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**THIRD AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GLENDON WAY CONDOMINIUMS
(Including Bylaws)
A Utah Condominium Project**

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**THIRD AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GLENDON WAY CONDOMINIUMS**

A. THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Glendon Way Condominiums is made on the date evidenced below by the Glendon Way Homeowner's Association, Inc., a domestic nonprofit corporation (the "Association"), established to govern the common affairs of the Association's members and enforce the covenants, conditions, restrictions and rules of the Association.

B. Glendon Way Condominiums was originally known as the Clover Hollow Planned Unit Development, **also known as Clover Hollow Condominium Project**, and was developed in phases and over time. Further, the "Project" has already been subjected to Utah's Condominiums Ownership Act.

C. As a result of the construction in phases, multiple Declarations of Covenants, Conditions, and Restrictions have been filed in the public record as set forth below:

i. Original Restrictive Covenants filed on or about August 5, 1977, as entry number 2979250 in book 4528 commencing at page 1305 and continuing through page 1324.

ii. Subsequent Amendment filed on or about April 30, 1979 as entry number 3271925, book 4853 commencing at page 1199 and continuing through page 1217.

iii. Subsequent Declarations for Individual (Condominium) Units filed on April 30, 1979, for Units 14-26 commencing at entry number 3271927, book 4853, page 1240 and continuing through entry number 3271938, book 4853, through page 1263 governing units 14-26 inclusive.

iv. Second Amended Declaration filed on March 23, 1982, by the Clover Hollow Community Association (a.k.a. Clover Hollow Condominium Project) as entry number 3659506, book 5534, commencing at page 388 and continuing through 411, lots 1-26 inclusively.

D. The Clover Hollow Community Association is now known as **Glendon Way Home Owners Association, Inc.**, which Association was created as a Utah non-profit corporation on February 21, 1985 and is the current governing owners association for common area and all units in the Clover Hollow Planned Unit Development, Lots 1-26, including those properties identified as part of the former Clover Hollow Condominium Project.

E. Pursuant to the 1982 Second Amended Declaration, at least fifty-one percent (51%) of the voting interests of the Association have affirmatively approved the adoption of this document.

F. The Association's Bylaws, attached as **Exhibit C**, shall be binding upon all real property described in Exhibit A attached hereto and it is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the property or any unit created by this Declaration, that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial in all of the described units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire property and upon each such unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the property or any security interests therein without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of units under security instruments.

G. Glendon Way, a Utah condominium project, has been submitted to Utah Condominium Ownership Act, Utah Code Ann. §57-8-1 *et seq.* (the "Act"), as amended from time to time, with the rights, privileges and obligations as set forth herein and in the Act.

H. The purpose and intent of this Declaration and Bylaws is to replace, amend, supersede and consolidate all prior versions of the Declarations into one comprehensive document.

ARTICLE I - DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

1.1 *"Act"* means the Utah Condominium Ownership Act (Section 57-8-1 et seq., Utah Code Annotated, 1953), as the same may be amended from time to time.

1.2 *"Assessment"* means any charge imposed or levied by the Association on or against an Owner or Unit pursuant to the terms of this Declaration, the Bylaws or applicable law, including (1) annual/regular assessments; (2) special assessments; (3) emergency; and/or (4) individual assessments as set forth below.

1.3 *"Association"* means and refers to the Glendon Way Homeowner's Association, Inc.

1.4 *"Board of Directors" or "Board"* shall mean and refer to the Board of Directors of the Association vested with the authority to manage the Community and to enforce this Declaration, Bylaws and Rules and Regulations. The term Board of Directors is synonymous and interchangeable with the term "Management Committee" as that term may be used in the governing documents of the Association or the Act.

1.5 *"Bylaws"* means the Bylaws of the Association and recorded simultaneously with this Declaration, as they may be amended from time to time and attached hereto as **Exhibit "C."**

1.6 *"Common Areas"* means, refers to, and includes: (a) The real property, excluding all Units as defined herein, and interests in the real property which this Declaration submits to the terms of the Act; (b) The real property, excluding all Units as defined herein, and interests which comprise Glendon Way Condominiums; (c) All Common Areas designated as such on the Plat Map for Glendon Way Condominiums; (d) All Limited Common Areas; (e) All foundations, roofs, attic spaces, columns, girders, beams, supports and perimeter walls constituting a portion of or included in the improvements which comprise a part of the Project; (f) All installations for and all equipment connected with the furnishing of the project's utility services, such as electricity, gas, water and sewer; (g) In general, all apparatus, installations and facilities included within the Project and existing for common use; (h) The Project's outdoor lighting, fences, landscape, sidewalks, parking spaces, driveways and roads (unless the parking spaces and/or roads have been dedicated to the public); (i) All portions of the Project not specifically included within the individual Units; (j) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management; (k) All Common Areas as defined in the Act, whether or not enumerated herein.

1.7 *"Common Expenses"* means and refers to all sums which are required by the Board of Directors to perform or exercise its functions, duties, or rights under the Act, this Declaration, the Bylaws and such rules and regulations as the Board of Directors may adopt from time to time.

1.8 *"Community"* means all of the land described in attached **Exhibit A**, including any property annexed into the Project.

1.9 *"Community Wide Standard"* means the standard of conduct, maintenance, or other activity generally prevailing in the community, as set forth in this Declaration, the Bylaws and as defined by

the Board of Directors from time to time.

1.10 "Eligible Holder" shall mean any holder, insurer, or guarantor of a first Mortgage who makes a written request to the Association to receive any of the notices provided to Eligible Holders under this Declaration. The written request shall state the name and address of the Eligible Holder and the Unit number to which the Eligible Holder's mortgage interest applies.

1.11 "Governing Documents" shall mean and refer to a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association, including Articles of Incorporation, Bylaws, Plat, this Declaration, Rules and Regulations and architectural guidelines.

1.12 "Improvements" means every structure or improvement of any kind, including but not limited to landscaping, Units, decks, porches, awnings, fences, garages, carports, driveways, storage compartments or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.13 "Limited Common Areas" means all of the real property identified as Limited Common Area on any of the Plat Map(s) for the Project and/or maintained as such pursuant to the terms of this Declaration and intended for use by a particular Unit or Units to the exclusion of other Units. In addition, Limited Common Areas shall include patios, entrance ways and garages also intended for use by a particular Unit or Units to the exclusion of other Unit Owners.

1.14 "Lot" mean any Lot shown as such on any applicable Plat Map. However, for all purposes under this Declaration, Lots shall be deemed Common Area (pursuant to prior Declarations) and maintained as Common Area as contained and described herein.

1.15 "Manager" or "Managing Agent" shall mean and refer to the person or entity retained by the Board of Directors to manage the Property according to the direction of the Board of Director so long as the professional management company is licensed by the State of Utah to engage in the management of real property.

1.16 "Mortgage" means any mortgage or deed of trust encumbering any Unit and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Recorder's Office.

1.17 "Mortgagee" means the person or entity secured by a Mortgage.

1.18 "Notice" including any requirements for notice hereunder shall be defined and carried out as set forth in the Bylaws.

1.19 "Owner" means the person, persons or other entity owning any Unit (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Unit (including the holder of a vendor's interest under a land sale contract, unless otherwise stated in the contract).

1.20 "Percentage Interest" means that each Unit shall have an equal undivided interest in the Common Areas for all purposes under this Declaration as set forth in **Exhibit B** attached hereto.

1.21 "Plat" or "Plat Map" or "Record of Survey Map" (these terms may be used interchangeably herein) means the record of survey map recorded at the County Recorder's Office and any plats recorded among the Recorder's Office in substitution therefor or amendment thereof.

1.22 "Property" or "Project" means Glendon Way Condominiums, including all of the real property described in attached **Exhibit A** and all Units and Common Area.

1.23 "Rules and Regulations" means and refers to those rules and regulations adopted by the Board of Directors from time to time that are deemed necessary for the enjoyment of the Property and Community.

1.24 "Single Family" shall mean: (a) one or more persons related by blood, marriage, adoption, or legal guardianship, including foster children, living together as a single housekeeping unit in a Unit; or (b) a group of not more than three persons not related by blood, marriage, adoption, or legal guardianship living together as a single housekeeping unit in a Unit; or (c) two unrelated persons and their children living together as a single housekeeping unit in a Unit.

1.25 "Unit" means and refers to a separate physical part of the Property intended for independent use and ownership, consisting of rooms and spaces located within a building structure. Units are shown on the appropriate Record of Survey Map. Mechanical equipment and appurtenances located within any one Unit or located outside of said Unit but designated and designed to serve only that specific Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall be all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows, and window frames, doors and door frames, and trim, consisting of, among other items and as appropriate, lath, wallboard or drywall, plasterboard, plaster, paneling, tiles, wallpaper, paint, flooring, carpeting and tile. All interior partitions, all pipes, wires, conduits or public utility lines or installations serving only a specific Unit, and any structural features or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the structure/building within which the Unit is situated shall be considered part of the Unit.

ARTICLE II - PROPERTY DESCRIPTION

2.1. Property Subject the Declaration and Bylaws. Glendon Way, a Utah Condominium Project, is hereby submitted to Utah Code Ann. §57-8-1 et seq. (the Act), and any amendments thereto, with the rights, privileges and obligations of condominium ownership as set forth herein and in the Act. The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Salt Lake County, Utah, also known as "the Community," and is described on **Exhibit A** attached hereto, all of which real property is referred to herein as the "Property."

2.2. Description of Improvements. The significant improvements within Glendon Way Condominiums include twenty-five (25) residential buildings containing 99 Units, patios, and other improvements as shown by the Plat which may also include, but there is no obligation to provide, picnic areas and playgrounds. Less significant improvements consist of outdoor lighting and landscaping. The buildings are composed of the following materials: stucco, siding and stone exteriors. All buildings have basements to one degree or another but not all Units. Structures are one or two story buildings.

2.3 Description and Legal Status of Units. The Map shows the Units and Building designations, their locations, dimensions from which its areas may be determined, those Limited Common Areas which are reserved for such use, and the Common Areas. All Units are residential Units. All Units shall be capable of being independently owned, encumbered, and conveyed.

2.4 Ownership Interest in Common Areas. Neither the undivided interests in the Common Areas nor the right of exclusive use of the Limited Common Areas shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, the undivided ownership interest in the Common Areas and such right of exclusive use shall automatically accompany the transfer of the Unit to which they related.

2.5 Computation of Percentage Interests Each Unit and Unit Owners shall have an equal and undivided interest in the Common Areas. Each Unit shall have the same voting rights, pay an equal assessment (except for individual assessments defined below), and share equally in the common profits and expenses of the Association.

2.6 Covenants Run with the Land. All of the Property shall be owned, conveyed hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of the Association, and each Owner thereof.

2.7 Form of Unit Conveyance - Legal Description of Unit. Each conveyance or installment contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Record of Survey Map with appropriate reference to said Map and to this Declaration, as each shall appear on the records of the County Recorder for Utah County, State of Utah, and in substantially the following form:

Unit ____ shown on the Record of Survey Map for Glendon Way Condominiums, a Utah Condominium Project, appearing in the records of the Salt Lake County Recorder as Entry No. ____ Map No. ____, and as identified in the Declaration of Condominium appearing as Entry No. ____ in Book ____ at Pages ____ of the official records of the _____ County Recorder together with an equal undivided interest in and to the Common Areas appertaining to said Unit as established in said Declaration, as may be amended, and the Map. This conveyance is subject to the provisions of the aforementioned Declaration, including any amendments thereto.

2.8 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction in favor of the Association.

ARTICLE III - PROPERTY RIGHTS AND EASEMENTS

3.1 Use and Occupancy. Except as otherwise expressly provided in this Declaration or the Bylaws, the Owner(s) of a Unit shall be entitled to the exclusive use and benefits of ownership of such Unit. Each Unit, however, shall be bound by, and the Owner shall comply with, the restrictions contained below and all other provisions of the governing documents for the mutual benefit of the Owners.

3.2 Parking Rights. Owners are to park their vehicles in their appurtenant garages. There is 1 additional parking space per Unit. The right to use such parking space shall be assigned to each Unit and may be changed from time to time by Board resolution.

3.3 Restriction on Unit Division. All Owners are prohibited from dividing any and all Units subject to this Declaration unless expressly permitted, in writing, by the Board of Directors (which shall also act as the previously known Architectural Committee and may adopt a set of rules and guidelines regarding renovations, remodeling, and similar activities). A Committee may also be appointed by the Board to handle matters related to architectural and aesthetic issues, under such terms and conditions as the Board deems appropriate.

3.4 Easements Reserved. In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

(a) **Right of Entry.** The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Unit for the purpose of performing maintenance as set forth herein and determining whether or not the Unit is in compliance with this Declaration and Bylaws or whether the use of the Unit is causing damage or harm to the Common Areas or Limited Common Areas. Requests for entry shall be made in advance and at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Unit.

(b) **Utility Easements.** The Association and any public utility provider shall have an easement through all Units and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, as may be necessary. The easement area within each Unit and all improvements therein shall be maintained continuously by the Owner of the Unit of the Association, except for those improvements for which a public authority or utility provider is responsible. Each Unit Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any or the other Unit and serving his or her Unit.

(c) Common Areas. All Owners are hereby granted a non-exclusive right and easement of enjoyment to the Common Areas.

3.5 No Encroachment. No Unit shall encroach upon an adjoining Unit without the express written consent of the Management Board. If, however, an encroachment occurs due to the settlement or shifting of a structure/building or any other reason whatsoever beyond the control of the Board or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

ARTICLE IV - ASSESSMENTS AND BUDGETS

4.1 *Covenant for Assessments.*

(a) Each Owner, by acceptance of a deed conveying any Unit to such Owner, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments, as provided for and defined below: (1) Annual Assessments, (2) Special Assessments, and (3) Individual Assessments. No member may exempt itself from liability for Assessments by abandonment of any Unit owned by such member. No offsets against Assessment amounts shall be permitted for any reason, including, without limitation, a claim that the Association or Board is not properly exercising its duties and powers.

4.2 *Annual Budget and Assessment.*

(a) Adoption of Budget. The Board of Directors shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management and operation of the Association as required in this Declaration. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

(b) Determination of Annual Assessment.

(1) The Board of Directors of the Association shall fix the amount of the annual assessment (Annual Assessment) against each Unit for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period.

(2) The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent

assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

(3) If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred by the Association for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board may determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and establishes the equitable change in the amount of the Annual Assessment. Notwithstanding, any increases in Annual Assessments above fifteen percent (15%) of the previous year's Annual Assessment requires the affirmative approval of at least a majority of the Owners present in person or by proxy (or any other permitted voting mechanism), once a quorum has been established at any meeting of the Association.

4.3 Apportionment of Assessments. All Units shall pay an equal assessment.

4.4 Lien. The Annual Assessment and all other Assessments imposed shall be a charge and continuing lien upon each of the Units against which the assessment is made in accordance with the terms and provisions of this Article and shall be construed as a real covenant running with the land.

4.5 Personal Obligation and Costs of Collection. Assessments imposed under this Declaration, together with interest at a rate to be established by resolution of the Board, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the Owner holding title to any Unit at the time when the assessment became due.

4.6 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and including, but not limited to: (a) The improvement and maintenance, operation, care, and services related to the Common Areas or any other areas designated as Association maintenance obligations herein; (b) The payment of insurance premiums; (c) The costs of utilities and other services which may be provided by the Association for the Community; (d) The cost of labor, equipment, insurance, materials, management, legal and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws; (e) The cost of funding all required reserves established by the Associations; and (f) Any other items properly chargeable as a Common Expense of the Association.

4.7 Special Assessments. In addition to the Annual Assessments authorized in this article, the Association may levy in any assessment year, a special assessment ("Special Assessment"), applicable for that year only, for the purpose of defraying, in whole or in part, the cost of accomplishing those purposes authorized or required by this Declaration. The Board may authorize a special assessment for any lawful purpose in any given calendar year in an amount not to exceed \$500 per Unit. To the extent a Special Assessment is proposed to exceed \$500 per Unit, then such Special Assessment shall first be approved by a majority of the Owners present in person or by proxy (or any other permitted voting mechanism), once a quorum has been established at any meeting of the Association.

4.8 Individual Assessments. Any expenses benefitting or attributable to fewer than all of the Units may be assessed exclusively against the Units affected or benefitted. Individual Assessments shall include, but are not limited to: (1) Assessments levied against any Unit to reimburse the Association for costs incurred in bringing the Unit or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association; (2) Expenses relating to the cost of maintenance, repair, replacement and reserves of the individual Units.

4.9 Nonpayment of Assessments. Unless otherwise provided by resolution of the Board, the Annual Assessments shall be levied and due and payable on a monthly basis on the first calendar day of each month and shall be delinquent if not paid within ten (10) days after the due date.

4.9.1 Interest. Delinquent payments shall bear interest from the eleventh (11th) day of the month, or such other date established by the Board (the Adate of delinquency@), at the rate established by resolution of the Board, not to exceed the maximum rate permitted by law, and

4.9.2 Late Charge. Each delinquent payment shall be subject to a late charge established by the Board by resolution from time to time.

4.9.3 Acceleration. If the delinquent installments of Annual Assessments and any charges thereon are not paid in full, the Board, or its authorized agent, may declare all of the unpaid balance of the Annual Assessment to be immediately due and payable upon not less than ten (10) days= written notice to the Owner, and may enforce the collection of the full Annual Assessment and all charges thereon in any manner authorized by law and this Declaration. If, however, the Assessment is accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its sole discretion, may elect to decelerate the obligation.

4.9.4 Future Lease Payments. If the Owner of a Unit who is leasing the Unit fails to pay an assessment for more than 60 days after the assessment is due, the Board, upon compliance with this section, may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid.

(a) Notice to the Owner. The manager or Board shall give the Owner written notice of its intent to demand full payment from the tenant under this section. The notice shall: (1) provide notice to the tenant that full payment of the remaining lease payments, beginning with the next monthly or other periodic payment unless the assessment is received within fifteen (15) days, must be paid directly to the Association and the notice shall include the address to which payment should be mailed (payment must go to the attorney if the account has been turned over for collection); (2) state the amount of the assessment due, including any interest or late payment fee; and (3) state that any costs of collection, and other assessments that become due, may be added to the total amount due.

(b) Notice to the Tenant. If the Owner fails to pay the assessment due by the

date specified in the notice described in Subsection (a), the manager or Board may deliver written notice to the tenant that demands future payments due to the Owner be paid to the Association. The manager or Management Board shall mail a copy of such notice to the Owner. The notice shall state: (i) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the intent of the Board to collect all lease payments due to the Association; (ii) that until notification by the Association that the assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and (iii) that payment by the tenant to the Association in compliance with this Section will not constitute a default under the terms of the lease agreement.

(c) If a tenant makes payments in compliance with (b) above, the Owner may not initiate an action against the tenant.

(d) All funds paid to the Association pursuant to this section shall be deposited in a separate account and disbursed to the Association until the assessment due is paid in full. Any remaining balance shall be paid to the Owner within five business days after payment in full to the Association.

(e) Within five business days after payment in full of the assessment, including any interest, late payment fee, and costs of collection, the manager or Board shall notify the tenant in writing that future lease payments are no longer due to the Association. The Association shall mail a copy of the notification to the Owner.

4.9.5 Termination of Common Services

(a) If an Owner fails or refuses to pay an assessment when due, the Board may, after giving notice and an opportunity to be heard in accordance with Subsection (b) below, terminate an Owner's right: (1) to receive any service paid as a common expense, including but not limited to utility services; and (2) of access and use of recreational facilities (if any).

(b) Notice to Owner. Before terminating services or the right of access and use of the recreational facilities (if any), the Board or its agent shall give written notice to the Owner. The notice shall state: (1) utility service or the right of access and use of the recreational facilities will be terminated if payment of the assessment is not received within 48 hours; (2) the amount of the assessment due, including any late fees, interest, and costs of collection; and (3) that the Owner has a right to request a hearing by submitting a written request to the Board within 14 days from the date the notice is received.

(c) If a hearing is requested, utility services or right of access and use of the recreational facilities (if any) may not be terminated until after the hearing has been conducted and a final decision has been entered. In the event that the Association incurs costs to terminate any such utility service, the defaulting Owner shall be responsible for all such costs. Upon payment of the assessment due, including any interest, late charge, and costs of collection, the Board shall immediately take action to reinstate the terminated utility services to the Unit.

4.10 Subordination of Lien to Mortgages. The lien of the Assessments provided for in this article shall be subordinate to the lien of any first mortgagees or deeds of trust now or hereafter placed upon the Unit subject to assessment, except as follows: the sale or transfer of any Unit pursuant to mortgage or deed of trust foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Unit from liability for any Assessments thereafter becoming due, or from the lien of any future assessment.

4.11 Enforcement of Lien. The Association may establish and enforce the lien for any Assessment, including Annual, Special, Individual or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Unit against which the Assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges permitted by law, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for breach of any provisions of this Declaration, the Bylaws or any rules and regulations of the Association. The lien may be foreclosed judicially or non-judicially consistent with the laws of the State of Utah for the non-judicial foreclosure of Deeds of Trusts. In such an event, the Owner hereby irrevocably appoints the Association, or its authorized agent, to act as Trustee for purposes of foreclosing any lien hereunder. The Association, through duly authorized agents, shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Unit, and the defaulting Owner shall be required to pay the reasonable rental value of such Unit during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

4.12 Reserve Funds.

(a) The Association shall establish and maintain a reserve fund for repairs and replacement of the Common Areas or any other areas required to be maintained by the Association under this Declaration by the allocation and payment monthly to such a reserve fund in an amount to be designated from time to time by the Board of Directors, in its sole discretion and best business judgment. The fund shall be conclusively deemed to be a Common Expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other reserves for such other purposes as the Association may from time to time consider to be necessary or appropriate.

(c) Consistent with any requirements under Utah law, the Board's reasonable determination with respect to the amount of the reserve fund contribution shall be conclusively deemed appropriate absent intentional misconduct or gross mismanagement of Association funds. Except in such instances, individual Board members shall not be held liable for any potential or alleged "under-funding" of the reserve account.

4.13 Reinvestment Fee. At settlement for each Unit upon the transfer or conveyance of such Unit, an amount equal to two (2) months of the then current monthly Assessment amount for that

type of Unit, or such other amount determined by the Board from time to time shall be paid from each prospective member of the Association. Such amount shall be in addition to any pro rata share of Assessments due and adjusted at settlement. This subsection may be amended by the Board from time to time without approval of the Members if necessary to comply with FHA or other regulatory or lending guidelines or restrictions.

4.14 Certificate of Assessment. The Association shall, upon demand at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether Assessments has been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge, determined by the Board and Utah Law, may be levied in advance by the Association for each certificate so delivered.

ARTICLE V - RESTRICTIONS ON USE

5.1 Residential Use. Units are Single Family dwellings and are restricted to occupancy by a Single Family. There shall be no more than three adult persons per Unit permanently occupying a Unit. Units shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration and the Bylaws and rules and regulations adopted pursuant thereto. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities that causes additional pedestrian or vehicular traffic, creates a sight or noise nuisance or violates a zoning ordinances shall be conducted on any Unit or in any other portion of the Project.

5.2 Drainage System. There shall be no interference with the established drainage patterns or systems, if any, over or through any Unit so as to affect any other Unit or any real property outside the Property unless adequate alternative provision is made for proper drainage and is approved by the Board.

5.3 Offensive Activities & Vehicles. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts and appliances, or activities shall be permitted on any Unit or other portion of the Common Areas, nor shall anything be done in or placed upon any Common Area which interferes with or jeopardizes the enjoyment of other Units or which is a source of annoyance to residents.

Maintenance of motor vehicles will be conducted only in garages, except for limited emergency maintenance. Limited emergency maintenance in the Common Areas shall be restricted to changing tires, towing, and jump-starting. No vehicle may be placed on hydraulic lifts, jack stands, or similar apparatus; except for the sole purpose of changing a tire in Common Areas. No vehicle in any Common Area that is on a jack, jack stand, hydraulic lift, or other lifting device shall be unattended during the period of time that any part of the vehicle is raised from the ground. If maintenance is performed in garages, all tools shall be kept in the garage and shall not be placed in the Common Areas.

5.4 Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

5.5 Animals.

(1) The Board shall have the express authority and right to promulgate rules, beyond those stated herein, imposing reasonable restrictions on pets in order to maintain an orderly, safe yet pet friendly environment.

(2) No dogs shall be kept or permitted within any Unit or upon the Limited Common Area or Common Area that will prevent the Association, after notice to the Owner/occupant, to access the Limited Common Area. Additionally, no animals, livestock, or poultry of any kind may be raised, bred, kept or permitted within any Unit, except cats, birds, fish or other household pets (except dogs) provided that they are not kept, bred, or maintained for any commercial purpose or in any unreasonable numbers.

(3) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Community. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from the Common Areas and Limited Common Areas.

(4) An Owner may be required to remove a pet upon receipt of a written notice from the Board given pursuant to a resolution relating to rules and regulations governing pets within the Community and enforcement of such rules and regulations and provisions of this subsection. The Board may apply for appropriate judicial relief in the event that an Owner violates this Article.

5.6 Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in dumpsters as provided by the Association.

5.7 Parking of Automobiles and Other Vehicles.

(1) Temporary Parking is permitted in guest parking spaces and alleyways for short-term loading and unloading purposes only as may be further defined by resolution of the Board. Parking is prohibited on all streets in Glendon Way. As applicable, garages shall not be used in a manner that does not permit the parking of one (1) vehicle wholly within the garage. Otherwise, parking is not permitted in the alleys of Glendon Way.

(2) Parking of boats, trailers, campers, motorhomes, RVs and like vehicles and equipment is prohibited for any time period whatsoever in non-designated parking areas. "RV's" includes but it not limited to ATV's, four-wheelers, and similar vehicles.

(3) The Board may adopt and amend further rules and restrictions governing parking and vehicles and to govern the enforcement of this Section, which rules may include assessing an Owner the expense of removing any automobile, vehicle, RV or equipment parked in violation of this subsection and the cost of any storage thereof. Vehicles in violation of the governing documents may be towed at the cost of the owner.

5.8 Vehicles in Disrepair.

(1) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an "extreme state of disrepair" when the Board reasonably determines that its presence offends the occupants of the other Units and/or Unit Owners. Further, no parking of any type of vehicle is permitted outside of the garage if it cannot be legally driven on the street (licensed, etc.).

(2) If an Owner fails to remove a vehicle deemed to be in an extreme state of disrepair within seventy-two (72) hours after the date and time on which written notice is securely placed on such vehicle or delivered to the responsible Owner by the Board or its agent, the Board and/or its agent may have such vehicle removed from the Property (i.e., towed) and assess the Owner the expense of such removal and any storage necessitated thereby. Towing shall comply with all applicable towing laws.

5.9 Clothes Lines and Materials. No clothes lines, clothing racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on the Property except within a Unit, unless in an area screened from public view. No garments, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades or any other part of a Unit unless in an area screened from public view.

5.10 Signs. Unless written approval is first obtained from the Board, no advertisement or poster of any kind may be posted in or upon the Properties except:

(1) Not more than one (1) "For Sale" or "For Rent" sign, not exceeding twenty-four (24) inches in height and thirty-six (36) inches long, may be temporarily placed on a Unit by the Owner, resident or a licensed real estate agent;

(2) "Political" signs may be temporarily placed on a Unit by the Owner or occupant of the Unit unless and until prohibited or otherwise limited by the Board by resolution, and (3) other signs expressly allowed by the Board by resolution from time to time.

5.11 Antennas and Service Facilities. Owners are encouraged to use cable service for television and internet. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas (dishes) one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed only to the extent and in locations allowed by local, state or federal law.

(1) Satellite dishes may only be installed inside the Owner's Unit or on any porch, patio, deck, balcony or other area over which the owner has exclusive use and control under the terms of this Declaration. No owner may install a satellite dish on the exterior, roof, or restricted areas of any building, or in the Common Area of the building or Project. No satellite dish may extend beyond balcony railings. Owners need to be aware that their Unit may not be in a proper location to receive satellite broadcast signals even if they install a satellite dish. Prior to installation, owners should check with a qualified and reputable company to determine if they are able to receive adequate signals at their unit. Owners shall notify the Board in

writing prior to any installation. Such notice shall include a description of the location for the satellite dish and the installation (attachment) method. No owner may drill holes in walls, doors or window frames in order to install the satellite dish or run cable from the dish to the television. All installations must be performed in such a manner as not to cause legitimate safety concerns. These would include, but not be limited to, danger of falling, danger of permanent damage to the building or proximity to power lines.

(2) Owners are responsible for any injury or damage to persons or property caused by their satellite dish. Owners must purchase and maintain liability insurance for the use of a satellite dish, which insurance must name the association as an additional insured. Owners shall provide the Board with proof of insurance upon request. All installations must be performed in complete compliance with all applicable statutes, rules and regulations. If permits are required, Owner will obtain all such permits prior to installation. These rules are meant to comply with 47 CFR § 1.4000, as may be amended from time to time. All requirements of such section are hereby incorporated herein. In the event any portion of this section is held to conflict with applicable law, those portions shall be deemed stricken and all other portions of this Installation Policy will remain in full force and effect.

(3) No portion of the Installation Policy may be waived or changed by the Board verbally. Any such waiver or change will be effective only when in writing. If any Owner receives the benefit of any waiver or change of the Installation Policy, it shall be that Owner's responsibility and obligation to keep and safeguard the written waiver or change and to produce it upon any future request of the Board.

5.12 Noise Disturbance. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, or amplifiers and may not disturb other residents and residents may be fined for this, and other, offensive behavior. No noxious, offensive, or illegal activity shall be carried on in any Unit, Limited Common Area, or Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners, or which may cause damage to the Limited Common Area or Common Area.

5.13 Increase in Insurance Cost. Nothing shall be done or kept within any Unit or on the Common Areas, including Limited Common Areas, which will increase the cost of insurance to the Association or to other Owners. No Owner shall permit anything to be done or kept within his or her Unit or Common Areas which will result in cancellation of insurance on any Unit.

5.14 Lease Restrictions. All leases shall be in writing and be subject to this Declaration and Bylaws and all rules and regulations of the Association. Unit Owners shall not be permitted to lease their Units for an initial term of less than thirty (30) days. The Association may request a copy of the lease and the contact information of both the tenant and owner to be kept on file. In addition, if the same tenant or tenants (and the owner) have received at least three (3) violation notices, then after the third notice of the violations complained of or an established pattern of violations has not been cured, then the Association is hereby granted intended third-party beneficiary status as landlord and may exercise the powers of the landlord and commence eviction proceedings against said tenant(s), after notice and a hearing is provided to the owner and tenant(s).

5.15 Architectural Control & Holiday Decorations. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, of any sort, whether structural, landscaping, cosmetic or otherwise, be made by an Owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Management Board. Such approval shall be solely at the discretion of the Board as it deems appropriate from time to time. Any such request shall be deemed to have been denied if the relevant Owner, including any subsequent Owner, cannot produce the written approval granted by the Board upon request, and any changes or alterations made by an Owner, or prior Owner, shall be removed and the property restored to its original condition at the request of the Board. In the event the Management Board fails to approve or disapprove a request by an Owner, the request will be deemed to have been denied.

Holiday decorations for any given state or federal holiday may be displayed 30 days prior to and 30 days after the holiday in limited common areas. Flags, if displayed, must be displayed in accordance with U.S. Code Title 4, Chapter 1.

5.16 Smoking. Smoking of any tobacco products is allowed in Common and Limited Common Areas, unless the smoke or odor drifts into individual Units. Smoking is allowed in individual Units so long as the smell and first or second hand smoke does not drift into an adjoining or another Unit. Individual Unit Owners who elect to smoke must take whatever actions are necessary to prevent the drifting of smoke or odors from their unit to another unit. In the event of a dispute regarding interpretation or enforcement of this provision, Utah's Clean Air Act, this Declaration and nuisance laws will apply.

5.17 Association Code of Conduct for Living at Glendon Way. Notwithstanding any other remedies provided by law, a Member may be fined for untrue or false spoken or published statements concerning another Member, including Board Members, that damage reputation, cause emotional harm, or result in unjustified criticism or condemnation.

Before any such fine for such behavior can be levied for the harm described above, any Member claiming such harm must be able to satisfy a majority of the Board that harm has occurred.

The alleged offending Member must be given a date for a hearing with the Board which shall be no less than twenty-one days (21) from the date of the notice. The notice shall be written and sent by both regular and certified mail.

The Board's decision at this hearing must be supported by relevant facts, documentation, affidavits and/or testimony of the affected Members and/or others with firsthand knowledge of the alleged incident(s).

Should the alleged offending Member not appear, or request a date change for the hearing, he or she has waived their right to attend and participate in the hearing. The Board shall then convene a special executive session to review the evidence and make a decision.

5.18 Association Rules and Regulations. In addition to the restrictions and requirements above, the Board from time to time may adopt, modify, or revoke such rules and regulations (a.k.a. resolutions) governing the conduct of persons and the operation, aesthetics and use of the Units and Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an assessment for violations of the Governing Documents. A schedule of fine, consistent with Utah law, shall be adopted by the Board specifying the amounts of such fines, and any other provisions or procedures related to the levying of such fines.

ARTICLE VI - ASSOCIATION

6.1 Organization; Board of Directors.

(a) The Association has been or will be organized as a nonprofit corporation under the nonprofit corporation laws of the State of Utah (Utah Code Annotated, Title 16, Chapter 6a, as may be amended from time to time). In the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association.

(b) The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

6.2 Membership. Each Owner during the entire period of Owner=s ownership of one or more Units within the Community shall be a member of the Association. The membership shall commence, exist and continue by simply virtue of the ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.3 Voting Rights & Suspended Voting Rights. The method of voting shall be as provided in the Bylaws and each Owner shall have such vote in matters of the Association for each Unit owned as set forth herein and in the Bylaws. However, the voting right of any Owner who is six months delinquent in the payment of dues or assessments shall be suspended until such time as their assessment account is brought current or a payment plan has been entered into. Prior to suspension of voting rights the Owner shall be entitled to a hearing before the Board. Notice of the hearing will be sent to the delinquent homeowner identifying the time and place of the hearing and providing the homeowner an opportunity to be present its position and to be heard.

6.4 Powers and Authority of the Association. The Association, by and through its Board of Directors, shall have such powers and duties as may be granted to it or imposed by this Declaration, the Articles of Incorporation, the Bylaws and any applicable statute, as such statute may be amended to expand the scope of Association powers, together with its general powers as a corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the

Association under and by virtue of this Declaration, including the power to levy and collect assessments and fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

6.4.1 The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter into any Unit and/or Common Areas for the purpose of maintaining and repairing such Unit and/or Common Areas or any improvement thereon if for any reason the Owner fails to maintain and repair such Unit or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Unit in violation of this Declaration or the Bylaws.

The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoy any breach or threatened breach of this Declaration, Bylaws or any rules and regulations promulgated by the Board or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration, Bylaws and such rules and regulations.

6.4.2 In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Community or in exercising any of its rights to construct, maintain and repair the Common Areas, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Unit on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for (a) such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Officers may from time to time deem desirable, and (b) the services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Officers may deem desirable.

6.4.3 Telecommunications/Fiber Optic/Related Contracts. The Board shall have the power, in its own discretion, to enter into, accept an assignment of, or otherwise cause the Association to comply with contracts with Telecommunication Service providers and Telecommunication Facilities owners (both, a "Telecommunication Provider"), pursuant to which the Telecommunication Provider serves as the exclusive provider of Telecommunication Services and/or Telecommunication Facilities to each Condominium and Lot in the Properties. The Board shall also have the power to enter into or contract on behalf of the Association for similar bulk rate service contracts of any nature deemed in the Association's best interests.

ARTICLE VII - MAINTENANCE OBLIGATIONS

7.1 *Owner's Responsibility.*

(a) Units. Maintenance of the Units shall be the sole responsibility of the Owner(s) thereof, who shall maintain such Unit in good repair so as to not interfere with other Owner=s Units or the Common Areas. Each Owner at his or her sole expense shall maintain, repair, paint, re-paint,

tile, paper or otherwise re-finish or decorate the interior surfaces of the walls, ceilings, floors, interior and exterior windows, and interior and exterior doors/door frames forming the boundaries of his or her Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his or her Unit in good repair and in a clean and sanitary condition, he or she shall be responsible for the maintenance, repair or replacement of any wallboard, sheetrock, insulation, plumbing fixtures, water heaters, heating equipment, air conditioners, lighting fixtures, refrigerators, dishwashers, disposal equipment, ranges, toilets, or other appliances or fixtures that may be in, connected with, or servicing solely his or her Unit. Each Unit shall be maintained so as to not detract from the appearance of the Community and so as to not adversely affect the value or use of any other Unit. During winter months all Owners shall maintain a minimum temperature of fifty (50) degrees Fahrenheit in the Units, and Units having an outside faucet shall have a shut-off valve on the inside which shall be turned off and the drain line to the outside left open. Units being left vacant for two or more consecutive weeks during the winter shall have water lines drained and turned off. Garage doors shall be kept closed when not in use.

(b) Limited Common Area. Each Unit Owner shall, at its own cost, keep the Limited Common Areas in a clean, sanitary and attractive condition at all times and shall also maintain, repair and replace his or her appurtenant Limited Common Areas at all times. Subject to 7.2 below, in the event that a Common Area fixture or improvement is situated on Limited Common Area, Owners shall ensure that the Association has access to such fixture or improvement and permit access to said fixture or improvement upon request, unless there in an emergency for which no formal notice is required prior to accessing the Limited Common Area.

7.2 Maintenance by Association. The Association shall maintain the Common Areas of the Property or any other areas so designated under this Declaration, including fencing and the regular wear and tear thereof. However, if the Common Areas are damaged by the willful misconduct of an Owner, their guests, tenants, or invitees, the Owner shall be responsible for all such damage and may be charged and Individual Assessment for the repair thereof, in addition to any legal remedies available.

Additionally, the Association, by and through the Board, may, but shall not be obligated to, assume the Owner=s general maintenance responsibility over a Unit and Limited Common Area if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Before assuming such maintenance responsibility, the Board shall provide notice to the Owner of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action with ten (10) days after mailing of such written notice, then the Association may proceed to maintain the Unit. The expenses of such maintenance incurred by the Association shall be reimbursed to the Association by the Owner as an Individual Assessment. Such expenses shall be levied and collected in the same manner as assessments pursuant to this Declaration and the Bylaws.

For further clarification, the Association shall be responsible to maintain the exteriors of all individual Units including siding, painting, roof, soffit, fascia and rain gutters. Snow removal, landscape maintenance and other related upkeep shall be the responsibility of the Association for all Common Areas. However, to the extent that there are Limited Common Areas controlled by Owners, the Owners shall be responsible for general upkeep, maintenance and repair of said Limited

Common Area. However, the Association may by rule and regulation, further define which Limited Common Areas (and fixtures and improvements thereon) are to be maintained by the Association or Owner(s).

To the extent that any electrical, plumbing, heating, cooling, HVAC fans, mechanical, or electrical systems serve multiple units, the Association shall be responsible for maintaining said systems. To the extent that any of the above serve or benefit only one unit the individual unit owner shall be responsible for maintenance and upkeep. To the extent that landscaping, trees, or grass exist in limited common areas used by individual adjoining unit owners the Association reserves the right to maintain that landscaping to preserve uniformity in the appearance and to capitalize on efficiencies. Flower beds, grow boxes, or entirely enclosed Limited Common Areas shall be the responsibility of the Owner accessing or using that enclosed Limited Common Area.

ARTICLE VIII - COMPLIANCE AND ENFORCEMENT

8.1 Compliance. Each Owner, tenant or occupant of a Unit shall comply with the provisions of the Governing Documents and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner.

8.2 Remedies. Violation of any provisions of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board acting on behalf of the Association, the right, but not the obligation, in addition to any other rights set forth in this Declaration or the Bylaws, or under law, to do any or all of the following after giving notice:

(a) Subject to the provisions of this Declaration, to enter the Unit as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy fines, and any violation of any express rule, regulation, covenant, restriction, or term of any of the Governing Documents of the Association shall be subject to a fine in the amount set forth in the Association's schedule of fines. A subsequent violation of a substantially same rule, Bylaw, covenant or restriction occurring within 4 months of a prior violation shall be deemed the same violation for all purposes, including the purpose of notice, and shall be subject to an immediate fine;

(d) To terminate the right to receive utility or other services paid for by the Association, and to terminate the right of access to and use of recreational and service facilities of the Association until the correction of the violation has occurred;

(e) To suspend the voting rights after notice and an opportunity to request a hearing has been given for the period of any on-going violation or assessment delinquency or until such time as a payment plan has been entered into with the Association; or

(f) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce the Governing Documents and the Association shall be entitled to recovery of its attorneys' fees and costs if the Association is the prevailing party to such an action.

8.3 Action by Owners. Subject to any limitation imposed under this Declaration, the Bylaws, or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

8.4 Injunctive Relief. Nothing in this section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

8.5 Notification of First Mortgagee. The Board shall notify in writing any first Mortgagee of any individual Unit of any default in performance of the terms of this Declaration by the Unit Owner which is not cured within sixty (60) days provided such Mortgagee has requested in writing to be so notified.

ARTICLE IX - INSURANCE

9.1 Association Insurance.

9.1.1. The Association shall maintain a master insurance policy which includes: (1) blanket property insurance with not less than 100% of the full replacement cost for the physical structures in the condominium project, including Common Areas and facilities, Limited Common Areas and facilities, and Units, and including fixtures and betterments to a Unit made by a Unit Owner, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils; and (2) liability insurance, in an amount in the discretion of the Board but having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas and facilities.

9.1.2. In order to more accurately estimate the full replacement value of the Project, Owners shall notify the Association's Board of any improvements to their Units in excess of \$2,500 so such amounts can be taken into consideration when adhering to the insurance requirements above.

9.1.3. The master insurance policy shall include coverage for any fixture, improvement, or betterment installed by a Unit Owner to a unit or to a Limited Common Area, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a Unit or to a Limited Common Area.

9.1.4. If, in the exercise of the business judgment rule, the Board determines that a claim is likely not to exceed the policy deductible of the Association: (i) the Unit Owner's policy

is considered the policy for primary coverage to the amount of the policy deductible of the Association; (ii) a Unit Owner who does not have a policy to cover the Association's insurance deductible is responsible for the loss to the amount of the deductible, as provided below; and (iii) the Association need not tender the claim to the Association's insurer.

9.1.5. The Association shall obtain fidelity coverage covering all Board members, officers, employees, Managing Agents, and other persons handling or responsible for the funds of, or administered by, the Association, in such amounts as the Board deems appropriate, subject to the requirements in this paragraph. All such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association or Managing Agent, as the case may be, at any given time during the term of each bond, but in no event less than three (3) months assessment on all Units, plus reserves. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the Managing Agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or insurance trustee.

9.1.6. The Association shall obtain such other insurance as the Board deems necessary from time to time such as workers' compensation insurance and director's and officer's insurance and shall obtain flood insurance if any portion of the Project is deemed to be located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program, in which case the Association shall be required to obtain and pay the premiums upon a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy in an amount deemed appropriate by the Association but not less than an amount equal to eighty percent (80%) of the current replacement costs of all buildings and other insurable property within the Project.

9.1.7. The Association shall use generally acceptable insurance carriers. Specific requirements for qualifications of insurance carriers may be found in the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide.

9.2. Unit Owner Insurance Responsibility. For Units, the Association's policy is primary but the Unit Owner is responsible for the deductible as follows:

9.2.1. If a loss occurs that is covered by the Association's policy and by a Unit Owner's policy, the Association's policy provides primary insurance coverage; and, the Unit Owner's policy applies to that portion of the loss attributable to the policy deductible of the Association.

9.2.2. If a unit, or Limited Common Area or facility appurtenant to a Unit, suffers damage as part of a covered loss, the Unit Owner is responsible for an amount calculated by applying the percentage of total damage resulting in a covered loss that is attributable to Unit damage for that unit to the amount of the deductible under the Association's policy. The Association shall provide notice to the Unit Owners of any change in the amount of the deductible.

9.2.3. The Association's policy does not cover the contents of a Unit or a Unit Owner's personal property. Each Unit Owner is strongly encouraged to obtain insurance coverage for contents of their Unit, as well as for coverage in the event the Owner has to pay the Association's deductible as provided above.

9.3 *Obligation of Unit Owner to Repair and Restore.*

9.3.1 In the event that any damage or destruction of the improvements in a Unit or to an adjoining Unit are due to the neglect and/or fault of a particular Owner, the insurance proceeds from the "at fault" Owner's insurance policy on an improved Unit, unless retained by a Mortgagee of a Unit, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements.

Any such repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the developer or the Management Board as the case may be; unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the Management Board and obtain its written approval prior to commencing the repair, restoration or replacement.

9.3.2 If any Owner of an improved Unit fails to maintain the insurance required by this Article, the Association may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Owner is liable for assessments levied against its Unit, and, upon the failure of the Owner to pay such costs within ten (10) days after such Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Owner's Unit in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

9.4 *Power of Attorney*

9.4.1 Notwithstanding any of the foregoing provisions and requirements relating to Association property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement (the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By purchasing a Unit, all Owners appoint the Association or any Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance specified in this section, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose.

9.4.2 By purchasing a Unit, all Owners appoint the Association or any trustee designated by the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings or negotiations, settlements, and agreements with the condemning authority for

acquisition of the Common Areas, or part thereof, by the condemning authority.

9.5 *Miscellaneous Insurance Policy Requirements.*

The Association shall be named as the insured on the master policy. The policies required herein for the Association must provide that they may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies. No policies shall require that contributions or assessments may not be made against borrowers, FNMA, FHLMC, or the designee of FNMA or FHLMC. Loss payments shall not be contingent upon action by the carrier's board of directors, policyholders, or members.

ARTICLE X - AMENDMENT AND DURATION

10.1 *Amendments.*

(a) How Proposed. Amendments to the Declaration shall be proposed to the membership only by the Board, either on its own initiative, or after it receives a written request to do so signed by Owners holding twenty percent (20%) or more of the voting rights of the Association. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval or consent to the amendment.

(b) Approval Required. This Declaration may be amended if such amendment is approved by Owners holding at least a majority of the voting rights of the Association (whether present in person or by proxy or other voting mechanism), once a quorum is established, subject to the approval of Eligible Holders as required herein. Notwithstanding anything herein to the contrary, the Governing Documents may be amended by the Board without approval of the Members if necessary to comply with FHA or other regulatory or lending guidelines or restrictions in order to facilitate the ability to secure financing for the sale of Units.

(c) Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president of the Association as being adopted in accordance with this Declaration and is acknowledged and recorded in the appropriate County Recorder's Office.

10.2 *Duration.* All provisions, covenants, conditions and restrictions contained in this Declaration shall continue and remain in full force and effect until there is recorded an instrument directing the termination of this Declaration after the vote and approval of (i) ninety percent (90%) of all of the Owners of the Units, and (ii) sixty-seven percent (67%) of the votes of Eligible Holders. Any such termination shall become effective only if a certificate of the president and secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the County Recorder's Office not less than six (6) months prior to the intended termination date.

ARTICLE XI – MORTGAGEE RIGHTS

11.1 Approval Required. In addition to any other approvals required by this Declaration or the Bylaws, the prior approval of fifty-one percent (51%) of the Eligible Holders (based upon one vote for each Mortgage owned) must be obtained for the following:

(a) The abandonment, termination, or removal of the Property from the provisions of this Declaration, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) The addition of Common Property; or

(c) Any material amendment to this Declaration or the Bylaws. Except for an amendment to the Declaration or Bylaw if its purpose is to correct technical errors or to clarify, a change to the following would be considered as material: (1) Voting rights; (2) The funding of reserves for maintenance, repair, and replacement of the Common Areas; (3) Changing general responsibility for maintenance and repairs (excluding minor changes); (4) Redefinition of any Unit boundaries; (5) Convertibility of Units into Common Property or vice versa; (6) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property from the project; (7) Insurance or fidelity bond; (8) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws; (9) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; (10) Assessments, assessment liens, or subordination of such liens; (11) Rights to use of Common Areas; and (12) The interest in the general or limited Common Area.

11.2 Additional Rights. In addition to the approvals required above, each mortgagee (or beneficiary of a trust deed or vendor and including guarantors) shall have the following rights:

(a) Right to Examine Books and Records. All mortgagees shall have the right to examine the books and records of the Association upon reasonable notice and at reasonable times.

(b) Right to Annual Reports. All mortgagees shall, upon written request, be entitled to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

(c) Right to Receive Written Notice of Meetings. The Association shall give all mortgagees, upon written request, written notice of all meetings of the Association, and such mortgagees shall be permitted to designate a representative to attend all such meetings.

11.3 Request for Approval of Mortgagees. If an Eligible Holder's consent is a condition for amending the Declaration or Bylaws, then, subject to Subsection (4), the Eligible Holder's consent is presumed if: (a) written notice of the proposed amendment or action is sent by certified or registered mail to the Eligible Holder's address provided to the Association by such Eligible Holder; (b) 60 days have passed after the day on which notice was mailed; and (c) the person designated for receipt of the response in the notice has not received a written response from the Eligible Holder either consenting to or refusing to accept the amendment or action.

11.4 Rights of Eligible Holders. In addition to the approvals required and the rights provided above, each Eligible Holder shall have the following rights:

(a) Right to Receive Written Notice of Meetings. The Association shall give all Eligible Holders written notice of all meetings of the Association, and such Eligible Holders shall be

permitted to designate a representative to attend all such meetings.

(b) Right to Notice of Proposed Amendments. All Eligible Holders, upon written request to the Association, will be entitled to timely written notice of any proposed amendment effecting a change in: (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (2) the interests in the general or limited Common Areas appertaining to any Unit or the liability for common expenses appertaining thereto; (3) the number of votes in the Association appertaining to any Unit; or (4) the purposes to which any Unit or the Common Areas are restricted.

(c) Other Rights to Notice. All Eligible Holders, upon written request to the Association, will be entitled to timely written notice of: (1) any proposed termination of the condominium regime; (2) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Unit on which the Eligible Holder holds a Mortgage interest; (3) any delinquency in the payment of assessments or charges owed by the Owner of a Unit subject to a Mortgage of the Eligible Holder, where such delinquency has continued for a period of 60 days; (4) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE XII - MISCELLANEOUS PROVISIONS

12.1 Premises Liability. The Association and the Board is and shall remain wholly free and clear of any and all liability to, or claims by, all Unit Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities and a Unit Owner shall defend, indemnify and hold harmless the Association and Board against such claim, loss or liability asserted by such Unit Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Unit Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

12.2. Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

12.3 Joint Owners. In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent involved

shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

12.4 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Unit and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

12.5 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association, the Board or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association, Board or Owner as to any similar matter.

12.6 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenant.

12.7 Person to Receive Service of Process. The person designated to receive service of process on behalf of the Project, in the cases provided by the Utah Condominium Ownership Act, is the registered agent of the Association, as that agent may be designated by the Association from time to time and as reflected in the records of the Utah Division of Corporations and Commercial Code.

IN WITNESS WHEREOF, Glendon Way Homeowner's Association, Inc., has executed this Declaration this 4th day of February, 2014.

**GLENDON WAY HOMEOWNER'S
ASSOCIATION, INC.**


By: NICOLE PAULSEN
Its: PRESIDENT

STATE OF UTAH)
)ss:
County of Salt Lake)

The foregoing instrument was acknowledged before me on this 4th day of February, 2014 by Nicole Paulsen, of Glendon Way Homeowner's Association, Inc.


Notary Public for Utah

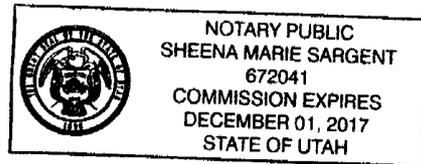


EXHIBIT A
(Legal Description)

All lots and units within CLOVER HOLLOW 1 – 26 CONDO of the Clover Hollow Planned Unit Development, also known as Glendon Way Condominiums, according to the official plat in the records of the Salt Lake County Recorder, Utah.

(First Parcel No. 21-12-304-017-0000)

EXHIBIT B

Each Unit is hereby allocated an equal undivided interest in the Common Areas and Facilities.

EXHIBIT C

BYLAWS

OF

GLENDON WAY HOMEOWNER'S ASSOCIATION, INC.

ARTICLE 1

PLAN OF UNIT OWNERSHIP

- 1.1 Name and Location. These are the Bylaws of the Glendon Way Homeowner's Association, Inc. (the "Association"). Glendon Way is a residential condominium project that has been subjected to a Declaration of Condominium for Glendon Way, recorded concurrently herewith in the records of the County Recorder (the "Declaration").
- 1.2 Principal Office. The principal office of the Association shall be located at such office as may be designated by the Board from time to time.
- 1.3 Purposes. This Association is formed to serve as a means through which the Unit Owners may take action with regard to the administration, management and operation of the properties and Units therein.
- 1.4 Applicability of Bylaws. The Association, all Unit Owners and all persons using the Property shall be subject to these Bylaws and to all rules and regulations which may be adopted pursuant to the Declaration and these Bylaws.
- 1.5 Composition of Association. The Association shall be composed of all Unit Owners and the Association, itself, to the extent any of these own any Unit or Units of the Property.
- 1.6 Definitions. The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

ARTICLE 2

MEETINGS OF THE ASSOCIATION

- 2.1 Place of Meeting. The Association shall hold meetings at such suitable place as may be designated by the Board from time to time.
- 2.2 Annual Meetings. There shall be an annual meeting of the Members each year. Each regular annual meeting of the members shall be held upon at least ten (10) days' notice but no more than 60 days' notice to the last known address of the Owners and held at a date, time and place as determined by the Board and provided for in the notice.

2.3 Special Meetings. The Association shall hold a special meeting of its members on call of (1) the Board, or (2) if the Association receives one or more written demands for the meeting that states the purpose or purposes for which the meeting is to be held, and are signed and dated by members holding at least twenty percent (20%) of all the votes entitled to be cast on any issue proposed to be considered at the meeting.

If a notice for a special meeting demanded by the members is not given by the Board within 30 days after the date the written demand is delivered to an Association officer, a person signing the demand may set the time and place of the meeting and give notice pursuant to the requirements herein. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

2.4 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivering a copy of such notice at least ten (10) days before such meeting but no more than sixty (60) days' notice to each member entitled to vote thereat, in accordance with the notice requirements specified in these Bylaws. The notice shall specify the place, day and hour of the meeting, and must include a description of any matter that must be approved by the members and, in the case of a special meeting, the purpose of the meeting.

2.5 Voting. Each Unit shall be allocated such vote in the affairs of the Association as provided in the Declaration. The Board shall be entitled to vote on behalf of any Unit which has been acquired by or on behalf of the Association, except the Board shall not be entitled to vote such Units in any election of Board members.

2.6 Proxies, Absentee Ballots and Rights of Mortgagees.

2.6.1 Proxies. A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Board. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution. No proxy shall be valid if it purports to be revocable without notice. An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association, or to the Board if a vote is being conducted by written ballot in lieu of a meeting. Proxies may be given to the Board. Every proxy, however, shall automatically cease upon sale of the Unit.

2.6.2 Absentee Ballots. A vote may be cast by absentee ballot.

2.6.3 Mortgagee Rights. An Owner may pledge or assign the owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the owner is entitled hereunder and to exercise the owner's voting

rights from and after the time that the Mortgagee shall have given written notice of the pledge or assignment to the Board. Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

2.7 Fiduciaries and Joint Owners.

(a) Fiduciaries. An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity.

(b) Joint Owners. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote of the Unit may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Unit shall be disregarded completely in determining the proportion of votes given with respect to the matter.

2.8 Quorum of Owners.

(a) At any meeting of the Association, Members holding at least thirty percent (30%) of the total voting rights of the Association, represented in person, by proxy, by written ballot, or by absentee ballot shall constitute a quorum. When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

(b) The subsequent ratification of an Owner of the action taken at a meeting shall constitute the presence of the person for the purpose of determining a quorum. Ratification of any action taken at a meeting of the Association by a Member may occur within sixty (60) days of the actual date the meeting was held.

(c) If any meeting of Members cannot be organized because of a lack of quorum, the Members who are present may adjourn the meeting to a time at least 48 hours from the time of the meeting at which a quorum was not present and the quorum requirement at any such adjourned and reconvened meeting shall be 15% of the voting rights of Members.

2.9 Binding Vote. The vote of the holders of more than fifty percent (50%) of the voting rights present, in person, by proxy, or by absentee ballot at a meeting at which a quorum is constituted (30% of all voting rights) shall be binding upon all owners.

2.10 Order of Business. The order of business at annual meetings of the Association shall be according to the order established by the President, and by way of example, may include the following: (a) Calling of the roll and certifying of proxies; (b) Proof of notice of meeting or waiver of notice; (c) Reading of minutes of preceding meeting; (d) Reports of officers; (e)

Reports of Boards, if any; (f) Election of Board members; (g) Unfinished business; (h) New business; and (i) Adjournment.

2.11 Meeting Procedure. Rules of order may be adopted by resolution of the Board, otherwise, the President shall conduct meetings according to the procedure he or she deems fit. A decision of the Association may not be challenged on the basis that appropriate rules of order were not used.

2.12 Action by Written Ballot in Lieu of a Meeting.

2.12.1 Action by Written Ballot. At the discretion of the Board, any action, except removal of Board members, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner that is entitled to vote on the matter not less than fifteen (15) days prior to the date on which the ballots must be received by the Association in order to be counted.

2.12.2 Form and Effect of Ballot. The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. A written ballot may not be revoked.

2.12.3 Information Required in Ballot Solicitations. All solicitations for votes by written ballot must state the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval, and specify the time by which a ballot must be received by the Association in order to be counted.

2.12.4 Secrecy Procedure. The Board may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) A secrecy envelope; (2) A return identification envelope to be signed by the owner; and (3) Instructions for marking and returning the ballot.

2.12.5 Determination of Vote. The outcome of a vote by written ballot in lieu of a meeting shall be determined by the Board within seven (7) calendar days of the deadline for the return of ballots.

(a) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.

(b) If approval of a proposed action otherwise would require a meeting at which a specified percentage of owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has

passed and such required percentage has not been met.

(c) Except as provided in Subsection 2.12.5(4), votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

2.12.6 Owner Notification of Ballot Results. The Board shall notify each Owner within fifteen (15) days after the ballots have been counted of the results of the ballot meeting, or that a quorum of ballots was not returned.

2.13 Action Without a Meeting.

(a) Any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting and without solicitation of written ballots pursuant to this Section 2.13, if the action is taken by the number of owners required to pass the action.

(b) The action must be evidenced by one or more written consents describing the action taken, signed by the number of owners required to pass the action, and delivered to the Association for inclusion in the minutes or filing with the Association records.

(c) Action taken under this section is effective when the last owner signs the consent, unless the consent specifies an earlier or later effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

**ARTICLE 3
BOARD OF DIRECTORS – SELECTION, TERM OF OFFICE**

3.1 Number, Term and Qualifications.

(a) The affairs of the Association shall be governed by a Board of Directors (“Board”) composed of five (5) Board members and 1 alternate. The alternate Board member shall be the person who receives the next highest amounts of votes but was still not elected to the Board when an election occurs. The term of an alternate Board member is one (1) year. The alternate Board member has all powers of a regular Board member but such powers and authority only become effective if a Board member resigns, is not available for a meeting or otherwise voluntarily leaves their position. Only individual Unit Owners or officers or agents of entity Owners other than individuals shall be eligible for Board membership.

(b) The term of office of membership on the Board shall be 2 years with Board Members having staggered terms as the Board, itself, shall determine. At the expiration of the member’s term, a successor shall be elected.

(c) All Board members must be an Owner or the co-owner of a Unit. However, multiple owners of the same Unit may not serve as Board members simultaneously. An officer or employee of a corporation, a partner of a partnership, a trustee of a trust, a personal representative of an estate or an employee of a trust or estate, may serve on the Board if the corporation, partnership, trust or estate owns a Unit.

3.2 Vacancies. Vacancies on the Board, caused by any reason other than the removal of a Board member by a vote of the Association, shall be filled for the balance of the term of each Board membership by vote of a majority of the remaining Board members even though they may constitute less than a quorum. Each person so elected shall be a Board member until a successor is elected upon expiration of the term for which the person was elected by the other Board members to serve.

3.3 Removal of Board members.

(a) At any annual or special meeting, any one or more of the Board members, other than interim Board members, may be removed, with or without cause, by a majority of the voting interests of the Members. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Board member whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

(b) The Board may declare the office of a member of the Board to be vacant in the event such member is absent from three (3) consecutive regular meetings or has three (3) unexcused absences from meetings of the Board. A Board position may also be deemed vacant if a Board member becomes delinquent with their dues and does not come current after request or does not enter into a payment plan with the Association. Any such vacancy shall be filled as provided in Section 3.2 above.

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

3.5 Action Taken Without A Meeting. Board members shall have the right to take any action in the absence of a meeting which they could take a regular or special meeting by obtaining the written approval of all the Board members. Any action so approved shall have the same effect as though taken at a meeting of the Board members.

**ARTICLE 4
MEETINGS OF THE BOARD OF DIRECTORS**

4.1 Organizational Meeting.

(a) Location, Date and Time. The first meeting of a newly-elected Board shall be held within twenty-one (21) days of the election at such place, date and time as shall be fixed by the Board members at the meeting at which the Board members were elected and no notice shall be necessary to owners or to the newly elected Board members in order to legally hold the meeting providing a majority of the elected Board members are present.

(b) Procedure and Business. Until the election of new officers, the meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is as member of the newly constituted Board. At the organizational meeting, the Board shall elect officers in accordance with Section 6.2 below and may conduct any other Association business.

4.2 Regular Meetings. Regular meetings of the Board shall be held, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, or at another date and time agreed upon by the Board with notice to all members of the Board.

4.3 Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) Board members, after not less than three (3) days' notice to each Board member by mail, including electronic mail, telephone, verbal contact or facsimile. The notice must state the time, place, and purpose of the meeting.

4.4 Meeting Procedure. Unless other rules of order are adopted by resolution of the Board: (a) Meetings of the Board shall be conducted by the President; (b) A decision of the Board may not be challenged because the appropriate rules of order were not used; (c) A decision of the Board is deemed valid without regard to any procedural errors related to the rules of order unless the error appears on the face of a written instrument memorializing the decision.

4.5 Open Meetings; Executive Sessions.

4.5.1 Open Meetings. Except as provided in subsection 4.5.2, all meetings of the Board shall be open to Unit Owners. However, no Owner shall have a right to participate in the Board meeting unless the Owner is also a member of the Board. The president or Board shall have the authority to exclude an Owner who disrupts the proceedings at a Board meeting.

4.5.2 Executive Sessions. In the discretion of the Board, the following matters may be considered in executive session:

- (a) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (b) Personnel matters, including salary negotiations and employee discipline;
- (c) The negotiation of contracts with third parties;
- (d) Collection of unpaid assessments; and

(e) Other matters of a sensitive, private, or privileged nature at the discretion of the Board.

4.5.3 Executive Session Procedure. Except in the case of an emergency, the Board shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

4.6 Meetings by Telephonic or Electronic Communication. In the event of an emergency, or by decision of the Board, meetings of the Board may be conducted by telephonic communication, electronic mail or by the use of a means of communication that allows all members of the Board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

4.7 Waiver of Notice. Any Board member may, at anytime, waive notice of any meeting of the Board in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice by the Board member, except where the Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Board members are present at any meeting of the Board, no notice to Board members shall be required and any business may be transacted at the meeting.

4.8 Quorum and Acts. At all meetings of the Board a majority of the existing Board members shall constitute a quorum for the transaction of business and the acts of the majority of the Board members present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE 5 POWERS, RIGHTS, AND DUTIES OF THE BOARD OF DIRECTORS

5.1 General Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration or by these Bylaws directed to be exercised and done by the Owners.

5.2 Specific Powers. In addition to powers imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area, Limited Common Area, including any improvements and amenities located thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use of any recreational facilities located on any Common Area, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association (unless a payment plan has been entered into). Such rights may also be suspended for the period of any outstanding violations of the Declaration, Bylaws or rules and regulations of the Association.

(c) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board or has three (3) unexcused absences from meetings of the Board. A Board position may also be deemed vacant if a Board member becomes delinquent with their dues and does not come current after request or does not enter into a payment plan with the Association.

(d) Employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

(e) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(f) As more fully provided in the Declaration, in the discretion of the Board to foreclose the lien against any Units for which Assessments are not paid pursuant to the collection policies of the Association or to bring an action at law against the Owner personally obligated to pay the same;

(g) As more fully provided in the Declaration, to procure and maintain adequate liability and hazard insurance on property owned by the Association or maintained by the Association.

(h) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.

(i) Cause to be maintained the Common Area and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas and any other property required to be maintained by the Declaration or any supplemental declaration annexing Additional Property to the Community.

(j) Establish and maintain the financial accounts of the Association.

(k) Establish a budget for payment of all Common Expenses of the Association, and institute and maintain a voucher system for payment, which may require a sufficient number of signatories thereon as may be reasonably necessary to prevent any misuse of the Association's funds.

(l) In the Board's discretion, appoint such Committees as deemed appropriate in carrying out its purpose.

(m) To borrow money and pledge the Association assessment revenue stream as collateral upon the approval of a majority of all voting interests.

ARTICLE 6 OFFICERS AND THEIR DUTIES

6.1 Designation and Qualification.

(a) Designation. The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The Board members may designate the office of assistant treasurer and assistant secretary.

(b) Qualifications. The president and vice-president shall be a member of the Board, but the other officers need not be Board members or Owners. Any Board member may be an officer of the Association.

(c) Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices specified in subsection (a) of this section.

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

6.2 Election and Vacancies. The officers of the Association may be elected by the Board at the organizational meeting of each new Board held in accordance with Section 5.1 above or any Board meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Board shall elect a successor to fill the unexpired term at any meeting of the Board.

6.3 Resignation. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

6.4 Removal of Officers. Officers shall hold office at the pleasure of the Board. Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause.

6.5 Compensation of Officers. No officer who is a member of the Board may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a binding vote of the Owners. The Board may fix any compensation to be paid to any officers who are not also Board members.

6.6 Duties of Officers. The duties of the officers are as follows:

(a) President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. The president shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

(c) Secretary. The secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association, have charge of such books, papers and records as the Management Board may direct, and in general, perform all of the duties incident to the office of secretary.

(d) Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent, and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board and disbursing funds as directed by resolution of the Board. The person serving as treasurer shall not receive funds from the Association as compensation for any goods provided or services performed in any capacity whatsoever and shall not provide any services or goods to the Association with the expectation of remuneration by the Association. By way of illustration but not limitation, the person serving as treasurer shall not also act as a paid employee or independent contractor for the Association.

ARTICLE 7 INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS

Each officer and Board member of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Board member or officer of the Association. Absent gross negligence or intentional misconduct, Board members shall not be personally liable to the Association to any Owner. The foregoing right to indemnification shall be exclusive of any other rights to which the Board member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE 8 RECORDS AND AUDITS

The Association shall maintain within the State of Utah, all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board.

8.1 General Records

(a) The Board and managing agent or manager, if any, shall keep records of the

actions of the Board and managing agent or manager; minutes of the meetings of the Board; and minutes of the meeting of the Association.

(b) The Board shall maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association and Board.

(c) The Board shall maintain a list of Owners. The list of Owners may specify whether the Owner is an Owner in Good Standing or a Suspended Owner.

(d) The Association shall retain within this State, all records of the Association for not less than the period specified in applicable law.

8.2 Records of Receipts and Expenditures. The Board or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Community, itemizing the maintenance and repair expenses of the Common Area or Association property and any other expenses incurred.

8.3 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the assessments.

8.4 Financial Reports and Audits.

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board to all Owners and to all mortgagees of Units who have requested the same in writing within ninety (90) days after the end of each fiscal year.

(b) From time to time, the Board, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Units.

8.5 Inspection of Records by Owners.

(a) Except as otherwise provided in Section 9.6 below, all records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Unit pursuant to rules adopted by resolution of the Board or if no such resolution has been adopted, pursuant to the Utah Revised Nonprofit Corporation Act.

(b) The Board shall maintain a copy, suitable for the purposes of duplication, of the following: (1) The Declaration, Bylaws and any amendments in effect or supplements thereto, and rules and regulations of the Association; (2) The most recent financial statement prepared pursuant to Section 9.4 above; and (3) The current operating budget of the Association.

(c) The Association, within five (5) business days after receipt of a written request by an owner, shall furnish the requested information required to be maintained under Subsection (b) of this section, subject to a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

(d) The Board, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

8.6 Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

(a) Personnel matters relating to a specific identified person or a person's medical records.

(b) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

(c) Communications with legal counsel that relate to matters specified in subsections (a) and (b) of this section, and any other communications with legal counsel that are protected by any privilege, including the attorney client privilege.

(d) Disclosure of information in violation of law.

(e) Documents, correspondence or management or Board reports compiled for or on behalf of the Association or the Board by its agents or Boards for consideration by the Board in executive session held in accordance with these Bylaws.

(f) Documents, correspondence or other matters considered by the Board in executive session held in accordance with these Bylaws and the minutes of any executive session.

(g) Files of individual Owners, other than those of a requesting Owner or requesting mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

8.7 Notice of Sale or Mortgage. Immediately upon the sale or Mortgage of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of the purchaser, vendee or Mortgagee.

ARTICLE 9 AMENDMENTS

9.1 Adoption. Once a quorum is established, the affirmative vote of a majority of members present, in person, proxy or other voting mechanism is sufficient to amend these Bylaws. Further the approval of 51% of the Eligible Holders shall be required for any amendment or change to the material provisions of the Bylaws pertaining to voting rights.

9.2 Execution and Recording. An amendment shall not be effective until certified by the president and secretary of the Association as being adopted in accordance with these Bylaws, acknowledged and recorded with the County Recorder's Office.

9.3 Challenge to Validity. No action to challenge the validity of an adopted amendment may be brought more than two (2) years after the amendment is recorded.

ARTICLE 10 MISCELLANEOUS

10.1 Notices.

(a) Association. All notices to the Association or the Board shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

(b) Owners.

(1) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Unit.

(2) If a Unit is jointly owned or the Unit has been sold under a land sale contract, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Unit shall be sufficient.

(3) In any circumstance where notice is required to be given to the Members, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. A Member may require the Association, by written demand, to provide notice to the Member by mail. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

10.2 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member.

A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association.

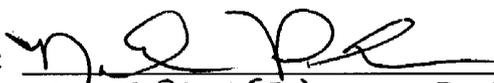
10.3 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

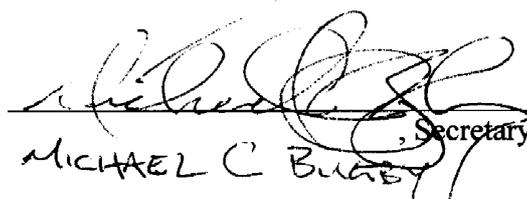
10.4 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.5 Fiscal Year. The fiscal year of the Association shall be determined by the Board in its discretion.

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

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 4 day of FEBRUARY, 2014.

(Sign): 
(Print Name): NICOLE PAULSEN, President

(Sign): 
(Print Name): MICHAEL C. BUGBY, Secretary