The Rental Pool operated by the Association for the rental of the individual Units as set forth more fully in Article XII.

**1.24 Rules and Regulations.** Any rule or regulation with respect to the Property or any Building thereon that is adopted by the Board pursuant to the provisions of this Declaration and/or the Bylaws.

**1.25 Special Assessment.** Any special or extraordinary assessment periodically levied and assessed from time to time against a Unit by the Association.

**1.26 Unit.** Any one of the twelve (12) separate physical parts of the Property intended for ownership and use of an Owner to the exclusion of all other Owners, including one or more rooms or spaces located on one or more floors in a Building as depicted on the Maps (as the same may be amended from time to time), bounded by the interior surfaces of the walls, floors, ceilings, windows and doors, together with all fixtures and improvements contained therein. Paint and other wall, ceiling or floor coverings or interior surfaces shall be deemed to be part of the Unit. The interior surfaces of a window or door means the points at which such surfaces are located when such window or door is closed. For purposes of repair and maintenance, the following are considered part of the Unit: windows on an interior surface of the Unit; doors on any interior surface of the Unit; drywall, floorboard and any other material used to create an interior surface on any ceiling or wall or floor of the Unit; light fixtures; electrical, phone, computer and other outlets; all wires, plumbing, ducts and other items used for the purpose of providing utility services solely to that Unit. Notwithstanding the fact that they may be within the boundaries of such interior surfaces, the following are not part of a Unit insofar as they are necessary for the support or full use and enjoyment of another Unit: bearing walls, floors, ceilings and roofs (except the interior surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other electrical installations (except the outlets thereof when located within the Unit). Each Unit shall also consist of an undivided ownership interest in the Common Area as set forth in Exhibit B attached hereto and incorporated herein by reference, which undivided ownership interest in the Common Area shall not be separated from the Unit to which it is appurtenant even though not specifically mentioned in the instrument of transfer regarding such Unit, which interest shall automatically accompany the transfer of the Unit to which it is appurtenant. Appurtenant to each Unit shall also be a perpetual right of ingress to and egress from such Unit.

## ARTICLE II SUBMISSION AND DIVISION OF PROPERTY

**2.01 Submission to Act.** The Property, together with the Buildings and all improvements to such real property, is hereby subjected to the provisions of the Utah Condominium Ownership Act, as the same may be amended from time to time, and the Property,

and any portion thereof, shall be held, occupied, used, sold, mortgaged, assessed, and otherwise possessed as condominium property subject in all respects to the Act.

**2.02 Applicability of Declaration.** The Property shall be subject to this Declaration and the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, which are declared and agreed to be for the benefit of the Property and its Owners as a whole in further of a general plan for the improvement, maintenance and use of the Property and its division into various condominium Units.

**2.03 Equitable Servitudes.** This Declaration shall be construed as covenants in the nature of equitable servitudes, which shall run with title to the Property and be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### **ARTICLE III NATURE AND INCIDENTS OF OWNERSHIP**

**3.01 Separate Ownership.** Each Unit, including the undivided fractional interest in the Common Area associated therewith, shall be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved, and otherwise affected in accordance with the provisions of this Declaration.

**3.02 Use and Occupancy.** Subject to the provisions of this Declaration, an Owner may lease or rent their Unit to a lessee on such terms and conditions as may be agreed upon by the Owner and the lessee, provided that the Owner, as well as any lessee or other occupant or use of a Unit, shall always be subject to and abide by the provisions of the Act, this Declaration, the Bylaws and all Rules and Regulations established by the Board.

**3.03 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 its Unit, and the surfaces of all walls, ceilings, floors, and doors within such boundaries. Each Owner shall keep the interior of their Unit, including, but not limited to, interior walls, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a sanitary condition and in a state of good repair. In the event that any Unit should develop an unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Unit should fail to correct such condition or state of disrepair within thirty (30) calendar days following written notice from the Association (or sooner if circumstances warrant a more immediate response as outlined in the written notice from the Association), the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter such Unit and correct or eliminate said unsanitary condition or state of disrepair, and any costs incurred by the Association may be collected in the form of a Compliance Assessment pursuant to Section 7.09(a) hereof.

**3.04 Right to Combine Units.** With the written consent of the Association, two or more adjoining Units owned by an Owner may be utilized by the Owner as if the Units were a single Unit. However, any walls, floors, ceilings or other structural separations between any two such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, shall remain intact unless and until the Owner

amends the Maps to legally combine the adjoining Units into a single Unit, at which time such space and structural components shall be expressly designated as part of the Unit, Limited Common Area, or Common Area, as may be appropriate and as approved in writing by the Association. Any and all expenses incurred in conjunction with the combination of adjoining Units, including, but not limited to, construction costs, costs associated with any amendment of the Maps, and any and all attorney fees and/or other professional fees and costs incurred by the Association in reviewing any proposed combination of adjoining Units, shall be paid solely by the Owner of the subject Units, and any costs incurred by the Association may be collected in the form of a Compliance Assessment pursuant to Section 7.09(a) hereof.

**3.05 Assigned Parking Spaces.** The Board may assign to each Unit one of the interior parking spaces identified on the Maps for the exclusive use of the Owner of such Unit and their guests. The particular parking space assigned to a particular Unit may be changed from time to time as the Board deems appropriate. The unassigned parking spaces shall be available on a first come first serve basis, or the Board may elect to make other use of the unassigned parking spaces for the benefit of the Property and the Owners as a whole. Use of the parking spaces may be subject to additional Rules and Regulations established by the Board. The parking spaces shall be deemed to be Common Area, and to the extent that a separate legal title exists for any parking space then such legal title shall be vested in the Association. Regardless of any parking space assignment, each Unit will only have the exclusive use of one parking space.

#### ARTICLE IV TITLE TO UNITS

**4.01 Title.** Subject to the limitations set forth in this Declaration, title to a Unit may be held or owned by any Person or any combination of Persons, and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but not limited to, joint tenancy or tenancy in common, provided that the Owner of a Unit does not consist of a combination of more than eight (8) Persons.

**4.02 Ownership of Common Area.** The undivided fractional interests in the Common Area appurtenant to each Unit are set forth in Exhibit B attached hereto and incorporated herein by reference. The undivided fractional interest in the Common Area appurtenant to each Unit as shown in Exhibit B 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 Declaration and duly recorded in the office of the Summit County Recorder. Except as otherwise provided in this Declaration or any Rule or Regulation established by the Board, each Owner shall be entitled to the non-exclusive use of the Common Area in any legal manner that does not hinder or encroach upon the rights of other Owners.

**4.03 Inseparability.** Title to a Unit may not be separated from any other part thereof, and each Unit, together with the undivided fractional interest in the Common Area appurtenant to each Unit, shall always be conveyed, devised, encumbered and otherwise affected only as a single Unit. Every devise, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a devise, encumbrance, conveyance

or other disposition of the entire Unit, together with all appurtenant rights created by law or by this Declaration, including the appurtenant membership in the Association as set forth herein.

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

**4.05 Separate Mortgages by Owners.** Each Owner shall have the right to separately mortgage or otherwise encumber their Unit. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Area or any part thereof, except the undivided fractional interest therein appurtenant to their Unit. 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.

**4.06 Separate Taxation.** Each Unit 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 assessment, the value of each Unit shall include the undivided fractional interest in the Common Area appurtenant to such Unit such that the collective values of all Units include the value of the Common Area as a whole. No forfeiture or sale of any Unit arising from delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any Unit or the Common Area as a whole.

**4.07 Mechanic's 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 their agent or subcontractor shall create any right to file a mechanic's lien or similar document against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Area, except the undivided interest therein appurtenant to the Unit of the Owner for which the labor was performed and/or the materials furnished.

**4.08 Description of Unit.** Every contract for the sale of a Unit and every other instrument affecting title to a Unit may describe a Unit by its identifying letter or number as set forth in Exhibit B hereto or as shown on the Maps. Such description will be construed to describe the Unit, together with the appurtenant undivided fractional interest in the Common Area, and to incorporate all of the rights incident to ownership of a Unit and all of the limitations on such ownership as described in this Declaration, the Articles, the Bylaws and/or any Rule or Regulation established by the Board.

## ARTICLE V EASEMENTS

**5.01 Easements for Encroachments.** If any part of the Common Area 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 Area, 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 Area or any part of a Unit shall hereafter encroach on real property now owned by the developer of the Property outside the boundaries of the Property, an easement for such encroachment shall and does exist. Such encroachments shall not be considered to



be encumbrances either on the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Buildings or any improvements constructed or to be constructed within the Property as shown on the Maps, by error in the Maps, by settling, rising or shifting of the earth, or any changes in position caused by repair or reconstruction of the Buildings or any improvements within the Property.

**5.02 Easements for Maintenance, Cleaning and Repair.** Some of the Common Area is or may be located within a Unit or may be conveniently accessible only through a Unit. The Association shall have the irrevocable right to have access to each Unit and to all Common Area from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair or replacement of any Common Area or for making emergency repairs at any time necessary to prevent damage to the Common Area or to any Unit. The Association shall also have the irrevocable right to have access to any Unit when necessary in connection with any maid service, cleaning, maintenance, repair, replacement, painting, landscaping, construction or reconstruction for which the Association or the Rental Pool is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable under the circumstances, and any damage caused thereby shall be repaired by the Association using Association funds for the Common Area.

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

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

**5.05 Easements Deemed Created.** All conveyances of Units within the Property 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.** Each and every Unit shall be used for residential living purposes, and shall not be occupied or used for any commercial or business purpose. However, any Owner or their duly authorized agent may rent or lease said Owner's Unit from time to time (including monthly, nightly or rentals for other periods of time) subject to the other terms and provisions of this Declaration, and further subject to any Rules and Regulations adopted by the Board.

**6.02 No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on, in or upon any part of the Property, nor shall anything be done or placed in or upon any part of the Property which is or may become a nuisance or may cause



embarrassment, disturbance or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Property which is or may become unsafe or hazardous to any person or property.

**6.03 Compliance with Municipal Ordinances.** All Units shall be occupied and/or used in a manner which is consistent with any and all municipal ordinances or regulations applicable thereto.

**6.04 Restriction on Signs.** No signs, flags or advertising devices of any nature, including, but not limited to, commercial, political, informational or directional signs, shall be displayed to the public view on or from any Unit, the Common Area, or any Limited Common Area, without the prior written consent of the Board or as may be permitted by any Rule or Regulation established by the Board, except as may be temporarily necessary to caution or warn of danger. If the Board approves any sign, it shall be promptly removed at the request of the Board.

**6.05 No Subdivision.** No Unit or the Common Area shall be subdivided further than as depicted on the Maps.

**6.06 No Structural Alterations.** No improvements or alterations to any Common Area, Limited Common Area, or exterior of any Unit shall be commenced, erected, or placed on any portion of the Property, without the prior written consent of the Board. However, improvements and alterations to the interior of any Unit shall not require approval of the Board provided that such improvements or alterations do not affect any Common Area element within the Unit. The Board may establish and modify from time to time an application fee regarding any submissions to the Board for approval. All improvements, changes, alterations and additions to any portion of the Property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Property. No Owner shall make, or cause to be made, any improvement or alteration or do any act that would impair the structural soundness or integrity of the Buildings or the safety of person or property or impair any easement or hereditament appurtenant to the Property.

**6.07 No Obstructions.** There shall be no obstruction of the Common Area by any Owner. Owners shall neither store nor leave any of their property or belongings in the Common Area, except with the prior written consent of the Board or pursuant to a Rule or Regulation established by the Board.

**6.08 Prohibition of Damage and Certain Activities.** Nothing shall be done or kept in any Unit, the Common Area, or any Limited Common Area without the prior written consent of the Board, which will increase the rate of insurance on the Property or any portion thereof. No Owner shall permit anything to be done or kept in their Unit, the Common Area, or any Limited Common Area, which will result in the cancellation of insurance on any Unit or any portion of the Property, or which would be in violation of law. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner, and each Owner shall indemnify, defend and hold harmless the Association and the other Owners against all loss and expenses resulting from any such damage or waste caused by such Owner or his family, guests, tenants, licensees or invitees.

**6.09 Exterior Lighting.** Any light used to illuminate any exterior area of a Unit or Limited Common Area shall be so arranged as to reflect light away from adjacent Units, other residences adjacent to the Property, and away from the vision of passing motorists.

**6.10 Fire and Fireworks.** No open fires or fireworks are allowed on or about any portion of the Property.

**6.11 No Firearms.** The discharge or shooting of firearms and all types of hunting on any area within the Property are prohibited.

**6.12 Delivery of Documents.** By accepting a deed or other document of conveyance of all or some portion of title to a Unit, each Owner covenants and agrees that when they sell, rent or lease their Unit, they will deliver a copy of this Declaration, the Articles, the Bylaws, and the Rules and Regulations concerning the Property, to the purchaser, renter, tenant, lessee or resident, excepting only occupants of nightly rentals who shall still receive copies of at least the Rules and Regulations governing the use of the Units, Limited Common Areas and Common Areas.

## ARTICLE VII THE ASSOCIATION

**7.01 Formation.** The Association shall be a nonprofit Utah corporation charged with the duties and invested with the powers prescribed by law and as set forth in the Articles, Bylaws, this Declaration and the Act. Neither the Articles nor the Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

**7.02 Board of Trustees and Officers.** The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with its Articles and Bylaws, as the same may be amended from time to time. The Association by and through the Board shall: (a) govern and/or manage the Property, including all Common Area and Limited Common Area; (b) enforce the provisions of this Declaration; and (c) govern and/or manage the Rental Pool. The Board shall be composed of no less than three (3) members.

**7.03 Committees.** The Board may also appoint various committees for various purposes that include committee members other than Board members, provided that at least one member of the Board shall be on the committee and act as the chairman of the committee.

**7.04 Manager.** The Board may employ or otherwise contract with a Manager who shall, subject to the direction of the Board and/or the terms of the written contract between the Association and the Manager, be responsible for the maintenance, upkeep and operation of the Property, including the Rental Pool. The Board shall determine the compensation to be paid to the Manager or any other employee or agent of the Association.

**7.05 Association Rules.** By a majority vote of the Board, the Association may from time to time adopt, amend and repeal Rules and Regulations to govern the use of Common Areas, Limited Common Areas, Units, Assessments, the Rental Pool, and to implement, supplement or otherwise carry out the purposes and intentions of this Declaration. The Rules and Regulations shall not be inconsistent with this Declaration and the laws set forth in the State of Utah governing condominium ownership.

**7.06 Limited Liability.** Neither the Association, nor any of its past, present or future, trustees, directors, officers, committee members, employees or other agents, shall be liable to any Owner or to any other person for any damage, act, omission to act, simple negligence or other matter of any kind or nature, except for gross negligence or willful and intentional misconduct. As to employees of the Association, the limits of liability set forth in the immediately preceding sentence shall only apply where: (i) such persons were employees of the Association (as opposed to independent contractors) at the time of the alleged damage, act, omission to act, simple negligence or other matter of any kind or nature, except gross negligence or willful and intentional misconduct; and (ii) said employee was acting within the scope of his or her job or responsibility. Without limiting the foregoing, neither the Association nor the Board shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall be conclusively deemed to be in good faith and without malice.

**7.07 Membership.** The Association shall be a membership association without certificates or shares of stock. The members of the Association shall be those Persons who are Owners from time to time of a Unit or Units within the Property. Membership in the Association shall automatically commence when a Person becomes an Owner of a Unit, and shall automatically terminate when a Person ceases to be an Owner of such Unit. Ownership of a Unit within the Property cannot be separated from membership in the Association, and any devise, conveyance or other disposition of a Unit shall be construed to be a devise, conveyance or other disposition, respectively, of the Owner's membership in the Association and rights and duties appurtenant thereto. No Person 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 Unit.

**7.08 Voting.** The number of votes appurtenant to and exercisable by the Owner of each Unit is set forth in Exhibit B hereto. The number of votes appurtenant to each Unit as shown in Exhibit B 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 Declaration and duly recorded in the office of the Summit County Recorder. The affirmative vote of majority of the votes exercisable by Owners present in person or by written proxy that are entitled to cast a vote at a meeting of the Owners duly called for purposes of such vote, when a quorum has been established, shall constitute approval of such matter, except for matters which specifically require some other vote or level of approval under the terms of this Declaration or under the Bylaws or otherwise by law, in which case the specifically identified voting requirements shall apply. Where there is more than one Person who collectively constitute the Owner of a particular Unit, the several Persons shall be required to designate, by prior written notice to the Association, the particular Person who shall cast the votes appurtenant to that Unit. If the several Persons who collectively constitute the Owner of any Unit are unable or unwilling to designate a particular Person to vote, then the membership appurtenant to that Unit shall not be entitled to vote on any Association affairs until such designation is made.

### **7.09 Enforcement.**

(a) The Board shall have the right and power to bring suit in the name of the Association for legal and/or equitable relief for any lack of compliance with any provisions of this Declaration, the Bylaws or Rules and Regulations established by the Board. In addition, the Board shall have the right to adopt from time to time penalties and a schedule of monetary fines relative to violations or any lack of compliance with provisions of this Declaration, the Bylaws or Rules and Regulations established by the Board, impose such penalties and/or monetary fines on any Owner, and obtain all appropriate legal and/or equitable relief with respect thereto. The Board shall also adopt an internal administrative appeal procedure which provides for reasonable notice to the offending Owner and a reasonable opportunity to contest the fine or penalty before the Board. The failure of the Association to insist upon the strict performance of any such provisions or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision or the enforcement thereof. After prior reasonable notice to an Owner, the Board may take whatever action it deems appropriate in order to bring a non-complying Unit into compliance with the provisions of this Declaration, the Bylaws or Rules and Regulations established by the Board, and assess the Owner of the Unit for the cost thereof. Any monetary fines and/or expenditures made by the Association in order to bring a non-complying Unit into compliance shall be deemed to be a Compliance Assessment, and may be collected in the same manner as any other Assessment against a Unit as may be provided by law or the provisions of this Declaration.

(b) Any Owner aggrieved by any lack of compliance with the provisions of this Declaration or the Bylaws by another Owner may also bring suit in the Owner's own name for legal and equitable remedies against the non-complying Owner. In no event shall any Owner be permitted to bring suit for legal or equitable remedies directly against the Association for lack of enforcement or otherwise, but rather such legal action by an aggrieved Owner is strictly limited to legal action against the non-complying Owner.

(c) If any court proceedings are instituted between the Association and any Owner or between any Owners arising from the provisions of this Declaration, in addition to any other relief that may be granted the prevailing party shall be entitled to recover its costs and expenses incurred therein, including reasonable attorney fees.

(d) Pursuant to a Rule or Regulation established by the Board, an Owner's right to participate in any vote of the Owners or use of a Common Facility or Common Area (excepting only the right of ingress to and egress from such Owner's Unit, which shall always be available to an Owner and their guests) may be suspended for failure to comply with any provision of this Declaration, the Bylaws, or any Rule or Regulation established by the Board.

**7.10 Collection of Rents.** If any Owner shall at any time let or sublet any Unit or portion thereof, and shall not have paid any Assessment in full when due, the Board may, in its sole discretion, elect to demand and receive on behalf of the Association from any tenant or subtenant of such Owner occupying the Unit the rent due or becoming due up to the amount of the unpaid Assessment, together with all interest, penalties and other costs provided for herein. Such payment of rent to the Association shall be sufficient payment and discharge of such tenant or subtenant as between such tenant or subtenant and such Owner to the extent of the amount so paid.

**7.11 Power of the Association.** Each Owner agrees that the Association has all the powers granted to it by this Declaration, the Act and by the Utah Revised Nonprofit Corporation Act and any amendments thereto or replacements thereof. Such powers shall include, but shall not be limited to: the right to grant utility and other easements under, through or over the Common Area or Limited Common Areas; levying Assessments against Units and Owners; imposing a lien on Units for any unpaid or uncollected Assessments or penalties; foreclosing any such liens, enforcing any deed restrictions and covenants; acquiring, holding, owning, leasing, mortgaging and disposing of property; the adoption, and amendment from time to time, of Rules and Regulations with respect to the Property in general, and the use of Common Area and Limited Common Areas; defending, prosecuting or intervening in litigation on behalf of all Owners; the borrowing of monies for Association purposes and the right to pledge future income in order to secure such borrowings. The right to "pledge future income" shall include the right to impose a Special Assessment for repayment of such borrowings and to assign such Special Assessment (and all lien and collection rights appurtenant thereto) to the lender as security for repayment thereof. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, the Articles and Bylaws, or by law, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege given to it herein or reasonably necessary to effectuate any such right, power or privilege.

**7.12 Miscellaneous Goods and Services.** The Association may obtain and pay out of the expense fund 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 the person or entity with whom or which it contracts. The Association may also obtain and pay out of the expense fund legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Association may acquire and pay for out of the expense fund water, sewer, garbage collection, electrical, gas and other necessary or desirable utility services for the Common Areas and insurance, bonds, and other goods and services common to the Units.

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

## ARTICLE VIII ASSESSMENTS

### **8.01 Personal Obligation and Lien.**

(a) Each Owner shall, by acquiring or in any way becoming vested with an interest in a Unit, be deemed to covenant and agree to pay the Association the Assessments and other charges and/or dues set forth or provided for in this Declaration, together with interest thereon and any costs of collection, including attorney fees whether or not a formal legal action is commenced.

(b) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made; and (b) the personal obligation of the Person who is the Owner of the respective Unit at the time the assessment falls due.

(c) No Owner shall exempt them self or their Unit from liability for payment of assessments by abandonment of the Unit.

(d) In the event of the conveyance of a Unit, the grantor and the grantee shall be jointly and severally liable for all such unpaid Assessments, late payment fees, interest and costs of collection, including reasonable attorney fees, related to Assessments against the Unit at or prior to the time of conveyance, provided, however, that the Provisions of this Section 8.01 shall not prejudice the grantee's right to recover from the grantor the amount paid by the grantee for such Assessments.

(e) The Association may cause a lien to be recorded against a Unit for any unpaid Assessment, and may foreclose such lien in any manner provided by law, including by means of judicial or non-judicial foreclosure proceedings. The Association hereby appoints Dwayne A. Vance, an attorney duly licensed to practice law in the State of Utah, as trustee for purposes of any such non-judicial foreclosure proceedings, and hereby conveys and warrants pursuant to Sections 57-1-20 and 57-8-45 of the Utah Code to such trustee, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a substitute trustee at any point in time by causing a written substitution of trustee to be recorded in the office of the Summit County Recorder as provided in Section 57-1-22 of the Utah Code.

**8.02 Annual Assessments.** An Annual Assessment shall be made against each Unit and the Owner thereof whereby each Owner shall pay a proportionate share of the common expenses associated with the Property in the same proportion as the Owner's undivided fractional interest in the Common Areas associated with the respective Unit owned by the Owner. 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, including but not limited to, the maintenance of the Property. Written notice of the amount of the Annual Assessment, including the due date for payment, or installment payments, thereof, shall be mailed to every Owner at the mailing address last provided to the Association by each Owner. In setting the Annual Assessment, the Board shall provide for an adequate reserve fund for the maintenance, repair and replacement of the Common Area.

**8.03 Special Assessments.** From time to time the Association, by and through the Board, may impose a Special Assessment upon each Unit and the Owner thereof 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 Declaration, the Articles, or the Act. Written notice of the amount of any Special Assessment so approved, including the due date for payment thereof, shall be mailed to every Owner at the mailing address last provided to the Association by each Owner.

**8.04 Statement of Account.** Upon payment of a reasonable fee not to exceed \$50.00, and pursuant to the written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit, the Association shall issue a written statement setting forth the following: the amount of any unpaid Assessments, if any, with respect to such Unit; the amount of the current Annual Assessment; and the date such Assessments become or became due. Such statement shall be conclusive upon the Association in favor of Owners, Mortgagees, prospective Mortgagees, or prospective purchases of a Unit who rely thereon in good faith.

**ARTICLE IX**  
**Insurance**

**9.01 Types of Insurance.** The Association shall obtain and keep in full force and effect the following insurance coverage:

(a) Property and fire insurance with extended coverage and standard all-risk endorsements, including vandalism and malicious mischief, on Common Area and Limited Common Area. The total amount of insurance, after application of deductibles, shall be one hundred percent (100%) of the replacement value of the insured property exclusive of land, foundations and other items normally excluded from property policies.

(b) Comprehensive public liability and property damage insurance, including medical payments insurance, in an amount to be determined by the Board, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the ownership, operation, maintenance or other use of the Common Area. This policy shall also cover operation of automobiles or other vehicles or equipment on behalf of the Association. The extent of coverage shall be reviewed annually to determine whether the coverage is adequate or should be adjusted.

(c) Workmen's compensation and employer's liability insurance in the amounts and in the forms required by law, unless the Association has no employees which would require such coverage.

(d) Fidelity coverage against the dishonesty of employees, destruction or disappearance of money or securities, and forgery, in such forms and in such amounts as the Board deems appropriate. This policy shall also cover persons who serve the Association without compensation.

(e) Coverage of members of the Board and officers of the Association against libel, slander, false arrest, invasion of privacy and errors and omissions and other forms of liability generally covered in a standard officer and director liability policy.

(f) Coverage against such other risks of a similar or dissimilar nature as the Board deems appropriate.

(g) Notwithstanding the preceding, the Association shall be permitted to omit any of the coverage described in subsections (d), (e) or (f) above where premiums are unreasonably expensive or the coverage is not available in this geographic area or the coverage is not offered by a carrier of sufficient credit rating.

**9.02 Named Insured.** The Association shall be the named insured under each of said policies. Where appropriate, the trustees, officers and other agents of the Association may be named as additional insureds. The certificate or memoranda of insurance, duplicate originals of all policies and renewals, and proof of payment of premiums shall be issued to the Association, and upon request, to any Owner who is a named insured. Provided that such arrangements can be made with the Association's insurers and provided further there shall be no additional cost to the Association (other than a nominal cost not to exceed \$100.00 per policy annually) each policy shall provide that twenty (20) calendar days written notice will be given to each Owner prior to any cancellation of such policy. The Association shall promptly report, in writing, to all



Owners any claims made against the Association, which report shall contain the name of the claimant, date the Association received notice of the claim, amount of the claims (if known), and a brief description of the nature of the claim.

**9.03 Form of Policies.** The Association shall make every effort to secure insurance policies that will provide for the following:

- (a) The insurer shall waive subrogation as to any claims against the Association, the Manager (if any), other Owners, and their respective employees, agents and guests;
- (b) The policy or policies on the Property cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;
- (c) The policy or policies on the Property cannot be cancelled, 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;
- (d) Any “no other insurance” clause in the policy or policies on the Property shall exclude individual Owners’ policies from consideration; and
- (e) The policy or policies can be cancelled and the insurance thereunder can be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or noncompliance with any provision of such policy or policies, including payment of the insurance premiums applicable to that Owner’s interest or who permits or fails to prevent the happening of any event (whether occurring before or after a loss) which under the provisions of such policy would otherwise invalidate or suspend the entire policy.

**9.04 Adjustment and Contribution.** Exclusive authority to adjust losses under policies maintained by the Association shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

**9.05 Owners’ Own Insurance.** Notwithstanding the provisions hereof, each Owner may obtain insurance at their own expense providing coverage upon their Unit, their personal property, for their personal liability and covering such other risks as they 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 Declaration. All such insurance on an Owner’s Unit shall waive the insurance company’s right of subrogation against the Association, the Manager (if any), other Owners, and their respective employees, agents and guests.

## ARTICLE X

### Destruction, Condemnation and Obsolescence

**10.01 Definitions.** As used in this Article, each of the following terms shall have the meaning indicated:

- (a) “Available Funds” shall mean any proceeds of insurance, condemnation award, payments in lieu of condemnation, and any uncommitted funds of the Association,

including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a Mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a Unit for the condemnation or taking of the Unit in which they are interested.

(b) "Estimated Costs of Restoration" shall mean the estimated costs of Restoration.

(c) "Restoration" shall mean restoration of the Property, to the extent reasonably possible, in accordance with the Declaration, the Maps, and the original plans and specifications for the Property, and to a condition the same or substantially the same as the condition in which the Property existed prior to the damage or destruction concerned; and to the extent no so possible, "Restoration" shall mean restoration of the Property to an attractive, sound and desirable condition.

(d) "Restored Value" shall mean the value of the Property after Restoration.

(e) "Substantial Condemnation" shall exist whenever a complete taking or part of the Property has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

(f) "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Property of any part thereof, the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

(g) "Substantial Obsolescence" shall exist whenever the Property or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Property. "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

**10.02 Determination by Board.** Upon the occurrence of any damage or destruction to the Property or any part thereof, or upon a complete or partial taking of the Property under eminent domain or by grant or conveyance in lieu thereof, the Board shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Property. In addition, the Board shall, from time to time, review the condition of the Property to determine whether Substantial Obsolescence exists. In making such determinations, the Board may retain and rely upon one or more qualified appraisers or other professionals.

**10.03 Restoration of Property.** Restoration of the Property shall be undertaken by the Board promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation or Substantial Obsolescence unless the failure to make

Restoration is consented to by Owners collectively holding at least sixty-seven percent (67%) of the Property's undivided ownership. Within thirty (30) days after the Board has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner a written description of the destruction, condemnation, or state of obsolescence involved, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preference of the Owners regarding Restoration. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Board or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Area. Payment to any Owner whose Unit is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee. In the event the cost of Restoration exceeds Available Funds, all of the Units shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership in the Common Area. In the event that all or a portion of one or more Units will not be the subject of Restoration (even though the Property will continue as a condominium project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided ownership interest in the Common Area shall be immediately reallocated to the remaining Units in the same manner as the prior allocation was made.

**10.04 Sale of Property.** Unless Restoration is accomplished in accordance with the foregoing Section, the Property shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, condominium ownership under this Declaration and the Maps shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Board to the Owners in proportion to their respective undivided interests in the Common Area. Payment to any Owner whose Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

**10.05 Authority of Board to Restore or Sell.** The Board, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Area. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Owners and their Mortgagees as their interests may appear. The Board, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Property and each Unit therein wherever Restoration or sale, as the case may be, is undertaken as provided herein. Such authority shall include the right and power to enter into any contracts, instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

## **ARTICLE XI** **Mortgages**

### **11.01 Mortgagee Protection.**

(a) The lien or claim against a Unit for unpaid Assessments or charges levied by the Board pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date such Assessments or charges became due.

(b) The lien or claim against a Unit for such unpaid Assessment or charges shall not be affected by any sale or transfer of such Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish a subordinate lien for such Assessment or charges which become payable prior to such sale or transfer. Nevertheless, any such unpaid Assessment or charges which are extinguished in accordance with the foregoing may be reallocated and assessed to all Units as common expenses if not otherwise collectible from the Owner of the subject Unit who is personally responsible for payment of the Assessment. Any such sale or transfer pursuant to a foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit for liability for, nor such Unit from the lien of, any Assessment or charges becoming due thereafter. The Owner at the time the subject Assessment is due and payable shall remain personally liable for such Assessment notwithstanding any foreclosure or exercise of a power of sale with respect to a Unit.

**11.02 Access to Records.** The Board or Manager shall make available to Owners, to lenders, and to holders, insurers, and guarantors of any Mortgage current copies of this Declaration, the Maps, the Articles, the Bylaws and Rules and Regulations concerning the Property. "Available", as used in this subsection, shall mean available for inspection upon reasonable prior written request during normal business hours or under other reasonable circumstances.

## **ARTICLE XII**

### **Association Rental Pool**

**12.01 Participation of Units.** The Property as a whole has historically been operated as a bed and breakfast with all Units participating in an Association operated Rental Pool. To the extent a Unit is not used by its Owner for personal use, all Units shall be required to participate in the Rental Pool, and the Owners thereof shall be prohibited from renting out their Unit on their own in competition with the Rental Pool.

#### **12.02 Operations.**

(a) The Manager shall oversee and conduct the Rental Pool, and subject to the approval of the Board may retain the services of such employees or independent contractors as may be necessary for the operation of the Rental Pool.

(b) General expenses of the Rental Pool shall be paid for by all Units participating in the Rental Pool which will be proportionate to the amount of use and rental of the Unit. Expenses associated with a particular rental of a Unit, such as maid and laundry services, shall be payable by the Owner of the subject Unit. Any expenses payable by an Owner with respect to the Rental Pool shall be collectible by the Association in the same manner as an Assessment against the Unit as provided in this Declaration, provided that unlike other Assessments the expenses of the Rental Pool shall be levied against each Unit based on amount of use and nights rented.

(c) The income earned with respect to each Unit shall be payable to the Owner thereof. Reasonable efforts shall be made to equitably distribute rental use across the Units, subject to the personal preference of the guests and the physical characteristics of each Unit, as well as the availability of each Unit in light of Owner usage thereof. Individual Owners may

undertake their own efforts to market their Unit for rent in an effort to maximize the rentals associated with their Unit, provided that all rentals of their Unit generated by an Owner's own efforts are conducted through the Rental Pool, including reservations, payment, etc.

(d) There shall be a two (2) night minimum stay required for all rentals.

(e) The Board may establish Rules and Regulations with respect to Owner usage of Units, the payment of Rental Pool expenses, and the disbursement of Rental Pool income.

**12.03 Privacy Policy.** The dissemination of the financial, personal and other private information of guests of the Rental Pool shall be subject to the federal Privacy Protection Act of 1980, the Gramm-Leach-Bliley Act of 1999, and any other applicable state or federal law as the same may be adopted or amended from time to time. The Board shall also adopt a privacy policy on behalf of the Association governing the dissemination to Owners and other third parties of the financial, personal and other private information of guests of the Rental Pool, , and which shall expressly prohibit disclosure of the identity of the individuals occupying the Unit or any contact or financial information for such individuals.

### **ARTICLE XIII** **General Provisions**

**13.01 Term.** This Declaration shall remain in full force and effect perpetually unless and until amended in whole or in part as provided for herein. In the event that the "rule against perpetuities" or some other common law or statutory rule is applied to prevent this Declaration from remaining in effect perpetually, or otherwise limiting the term thereof, then this Declaration shall remain in full force and effect for successive periods of twenty (20) years each, with the first twenty (20) year period commencing on the date this Amended and Restated Declaration is recorded in the office of the Summit County Recorder. Upon the expiration of the then-current twenty (20) year period, the Declaration shall automatically be renewed and remain in full force and effect for another twenty (20) year period unless prior to the expiration of the then-current Declaration a written instrument satisfying the requirements in Section 8.02 below for the amendment of this Declaration is recorded in the office of the Summit County Recorder terminating this Declaration. Amendments to this Declaration in whole or in part are not limited to the expiration of each twenty (20) year period, but rather any such amendments may be made to this Declaration at any time as set forth in Section 8.02 below, including amendments to terminate the Declaration as a whole, with the intent of the implementation of the successive twenty (20) year periods being solely to ensure the ongoing effectiveness of the Declaration with respect to the Property.

**13.02 Amendments.** Except as otherwise expressly provided herein, this Declaration may be amended by the affirmative vote of no less than sixty-seven percent (67%) of the votes exercisable by Owners. Amendments to this Declaration by the Owners may only be made after written notice to all Owners of the proposed amendment, which amendments shall then be approved at either a meeting called for that purpose or pursuant to the provisions of Section 13.03 below. A written instrument setting forth the amendments to be made shall be recorded in the office of the Summit County Recorder within six (6) months after the date of such meeting, and shall be executed (and such signatures shall be notarized) by either (i) the President and

Secretary of the Association confirming that the necessary number of votes approved the amendment pursuant to this Section (in which case the Association shall maintain adequate written records evidencing such vote), or (ii) by the actual Owners controlling more than sixty-seven percent (67%) of the votes exercisable by the Owners (which may be done in counterparts by the various Owners).

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

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

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

(c) The consent of all Persons who collectively constitute an Owner of a particular Unit shall be secured for purposes of this Section.

**13.04 Service.** Either the Registered Agent or the President of the Association is authorized to receive service of process on behalf of the Association. However, the Board shall have the right to appoint a successor or substitute process agent. The agent who is authorized to receive service of process on behalf of the Association and the Owners of the Property for purposes of the Utah Condominium Ownership Act as referenced in Section 57-8-10(2)(d)(iii) of the Utah Code is the Registered Agent for the Association on file with the Utah Division of Corporations.

**13.05 Successors and Assigns.** This Declaration and all the terms and provisions hereof shall be binding upon the Owners, their respective legal representatives, heirs, successors and assigns.

**13.06 Captions and Pronouns.** Captions contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way do they define, limit or describe the scope of this Declaration or the intent of any provision hereof. Whenever the singular number is used in this Declaration and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

**13.07 No Waiver.** No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to the Association or an Owner shall impair or affect the right of the Association or any Owner to exercise the same. Any extension of time or other indulgence granted to an Owner hereunder shall not otherwise alter or affect any power, remedy or right of any other Owner or the Association, or the obligations of the Owner to whom such extension or indulgence is granted.

**13.08 Severability.** If any provision of this Declaration, or the application of such provision to any Person, Unit or circumstance, shall be held invalid, the remainder of this

Declaration, or the application of such provision to Persons, Units or circumstances other than those as to which it is held invalid, shall not be affected thereby.

**13.09 Intent and Purpose.** The provisions of this Declaration and any supplemental or subsequent Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project on the Property.

**13.10 Registration of Mailing Address.** Each Owner shall be required to provide the Association through the Board or Manager with the Owner's current mailing address. All notices and demands intended to be served upon any Owner shall be deemed effective if sent to the mailing address the Owner last provided to the Association, or if no such mailing address as been provided then by personal delivery to the Owner's Unit. All notices and demands intended to be served upon the Association by any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the Association at its principal office on file with the Utah Division of Corporations. Except as otherwise provided herein or required by law, any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. mail, postage prepaid, addressed as provided for in this Section.

**13.11 Audit.** Any Owner may at any reasonable time, upon appointment and at his own expense cause an audit or inspection to be made of the books and records maintained by the Association, subject to provisions of Section 12.03 above. The Association, as part of the general expenses of the Association, shall obtain an annual audit by certified public accountants of all books and records pertaining to the Property, and copies thereof shall be furnished to the Owners.

**13.12 Owners' Obligations.** All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that they may be leasing, renting, or selling under contract their Unit. The Owner of a Unit within the Property shall have no liability for expenses or other obligations (except interest on prior obligations) accruing after they convey title to their Unit.

**13.13 Notification of Sale of Residential Unit.** The Association shall not be required to recognize the grantee a Unit for any purpose unless and until the Association has had five (5) calendar days written notice of proof of such transfer or sale, and all provisions under this Declaration as to payments and compliance have been satisfied by the transferor and/or transferee prior to such notification.

**13.14 Suspension of Privileges.** If any Owner shall be in breach of this Declaration, the Bylaws or the Rules and Regulations promulgated by the Association, including but not limited to, the failure of such Owner to pay Assessments on or before the due date thereof, the Association may suspend such Owner's right to reserve the use of their Unit for their own personal use outside of the Rental Pool and the right of such Owner to participate in any vote or other determination provided for herein or the Bylaws.

IN WITNESS WHEREOF, the undersigned Owners have executed this Amended and Restated Declaration of Condominium for The Blue Church Lodge effective as of the date of recordation.

*{Multiple Signature Pages on Following Pages}*



The undersigned Owner of UNIT A hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 11 day of September, 2017.

[Signature]  
(signature)

[Signature]  
(signature)

Michael Accardi  
(printed name)

CARRIE W. ACCARDI  
(printed name)

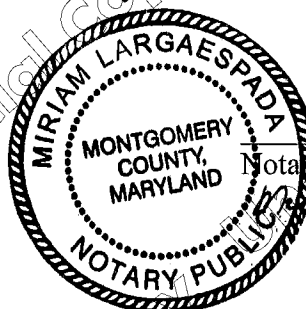
**Acknowledgement**

State of Maryland  
County of Montgomery ss.

On this the 11 day of September, 2017, personally appeared before me,

Michael L. Accardi and Carrie W. Accardi,

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 are the current record owner of the above-referenced Unit A of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.



[Signature]  
Notary Public  
Commission Expires: 2/17/21

The undersigned Owner of UNIT B hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 15 day of September, 2017.

[Signature]  
(signature)

\_\_\_\_\_  
(signature)

[Signature]  
(printed name)

\_\_\_\_\_  
(printed name)

**Acknowledgement**

State of Virginia  
County of Rockingham : ss.

On this the 15<sup>th</sup> day of September, 2017, personally appeared before me, ROVIN D. ASH and \_\_\_\_\_,

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 are the current record owner of the above-referenced Unit B of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.



[Signature]  
Notary Public

The undersigned Owner of UNIT C hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 13 day of September, 2017.

\* [Signature]  
(signature)

\_\_\_\_\_  
(signature)

\* Raymond A. Kennedy  
(printed name)

\_\_\_\_\_  
(printed name)

**Acknowledgement**

State of Indiana  
County of Hamilton ss.

On this the 13 day of September, 2017, personally appeared before me, Raymond A. Kennedy and \_\_\_\_\_,

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 are the current record owner of the above-referenced Unit C of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.



[Signature]  
Notary Public

The undersigned Owner of UNIT D hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 11 day of SEPTEMBER, 2017.

Michael D Harris  
(signature)

\_\_\_\_\_  
(signature)

MICHAEL D. HARRIS  
(printed name)

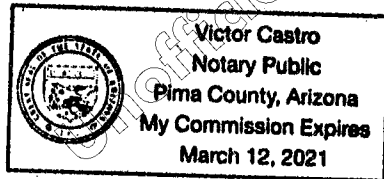
\_\_\_\_\_  
(printed name)

**Acknowledgement**

State of Arizona  
County of Pima : ss.

On this the 11<sup>th</sup> day of September, 2017, personally appeared before me, Victor Castro and Michael D. Harris,

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 are the current record owner of the above-referenced Unit D of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.



[Signature]  
Notary Public

The undersigned Owner of UNIT E hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 7<sup>th</sup> day of September 2017.

[Signature]  
(signature)

\_\_\_\_\_  
(signature)

The Robert S. Solomon, II Revocable Trust  
(printed name)

\_\_\_\_\_  
(printed name)

**Acknowledgement**

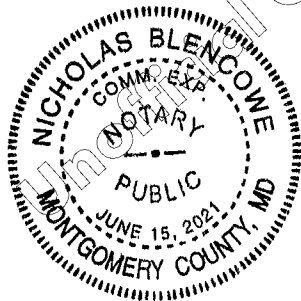
(State of Maryland)  
ss.

County of Montgomery)

On this the 7<sup>th</sup> day of September, 2017, personally appeared before me,

Robert Saloman and \_\_\_\_\_,

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 are the current record owner of the above-referenced Unit E of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.



[Signature]  
Notary Public

The undersigned Owner of **UNIT F** hereby approves the Amended and Restated

Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 26<sup>th</sup> day of September, 2017.

Judith C. Lewis  
(signature)

Judith C. Lewis  
(printed name)

Robert J. Lewis  
(signature)

ROBERT J. LEWIS  
(printed name)

**Acknowledgement**

State of Virginia )  
 ) ss.  
County of Carroll )

On this the 26<sup>th</sup> day of September, 2017, personally appeared before me,  
Judith C. Lewis and Robert J. Lewis,

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 are the current record owner of the above-referenced Unit F of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.

Karla Maritza Graclas  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 291443  
My Commission Expires August 31, 2021

Karla Maritza Graclas  
Notary Public  
Registration # 291443  
Commission Expires 8/31/21

The undersigned Owner of UNIT G hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 11 day of September, 2017.

[Signature]  
(signature)

N/A  
(signature)

Jennifer Beck-Schmidt  
(printed name)

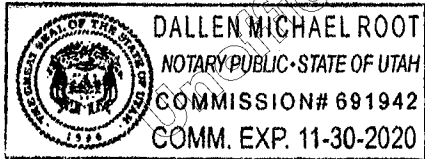
N/A  
(printed name)

**Acknowledgement**

State of UTAH )  
 ) ss.  
County of Summit )

On this the 11 day of SEPTEMBER, 2017, personally appeared before me, JENNIFER BECK-SCHMIDT and N/A,

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 are the current record owner of the above-referenced Unit G of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.



[Signature]  
Notary Public



The undersigned Owner of UNIT H hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 11 day of September, 20 17.

[Signature]  
(signature)

\_\_\_\_\_  
(signature)

Michael Accardi - President  
(printed name)

\_\_\_\_\_  
(printed name)

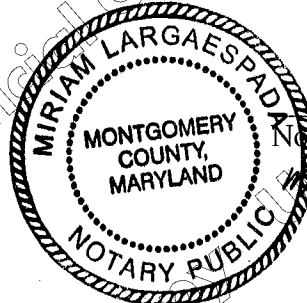
**Acknowledgement**

State of Maryland  
County of Montgomery ss.

On this the 11 day of September, 20 17, personally appeared before me,

Michael L. Accardi and \_\_\_\_\_

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 are the current record owner of the above-referenced Unit H of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.



[Signature]  
Notary Public  
My Commission Expires: 2/17/21

The undersigned Owner of UNIT 1 hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 8 day of September, 2017.

[Signature]  
(signature)

[Signature]  
(signature)

William W Budd Jr  
(printed name)

Karen Foley Budd  
(printed name)

**Acknowledgement**

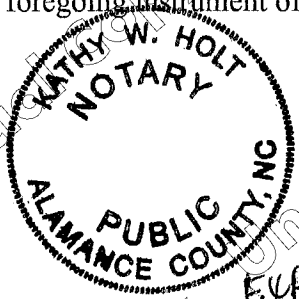
State of North Carolina

County of Alamance ss.

On this the 8 day of Sept, 2017, personally appeared before me,

William W Budd Jr and Karen Foley Budd,

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 are the current record owner of the above-referenced Unit 1 of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.



*Expiration 11-3-2020*

[Signature]  
Notary Public

The undersigned Owner of UNIT 2 hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 21 day of Sept, 2017.

[Signature]  
(signature)  
Jim Brown  
(printed name)

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name)

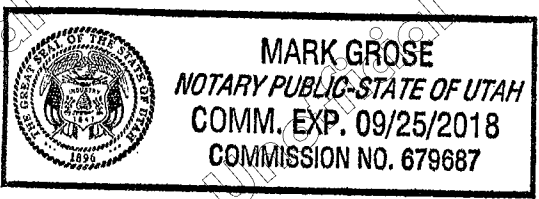
**Acknowledgement**

State of Utah  
County of Summit : ss.

On this the 21<sup>st</sup> day of Sept, 2017, personally appeared before me,

James Brown and \_\_\_\_\_,

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 are the current record owner of the above-referenced Unit 2 of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.



[Signature]  
Notary Public

The undersigned Owner of UNIT 3 hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 25 day of September, 2017.

Shawna Hood  
(signature)

\_\_\_\_\_  
(signature)

Shawna Hood  
(printed name)

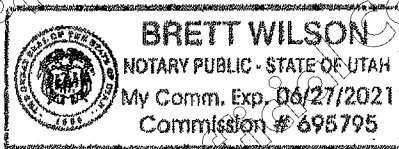
\_\_\_\_\_  
(printed name)

**Acknowledgement**

State of Utah  
County of Salt Lake ss.

On this the 25<sup>th</sup> day of September, 2017, personally appeared before me, Shawna Hood and \_\_\_\_\_,

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 are the current record owner of the above-referenced Unit 3 of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.




[Signature]  
Notary Public

The undersigned Owner of **UNIT 4** hereby approves the Amended and Restated Declaration of Condominium for The Blue Church Lodge attached hereto.

Executed this 13<sup>th</sup> day of September, 20 17.

  
\_\_\_\_\_  
(signature)

THOMAS C. RITTER  
\_\_\_\_\_  
(printed name)

  
\_\_\_\_\_  
(signature)

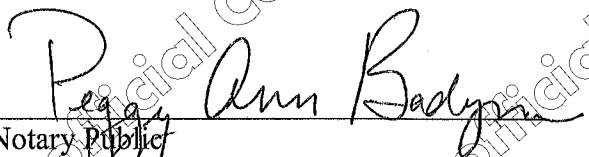
Thorsten M Ritter  
\_\_\_\_\_  
(printed name)

**Acknowledgement**

(State of Michigan)  
ss.  
County of Oakland)

On this the 13 day of September, 20 17, personally appeared before me,  
Thomas C Ritter and Thorsten M Ritter,  
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 are the current record owner of the above-referenced Unit 4 of The Blue Church Lodge (collectively consisting of The Blue Church Lodge and The Rectories) located in Park City, Summit County, Utah, and that they signed the foregoing instrument of their own voluntary act.

PEGGY ANN BADYNA  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Feb 10, 2022  
ACTING IN COUNTY OF OAKLAND

  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**TO**  
**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**THE BLUE CHURCH LODGE**

All of Lots 26 and 27, Block 10, according to the official Park City Survey Amended, of record in the office of the Summit County Recorder.

All of Lots 9, 10 and 11, Block 4, according to the official Park City Survey Amended, of record in the office of the Summit County Recorder.

All of Units A, B, C, D, E, F, G & H, The Blue Church Lodge Condominiums, a Utah condominium project, together with the respective undivided interests in the common areas and facilities assigned to each unit, as identified and established in the Record of Survey Map for The Blue Church Lodge Condominium, recorded in the office of the Summit County Recorder on August 6, 1984, as Entry No. 223678.

All of Units 1, 2, 3, 4, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12 & P-13, The Rectories, a Utah condominium project, together with the respective undivided interests in the common areas and facilities assigned to each unit, as identified and established in the Record of Survey Map for The Rectories, recorded in the office of the Summit County Recorder on August 30, 1979, as Entry No. 158966.

Parcel Nos.:	BCL-A	REC-1	REC-P-1
	BCL-B	REC-2	REC-P-2
	BCL-C	REC-3	REC-P-3
	BCL-D	REC-4	REC-P-4
	BCL-E		REC-P-5
	BCL-F		REC-P-6
	BCL-G		REC-P-7
	BCL-H		REC-P-8
			REC-P-9
			REC-P-10
			REC-P-11
			REC-P-12
			REC-P-13

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE BLUE CHURCH LODGE *Exhibit A*

**EXHIBIT B**  
**TO**  
**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**THE BLUE CHURCH LODGE**

<u>UNIT</u>	<u>SQUARE FEET</u>	<u>% INTEREST</u>	<u>VOTES</u>
A	1,240	10.54%	1,054
B	970	8.25%	825
C	990	8.41%	841
D	820	6.97%	697
E	1,005	8.55%	855
F	570	4.85%	485
G	970	8.25%	825
H	985	8.38%	838
1	985	8.38%	838
2	1,005	8.55%	855
3	1,100	9.35%	935
4	1,120	9.52%	952
	11,760	100.00%	10,000

*Exclusive of Unit H while Unit H used as Common Area pursuant to Lease*

<u>UNIT</u>	<u>SQUARE FEET</u>	<u>% INTEREST</u>	<u>VOTES</u>
A	1,240	11.51%	1,151
B	970	9.00%	900
C	990	9.19%	919
D	820	7.61%	761
E	1,005	9.33%	933
F	570	5.29%	529
G	970	9.00%	900
1	985	9.14%	914
2	1,005	9.33%	933
3	1,100	10.21%	1,021
4	1,120	10.39%	1,039
	10,775	100.00%	10,000

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE BLUE CHURCH LODGE *Exhibit B*



**EXHIBIT C**  
**TO**  
**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**THE BLUE CHURCH LODGE**

*Articles of Incorporation*  
*of*  
*The Blue Church Lodge Condominium Owners Association*  
*are attached hereto*

FILED in the office of the Lieutenant Governor  
of the State of Utah on the 12<sup>th</sup>

April A.D. 19 84

DAVID S. MONSON  
Lieutenant Governor

County Clerk 102 Fees 2.00

ARTICLES OF INCORPORATION

OF

BLUE CHURCH LODGE CONDOMINIUM OWNERS ASSOCIATION V. SEC. OF STATE

109232

RECEIVED  
1984 APR -1 AM 11:41

We, the undersigned, for the purpose of forming a corporation pursuant to the Utah Nonprofit Corporation Cooperative Association Act do hereby certify, in the capacity of incorporators, the following

RECEIVED  
1984 APR 12 PM 4:30  
T. GOV. SEC. OF STATE

ARTICLE I: NAME

The name of the corporation is BLUE CHURCH LODGE CONDOMINIUM OWNERS ASSOCIATION.

261 8605 3/01/84 8.00 TI

ARTICLE II: DURATION

The duration of the corporation shall be perpetual unless dissolved sooner according to law.

ARTICLE III: NONPROFIT

The corporation shall be nonprofit pursuant to Section 16-6-46 of the nonprofit corporation laws of the State of Utah.

ARTICLE IV: PRINCIPAL OFFICE

The principal office of this nonprofit corporation shall be located at 424 Park Avenue, Park City, Utah 84060. The registered agent shall be Douglas E. Wahlquist, 72 East 400 South, Suite 240, Salt Lake City, Utah 84111.

ARTICLE V: PURPOSES AND POWERS

The corporation's purposes and powers will be to maintain, operate and manage a condominium residential building and improvements situated

at 424 Park Avenue, Park City, Utah 84060, and in furtherance of those purposes to exercise all the powers permitted to be exercised by not-for-profit corporations under the Utah Nonprofit Corporation Cooperative Association Act.

ARTICLE VI: NONSTOCK CORPORATION

The corporation shall have members made up of the owners of the respective unit, and there shall be no stock, no dividends or pecuniary profits declared or paid to the members hereof.

ARTICLE VII: BOARD OF TRUSTEES AND OFFICERS

Pursuant to the nonprofit corporation laws of the State of Utah, the corporation shall be governed by a Board of Trustees consisting of not less than three (3) natural persons.

The initial Board of Trustees shall serve for a term of one (1) year and be eligible for re-election according to the By-Laws.

The initial Board of Trustees shall consist of:

Robert J. Lewis  
424 Park Avenue  
Park City, Utah 84060

Douglas E. Wahlquist  
72 East 400 South, Suite 240  
Salt Lake City, Utah 84111

Judith C. Lewis  
424 Park Avenue  
Park City, Utah 84060

ARTICLE VIII: BY-LAWS

The affairs of the corporation shall be conducted in accordance with

2.

the Utah Nonprofit Corporation Cooperative Association Act and by the  
By-Laws adopted and amended, from time to time, by its Board of Trustees.

ARTICLE IX: INCORPORATORS

The names and addresses of the incorporators are:

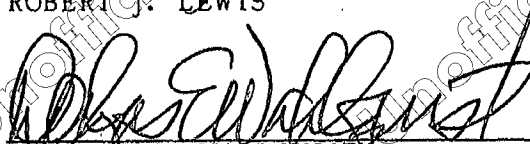
Robert J. Lewis  
424 Park Avenue  
Park City, Utah 84060


Douglas E. Wahlquist  
72 East 400 South, Suite 240  
Salt Lake City, Utah 84111

Judith C. Lewis  
424 Park Avenue  
Park City, Utah 84060

SUBSCRIBED AND ACKNOWLEDGED by the incorporators in certification  
of these Articles of Incorporation this the 28<sup>th</sup> day of February, 1984.

  
ROBERT J. LEWIS

  
DOUGLAS E. WAHLQUIST

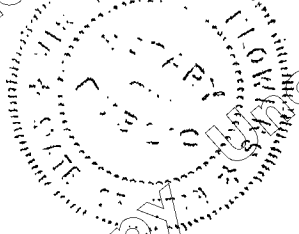
  
JUDITH C. LEWIS

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

I, Virginia L. Thomas, a Notary Public, hereby certify  
that on the 28<sup>th</sup> day of February, 1984, personally appeared

3.

before me, Robert J. Lewis, Douglas E. Wahlquist and Judith C. Lewis,  
who being by me first duly sworn, severally declared that they are the  
persons who signed the foregoing document as incorporators, and that the  
statements therein contained are true.



*Theresa L. Flowers*  
NOTARY PUBLIC  
Residing at *Salt Lake County, Utah*

My Commission Expires: *5/24/86*

**EXHIBIT D**  
**TO**  
**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**THE BLUE CHURCH LODGE**

*Bylaws*  
*of*  
*The Blue Church Lodge Condominium Owners Association*  
*are attached hereto*

**AMENDED AND RESTATED  
BYLAWS  
OF  
THE BLUE CHURCH LODGE  
CONDOMINIUM OWNERS ASSOCIATION  
a Utah nonprofit corporation**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (the "Act") and the Articles of Incorporation of The Blue Church Lodge Condominium Owners Association, the Board of Trustees of The Blue Church Lodge Condominium Owners Association hereby adopts the following Amended and Restated Bylaws of The Blue Church Lodge Condominium Owners Association, a Utah nonprofit corporation (the "Association").

**ARTICLE I  
Organization, Offices and Property**

**1.01 Name.** The name of the Association is The Blue Church Lodge Condominium Owners Association.

**1.02 Principal Place of Business.** The address of the Association's principal place of business is currently 424 Park Avenue, Park City, Utah (mailing address: P.O. Box 1720, Park City, Utah 84060-1720). 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 or Salt Lake 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, 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, electronically via e-mail, 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, electronically via e-mail, or by first-class mail, or by facsimile transmission, or by e-mail transmission, addressed to the member at the 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 address appears on the Association's books or is given by the member, notice shall be deemed to have been given if sent to that member by first-class mail to 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. 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 if they shall be available to the member on written demand of the member at the principal office of the Association for a period of one (1) year from the date of the giving of the notice.

(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 via means of electronic communication which includes web conferencing, video conferencing and telephone conferencing, so long as the person so participating in the meeting can hear and be heard, 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) 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.

(d) Borrow money and incur indebtedness on behalf of the Association, and cause to be executed and delivered for the Association's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

**3.02 Number.** The number of the trustees of the Association shall be no less than three (3) and no more than five (5), as determined from time to time by a majority vote of the members at any annual meeting at which trustees are to be elected, provided that their terms of office are staggered such that approximately one-half (1/2) of the trustees are elected at each annual meeting of the members, and further provided that there shall always be an odd number of authorized trustees.

**3.03 Election and Term of Office.** The trustees shall be elected by the members at an annual meeting of members. Subject to the need for an initial term to be less than two (2) years in order to stagger the terms of the Trustees as set forth in Section 3.02 above, each trustee shall serve for a term of two (2) years.

**3.04 Vacancies.** Subject to the provisions set forth herein, vacancies in the Board of Trustees may be filled on an interim basis by a majority of the remaining trustees, though less than a quorum, or by a sole remaining trustee. Each trustee appointed by the Board of Trustees on an interim basis shall hold office until the next annual meeting of the members, at which time the members shall elect a trustee to serve for the remaining unexpired term of the trustee who had previously resigned or been removed. 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, such vacancy may be filled only by a majority vote of a duly constituted quorum of members. No reduction of the authorized number of trustees shall have the effect of removing any trustee before that trustee's term of office expires.

**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 by Telephone.** Any meeting, regular or special, may be held by means of electronic communication which includes web conferencing, video conferencing and telephone conferencing 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 trustees.

#### **ARTICLE IV** **Officers**

**4.01 Officers.** The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. The Association may also have, at the discretion of the Board of Trustees, such other officers (such as additional Vice Presidents, 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. 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, and shall keep the seal of the Association, if one be adopted, in safe custody.

(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 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 have such other powers and duties as may be prescribed by the Board of Trustees.

#### **4.10 Treasurer.**

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

(b) Treasurer 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.

(c) The Treasurer shall deposit 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 Treasurer shall disburse the funds of the Association as may be ordered by the Board of Trustees, shall render to the President and the trustees, whenever they request it, an account of all such transactions and of the financial condition of the Association.

(d) The Treasurer shall have such other powers and duties as may be prescribed by the Board of 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 Corporate 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 Amendments.** Amendments to these Bylaws shall be made in writing by resolution of the Board of Trustees.

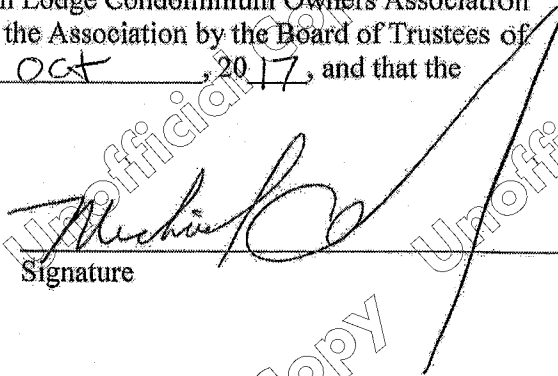
**6.06 Captions and Pronouns.** Captions contained in these Bylaws are inserted only as a matter of convenience and for reference, and in no way do they define, limit or describe the scope of these Bylaws or the intent of any provision hereof. Whenever the singular number is used in these Bylaws, and 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.

**CERTIFICATE OF BOARD OF TRUSTEES**

The undersigned hereby certify that they are the currently acting Board of Trustees of the The Blue Church Lodge Condominium Owners Association, a Utah nonprofit corporation, that pursuant to the unanimous consent of the Board of Trustees of the Association the foregoing Amended and Restated Bylaws of The Blue Church Lodge Condominium Owners Association were duly and regularly adopted as the Bylaws for the Association by the Board of Trustees of the Association, effective as of the 12 day of OCT, 2017, and that the foregoing Bylaws are now in full force and effect.

Michael Accardi- President

Printed Name



Signature

Printed Name

Signature

Printed Name

Signature

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ROBERT J. LEWIS  
Printed Name

*Robert J. Lewis*  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

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Michael Accardi- President

Printed Name



Signature

Jennifer Beck-Schmidt

Printed Name



Signature

Printed Name

Signature