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WHEN RECORDED RETURN TO:
2225 Murray Holladay Rd., Suite 111
Salt Lake City, UT 84117

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
CARLTON TOWERS CONDOMINIUM

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This Declaration of Condominium is made on the date executed below by owners who own $\frac{3}{4}$ in the aggregate ownership interest in the common areas and facilities.

RECITALS

- A. Carlton Towers Condominium is a condominium project located in Salt Lake City, Salt Lake County, Utah;
- B. Carlton Towers Condominium was created under and is governed by the Utah Condominium Ownership Act (Utah Code Ann. 57-8-1, *et seq.*) as amended from time to time;
- C. Carlton Towers Condominium was originally created by the "Declaration and Bylaws of the Carlton Towers Condominium" recorded in the Salt Lake County Recorder's Office on August 11, 1978, as Entry No. 3151686 ("Original Declaration and Bylaws"). The Original Declaration was amended by amendments recorded in the Salt Lake County Recorder's Office as Entry Nos. 10475269 and 10800861;
- D. Carlton Towers Association may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.
- E. This Declaration and Bylaws replace the Original Declaration and Bylaws and all their amendments in their entirety;
- F. This Declaration shall be binding against all phases within the Project as described in Exhibit "A;"
- G. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration and Bylaws;
- H. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit "A" and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;
- I. Under Utah Code § 57-8-39, the Management Committee certifies that more than 67% of the total votes of the Owners have affirmatively approved this Declaration.
- J. Under the Original Bylaws Section 10, the Management Committee certifies that more than 2/3 of the votes have affirmatively approved the Bylaws;
- K. Under Original Declaration Section 21 and Original Bylaws Section 10, the Management Committee, certifies that, in accordance with Utah Code 57-8-41, 100% of the institutional holders of first Mortgages (based on one vote for each Mortgage owned) have approved this Declaration and Bylaws;

NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

1 DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following

meanings:

1.1 Articles

Articles mean the Articles of Incorporation for the Carlton Towers Association.

1.2 Association

Association means Carlton Towers Association. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval.

1.3 Board

Board means the Board of Directors. The Board governs the property, business, and affairs of the Association. The Management Committee described in the Original Declaration and Bylaws shall now be known as the Board of Directors.

1.4 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time.

1.5 Common Areas

Common Areas mean:

1.5.1 The land included within the Project;

1.5.2 The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, elevators, and entrances and exits of buildings;

1.5.3 Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;

1.5.4 Tanks, pumps, motors, fans, compressors, ducts, and all apparatus and installations existing for common use;

1.5.5 Such community and commercial facilities as may be provided for in the Declaration;

1.5.6 Roof deck, lobby, garbage room, utility and mechanical rooms, laundry room, pool, and parking areas;

1.5.7 All other parts of the Project not specifically included in the Units; and

1.5.8 All other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

1.6 Common Expenses

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of the Owners; expenses authorized by the Governing Documents or the Condominium Act as common expenses; any other expenses necessary for the common benefit of the Owners.

1.7 Condominium Act

Condominium Act shall mean Utah Code §§ 57-8-1 *et seq.*, as amended or replaced from time to time.

1.8 Declaration

Declaration means this document, as amended, supplemented, or restated from time to time.

1.9 Director

Director means a member of the Board.

1.10 Eligible Mortgagee

Eligible Mortgagee means a Mortgagee that has made a written request to the Association for notice.

1.11 Governing Documents

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, and Rules and Regulations.

1.12 Limited Common Areas

Limited Common Areas mean Common Areas shown on the Map or designated in the Declaration as reserved for use by a certain Unit or Units to the exclusion of the other Units. Limited Common Areas include, without limitation: patios, balconies, assigned parking spaces, and storage units.

1.13 Map

Map means the Record of Survey Map of Carlton Towers recorded in the Salt Lake County Recorder's Office at 78-8-224, *et seq.*

1.14 Member

Member means an Owner.

1.15 Mortgage

Mortgage means any first position mortgage, trust deed, or other security instrument recorded to secure the purchase of a Unit.

1.16 Mortgagee

Mortgagee means a holder, insurer, or guarantor of a first Mortgage on a Unit.

1.17 Nonprofit Act

Nonprofit Act means Utah Code §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

1.18 Owner

Owner means the owner of the fee in a Unit together with an undivided interest in the Common Areas. If a Unit is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

1.19 Percentage Interest

Percentage Interest means a Unit's undivided percentage interest ownership in the Common

Area. The Percentage Interest is assigned in Exhibit "B."

1.20 Person

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

1.21 Project

Project means Carlton Towers Condominium as shown on the Map. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

1.22 Resident

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants, and guests staying more than a week.

1.23 Unit

Unit means a separate physical part of the Project intended for independent use. Units include one or more rooms or spaces located in a building. The following are part of a Unit:

1.23.1 Wallboard, lath and plaster, plasterboard, paneling, wall tile, wall paper, paint, or any other material constituting part of the finished surface of an exterior, load bearing, or party wall;

1.23.2 All non-load bearing interior walls or partitions;

1.23.3 Any material constituting part of the finished surface of the floor;

1.23.4 Any material constituting part of the finished surface of the ceiling;

1.23.5 Doors, door frames, windows, window frames, interior moldings, interior and exterior door casings, and any materials necessary to attach or weatherproof such;

1.23.6 Ducts, chutes, flues, cold air returns, furnaces, condensers, lines any other heating, venting, and air conditioning apparatus serving a single unit, whether or not located within the Unit boundaries as defined on the Map;

1.23.7 Pipes, gas lines, fire suppression systems, valves, couplings, elbows, tees, escutcheons, water supply lines, water heaters, boilers, faucets, shower heads, finished plumbing fixtures, or any other plumbing apparatus or fixture serving a single Unit, whether or not located within the Unit boundaries as defined on the Map.

1.23.8 Cabinets, countertops, built-in shelving units, or any other finish carpentry;

1.23.9 Wires, conduits, junction boxes, switches, outlets, plates, electrical panels, electrical service, interior light fixtures (whether or not recessed), phone cable, data cable, audio visual cable, appliances, or any other electrical wire or apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;

1.23.10 Public utility lines or installations serving a single Unit, whether or not located

within the Unit boundaries as defined on the Map; and

1.23.11 Anything inside the Unit boundaries, which can be removed without jeopardizing the structural integrity or usefulness of the remainder of the building.

2 SUBMISSION

The Project and the Governing Documents are submitted to provisions of the Condominium Act.

3 IMPROVEMENTS

3.1 Description of Improvements

The improvements included in the Project consist of a building, roads, parking area, open space, and 47 Units.

The buildings are constructed with the following materials: steel frame with concrete slabs, brick masonry panels, and glass windows.

3.2 Description of Common Areas and Limited Common Areas

The Common Areas and Limited Common Areas are described and identified in the Declaration and shown on the Map. Neither the undivided percentage ownership interest in the Common Areas nor the exclusive use of Limited Common Areas shall be separated from the Unit. Even if not specifically mentioned in the deed, the undivided percentage ownership interest in the Common Areas and exclusive use of Limited Common areas will automatically accompany the transfer of a Unit.

3.3 Description of Units

The Map shows the Units, their location, and dimensions from which their area may be determined. Units may be independently owned, encumbered, and conveyed. The legal description in a deed to a Unit shall identify the Unit number, building, the Declaration, and the Map.

3.4 Contents of Exhibit "B"

Exhibit "B" shows the following information about each Unit: (a) the Unit designation; (b) the parcel identification number of each Unit; and (c) the percentage interest of undivided ownership interest in the Common Areas appurtenant to a Unit. To avoid a perpetual series of digits and to obtain a total of 100% undivided ownership interest, the last digit has been rounded up or down to a value that is most nearly correct.

3.5 Computation of Percentage Interests

The percentage of undivided ownership interest in the Common Area which, at any point in time, is appurtenant to a Unit have been allocated to each Unit proportionate to the number of square feet of floor space within each unit as computed by reference to the Map.

4 EASEMENTS

4.1 Easement for Encroachment

If any part of the Common Areas or Limited Common Areas encroaches on a Unit, an easement for the encroachment and for maintenance shall exist. If any part of a Unit encroaches upon the

Common Areas or Limited Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas, Limited Common Areas, or Units. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project.

4.2 Access for Repair of Common Areas

Some of the Common Areas are located within the Units. Some of the Common Areas are only accessible through the Units. The Association and other Owners shall have the irrevocable right to access each Unit for maintenance, repair, or replacement of the Common Areas. The Association and Owners' right of access shall be exercised by the Board. Except for emergency repairs, access shall be gained during reasonable hours after 24-hour notice. Neither the Board nor the Association shall be liable to an Owner for trespass or nuisance, if exercising this right of entry.

4.3 Emergency Repairs

The Board has the right to enter a Unit at any time to make emergency repairs. An emergency repair is one that is necessary to prevent an imminent threat of damage to the Common Areas or to another Unit. Neither the Board nor the Association shall be liable to an Owner for trespass or nuisance, if exercising this right of entry.

4.4 Right of Ingress, Egress, and Enjoyment

Each Resident, guest, or invitee has the right to ingress and egress across the Common Areas and Limited Common Areas necessary for access to their Unit. Subject to the rules and regulations, each Resident has a right to enjoyment of the Common Areas. The rights described in this Section are appurtenant to and pass with title to the Unit.

4.5 Common Facilities Located within a Unit

All Owners have an easement to use all pipes, wires, ducts, cables, conduits, public utility lines, structural supports, and other Common Areas located within a Unit, but serving their Unit. Each Unit is subject to an easement in favor of the other Units with pipes, wires, ducts, cables, conduits, public utility lines, structural supports, and other Common Areas located within a Unit, but serving other Units.

4.6 Association Easement

The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and Limited Common Areas to perform their duties as assigned by the Governing Documents.

4.7 Easement for Utility Services

The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

5 MAINTENANCE

5.1 Common Areas

The Common Areas shall be maintained, repaired, and replaced by the Association.

5.2 Limited Common Areas

The Owner shall keep the Limited Common Area in a clean, well maintained, sanitary condition. Prior to maintaining, repairing, altering, or replacing Limited Common Areas, an Owner must submit their plans showing color, style, and shapes for approval by the Association.

The Limited Common Areas will be repaired and replaced by the Association. However, if the need for repair, alteration or replacement is caused by an Owner, including an Owner's alteration of the Limited Common Areas, or their guests, tenants, or invitees, then the Owner shall pay for the repair, alteration or replacement.

5.3 Units

Owners shall maintain, repair, and replace their Unit at their cost. An Owner's maintenance responsibility extends to all components of their Unit as defined in the Declaration, on the Map, and in the Condominium Act. Units shall be maintained so as not to detract from the appearance of the project and to maintain the value of any other Unit. Units shall be maintained to protect and preserve the health, safety, and welfare of the other Units and Common Areas. Prior to maintaining, repairing, altering or replacing exterior doors, windows, or exterior casings, an Owner must submit their plans showing color, style, and shapes for approval by the Association. Windows and exterior casings must be aluminum faced to receive approval. No remodeling, including but not limited to structural or major plumbing or electrical alterations or modifications, may be made without approval from the Association. Any plans for remodeling must comply with the applicable building codes before submitting the plans to the Association for approval. All remodeling must be completed in compliance with the applicable building codes.

The Board, after notice and opportunity for hearing, or immediately in the case of an emergency, may assume the maintenance responsibility over a Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance or to protect the Common Areas, Limited Common Areas, or neighboring Units. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its costs.

It is considered a violation of an Owner's duty to maintain their Unit if an Owner and/or their lessee(s) refuse to comply with pest-control efforts as set-forth by the Board in conjunction with a professional pest-control provider. Treatment for the outbreak of a pest infestation will be considered emergency maintenance if an Owner fails to comply with pest control efforts after being given notice that treatment on their Unit will occur. A violation to comply with pest-control efforts shall be fined per violation at the maximum amount allowed under the Condominium Act and the Board may exercise its right to maintain as described in this Declaration.

6 MEMBERSHIP AND ASSOCIATION

6.1 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Unit, and shall not be separated from the Unit.

6.2 Voting Rights

The weight of an Owner's vote shall be determined by the Owner's Unit's percentage ownership interest in the Common Areas. Voting is governed by the Bylaws.

6.3 Status and Authority of Board

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

6.4 Composition and Selection of Board

The Bylaws govern how the Board is established and selected.

7 USE RESTRICTIONS

7.1 Use of Units

Units may be used for single-family, residential use only. Home businesses are allowed as long as they do not increase traffic flow or have exterior indication of a business. Home businesses must be licensed and comply with zoning code.

7.2 No Obstruction of Common Areas

Owners and Residents shall not obstruct Common Area. Owners and Residents shall not use Common Areas for their private use, unless approved by the Board. Owners and Residents shall not store anything in the Common Areas, except for parking in designated parking areas. Owners and Residents shall not alter Common Areas. Owners and Residents may not damage or commit waste to the Common Areas.

7.3 Cancellation of Insurance/Nuisance

Owners and Residents shall not do or keep anything in a Unit, which would result in the cancellation of insurance or increase the premium. Owners and Residents shall not do or keep anything in a Unit which would violate a law. No noxious, destructive, or offensive activity shall be done in a Unit. No activity shall be done which creates a nuisance.

7.4 Rules and Regulations

Owners and Residents shall obey the rules and regulations created by the Board.

7.5 Structural Alterations

No Owner or Resident shall make a structural alteration to their Unit without written Board approval.

7.6 Signs

Owners and Residents shall not post signs in the Common Areas, Limited Common Areas, or in the Unit's doors or windows.

7.7 Animals

No pets are allowed in the Project. Service or companion animals required to assist a disabled person are excepted from this restriction. Rules governing service or companion animals may be adopted by the Board.

7.8 Vehicles

Except to load and unload no vehicles larger than 1-ton, trailer, recreational vehicles (for example, campers, boats, motor homes, all-terrain vehicles, etc.), commercial vehicles, and

similar equipment shall be parked in the Project. All vehicles in the Project shall be properly licensed and registered.

Except for emergency repairs to enable movement to a repair facility, Owners and Residents shall not repair or restore vehicles in the Common Area or Limited Common Area.

Vehicles parked in unauthorized areas, or in violation of parking rules, may, at the owner's expense, be towed away. The Board shall be required to follow all laws regarding towing enforcement prior to towing a vehicle.

All parking spaces shall be used for the purpose of parking operable and licensed vehicles. Parking spaces shall not be used for storage.

7.9 Aerials, Antennas, and Satellite Dishes

Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas. One antenna or satellite dish smaller than one meter in diameter may be installed within the Unit or Limited Common Area. If an antenna or satellite dish is installed in Limited Common Area, it shall be removed as soon as it is no longer used.

7.10 Leases

No Owner may lease less than the entire Unit except that an Owner may lease their appurtenant covered or uncovered parking stall to another Owner or resident of the Project. If an Owner desires to lease their Unit, they must comply with the following leasing restrictions:

7.10.1 Prior to leasing a Unit an Owner must own the Unit for a minimum of one year.

7.10.2 No more than 15 Units may be rented at any given time. The maximum number of rentals shall not apply to Units exempted by this Section.

7.10.3 Unless otherwise approved by the Board, all lease agreements shall be in writing and shall be for a minimum term of one year. A signed copy of all lease agreements shall be provided to the Association prior to the tenant taking occupancy of the Unit. All Owners leasing their Unit must comply with current laws and ordinances regarding renting.

7.10.4 In order to avoid undue hardships or practical difficulties, a Unit owned by the following classes of Owners shall be exempt from the maximum number of rentals:

7.10.4.1 A Unit occupied by the Owner's parent, child, or sibling;

7.10.4.2 An Owner whose employer has relocated the Owner for no less than two years;

7.10.4.3 An Owner in the military for the period of the Owner's deployment;

7.10.4.4 Any hardship that may be required by Utah law at any given time;

7.10.4.5 A Lot Owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of a current

Owner or the parent, child, or sibling of the current Owner.

7.10.5 An Owner who rents their Unit shall comply with all local laws including business licensing.

7.10.6 Owners shall not rent to registered sex offenders or convicted felons. An Owner who rents shall also conduct a criminal background check on all potential tenants. The Owner shall provide the Association with a sworn statement that, as of the date they rent the Unit, none of their tenants are registered sex offenders or convicted felons.

7.10.7 Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

7.10.8 All lease agreements shall include a signed pest-addendum, making the tenant responsible for pest abatement, which addendum language shall either be provided by the Association or approved by the Association.

7.10.9 If an Owner fails to comply with the provisions of this Section, the Board may assess fines against the Owner and the Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted by the Board, but which shall not be less than the maximum rate allowed by law at any given time. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the rental agreement and eviction of any tenant. Failure by an Owner to commence legal action against their tenants who are in violation of the Governing Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all such action for and in behalf of said Owner and as his or her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against the tenants for eviction, injunctive relief or damages. Neither the Association nor its agents shall be liable to the Owner or tenants for any legal action commenced under this Section that is made in good faith. The Owner shall be liable to reimburse the Association for any costs, including legal fees, for taking action under this Section. Such costs shall be an assessment against the Owner and shall be collectible as such.

7.10.10 Owners owning Units as of January 1, 2015, shall be exempt from the restriction on the maximum number of rentals until the Owner conveys their Unit. If the Unit is owned by a corporation, trust, company, partnership, or any other legal entity, the Unit shall be considered conveyed if more than 75% of the ownership of such entity changes.

7.11 Timeshares and Short Terms

Timeshares, time-sharing and short-term leasing of Units less than one year in length are prohibited. Under no circumstances shall any unit be owned or used as a "time period unit" as defined by Utah Code § 57-8-3(26), as amended from time to time.

7.12 Open Fires

Fireworks, fire pits, and open fires are prohibited on the Common Areas and Limited Common Areas.

7.13 Smoking

This is a smoke free Project. Smoking in the Common Areas, Units, or anywhere in the Project is prohibited. Owners shall inform their tenants and guests about the no smoking policy.

7.14 Firearms and Projectile Weapons

The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited within the Project.

8 ENFORCEMENT

8.1 Compliance

Each Owner and Resident shall comply with the Governing Documents. Failure to comply will be grounds for the remedies provided in this Declaration.

8.2 Remedies

The remedies for violations shall be levied against the Owner in all cases and the Residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised concurrently. The Association shall have rights to take the following actions to correct violations of the Governing Documents:

8.2.1 To enter a Unit, after 15-days' notice, and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an individual assessment against the Owner. If the Association exercises this right of entry, they will not be guilty of any manner of trespass or nuisance;

8.2.2 To levy fines pursuant to procedures adopted by the Board. The procedures shall comply with the Condominium Act;

8.2.3 After notice and hearing, to terminate access to and use of recreational facilities;

8.2.4 To suspend the voting right of the Owner; and

8.2.5 To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners.

8.3 Action by Owner

An Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

8.4 Hearings

The Board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's procedures.

9 ASSESSMENTS

9.1 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, emergency assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Unit, failure of the Association to maintain the Common Areas, Limited Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's

fees, shall pass to the successor in title. If title passes through foreclosure sale, the successor in title shall only be liable for six months unpaid assessments, late fees, interest, and collection costs, including attorney's fees. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Unit to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

9.2 Annual Budget

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

9.3 Reserve Account

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

9.4 Regular Assessment

The Board shall fix the amount of the regular assessment for each Unit by dividing the total budget by the Unit's percentage ownership interest in the Common Areas. The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to fix a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect.

9.5 Special Assessment

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas. The Association may levy a special assessment up to 25% of the annual budget without approval from the Owners. If a special assessment exceeds 25% of the annual budget, it must be approved by a majority of a quorum of Owners.

9.6 Emergency Assessment

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy an emergency assessment to fund the supplemental budget. The Association may levy an emergency assessment up to 25% of the original annual budget without approval from the Owners. If an emergency assessment exceeds 25% of the original annual budget, it must be approved by a majority of a quorum of Owners.

9.7 Individual Assessment

Any expenses attributable to less than all the Units may be assessed exclusively against the affected Units. Individual assessments include, without limitation:

9.7.1 Assessments levied against a unit to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

9.7.2 Fines, late fees, interest, collection costs (including attorney's fees);

9.7.3 Services provided to a Unit due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Units and Common Areas;

9.7.4 Reinvestment or transfer fees due at the transfer of a Unit. The amount of the reinvestment fee shall be determined by the Board, but shall not be more than ½% of the sale price of the Unit;

9.7.5 Move-in and move-out fees to reimburse the Association for excessive wear and tear on Common Areas in an amount to be determined by the Board; and

9.7.6 Any charge described as an individual assessment by the Declaration.

9.8 Apportionment of Assessments

Regular, special, and emergency assessments will be apportioned amount the Units based on their percentage ownership interest in the Common Areas. Individual assessments shall be apportioned exclusively to the Units benefitted or affected.

9.9 Nonpayment of Assessment

Assessments not paid within 10 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a \$25.00 late fee. Late fees may only be charged once per missed payment.

9.10 Application of Payments

Partial payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

9.11 Acceleration

If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

9.12 Suspension of Voting Rights

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

9.13 Termination of Utility Service and Access to Recreational Facilities

If an Owner fails to pay their assessments, the Association may terminate utility services paid in common and access to recreational facilities. The Board shall establish procedures for terminating utilities and access to recreational facilities, which shall comply with the Condominium Act.

9.14 Collection of Rent from Tenant

If an Owner rents their Unit and fails to pay their assessment, the Association may demand the tenants to pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board shall establish procedures for collecting rents from tenants, which shall comply with the Condominium Act.

9.15 Lien for Assessment

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Unit against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

9.16 Enforcement of Lien

Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law. The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to a member of the Utah State Bar, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

9.17 Subordination of Lien

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Unit. The sale of a Unit pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay 6 months of assessments, late fees, and penalties.

10 INSURANCE

10.1 Types of Insurance Maintained by the Association

10.1.1 Property and liability insurance for the Project as required by Condominium Act;

10.1.2 Directors and officers for at least \$1,000,000.00; and

10.1.3 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

10.2 Insurance Company

The Association shall use an insurance company knowledgeable with condominium insurance, which is qualified to issue insurance policies in Utah.

10.3 Premium as Common Expense

The premiums for the Association's insurance policies shall be a Common Expense.

10.4 Insurance by Owner

Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's deductible.

10.5 Payment of Deductible

The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in Condominium Act, as amended or replaced from time to time.

10.6 Right to Adjust Claims

The Association has the right and authority to adjust claims.

10.7 Damage to the Project/Insurance Proceeds

If the Project is damaged or destroyed, the Association shall follow Community Association Act Section 407, as amended or replaced from time to time, to determine whether to rebuild and how to use insurance proceeds.

11 CONDEMNATION

11.1 Condemnation

The Board shall represent all Owners and the Association in any condemnation proceeding for Common Areas or Limited Common Areas. Any proceeds from a condemnation proceeding for Common Areas and Limited Common Areas shall be payable to the Association. The Association will use any condemnation proceeds for the benefit of the Owners and their Mortgagees.

12 MORTGAGEES

12.1 Eligible Mortgagees

A Mortgagee that fails to provide written request for notice to the Association shall not be an Eligible Mortgagee. Only Eligible Mortgagees are entitled to notice or any other rights extended to Mortgagees in the Governing documents.

12.2 Notices of Action

Upon written request, an Eligible Mortgagee will be given timely notice of the following:

12.2.1 Any proposed amendment to the Governing Documents affecting:

12.2.1.1 The boundaries of a Unit or easement rights of an Owner;

12.2.1.2 A Unit's undivided ownership interest in the Common Areas; or

12.2.1.3 The calculation of assessments or votes;

12.2.2 Any proposed termination of the Project or Declaration;

12.2.3 Any condemnation or casualty loss which materially affects the Project or a Unit on which there is a Mortgage;

12.2.4 An Owner subject to a Mortgage who is 60 days past due in payment of assessments;

12.2.5 A lapse, cancellation, or material modification of any insurance policy required under this Declaration.

12.3 Restoration or Repair of Project

If the Project is partially damaged by an insurable loss, it shall be restored to the original design of the Project unless 51% of the Eligible Mortgagees approve a change.

12.4 Termination of Declaration after Substantial Destruction

51% of Eligible Mortgagees must approve any Owner vote to terminate the Project after substantial destruction or condemnation.

13 MISCELLANEOUS

13.1 Amendment of Declaration

Owners representing 67% or more of the undivided ownership interests in the common areas must approve any amendment to the Declaration. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines, if failure to comply would disqualify the Project from financing eligibility. 51% of Eligible Mortgagees must approve any amendment affecting the following provisions:

13.1.1 Calculation of votes based on undivided ownership interest in the Common Areas;

13.1.2 Calculation of assessments based on undivided ownership interest in the Common Areas or priority of liens;

13.1.3 Reserves for maintenance, repair, and replacement of Common Areas;

13.1.4 Insurance or fidelity bonds;

13.1.5 Rights to use the Common Areas;

13.1.6 Maintenance responsibilities;

13.1.7 Expansion or contraction of the Project;

13.1.8 Convertibility of Units to Common Area or vice versa;

13.1.9 The undivided ownership interests in the Common Areas and Limited Common Areas;

13.1.10 Imposition of a right of first refusal or similar restriction on the right of an Owner to sell or transfer a Unit;

13.1.11 If professional management is required by a governmental institution or Mortgagee, the establishment of self management;

13.1.12 Any provision expressly benefitting a Mortgagee.

13.2 Termination of Declaration

Owners representing 75% or more of the undivided ownership interests in the Common Area must approve a termination of the Declaration. If terminating for any reason other than destruction or condemnation, 75% or more of Eligible Mortgagees must approve termination of the Declaration.

13.3 Votes without a Meeting

The Association may collect votes without a meeting as outlined in the Bylaws.

13.4 Service of Process

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

13.5 Taxes on Units

Each Unit and its undivided percentage interest in the Common Areas is subject to separate taxation of each taxing authority. Consequently, no taxes will be assessed against the Project except for Association personal property. Each Owner will pay all taxes which may be assessed against them or their Unit.

13.6 Covenants Run with the Land

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Unit or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Units shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Unit, each Owner or Resident agrees to be bound by the Governing Documents.

13.7 Severability

If any provision of the Declaration is determined to be invalid or unenforceable, it shall not affect the remaining provisions of the Declaration.

13.8 Waiver

No provision of the Declaration shall be waived or abrogated by reason of a failure to enforce it.

13.9 Gender

The use of one gender shall be deemed to refer to all genders. The use of the singular shall be deemed to refer to the plural and vice versa.

13.10 Headings

The headings are for reference only and not to describe, interpret, limit, extend or affect the content of the Declaration.

13.11 Conflicts

If the Declaration conflicts with the Condominium Act, the Condominium Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules and regulations, the Declaration shall control.

13.12 Effective Date

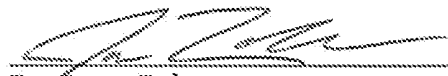
The Declaration and any amendments take effect upon recording in the Salt Lake County

Recorder's Office.

IN WITNESS WHEREOF, the Association, has caused this Declaration to be executed by its duly authorized officers.

DATED: 04/01/2015

Carlton Towers Association


By: Jaron Robertson
Its: President

STATE OF UTAH)
) :SS.
County of SL)

On this 1 day of April , 2015, personally appeared before me Jaron Robertson who being by me duly sworn, did say that they are the president of the Association authorized to execute this Declaration and did certify that 78.92 % of the undivided ownership interests in the Common Areas approved this Declaration, and further certified that the ballots attached hereto are true and correct to the best of his knowledge.


NOTARY PUBLIC

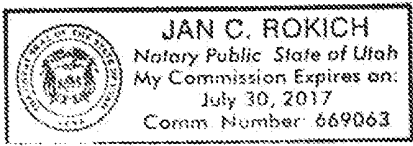


Exhibit A

Legal Description

ALL UNITS IN ALL BUILDINGS WITHIN CARLTON CONDOMINIUMS AS SHOWN ON THE OFFICAL MAP THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	U	101	9314100020000	N
	U	102	9314100030000	N
	U	103	9314100040000	N
	U	104	9314100050000	N
	U	105	9314100060000	N
	U	106	9314100070000	N
	U	107	9314100080000	N
	U	108	9314100090000	N
	U	201	9314100100000	N
	U	202	9314100110000	N
	U	203	9314100120000	N
	U	204	9314100130000	N
	U	205	9314100140000	N
	U	206	9314100150000	N
	U	207	9314100160000	N
	U	208	9314100170000	N
	U	301	9314100180000	N
	U	302	9314100190000	N
	U	303	9314100200000	N
	U	304	9314100210000	N
	U	305	9314100220000	N
	U	306	9314100230000	N
	U	307	9314100240000	N
	U	308	9314100250000	N
	U	401	9314100260000	N
	U	402	9314100270000	N
	U	403	9314100280000	N
	U	404	9314100290000	N
	U	405	9314100300000	N
	U	406	9314100310000	N
	U	407	9314100320000	N
	U	408	9314100330000	N
	U	501	9314100340000	N
	U	502	9314100350000	N
	U	503	9314100360000	N
	U	504	9314100370000	N
	U	505	9314100380000	N
	U	506	9314100390000	N
	U	507	9314100400000	N
	U	508	9314100410000	N

U	601	9314100420000	N
U	602	9314100430000	N
U	603	9314100440000	N
U	604	9314100450000	N
U	701	9314100460000	N
U	702	9314100470000	N
U	703	9314100480000	N
U	AREA	9314100010000	N

Exhibit B

Undivided Ownership Interest

Lot / Quarter	Size in Square Feet	Percentage of Undivided Interest
101	742	1.75
102	619	1.46
103	619	1.46
104	742	1.75
105	1099	2.60
106	605	1.43
107	605	1.43
108	1099	2.60
201	1015	2.40
202	565	1.33
203	565	1.33
204	1015	2.40
205	1099	2.60
206	605	1.43
207	605	1.43
208	1099	2.60
301	1015	2.40
302	565	1.33
303	565	1.33
304	1015	2.40
305	1099	2.60
306	605	1.43
307	605	1.43
308	1099	2.60
401	1015	2.40
402	565	1.33
403	565	1.33
404	1015	2.40
405	1099	2.60
406	605	1.43
407	605	1.43
408	1099	2.60
501	1015	2.40
502	565	1.33
503	565	1.33
504	1015	2.40
505	1099	2.60
506	605	1.43
507	605	1.43
508	1099	2.60
601	1197	2.84
602	1204	2.85
603	1609	3.80

604	1613	3.81
701	1156	2.74
702	1456	3.45
703	1613	3.81
TOTALS	42,250	100.00

EXHIBIT C

Bylaws of Carlton Towers Association

1 BYLAW APPLICABILITY/DEFINITIONS

1.1 Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

1.2 Bylaw Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Unit constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

2 ASSOCIATION

2.1 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, administration of Association affairs shall be performed by the Board on behalf of the Owners.

2.2 Annual Meeting

Annual meetings shall be held one a year. The date, time, and place of the annual meeting shall be determined by the Board. The Association shall send notice of annual meetings at least 20 days in advance of the meeting. At the annual meeting the Association shall conduct the following business:

- 2.2.1 Roll call and verification of quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of Directors;
- 2.2.6 Unfinished business from preceding annual meeting; and
- 2.2.7 New business.

2.3 Special Meeting

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The

Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

2.4 Place of Meeting

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Salt Lake County.

2.5 Conduct of Meeting

The President shall preside over all meetings of the Association. The Secretary or designee shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

2.6 Quorum

A quorum shall exist when 50% or more of the undivided ownership interest in the Common Areas is represented in person or by proxy. If a quorum is not established at a meeting, the meeting may be recessed at any time for 24 hours or less. In this case, a quorum shall still exist as long as 25% of the undivided ownership interest in the Common Areas is represented in person or by proxy when the recess is over and the meeting continues.

2.7 Voting

Each Owner's vote is equal to their percentage ownership interest in the Common Areas. If a Unit is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Unit shall be cast by agreement of a majority of the Owners. If a Unit is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Unit shall be cast by the Owner present. The Association may conclusively presume the consent of all a Unit's Owners when a vote is cast by a Unit with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of Directors, any decision requiring Owner consent shall be passed by majority vote of a quorum.

2.8 Good Standing

An Owner shall be in good standing if they have paid assessments levied against their Unit, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

2.9 Proxies

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxy's name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the passage of 11 months.

2.10 Mail-in Ballots

Any action requiring a vote of the Owners, except election of Directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as it may exist at any given time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

2.11 Written Consent in Lieu of Vote

Any action requiring a vote of the Owners, except election of Directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as it may exist at any given time. Written consents may be collected electronically.

3 BOARD OF DIRECTORS

3.1 Number of Directors

There shall be three to five Directors. The Board shall determine how many Directors shall serve.

3.2 Selection and Term of Directors

Unless appointed by the Board under this Article, Directors shall be elected by the Owners. Cumulative voting shall not be permitted. The candidates with the most votes shall be elected.

Directors shall serve staggered terms of three years. The terms shall be staggered so that two Directors are elected in years one and two, and one Director is elected in year three. Directors shall hold office until their successor is elected. If the Directors' terms become non-staggered (i.e., after removal of the entire Board or change in the number of Directors), the initial term of each member (1, 2, or 3 years) shall be decided by vote of the newly elected Directors at their organization meeting.

3.3 Vacancies

Director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a quorum is not present. Each replacement Director shall serve until the next annual Owners' meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

3.4 Removal of Directors

A Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove them. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

Any Director who allows their assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

Any Director who misses more than two meetings per year may be removed and replaced by a majority of the Board.

Any Director may be removed and replaced by a vote of a majority of the Board if the Director is found to have engaged in willful misconduct including but not limited to acting without a majority of Directors or acting in opposition to the Governing Documents.

3.5 Organization Meeting

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted as soon as possible after the annual meeting.

3.6 Regular Meetings

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least one meeting per quarter. Notice of regular meetings shall be given to each Director at least five days prior to the meeting.

3.7 Special Meetings

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

3.8 Conduct of Meetings

The President shall preside over all meetings of the Board. The Secretary or other person designated by the Board shall take minutes of the Board meetings and shall make record of all resolutions.

3.9 Quorum

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically, via video conference, or by any other means allowing a Director to participate in real-time with the other Directors.

3.10 Waiver of Meeting Notice

Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

3.11 Action without Meeting

Any action by the Board may be taken without a meeting if all the Directors give written consent to the action. Written consent may be given in person, by mail, or electronically. The Association shall file the written consents with its record of minutes.

3.12 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Condominium Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Condominium Act, the Board shall have the following authority:

- 3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;
- 3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.12.3 Enter into contracts on behalf of the Association for the benefit of the Project;
- 3.12.4 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.5 Provide for the maintenance, repair, and replacement of the Common Areas;
- 3.12.6 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association.
- 3.12.7 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;
- 3.12.8 File lawsuits or initiate other legal proceedings on behalf of the Association.
- 3.12.9 Defend lawsuits, administrative actions, and other legal proceedings against the Association;
- 3.12.10 Paying costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;
- 3.12.11 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Condominium Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;
- 3.12.12 To grant easements, licenses, or permission over, under, and through the Common Areas;
- 3.12.13 Upon approval by 67% of the ownership interest in the Common Areas, to convey Common Areas;
- 3.12.14 Create committees;
- 3.12.15 Any other act allowed or required by the Governing Documents, the Condominium Act, or the Nonprofit Act;
- 3.12.16 Any act allowed or required to be done in the name of the Association.

3.13 Manager

The Board may employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.7, 3.12.8, 3.12.9, 3.12.12, 3.12.13.

13.12.14.

3.14 Compensation

Directors shall not be compensated for their work. However, they may seek reimbursement for actual costs and mileage incurred during their service.

3.15 Limitation of Liability

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

4 OFFICERS

4.1 Election and Term of Officers

The officers of the Association shall be elected by the Board. Officers shall be Directors. Officers shall serve one year terms and shall serve until their successor is elected.

4.2 Removal of Officers

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

4.3 Offices

The Association officers shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers as it may deem necessary. Except for the president, the same person may hold two offices.

4.3.1 President

The president shall be the chief executive officer. They shall preside at meetings of the Association and the Board. They shall be an unofficial member of all committees. They shall have general and active management of Association business. They shall see that all resolutions and policies of the Association are executed.

4.3.2 Vice President

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

4.3.3 Secretary

The secretary shall attend all meetings and take minutes thereof. They shall also make record of all resolutions, rule, policies, and procedures. They shall give or cause to be given notice of all meetings. They shall compile or cause to be compiled a complete list of the owners and their contact information.

4.3.4 Treasurer

The treasurer shall oversee the finances of the Association. They shall be responsible to ensure that the Association has full and accurate records of income and expenses. They shall give financial reports at regular Board meetings and the annual Owners' meeting.

4.4 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

4.5 Compensation

Officers shall not be compensated for their work. However, they may seek reimbursement for actual costs and mileage incurred during their service.

5 NOTICE

5.1 Manner of Notice

All notices and other communications required under the Governing Documents shall be in writing.

5.1.1 Notices to Owners may be delivered using the following methods:

5.1.1.1 By professional courier service or First-class U.S. mail, postage prepaid, to the address of the Unit or to any other address designated by the Owner in writing to the Association;

5.1.1.2 By hand to the address of the Unit or to any other address designated by the Owner in writing to the Association; or

5.1.1.3 By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association or used by the Owner to send communication to the Association.

5.1.2 Notice to the Association may be delivered using the following methods:

5.1.2.1 By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Association's official electronic contact as designated in writing to the Owners.

5.1.2.3 Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

5.2 Waiver of Notice

Whenever any notice is required under the Governing Documents, the Condominium Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

6 FINANCES

6.1 Fiscal Year

The fiscal year of the Association shall be the calendar year.

6.2 Checks, Agreements, Contracts

All checks, contracts deeds, leases, and other instruments used for expenditures or obligations over \$500.00 shall be executed by one officer. All instruments for expenditures of obligations less than \$500.00 may be executed by one officer and/or any other person authorized by the Board.

6.3 Availability of Records

Association financial records shall be available as provided by the Condominium Act and Nonprofit Act.

7 AMENDMENT TO BYLAWS

7.1 Amendments

These Bylaws may be amended either by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of the Owners.

7.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Utah County Recorder's Office.

8 MISCELLANEOUS

8.1 Office

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

8.2 Conflicts

The Bylaws are subordinate to any conflicting provisions in the Condominium Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the rules, regulations, and policies of the Association.

8.3 Severability

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

8.4 Waiver

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

8.5 Captions

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

8.6 Gender, etc.

Whenever the context so requires, the singular shall include the plural and vice versa. The use

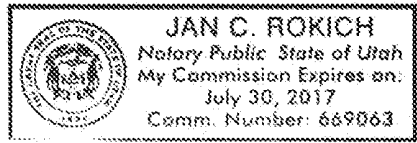
of any gender shall include all genders.

IN WITNESS WHEREOF, the president of the Management Committee executes these Bylaws certifying that 2/3 of the Association has affirmatively approved these Bylaws.

DATED: 04/01/2015.


By: JARON ROBERTSON
Management Committee Member

April 1, 2015
Signed by Jaron Robertson



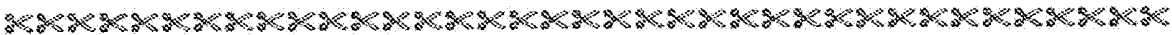


- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Kathleen E Euston KATHLEEN E EUSTON #204
 Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
 HOA of Utah
 3335 South 900 East, Suite #230
 Salt Lake City, UT 84106



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

David Takada DAVID TAKADA # 507
Joan Takada JOAN TAKADA
 Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
 HOA of Utah
 3335 South 900 East, Suite #230
 Salt Lake City, UT 84106

YES
Marva Tabler Marva Tabler #604
 Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

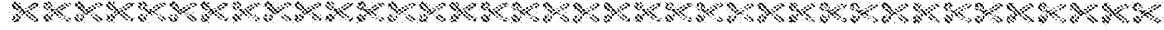
Carlton Towers Association, Inc.
 HOA of Utah
 3335 South 900 East, Suite #230
 Salt Lake City, UT 84106

- For the rewritten CC&Rs, including bylaws
- Against the CC&Rs, including Bylaws

Joseph A. Lynds *Joseph A. Lynds* *407*
 Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
 HOA of Utah
 3335 South 900 East, Suite #230
 Salt Lake City, UT 84106

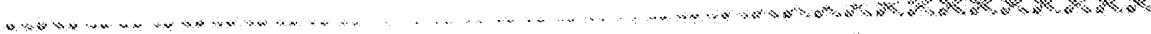


- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Ming Chu Hsu *MING CHU HSU* *205*
 Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
 HOA of Utah
 3335 South 900 East, Suite #230
 Salt Lake City, UT 84106



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Paula Passey *Paula Passey* *#502*
 Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
 HOA of Utah
 3335 South 900 East, Suite #230
 Salt Lake City, UT 84106

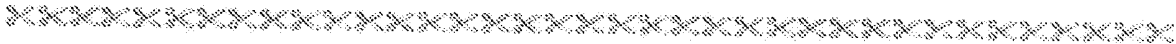
OWNER BALLOT

It is proposed that the Association amend and restate its Declaration of Condominium ("CC&Rs") and Bylaws. This is the second attempt to do so. In January 2015, the Association held a meeting to discuss any Owner issues with the proposed CC&Rs. Based on that meeting, the Association rewrote Section 7.10 (Leases), to resolve Owner concerns raised at the meeting. We have included a copy of Section 7.10 with this ballot. All other provisions remain the same. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. You should have already received a copy of the proposed amended documents and a summary letter. If you did not receive a copy of these, please contact HOA of Utah at (801) 634-0143.

Pursuant to Utah Code Ann. § 16-6a-709 the Association solicits your vote for the proposed action. Please review the attached information, then fill out the form below with your vote and requested information. The ballot must be received by **March 30, 2015**, to be counted.

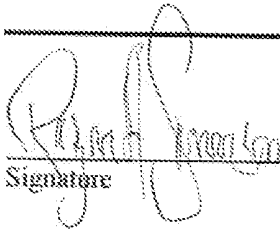
The record date for this action is February 9, 2015. This means that owners of record on this date will be allowed to vote on the rewritten CC&Rs and Bylaws. 24 of the Owners must return their ballot to meet quorum requirements. An Owner's voting interest is equal to his or her undivided ownership interest in the common areas. In order to approve the proposed CC&Rs and Bylaws, a total of 67% or 2/3rds of the voting interests held by the Owners must vote in the affirmative. (See UCA § 57-8-39)

Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws

	ROGER A. SORENSON	308
Signature	Print Name	Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

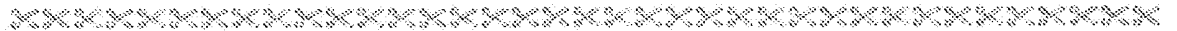
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Justin H. Miller
Justin H. Miller
#602

Signature
Print Name
Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

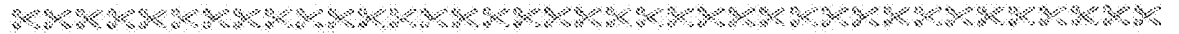
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Cecily Light → Cecily Light #501
 Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

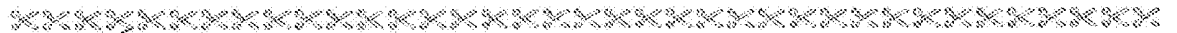
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Kenneth S. Price KENNETH S. PRICE 504
 Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

OWNER BALLOT

It is proposed that the Association amend and restate its Declaration of Condominium ("CC&Rs") and Bylaws. This is the second attempt to do so. In January 2015, the Association held a meeting to discuss any Owner issues with the proposed CC&Rs. Based on that meeting, the Association rewrote Section 7.10 (Leases), to resolve Owner concerns raised at the meeting. We have included a copy of Section 7.10 with this ballot. All other provisions remain the same. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. You should have already received a copy of the proposed amended documents and a summary letter. If you did not receive a copy of these, please contact HOA of Utah at (801) 634-0143.

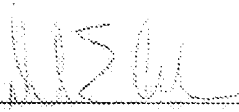
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

	<i>Michael Collins</i>	<i># 103</i>
Signature	Print Name	Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than March 30, 2015.

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

* * *

* * *

OWNER BALLOT

It is proposed that the Association amend and restate its Declaration of Condominium ("CC&Rs") and Bylaws. This is the second attempt to do so. In January 2015, the Association held a meeting to discuss any Owner issues with the proposed CC&Rs. Based on that meeting, the Association rewrote Section 7.10 (Leases), to resolve Owner concerns raised at the meeting. We have included a copy of Section 7.10 with this ballot. All other provisions remain the same. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. You should have already received a copy of the proposed amended documents and a summary letter. If you did not receive a copy of these, please contact HOA of Utah at (801) 634-0143.

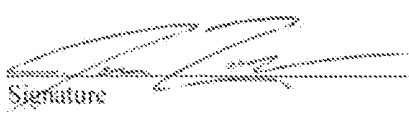
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Signature  Print Name JASON ROBERTSON Address or Unit No. 305

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

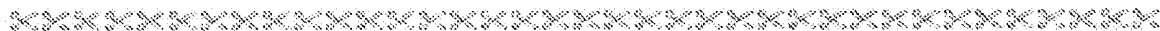
OWNER BALLOT

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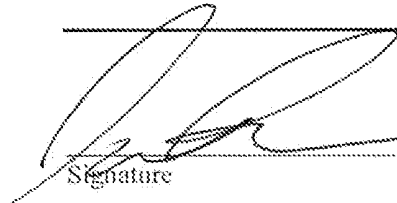
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

 Jason Powell 104
Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws



 Signature

Eileen M. Hansen
 Print Name

#404
 Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

February 23, 2015


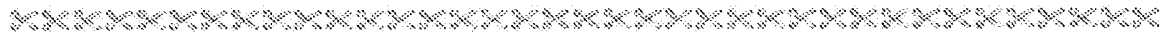
OWNER BALLOT

It is proposed that the Association amend and restate its Declaration of Condominium ("CC&Rs") and Bylaws. This is the second attempt to do so. In January 2015, the Association held a meeting to discuss any Owner issues with the proposed CC&Rs. Based on that meeting, the Association rewrote Section 7.10 (Leases), to resolve Owner concerns raised at the meeting. We have included a copy of Section 7.10 with this ballot. All other provisions remain the same. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. You should have already received a copy of the proposed amended documents and a summary letter. If you did not receive a copy of these, please contact HOA of Utah at (801) 634-0143.

Pursuant to Utah Code Ann. § 16-6a-709 the Association solicits your vote for the proposed action. Please review the attached information, then fill out the form below with your vote and requested information. The ballot must be received by **March 30, 2015**, to be counted.

The record date for this action is February 9, 2015. This means that owners of record on this date will be allowed to vote on the rewritten CC&Rs and Bylaws. 24 of the Owners must return their ballot to meet quorum requirements. An Owner's voting interest is equal to his or her undivided ownership interest in the common areas. In order to approve the proposed CC&Rs and Bylaws, a total of 67% or 2/3rds of the voting interests held by the Owners must vote in the affirmative. (See UCA § 57-8-39)

Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Douglas H Campbell Douglas H Campbell unit # 405
 Signature Feb 25, 2015 Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

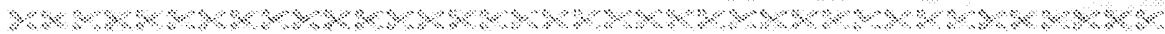
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

 Cameron McDougale 304
Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

OWNER BALLOT

It is proposed that the Association amend and restate its Declaration of Condominium ("CC&Rs") and Bylaws. This is the second attempt to do so. In January 2015, the Association held a meeting to discuss any Owner issues with the proposed CC&Rs. Based on that meeting, the Association rewrote Section 7.10 (Leases), to resolve Owner concerns raised at the meeting. We have included a copy of Section 7.10 with this ballot. All other provisions remain the same. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. You should have already received a copy of the proposed amended documents and a summary letter. If you did not receive a copy of these, please contact HOA of Utah at (801) 634-0143.

Pursuant to Utah Code Ann. § 16-6a-709 the Association solicits your vote for the proposed action. Please review the attached information, then fill out the form below with your vote and requested information. The ballot must be received by **March 30, 2015**, to be counted.

The record date for this action is February 9, 2015. This means that owners of record on this date will be allowed to vote on the rewritten CC&Rs and Bylaws. 24 of the Owners must return their ballot to meet quorum requirements. An Owner's voting interest is equal to his or her undivided ownership interest in the common areas. In order to approve the proposed CC&Rs and Bylaws, a total of 67% or 2/3rds of the voting interests held by the Owners must vote in the affirmative. (See UCA § 57-8-39)

Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For** the rewritten CC&Rs, including Bylaws
- Against** the CC&Rs, including Bylaws

<u><i>Paul Stratan</i></u>	PAUL STRATAN	402
Signature	Print Name	Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

OWNER BALLOT

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Pursuant to Utah Code Ann. § 16-6a-709 the Association solicits your vote for the proposed action. Please review the attached information, then fill out the form below with your vote and requested information. The ballot must be received by **March 30, 2015**, to be counted.

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

<i>Ellen Bromberg</i>	Ellen Bromberg	#508
<small>Signature</small>	<small>Print Name</small>	<small>Address or Unit No.</small>

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

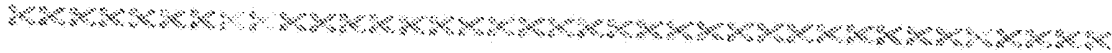
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Signature: *Craig J. Lewis* Print Name: Craig J. Lewis Address or Unit No.: 406

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

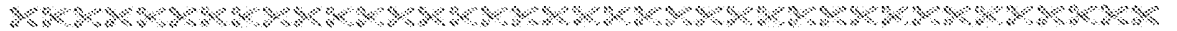
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For** the rewritten CC&Rs, including Bylaws
- Against** the CC&Rs, including Bylaws


DANA BARRUTIA
106
 Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

Came In 4/3/15

OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws


CARL CHRISTENSEN
108

Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

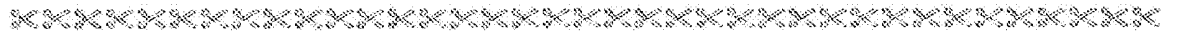
OWNER BALLOT

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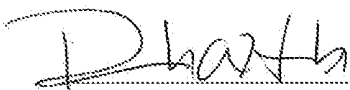
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

 Signature	Dariusz Adam Hasek Print Name	#401 Address or Unit No.
--	----------------------------------	-----------------------------

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

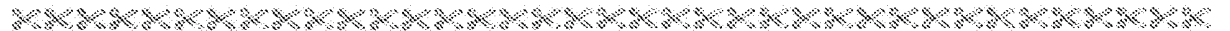
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws



	<u> </u> Signature	<u> </u> Print Name	<u> </u> Address of Unit No.
		GIENDA BRADLEY	603/702/703

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

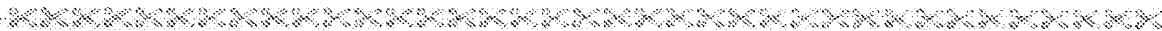
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

James B. McBroom *James B. McBroom* *#207*
Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

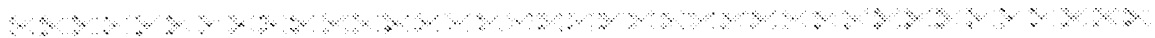
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws

Signature

KIRSTEN NELSON

Print Name

OWNER OF UNIT 303
ADDRESS: 1132 BERGEN ST. #2F
BROOKLYN, NY 11216

Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**.

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

OWNER BALLOT

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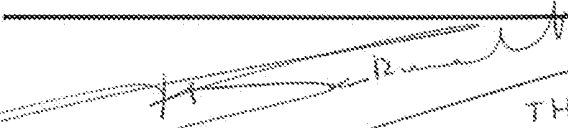
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

	THERESE DE RAEDT	# 505
Signature	Print Name	Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
 HOA of Utah
 3335 South 900 East, Suite #230
 Salt Lake City, UT 84106

3/4/15

#403

OWNER BALLOT

It is proposed that the Association amend and restate its Declaration of Condominium ("CC&Rs") and Bylaws. This is the second attempt to do so. In January 2015, the Association held a meeting to discuss any Owner issues with the proposed CC&Rs. Based on that meeting, the Association rewrote Section 7.10 (Leases), to resolve Owner concerns raised at the meeting. We have included a copy of Section 7.10 with this ballot. All other provisions remain the same. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. You should have already received a copy of the proposed amended documents and a summary letter. If you did not receive a copy of these, please contact HOA of Utah at (801) 634-0143.

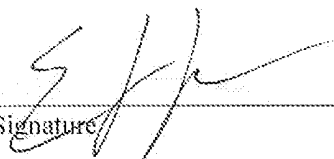
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

 Signature	ERIC LARSON Print Name	#403 Address or Unit No.
--	---------------------------	-----------------------------

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

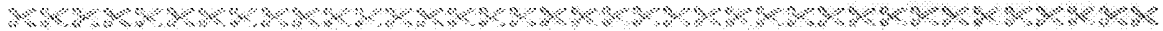
OWNER BALLOT

It is proposed that the Association amend and restate its Declaration of Condominium ("CC&Rs") and Bylaws. This is the second attempt to do so. In January 2015, the Association held a meeting to discuss any Owner issues with the proposed CC&Rs. Based on that meeting, the Association rewrote Section 7.10 (Leases), to resolve Owner concerns raised at the meeting. We have included a copy of Section 7.10 with this ballot. All other provisions remain the same. The revisions to the CC&Rs and Bylaws are intended to update the documents to comply with current laws and to improve the operation of the Association. You should have already received a copy of the proposed amended documents and a summary letter. If you did not receive a copy of these, please contact HOA of Utah at (801) 634-0143.

Pursuant to Utah Code Ann. § 16-6a-709 the Association solicits your vote for the proposed action. Please review the attached information, then fill out the form below with your vote and requested information. The ballot must be received by **March 30, 2015**, to be counted.

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Cindy Schermerhorn
Signature
Cindy Schermerhorn
Print Name
#105
Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

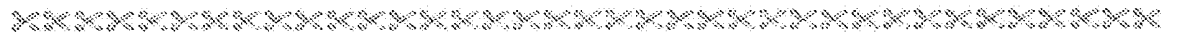
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For** the rewritten CC&Rs, including Bylaws
- Against** the CC&Rs, including Bylaws

 Signature	 Print Name	 Address or Unit No.
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Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

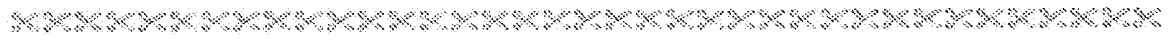
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Signature: Jack Roddy Print Name: Jack Roddy Address or Unit No.: 601

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

Douglas H Campbell Douglas H Campbell 405
Signature Print Name Address or Unit No.

March 5, 2015

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

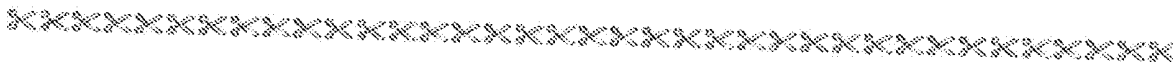
OWNER BALLOT

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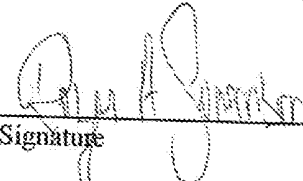
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

	ROGER A SORENSON	308
Signature	Print Name	Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

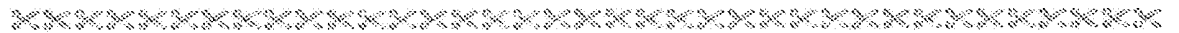
OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

J. Rose JEREMY ROSEN #201
Signature Print Name Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

OWNER BALLOT

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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.

XX

For the rewritten CC&Rs, including Bylaws

Against the CC&Rs, including Bylaws

7.10.6 I believe conviction refers paid policeman's sentence

<i>Joseph P Lynch</i>	<i>Joseph P Lynch</i>	<i># 407</i>
Signature	Print Name	Address or Unit No.

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
 HOA of Utah
 3335 South 900 East, Suite #230
 Salt Lake City, UT 84106

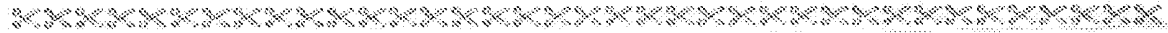
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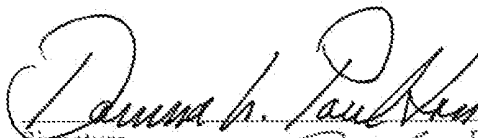
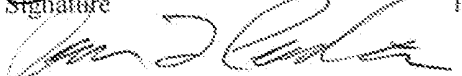
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Please review the rewritten CC&Rs and Bylaws. If you have questions, please contact a management committee member. Once you are ready to vote, please check one of the boxes below and return the ballot.



- For the rewritten CC&Rs, including Bylaws *To restrict rental units*
- Against the CC&Rs, including Bylaws

	<i>Donnah Poulton</i>	<i>#306</i>
Signature	Print Name	Address or Unit No.
	<i>James L. Poulton</i>	<i>#503</i>

Please mail completed ballot to the address below. All votes must be cast no later than **March 30, 2015**:

Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106

** We own two rental units, so this should constitute two votes (306, 503). We do not rent these and assume we are grand-fathered in. If not will have to vote against. Call 801. 355. 6956 if any questions*

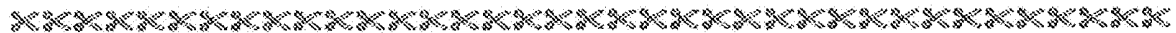
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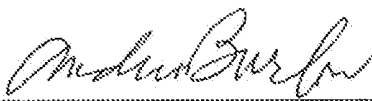
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- For the rewritten CC&Rs, including Bylaws
- Against the CC&Rs, including Bylaws

	Andrea Barlow	# 307
Signature	Print Name	Address or Unit No.

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Carlton Towers Association, Inc.
HOA of Utah
3335 South 900 East, Suite #230
Salt Lake City, UT 84106