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SALT LAKE CITY UT 84108
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After Recording Return To:
Canyon Crest Homeowners Association, Inc.
875 S. Donner Way
Salt Lake City, Utah 84108

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF THE
CANYON CREST CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE CANYON CREST CONDOMINIUM PROJECT is made and executed by the CANYON CREST HOMEOWNER'S ASSOCIATION, INC., a Utah non-profit corporation, of 875 South Donner Way, Salt Lake City, Utah 84108 (hereinafter referred to as the "Association") pursuant to Article III, Section 10 of the Fifth Amended and Restated Declaration, as amended.

RECITALS:

A. On August 26, 1965, the CANYON CREST CONDOMINIUM PROJECT (hereinafter, the "Project") was created by the filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled "Enabling Declaration for CANYON CREST CONDOMINIUM PROJECT" (hereinafter referred to as the "Original Declaration") as Entry No. 2106554, in Book 2369, at Page 118; and (ii) an instrument styled "Record of Survey Map of the CANYON CREST CONDOMINIUM PROJECT" (hereinafter referred to as the "Original Map"), as Entry No. 2106553.

B. On April 4, 1967, the Original Declaration and Original Map were supplemented and modified by an instrument entitled "Amendment to Enabling Declaration Condominium for CANYON CREST CONDOMINIUM PROJECT" (hereinafter referred to as the "First Amendment") which was never recorded in the office of the County Recorder of Salt Lake County, Utah.

C. On August 18, 1983, the Original Declaration and Original Map, as amended, were further supplemented and modified by the filing for record in the office of the Recorder of Salt Lake County, Utah an instrument entitled "Second Amendment to Enabling Declaration for CANYON CREST CONDOMINIUM PROJECT" (hereinafter referred to as the "Second Amendment") as Entry No. 3832899, in Book 5483 at Page 2987. The Second Amendment to the Enabling Declaration for CANYON CREST

CONDOMINIUM PROJECT was re-recorded on September 13, 1983 as Entry No. 3843163, in Book 5490, at Page 1027, Official Records for the express purpose of correcting the ownership interest of Unit No. 114 and Parking Stall No. C-57.

D. On July 9, 1987, the Original Declaration and Original Map, as amended, were further supplemented and modified by the filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled "Third Amendment to Enabling Declaration for CANYON CREST CONDOMINIUM PROJECT" (hereinafter referred to as the "Third Amendment") as Entry No. 4488848, in Book 5939, at Page 1237; and (ii) an instrument styled "Amended Record of Survey Map of the CANYON CREST CONDOMINIUM PROJECT" (hereinafter referred to as the "Third Amended Map"), as Entry No. 4488849.

E. On December 1, 1989, the Original Declaration and Original Map, as amended, were further supplemented and modified by the filing for record in the office of the County Recorder of Salt Lake County, Utah an instrument entitled "Declaration" (hereinafter referred to as the "Fourth Amendment"), as Entry No. 4854523, in Book 6180, at Page 1543.

F. On January 28, 1994, the Fifth Amended and Restated Declaration were recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 5724920 in Book 6860 at Page 2750 of the official records (herein referred to as the "Fifth Amendment").

G. On October 13, 1994, the First Amendment to the Fifth Amended and Restated Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 5943238 in Book 7036 at Page 1352 of the official records (herein referred to as the "Sixth Amendment").

H. On January 25, 2007, the Second Amendment to the Fifth Amended and Restated Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah, as Entry No. 9983692 in Book 9413 at Page 3076 of the official records (herein referred to as the "Seventh Amendment").

I. The Association, desiring to consolidate all prior amendments of the Declaration approved and recorded an instrument entitled "Amended and Restated Declaration of Condominium for CANYON CREST CONDOMINIUM," the eighth amendment to the Original Declaration, June 22, 2007 as Entry No. 10141905 in Book 9481 at Page 9250 (herein referred to as the "Amended Declaration") in the offices of the Salt Lake County Recorder.

J. On November 26, 2014, an instrument known as the First Amendment to the Amended and Restated Declaration of Condominium of the Canyon Crest Condominium, was recorded in the office of the County Recorder of Salt Lake County,

Utah, as Entry No. 11952472, in Book 10277 at Page 6720 (the "First Amendment to the Amended Declaration") of the official records.

K. On September 26, 2018, an instrument known as the First Amendment to the Amended By-Laws of the Canyon Crest Condominium Project and Second Amendment to Amended and Restated Declaration of Condominium of the CANYON CREST CONDOMINIUM, WAS RECORDED IN THE OFFICE OF THE County Recorder of Salt Lake County, Utah as Entry No. in Book 10716 at Page 3301-3317.

L. On _____, 2021 an instrument known as the Amended and Restated By-Laws of the CANYON CREST CONDOMINIUM PROJECT and the Amended and Restated Declaration of the CANYON CREST CONDOMINIUM was recorded in the office of the County Recorder of Salt lake County, Utah as Entry No _____ in Book _____ at Page _____. This Amendment to the By-Laws shall be binding against all members of the Association (as such term is defined in the Declaration and any amendments or supplements thereto) and the property described in EXHIBIT "A" to this Amendment, as well as any property described in the Declaration and annexation or supplement thereto.

M. All capitalized terms in this Amendment shall have the same meaning as given to them in the Amended Declaration and By-Laws.

N. The Management Committee certifies that, at a regular or special meeting of the Owners, or as permitted by U.C.A. § 16-6a-709, the quorum requirements established by Article 2, Section 9 of the By-Laws were met, and that this Amendment to the By-Laws was thereby approved by a vote of at least fifty-one percent (51%) of the Percentage Interest as required by Article VI, Section 1 of the By-Laws.

O. Further, pursuant to Article III, Section 41 of the Amended Declaration and as permitted by U.C.A. § 16-6a-709, the following amendments to the Amended Declaration have been duly approved by at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas.

P. The Association, by and through its Management Committee, further certifies that the consent of Eligible Mortgagees referenced in Article III, Section 41(a) of the Amended Declaration was either not required, or was obtained as required or as permitted by U.C.A. § 57-8-41.

Q. These Amended and Restated By-Laws of the CANYON CREST CONDOMINIUM PROJECT and Amended and Restated Declaration of Condominium of the CANYON CREST CONDOMINIUM affects that certain real property located in Salt Lake County, Utah described with particularity in Article II set forth below.

R. The Association desired hereby to consolidate all prior amendments to the Declaration, eliminate all irrelevant and immaterial references and correct clerical errors.

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated. Any terms used herein which are defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1. Act shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated, and Sections 57-8-1 through 57-8-36, (1953) as amended.
2. Association shall mean and refer to the Canyon Crest Homeowner's Association, Inc., a Utah nonprofit corporation.
3. Building shall mean and refer to the multilevel structure containing Units.
4. Capital Improvement shall mean and refer to non-recurring expenses (as opposed to day-to-day items) to repair, maintain and replace significant fixed assets in the Project, such as roofs, roads, siding, sidewalks and recreational facilities or amenities intended to restore, enhance, improve or ameliorate the utility, value or beauty of the Common Areas or Facilities.
5. Car Stall shall mean and refer to a Parking Space. All Parking Spaces are shown on the recorded Record of Survey Map. The Secretary of the Association shall maintain a current list of the assignment of Parking Spaces.
6. Committee shall mean and refer to The Management Committee of CANYON CREST.
7. Common Areas shall mean and refer to the following items:
 - (a) The real property and interests in real property previously submitted to the Act, including the entirety of the Tract, but excluding individual Units;
 - (b) All Common Areas and Facilities designated as such in the Survey Maps;
 - (c) All Limited Common Areas and Facilities designated as such in the Survey Maps;
 - (d) All foundations, roofs, and exterior walls, constituting a portion of or included in the improvements which comprise a part of the Project, and any halls, corridors, stairs, stairways, lobbies, entrances and exits which are designed for the use of more than one Unit.

(e) All installations for and all equipment connected with the furnishing of Project utility services such as telephone, electricity, gas, water, and sewer;

(f) All heating and air conditioning units, tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus, installations, and facilities included within the Project and existing for common use;

(g) The Project outdoor grounds, lighting, fences, landscaping, sidewalks, open Parking Spaces, pool, and roads;

(h) All portions of the Project not specifically included within the individual Units; and

(i) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, operation or management.

8. Common Area Fees shall mean and refer to all common expenses incurred to operate and maintain the Project, including sums designated for the Reserve Accounts, which are assessed against, and all the Unit Owners, are obligated to pay.

9. Condominium Unit shall mean and refer to a Unit.

10. Condominium Project shall mean and refer to the CANYON CREST CONDOMINIUM PROJECT.

11. Declaration shall mean and refer to this Fifth Amended Declaration of Condominium of the CANYON CREST CONDOMINIUM PROJECT.

12. Eligible Insurer shall mean and refer to an insurer or governmental, guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

13. Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

14. Family shall mean and refer to a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, who maintain a common household in a Unit.

15. Improvement shall mean and refer to all existing structures and appurtenances to the property of every kind and type, including, but not limited to, all buildings, fixtures, walkways, plumbing and electrical systems, heating and air conditioning systems, roads, walkways, driveways, parking areas, storage facilities, fences, walls, stairs, landscaping, trees, shrubs, recreational facilities and amenities.

16. Land shall mean and refer to the real property submitted by the Declaration to the Act.

17. Limited Common Areas shall mean and refer to those Common Areas designated in this Declaration or in the Survey Map as reserved for the use of a certain Unit to the exclusion of the other Units.

18. Locker shall mean and refer to the Storage Space. All Storage Spaces are shown on the recorded Record of Survey Map. The Secretary of the Association shall maintain a current list of the assignment of Storage Spaces.

19. Management Committee shall mean and refer to the Management Committee of the Association and shall have the same meaning and effect as the term "Board of Directors" as used in the Utah Revised Nonprofit Corporation Act (U.C.A. 16-6a-101 et al).

20. Map shall mean and refer to the Record of Survey Map.

21. Mortgage shall mean and refer to both a first mortgage or first deed of trust on any Unit. It does not include a uniform real estate contract, land sales contract or other similar security instrument.

22. Mortgagee shall mean and refer to a mortgagee under a first mortgage and a beneficiary under a first deed of trust on any Unit. It does not include a seller under a uniform real estate contract, land sales contract or other similar security instrument.

23. Owner shall mean and refer to the Unit Owner.

24. Parking Space shall mean and refer to the Car Stall.

25. Permanent Resident shall mean and refer to anyone who resides in a Unit for more than four consecutive weeks or for more than eight weeks in any calendar year.

26. Project shall mean and refer to the CANYON CREST CONDOMINIUM PROJECT.

27. Property shall mean and refer to the land or real estate, and appurtenances, submitted by the Declaration to the Act.

28. Record of Survey Map shall mean and refer to the "Record of Survey Map or Maps" or "Condominium Plat" of the CANYON CREST CONDOMINIUM PROJECT, on file with the Salt Lake County Recorder.

29. Single Family shall mean and refer to the members of one separate and distinct immediate family as opposed to the members of an extended family, or two (2) unrelated adults choosing to share a Unit.

30. Size shall mean and refer to the area of the floor space within a Unit, in square feet, rounded to the nearest whole number ending in zero. Size shall be computed and determined on the basis of dimensions shown on the Survey Maps. The measurements used in determining Size in a Unit shall run from the interior surfaces of the walls surrounding the Unit concerned. Each separate level, story, or floor contained within or making up the Unit shall be taken into account and shall augment the Size thereof. For purposes of determining Size, the area of any space in a Unit intended for parking or storage purposes shall be completely excluded. So long as it substantially complies with the provisions of this Section and is not arbitrary, the Association's determination of the Size of a Unit, as set forth in this Declaration shall be conclusive.

31. Storage Space shall mean and refer to the Locker designated on the Record of Survey Maps.

32. Survey Map shall mean and refer to the Record of Survey Map.

33. Tract shall mean and refer to the real property submitted by the Declaration to the terms of the Act.

34. Unit shall mean and refer to that interior space designated as a Unit on the Record of Survey Map. A Unit shall include any interior walls, partitions, floors, ceilings, and stairs which are wholly contained within its vertical and horizontal perimeters and the interior surfaces of any floors, ceilings, walls, or coverings which bound it; provided, however, that a Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit and shall not include any load-bearing walls or floors comprising a part of the Building in which the Unit is contained. A Unit shall also include all windows, interior, and exterior doors and all fixtures contained within its vertical and horizontal perimeters and intended for the sole use of such Unit.

35. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit.

36. Unit Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt lake County, Utah) of a fee or an undivided fee interest in a Unit. The term Unit Owner does not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement proceeding in lieu thereof. It does mean and include, however, both the seller and buyer under a uniform real estate, land sales contract, or other similar instrument.

II. SUBMISSION

The parcel of real property located in Salt Lake County, Utah, known as the CANYON CREST CONDOMINIUM PROJECT, and described with particularity below, previously submitted to the Act and resubmitted hereby:

See Exhibit "A," attached hereto and incorporated herein by this reference.

SUBJECT TO the described easements and rights-of-way.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions, and restrictions:

1. Description of Improvements. The significant improvements included in the Project, which are now located upon the Tract, are one multilevel building, one hundred twenty-three Units, a swimming pool, car stalls, lockers, exits, entrances, driveways, and walkways. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Survey Maps. The Project also contains other improvements of a less significant nature, such as outdoor lighting, fencing and landscaping.

2. Description and Legal Status of Units. Exhibit "B" to this Declaration and the Survey Maps show the Units, Parking Spaces and Storage Spaces, as well as the Unit Number of each Unit, its location, dimensions from which its Size may be determined, and the Common Areas and Facilities to which it has immediate access.

Each Unit, or whatever type shall be capable of being separately owned, encumbered, and conveyed, subject to the conditions set forth herein. The undivided ownership interest in the Common Areas appurtenant to a Unit may not be partitioned from the balance of the Common Areas.

(a) Unit shall include that part of the building contained within the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

(i) Horizontal Boundaries. Extending to the intersection with the vertical boundaries, each Unit's lower boundary shall be a plane coinciding with the top of the concrete slab below the Unit's ceiling; and Vertical Boundaries. Extending to the intersection with each other and with the horizontal boundaries, each Unit's vertical boundaries shall be its perimeter walls.

(b) The dimensions and boundaries of the Parking Spaces and Storage Spaces are set forth in the Record of Survey Map.

(c) Each Unit must have at least one (1) appurtenant Parking Space at all times.

(d) A written notice of any transfer, conveyance or exchange of a Parking Space or Storage Space must be given to the Secretary of the Association.

(e) The Secretary of the Association shall keep a record of the assignment of each Parking Space and Storage Space, and the Unit to which it is appurtenant.

3. Computation of Percentage of Undivided Ownership Interest. The percentage of undivided ownership interest in the Common Areas which, at any point in time, is appurtenant to a Unit shall be equal to the ratio between the Size of such Unit and the aggregate Size of all Units in the Project, with minor adjustments for the purpose of assuring that the total undivided ownership interest equals 100.00%. The Management Committee shall prepare and record from time to time an updated list of the Units and their percentages of ownership interest in the Common Area and Facilities. A copy of Revised Exhibit "B" is attached hereto and incorporated herein by this reference.

4. Limited Common Areas. The Limited Common Areas contained in the Project consist of all patios, porches, balconies, decks, and the private yard area, if any, adjacent to a Unit. The exclusive use of limited common area is reserved to the Unit with which it is associated or as designated on the Survey Maps.

5. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Unit shall describe the interest or estate involved substantially as follows:

Unit No. _____ contained within the CANYON CREST CONDOMINIUM PROJECT is the same as identified in the Record of Survey Map recorded in Salt Lake County, Utah as Entry No. 2106553 (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of the CANYON CREST CONDOMINIUM PROJECT recorded in Salt Lake County, Utah as Entry No. 2106554 in Book 2369 at Page 118 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Project's Common Areas appurtenant to said Unit as more particularly described in said Declaration.

Any instrument purporting to convey a Parking Space or Storage Space shall identify the Unit to which it is appurtenant. Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the percentage of undivided ownership interest in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided ownership interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

6. Ownership and Use. Each Unit Owner, of whatever kind, shall be entitled to the exclusive ownership and possession of his or her Unit and to the ownership of an undivided interest in the Common Areas as set forth herein, subject to the following:

(a) Nature and Restrictions on Ownership and Use in General.

Each Unit Owner shall have and enjoy the privileges of fee simple ownership of his or her Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships, or trusts and in the form of common tenancy; however, Storage Spaces and Parking Spaces shall be owned by, or conveyed to, only owners of Units, and shall be leased to or used by only persons who reside in Units. CANYON CREST is a residential community and as such Units shall be used only for residential purposes, except as set forth below. The Common Areas shall only be used in a manner consistent with the residential nature of the Project.

(b) Rules and Regulations. The Association, acting through its Management Committee, shall have the power and authority to adopt

administrative rules and regulations and, in its sole discretion, to impose reasonable user fees for the recreational facilities and amenities, including, but not limited to the swimming pool and the common parking and storage facilities. Such rules, regulations and use restrictions shall be binding upon all Owners and occupants.

(c) Restrictions and Limitations of Use. The use of the Units, of whatever kind, is subject to the following guidelines, limitations and restrictions:

(1) Occupants Bound. All provisions of the Declaration, By-Laws, Rules and Regulations shall be binding upon all Owners and occupants, their guests and invitees.

(2) Nuisance. It shall be the responsibility of each Owner and occupant to prevent the creation or maintenance of a nuisance on the Project. Nuisance, as determined by the Management Committee, includes, but is not limited to, the following:

a. The development of any unclean, unhealthy, unsightly, or unkempt condition on in or about his or her Unit or the Common Areas;

b. The storage of any item, property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye;

c. The storage of any substance, thing, or material upon any Unit or in the Common Areas that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents;

d. The creation or maintenance of any obnoxious or offensive activity in or about any Unit;

e. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress, or disturbance to any other resident, their guests or invitees, particularly if the police or sheriff must be called to restore order.

f. Maintaining any plants, animals, devices or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other residents, their guests or invitees;

g. Too much noise, especially after 11:00 p.m. and before 8:00 a.m.

h. Emission of smoke, fumes, odors, gases, vapors, steam, dust sweepings, dirt, cinders, or other particles or substances into the atmosphere which may be detrimental to the health, safety, or welfare of any Owner or any other person outside of the Unit of orientation, to the condition of any other portion of the Property, or to any vegetation within the Property.

i. Discharge of glare or heat, subsonic or ultrasonic sounds, or atomic electromagnetic, microwave, ultra-violet, laser or other radiation which is detrimental to the health, safety, welfare, or comfort of any Owner or any other person outside of the Unit of orientation, to the condition of any other portion of the Property, or to any vegetation within the Property.

j. Physical hazard by reason of fire, radiation, explosion or other similar cause to either the Property or the surrounding area.

k. Too much traffic in and out of the Unit, especially after 11:00 p.m. and before 8:00 a.m.

l. Violation of any applicable statute, ordinance, rule, regulation, permit or other validly imposed requirement of any governmental body.

(3) Unightly Work, Hobbies, or Unkempt Condition. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

(4) Removing Dust & Debris. All rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. Dust and debris shall not be swept off the balcony onto the Units or Common Areas below, but shall be collected in a vacuum, dust pan or bin and disposed of properly.

(5) Subdivision of Unit. No Unit shall be subdivided or partitioned unless doing so brings the Unit into compliance with the record of Survey Map and then only if so approved by the Management Committee and at least sixty-seven percent (67%) of the undivided ownership interests in the Common Areas.

(6) Firearms and Incendiary Devices. The use of firearms and incendiary devices within the Project is prohibited. The term firearms includes, but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semiautomatic weapons, BB guns, pellet guns, sling shots, wrist rockets, blow-dart guns, and other firearms of all types, regardless of size.

(7) Temporary Structures. No Owner or occupant shall place upon any part of the Project any temporary structures including, but not limited to tents, trailers, or sheds, without the prior written consent of the Committee.

(8) Trees, Shrubs, Bushes, Sight Distance at Intersections. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush or tree, real or artificial, shall be planted or placed by any Owner or occupant in, on or about the common areas; neither will any be permitted to remain particularly where this would create a traffic or sight problem.

(9) Utility Lines. No individual overhead utility lines, including lines for cable television, shall be permitted within the Project, except for temporary lines as required during construction.

(10) Signs. No signs, wind chimes, flags, birdfeeders (excluding humming bird feeders) or similar objects may be placed on or attached to the balconies.

(11) Window Air Conditioning Units. No window air conditioning units may be installed or maintained in any Unit.

(12) Energy Conservation Equipment. Unless allowed by state law and the Management Committee, no solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on the Project.

(13) Exterior Lighting. No exterior lights shall be displayed by Owners or occupants except for seasonal Holiday decorative lights, which may be displayed between November 20 and January 10 only.

(14) Business Use. No commercial trade or business may be conducted in or from any unit. Activities allowed by any licensed home occupation ordinance is permitted if: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and does not constitute a

nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Committee.

(15) Entry by other Owners. An Owner, in coordination with the Management Committee, shall permit other Owners, or their representatives, when necessary for the other Owner's use and enjoyment of the other Owner's Unit, to enter his Unit for the purpose of installing, altering, or repairing mechanical, electrical, or plumbing services (to be performed by the other Owner's qualified representative), provided that the requests for such non-emergency entry are made at least 24 hours in advance and that such entry is at a time convenient to the Owner. In case of emergency, such rights of entry shall be made only after notice that is reasonable under the circumstances has been given.

The terms business and trade, as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefore.

Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this subsection.

(16) On-site Fuel Storage. No on-site storage of gasoline, propane, heating oil, or other fuels shall be permitted on any part of the Project, except that the Committee may store that fuel necessary to operate and maintain the Community provided it is stored in a separate facility designed for this purpose.

(17) Heating of Units in Colder Months. In order to prevent breakage or leakage of water pipes during colder months of the year, and the resulting water damage, increased common expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within all vacant or unoccupied Units shall be maintained with the heat in an "ON" position and at a minimum of sixty degrees Fahrenheit (except during power failures or periods when heating equipment is broken) from October through April, inclusive, or whenever the temperature outside is forecasted to or does reach thirty-two degrees Fahrenheit or below. Owners and occupants of Units shall take all steps possible on a timely basis to keep the heating equipment including, but not limited to, the thermostat in good working order and repair. Notwithstanding any provision in this Declaration or in the By-Laws to the contrary, the Committee may, after proper notice and a hearing, fine any Owner or occupant up to the amount of the Association's insurance deductible or deny the Owner or occupant the right to make a claim on the Association's policy of insurance for violation of this requirement.

(18) Storage and Parking of Vehicles. No motor vehicle or trailer, including, but not limited to any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, bot trailer, or any other transportation device of any kind may be parked or stationed in front of any garage, walkway, driveway, Unit or Common Area. Owners or occupants may only park their vehicles within their Parking Spaces or in other designated areas. Visitors may only park temporarily in designated spaces and in accordance with rules and regulations designated and promulgated by the Management Committee. No Owners or occupants shall repair or restore any vehicle of any kind upon any Unit or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No Parking Space may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been reasonably parked in the Parking Space as originally designed and constructed. The parking areas are not designed for recreational or commercial size vehicles and the Management Committee has the right to make rules and regulations restricting their use.

(19) Aerials, Antennas, and Satellite Dishes. No radio, television, or satellite antenna, or other aerial, dish, tower, or transmitting or receiving structure, or support thereof, shall be erected, installed, placed, or maintained on the Project unless constructed, erected, installed, placed, or maintained entirely within the enclosed portion of a Unit. However, the Association may construct, erect, install, place or maintain a radio, television or satellite, television or radio system, should any such master system or systems be utilized by the Association and require any such fixtures.

(20) Windows and Window Coverings. No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows in any Unit. Sun shades and tinted windows are allowed. All changes and replacements of windows and window panes in Units must be identical in size, design, color (aluminum in color) and standard to the other Units in the community. Exterior sunshades must be approved by the Management Committee and must be uniform in size, design, and color and standard to the other Units.

(21) Pets. No pets, animals, livestock, or poultry of any kind shall be kept, raised, or bred in or on the Project. Violation of this restriction shall make the owner of such pet liable for damages, or whatever kind, caused by or arising out of the illegal keeping of such pet on the premises.

(22) Smoke-Free Facility. The Project was not designed in a way to prevent the migration of tobacco smoke between Units. The Utah State Legislature has classified second-hand tobacco smoke as a nuisance because it is harmful and injurious to one's health (U.C.F.A. 78B-6-1101). Accordingly, the Project is hereby designated as a "smoke-free facility." Smoking in any form is prohibited throughout the Project, including the Units, Limited Common areas and Facilities, and Common Areas and Facilities. The Board may, but is under no obligation to, designate a smoking area

within the Common areas and Facilities so long as such area is at least twenty-five (25) feet removed from the Building and does not interfere with an occupant's quiet use and enjoyment of the Property.

7. Occupancy and Age. In order to comply with local, state and federal law, and to create a safe, healthy and harmonious living environment, the use of the Units is subject to the following:

(a) Age. The community shall comply with the Fair Housing Act and the Fair Housing Amendments Act of 1988 (the "Fair Housing Act"), as they now exist or as they may be amended in the future.

(b) Occupants. No more than two permanent residents of a single family may occupy any one-bedroom in a Unit at any time.

8. Leases. In order to assure a community of congenial owners and thus protect the value of the Units, the lease of a Unit by any Owner (other than as herein provided for certain mortgages) shall be subject to the following provisions:

(a) Rental Cap: Notice Intent to Lease. Only twenty percent (20%) of the total Units – or 24 Units – ("Rental Cap") may be leased at a given time. For purposes of this Section only, the term "lease" in any grammatical form includes rent, sublet, or otherwise permit or allow others to reside therein for legal consideration payable to the Owner or to others at the Owner's request or direction, or allow others to reside therein alone for charitable purposes without the owner in residence. The Committee shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including, without limitation, the creation of a lease waiting list should the Rental Cap be reached, the right to impose fines for failure to comply, and to file a notice of lien against the Unit sold or leased for unpaid fines. Once the Rental Cap is reached, a Unit may only be leased under the following exceptions: (i) it will be leased to the parent, child, or sibling of the Unit Owner; or in the case of a Unit owned by a trust or business entity, it will be leased to a trustee, beneficiary, member, manager, or principal of the entity; (ii) it will be leased because the Unit Owner or the Unit Owner's spouse or life partner has been deployed by a branch of the Armed Forces of the United States and is required to serve more than fifty (50) miles from the Project; or (iii) the Unit Owner receives a hardship waiver from the Committee. Hardship waivers may be granted by the Committee upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of the spouse or life partner of a Unit Owner or difficulties in selling the Unit because of market conditions in the area, disability, employment relocation, or charitable service.

(b) Owners must provide a current copy of the Lease to the Office Manager.

(c) Each lease shall be deemed to be subject to the following restrictions:

(i) Entirety. Units may be rented only in their entirety and no fraction or portion thereof may be rented.

(ii) Transient Use. No transient Lessees may be accommodated therein. All Rentals or Leases must be for a term of no less than one year and no resort-hotel, corporate or rental pool uses are permitted.

(iii) Subject to Declaration. All Leases and Lessees shall be subject to the provisions of the Act, Declaration, By-Laws, Rules and Regulations.

(iv) Copies of Documents. The Unit Owner must make available to the Lessee, upon request, copies of the Act, Declaration, By-Laws, Rules and Regulations.

(v) Mandatory Language. Any Lease affecting a Unit at CANYON CREST, whether written or oral, shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any Lease on a Unit shall contain the following language, and further agrees that if such language is not expressly contained therein, then, such language shall be incorporated into the Lease by this reference. Any Lessee, by occupancy in a Unit, agrees to be bound by the following:

(1) Lessee acknowledges that promises made to Lessor are made for the benefit of the Association for the purpose of discharging Lessor's duties to the Association through Lessee's performance. Therefore, the Association may bring an action against Lessee in law or equity to recover damages or to obtain injunctive relief. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

(2) Lessee shall comply strictly with all provisions of the Act, Declaration, By-Laws, and with the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct and behavior of his or her family, their guests and invitees.

(3) Upon written request by the Association, Lessee shall pay to the Association all unpaid monthly Common Area Fees, special assessments, and specific assessments, as lawfully determined and made payable during and prior to the term of this Agreement and any other period of occupancy by Lessee; provided, however, Lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Association's request. All payments made to the Association shall reduce by the same amount Lessee's obligation to make monthly rental payments to Lessor under the Lease. If Lessee fails to

comply with the Association's request to pay Common Area Fees, Lessee shall pay to the Association all late or delinquent charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the Unit during the term of this Agreement and any other period of occupancy by Lessee.

(4) Lessee's rights shall be subject to all rights of the Association and any bona fide mortgage or deed of trust given to secure debt which is now or may hereafter be placed upon the Unit by Lessor.

(a) Recovery of Attorney's Fees. The Committee may recover from the Owner and the Lessee all costs incurred in enforcing this Section, regardless of whether suit is filed, including reasonable attorneys' fees.

(b) Lessee's Rights. Any Lessee charged with a violation of the Declaration, By-Laws, Rules and Regulations is entitled to the same rights to which the Owner of a Unit would be entitled.

(c) First Mortgagee's or Lender's Rights. Notwithstanding anything to the contrary herein contained, the provisions of this Section shall not apply to impair the rights of any Mortgagee to:

(i) foreclose or take title to a Unit pursuant to remedies contained in any Mortgage.

(ii) take a deed or assignment in lieu of foreclosure, or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

9. Condition and Maintenance of Units and Limited Common Areas. Each Unit shall be maintained by the Owner thereof so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project. Each Unit Owner shall keep his or her Unit, Limited Common Areas, patio, porch, balcony, deck, or private yard area, if any, in a clean and orderly condition, free of clutter and debris, but shall not otherwise be obligated to maintain or replace the same.

10. Liability of Owners and Occupants for Damages. Any Owner or Occupant shall be liable to the Association or other Owners or Occupants for damages to person or property caused by his or her negligence.

11. Encroachments. In the event that any portion of the Common Area, a Limited Common Area, a Unit, or a Building encroaches or comes to encroach on other Common Area or Limited Common Area, or another Unit as a result of construction,

reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists.

12. Status and General Authority of Committee. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (j) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:

(a) To Enter. The power and authority to enter into or upon any Unit to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Project.

(b) Grant Easements. The authority, without the vote or consent of the Unit Owners, Mortgagees, insurers or guarantors of Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

(c) Execute Documents. The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.

(d) Standing. The power to sue or be sued.

(e) Enter Into Contracts. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

(f) Transfer Interests in Real Property. The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.

(g) To Purchase. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(h) To Add Property. The power and authority to add any real property, or interest therein, obtained pursuant to subparagraph (g) above to the Project, so long as such action has been authorized by the necessary vote or consent.

(i) Promulgate Rules. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with this Declaration.

(j) All Other Acts. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Unit Owners.

13. Professional Management. The Committee may delegate and carry out through a professional manager or independent contractor those functions which may be delegated. The professional manager so engaged may be an independent contractor or an employee of the Association. The nature, scope and extent of his or her agency and duties shall be set forth in a written management contract. The manager shall be responsible for operating and managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and terms of the management contract with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Committee itself. All management contracts shall not be for a term in excess of three (3) years and shall provide that either party, with or without cause and without payment of any termination fee or being subject to any penalty, may terminate the contract upon at least forty-five (45) days written notice to the other party thereto. Anything to the contrary notwithstanding, the Association or Committee may employ maintenance and clerical personnel as necessary to properly maintain and operate the Project.

14. Composition of Management Committee. The Committee shall be composed of five members. Any vacant seat on the Committee shall be filled with a member elected for a two-year term. Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least sixty percent (60%) of all Committee meetings (whether regular or special) held during any twelve-month period shall automatically forfeit his or her seat. In such cases, the remaining Committee members shall elect a replacement to sit on the Committee until the next meeting of the Association. Unless he or she forfeits or otherwise loses his or her seat as herein provided, a member shall serve on the Committee until his or her successor qualifies and is elected by the Association. Committee members shall not be compensated for their services, but shall be reimbursed for all expenses reasonably incurred in connections with Committee business and approved by the Committee.

15. Committee Officers and Agents. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

(a) President. The President shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Project. The President shall preside over all meetings of the Committee and of the Unit Owners and shall execute all instruments on behalf of the Committee, unless s/he chooses to delegate that authority to another Committee member.

(b) Vice-President. The Vice-President shall have all the powers of the President in the event of the latter's absence or inability to act.

(c) Secretary. The Secretary shall keep minutes of meetings of the Committee and of the Unit Owners and shall keep all records which are required or made necessary by the Act, this Declaration, or the Committee.

(d) Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. The Treasurer shall cause to be prepared an annual financial statement for each fiscal year of Project operation. The offices of Secretary and Treasurer may be held by the same Committee member.

16. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may decide. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two members of the Committee. Reasonable effort shall be made to give either oral or written notice of a special meeting, to each Committee member at least twenty-four hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all Committee members may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.

17. Owners' Meetings. The annual meeting of the Unit Owners shall be held on a date and at a time and place to be determined by the Management Committee. The place of meeting shall be at 875 Donner Way, Salt Lake City, Utah unless otherwise specified in the notice of meeting. At least ten, but not more than thirty days before the date of the annual meeting, a written notice thereof shall be digitally or personally delivered or mailed postage prepaid to each person who appears as an Owner, at the latest address for such person appearing; in the notice shall state the time, place, and general purpose of the meeting.

Special meeting of the Owners may be called by the President, by any two members of the Committee, or by twenty-five percent of the undivided ownership interest in the Project. At least two, but not more than thirty days before the date set for a special meeting, written notice thereof shall be given in the manner described in the immediately preceding Paragraph.

No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy, such meeting may not be challenged on grounds of inadequate notice. The presence of fifty-one percent (51%) of the undivided ownership interest in the Project entitled to cast a vote shall constitute a quorum for the transaction of business at any Owner's meeting. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight hours, and no later than thirty days, after the time set for the original meeting. The presence of thirty-three percent (33%) of the undivided ownership interest in the Project entitled to vote shall constitute a quorum at the rescheduled meeting. Notwithstanding the foregoing provisions of this Paragraph, however, in any case in which the Act or this Declaration requires the affirmative vote of a certain percentage of ownership interest for authorization or approval of a matter, their written consent, proxy, or presence is required to constitute a quorum at any meeting (whether original or rescheduled) at which action on such matter is taken.

18. Voting – Multiple Ownership. Only Owners of Units may vote. Unit votes shall be based upon the Unit's percentage of ownership interest. If there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. If such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

19. Lists of Unit Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Committee shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Unit which is owned by him or her; (ii) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Unit which is encumbered by the Mortgage held by such person or entity; and (iii) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Unit which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Committee may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Committee may act and rely on current ownership information respecting any Unit or Units which are obtained from the office of the County Recorder of Salt Lake County, Utah. The address of any Owner shall be deemed to be the address of the Unit owned by such person unless the Committee is otherwise advised.

20. Capital Improvements. Capital improvements to the Project which cost 15 percent (15%) of the approved annual operating expense budget or less may be

authorized by the Management Committee alone. Capital improvements, the cost of which will exceed such amount, must prior to the commencement of construction be authorized by at least a majority of the percentage of undivided ownership interest. Any capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven percent (67%) of the undivided ownership interest.

21. Operation and Maintenance. The Management Committee shall pay for or provide for the payment of all utility services furnished to the Project which are not separately metered and billed to individual Units by the provider. The Committee shall provide for such maintenance and operation of the Common Areas and Limited Common Areas as may be reasonably necessary to make them usable, clean, functional, attractive, in good condition and repair, and to keep their appearance consistent with community standards.

22. Common Area Expenses. Each Unit Owner shall pay his or her Common Area expenses subject to the following:

(a) Purpose of Common Area Expenses. The Common Area Fees provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Units, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Management Committee.

(b) Creation of Common Area Fees. There are hereby created Common Area Fees to pay for the common expenses as may be from time to time specifically authorized by the Management Committee. Each Owner of any Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner all Common Area Fees assessed.

(c) Budget. Before the annual homeowners meeting each year, the Management Committee shall prepare a budget which shall set forth an itemization of the anticipated common expenses for the twelve-month calendar year, commencing with the following January 1. The budget shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates shall include, but are not limited to, expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the Committee is required or permitted to maintain, common lighting and heating, water charges, trash collection, sewer service charges, carpeting, painting, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Management Committee employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital

improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

(d) Apportionment. The total of such common expenses shall be apportioned among all the Units on the basis of their respective appurtenant percentages of undivided ownership interest in the Common Areas.

(e) Approval of Budget and Assessments. The proposed Budget and the Common Area Fees shall become effective unless disapproved at the annual meeting by a vote of at least a majority of the percentage of undivided ownership interest. Notwithstanding the foregoing, however, if the membership disapproves the proposed Budget and Common Area Fees or the Management Committee fails for any reason to establish the Budget and Common Area Fees for the succeeding year, then and until such time as a new Budget and new Common Area Fee schedule shall have been established, the Budget and the Common Area Fees in effect for the then current year shall continue for the succeeding year.

(f) Payment of Common Area Fees. Unless the obligation to pay Common Area Fees is otherwise accelerated, prior to the first day of each month, each Owner shall pay to the Committee as his or her share of the common expenses one-twelfth of the annual amount apportioned to his or her Unit.

(g) Owners Liable to Pay Common Area Fees. For purposes of this Section, the term "Owner" shall mean and refer to the Owner of the legal and equitable interest in the Unit, including, but not limited to, the vested Owner, the Owner of record, and both the Buyer and Seller under any land sales contract, uniform real estate contract, or other similar instrument who shall be jointly and severally liable to pay Common Area Fees.

(h) Equitable Changes. If the aggregate of all monthly payments on all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty days written notice of any changes.

(i) Dates and Manner of Payments. The dates and manner of payment shall be determined by the Committee.

(j) Reserve Accounts. The Committee shall establish and maintain adequate reserve accounts to pay for unexpected operating expenses and capital improvements. The reserve accounts shall be funded out of regular Common Area Fees.

(k) Personal Obligation of Owner. Owners are jointly and severally liable to pay all Common Area Fees assessed, accrued interest, late fees and collection costs, including attorneys' fees. Provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate contract, land

sales contract, or other similar instrument), who obtains title to a Unit Pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Common Area Fees which accrued prior to the acquisition of title.

(l) Acceleration. Common Area Fees shall be paid in the manner and on dates fixed by the Committee who may, at its option and in its sole discretion, elect to accelerate the entire annual Common Area Fee for delinquent Unit Owners. Unless the Committee elects to accelerate the entire annual Common Area Fee, the Fees shall be paid in equal monthly installments. If, however, the Common Area Fee is accelerated and an Owner subsequently files bankruptcy or the Committee otherwise decides acceleration is not in its best interest, the Committee, at its option and in its sole discretion, may elect to de-accelerate the obligation.

(m) Statement of Common Area Fees Due. Upon written request, the Committee shall furnish to any Owner a statement of Common Area Fees due, if any, on his or her Unit. Failure to provide the certificate within ten days after a written request, shall be deemed conclusive evidence that all Common Area Fees are paid current on the Unit. The Association may require the advance payment of a processing charge not to exceed Fifteen Dollars for the issuance of such certificate.

(n) Superiority of Common Area Fees. All Common Area Fees and liens created to secure the obligation to pay Common Area Fees are superior to any homestead exemptions to which an Owner may be entitled.

(o) Termination of Utility Service or Right to Use Amenities for Non-Payment. At the discretion of the Committee, the utility service to any Owner or occupant of any Unit paid for by Common Area Fees, or the right to use the recreational facilities or amenities, may be terminated if the Owner or occupant is in arrears on his or her obligation to pay Common Area Fees and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten days.

(p) Voting Requirements. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, after notification from the Committee to correct non-compliance, s/he shall be in full compliance with all of the terms, covenants, and conditions of the Act, Declaration, By-Laws, Rules and Regulations, and shall have fully paid all common area fees.

23. Special Assessments. In addition to the other Common Area Fees authorized herein, the Association may levy special assessments in any year. So long as the special assessment does not exceed 15 percent (15%) of the approved annual operating expense, it may be authorized by the Management Committee alone and the Management Committee may impose the special assessment. Any special assessment which would exceed this allocation shall be effective only if approved by at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas. The Committee in its discretion may allow any special assessment to be paid in installments.

24. Specific Assessments. In addition to the Common Area Fees and special assessments, the Committee shall have the power specifically to assess the Owners of an individual Unit or Units on a particular floor pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Committee to exercise its authority under this Section shall not be grounds for any action against the Association or the Committee and shall not constitute a waiver of the Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Committee has not previously exercised its authority under this Section. The Committee may specifically assess Units or floors for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Benefit Only to Specific Unit or Floor. Expenses of the Association which benefit less than all of the Units or Floors may be specifically assessed equitably among all of the Units or Floors which are benefitted according to the benefit received.

(b) Unequal or Disproportionate Benefit. Expenses of the Association which benefit all units and Floors; but which do not provide an equal benefit to all, may be specifically assessed equitably among all Units or Floors according to the benefit received.

25. Collection of Common Area Fees. It is important that all Unit Owners pay their Common Area Fees in a timely manner.

(a) Procedure. In pursuing the collection of delinquent accounts, it is suggested that the Committee follow these guidelines and policies:

(1) Delinquent Fees. Any Common Area Fees which are not paid when due are delinquent and a lien attaches automatically, regardless of whether a notice is recorded.

(2) Late Fees. Any Common Area Fees delinquent for a period of more than ten days shall incur a late charge in an amount the Committee may from time to time determine.

(3) Notice of Delinquency. The Association shall give a notice of delinquency to any member who has not paid within twenty days following the due date.

(4) Notice of Lien. If the Common Area Fees are not paid within sixty days of the due date, a notice of lien covering the unpaid Fees, late charges, accrued interest, attorney's fees, the cost of a foreclosure report, and any other collection costs permitted by law shall be filed with the Salt Lake County Recorder. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

(5) Foreclosure of Lien and/or Collection Action. If the Common Area Fees remain unpaid after ninety days from the due date, the Association may, as determined by the Committee, institute suit to collect the amounts due and/or to foreclose the lien.

(b) Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

(c) No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Common Area Fees provided for herein, including, but not limited to the non-use of Common Areas, Recreational Facilities, or the abandonment of the Unit.

(d) Duty to Pay Independent. No reduction or abatement of Common Area Fees shall be claimed or allowed by reason of any alleged failure of the Association or Committee to take some action or perform some function required to be taken or performed by the Association or Committee under this Declaration or the By-Laws, or for inconvenience or discomfort rising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Common Area Fees being a separate and independent covenant on the part of each Owner.

(e) Application of Payments. All payments shall be applied first to costs and attorney's fees, then to late charges, then interest, and finally to delinquent Common Area Fees.

(f) Foreclosure of Lien as Mortgage or Trust Deed. The lien for non-payment of Common Area Fees may be enforced by sale or foreclosure of the Unit Owner's interest therein by the Committee. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages, or in any other manner permitted by law. In any foreclosure or sale, the Unit Owner shall pay: (a) the costs and expenses of such proceedings, including, but not limited to, the cost of a foreclosure report, (b) reasonable attorney's fees, and (c) a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Committee may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the Unit.

(g) Appointment of Trustee. If the Committee elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided

he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. Owner hereby transfers in trust to the Trustee all of his or her right, title and interest in and to the real property for the purpose of securing his or her performance of the obligations set forth herein.

26. Transfer Fee. The transferee of a Unit shall pay to the Homeowners Association a transfer fee of \$1,000.

27. Liability of Management Committee and Professional Manager.

(a) Tort Liability. No member of the Management Committee or any professional manager employed by the Committee, their agents, representatives and employees (hereafter jointly referred to in this Section as "Committee") shall be liable to any Unit Owner or occupant, their guests or invitees for any and all damages, losses or claims arising out of or caused by mistake of judgment, nonfeasance, misfeasance, inexperience, oversight, negligence, or any other grounds, except for such member's willful misconduct, gross negligence or bad faith. The Unit Owners and occupants, their guests and invitees, hereby waive any such claims they may have against the members of the Committee, the Committee and the Association now or in the future, known or unknown, and release them from all liability therefore.

(b) Contract Liability. No member of the Committee shall be personally liable on any authorized contract or agreement entered into on behalf of the Association. The Unit Owners and occupants, their guests and invitees, hereby waive any such claims they may have against the members of the Committee not or in the future, known or unknown, and release them from all liability therefore.

(c) Indemnity. Each Unit Owner and occupant, their guests and invitees, hereby agree to and shall indemnify and hold harmless each member of the Committee, the Committee, and the Association from any and all loss, damage or liability he or she may suffer from claims arising out of the management, operation and maintenance of the Project.

(d) Limitation of Liability. The liability of any Unit Owner for damages or indemnity shall be limited to the total liability concerned multiplied by such Owner's undivided percentage of ownership interest in the Common Areas.

28. Insurance. The Committee shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and stand alone policies may be purchased instead of or in addition to embedded, including coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

(a) Annual Insurance Report. Not later than sixty (60) days prior to the annual meeting of the Association, the Committee may obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in the community association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; (3) a description of any earthquake insurance and material exclusions and limitations for that coverage and if no earthquake insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: "NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION," and (4) a description of any flood insurance and material exclusions and limitations for that coverage, and if no flood insurance is obtained, a conspicuous clear statement in both bold and upper case letters stating: "**NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION.**" The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. Any written report so obtained by the Committee may be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request.

(b) Property Insurance.

(1) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings, including all Units, fixtures, and building services equipment as provided in the Act.

(a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including, but not limited to, floor covering, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

(b) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

(c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(d) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost, but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

(e) Each property that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available. (ii) "Building Ordinance or Law Endorsement." (The endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the Project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

(2) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

(a) The Association's policy provides primary insurance coverage;

(b) Notwithstanding Subsection (a) above, and subject to Subsection (c) below:

(i) The Owner is responsible for the Association's policy deductible; and

(ii) The Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible, and

(c) An Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is

responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and

(d) If an Owner does not pay the amount required under Subsection 2 (b) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

(3) Flood Insurance. If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained, covering the Project, or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(4) Earthquake Insurance. The Association may purchase earthquake insurance as the Committee deems appropriate. If the Committee elects not to purchase earthquake insurance, a majority vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to not purchase earthquake insurance, the Committee shall purchase earthquake insurance within (60 days of the vote.

(5) Association's Obligation to Segregate Property Insurance Deductible. The Association shall set aside an amount equal to the Association's property insurance policy deductible or \$10,000 whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(6) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(7) Notice Requirement for Deductible. The association shall provide notice to each Owner of the Owner's obligation under Subsection (2) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

(8) Comprehensive General Liability (CGL Insurance. The Association shall, so long as reasonably available, obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

(9) Directors' and Officers' Insurance. The Association, so long as reasonably available shall obtain Directors' and Officers' liability insurance protecting the Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Project's Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Committee, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

(10) Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall, so long as reasonably available, obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) officers and Committee members of the Association, (b) employees and volunteers of the Association, (c) any manager of the Association, and (d) officers, directors, and employees of any manager of the Association.

(11) Worker's Compensation Insurance. The Committee shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Committee deems appropriate.

(12) Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Mortgagee.

(13) Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

(14) Association has the Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lienholders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee as attorney-in-fact for the purpose of negotiating all losses related thereto including the collection, receipt of and appropriate disposition of all insurance proceeds; the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

(15) Insurance Trustee. In the discretion of the Committee or upon written request executed by the Owners holding at least 50% of the ownership interest of the Association, the Committee shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owner or Committee (as the case may be) shall require.

(16) Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the

Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

(17) Waiver of Subrogation Against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

(18) Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements required by U.C.A. § 57-8-43 that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to condominium associations shall apply to this Association.

29. Quality of Insurance Carrier. Each insurance policy required hereby shall be written by an insurance carrier licensed to transact business in the State of Utah and who has the highest rating by Best's Key Rating Guide.

30. Restrictions on Policies. No such insurance policy shall be maintained where:

(a) Individual Assessments Prohibited. Under the term of the carrier's charter, by-laws, or policy, contributions may be required from, or assessments may be made against a Unit Owner, a borrower, a Mortgagee, the Management Committee, the Association of Unit Owners, FNMA, or the designee of FNMA.

(b) Payments Contingent. By the terms of the carrier's charter, by-laws, or policy, payments are contingent upon action by the carrier's Board of Directors, policyholder, or member; or

(c) Mortgagee Limitation Provisions. The policy includes any limited clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Committee, the Association, a Unit Owner, FNMA, or the borrowers) from collecting insurance proceeds.

The foregoing provisions shall not be construed to limit the power or authority of the Management Committee or Association of Unit Owners to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee or Association may deem appropriate from time to time.

31. Destruction, Condemnation, and Obsolescence. The following provisions shall apply with respect to the destruction, condemnation, or obsolescence of the Project. Each of the following terms shall have the meaning indicated:

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

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

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

(d) Restored Value shall mean the fair market value of the Project after Restoration as determined by an MAI or other qualified appraisal.

(e) Estimated Costs of Restoration. "Estimated cost of restoration" shall mean the estimated costs of restoring the Project to its former condition.

(f) Available Funds shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee or Association. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a Mortgagee, or that portion of any condemnation award or payment in lieu of condemnation or taking of the Unit in which they are interested.

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

33. Restoration of the Project. Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be

undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent (67%) of the Project's undivided ownership interest and is further consented to by Eligible Mortgagees holding Mortgages on Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees.

34. Notices of Destruction or Obsolescence. Within thirty days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration.

35. Excess Insurance. In the event insurance precedes condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Unit is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

36. Inadequate Insurance. In the event the cost of Restoration exceeds Available Funds, all of the Units shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership interest in the Common Areas.

37. Real Location in Event of Partial Restoration. In the event that all or any portion of one or more Units will not be the subject of Restoration (even though the Project will continue as a condominium project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Units.

38. Sale of Project. Unless Restoration is accomplished as set forth above, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, condominium ownership under this Declaration and the Survey Map shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Committee to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

39. Authority of Committee to Represent Owners in Condemnation or to Restore or Sell. The Committee, as attorney-in-fact- for each Owner, shall represent all

of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of Common Areas and Facilities. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Unit Owners, and their mortgagees as their interests may appear. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Unit therein whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided. Such authority shall include the right and power to enter into any contracts, deeds or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

40. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a Unit Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold the required percentages, subject to the following conditions:

(a) Sixty-day Limit. All necessary consents must be obtained prior to the expiration of sixty days from the time the first written consent is obtained; and

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

41. Mortgagee Protection. The lien or claim against a Unit for unpaid Common Area Fees levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date such Common Area Fees become due.

(a) Statutes. In the event that the State of Utah should enact the Uniform Condominium Act or any other statute applicable to condominiums with a provision that would allow such Common Area Fees, including special assessments, to have a limited priority over a Mortgage recorded before such Common Area Fees became due, or in the event that the State of Utah should enact any law which would allow a lien for unpaid Common Area Fees to survive foreclosure or exercise of a power of sale, all such assessments and charges, including special assessments, shall after the date of such enactment be made due and payable to the Committee or the Association on a monthly basis and the lien for any fees, or late charges the Association assessed in connection with such unpaid Common Area Fees shall be deemed subordinate to the first Mortgage in the Unit upon which such Common Area Fees are levied.

(b) Effects of Voluntary and Involuntary Sale. The lien or claim against a Unit for such unpaid Common Area Fees shall not be affected by any sale or transfer of such Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage

affecting such Unit or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Common Area Fees which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit from the lien of any Common Area Fees becoming due thereafter.

(c) Books and Records Available for Inspection. The Committee or the Association shall make available to Unit Owners, to lenders and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration and rules concerning the Project, and the books, records, and financial statements of the Committee and the Association. "Available," as used in the Paragraph, shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

(d) Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year free of charge to the party so requesting. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

(e) Management Contracts. Any agreement for professional management of the Condominium Project and any contract or lease which is entered into by the Management Committee or the Association shall provide that either party may terminate the contract for cause upon at least sixty days written notice to the other party thereto.

(f) Eligible Mortgagee Designation. Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit Number or address of the Unit encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder, insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(1) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which here is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

(2) Delinquency. Any delinquency in the payment of Common Area Fees owed by an Owner of a Unit subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains insured for a period of sixty days.

(3) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(4) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

(5) No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction.

42. Amendment. The affirmative vote of at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas shall be required and shall be sufficient to amend the Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that vote required by this section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained. The foregoing right of amendment shall, however, be subject to the following:

(a) Consent of Eligible Mortgagee. The consent of Eligible Mortgagees holding at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and shall be required for any amendment which would terminate the legal status of the Project; and the consent of Eligible Mortgagees holding at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Survey Map which establishes, provides for, governs, or regulates any of the following: (i) voting; (ii) assessments, assessment liens, or subordination of liens; (iii) reserves for maintenance, repair, and replacement of the Common Areas; (iv) insurance or fidelity bonds; (b) limitations and restrictions on the right to use of the Common Areas; (vi) responsibility for maintenance and repair of the several portions of the Project; (vii) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (viii) the boundaries of any Unit; (ix) the percentages of ownership interest in the Common Areas; (x) convertibility of Units into Common Areas or of Common Areas into Units; (xi) leasing of Condominium Units; (xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Condominium Unit; (xiii) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and (xiv) the requirement that the Project be professionally managed rather than self-managed. Any addition or amendment shall not be considered material for purposes of this Paragraph (a) if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Survey map is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or the Association a negative response to the notice of the

proposed amendment within thirty days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Survey Map or the termination of the legal status of the Project as a condominium if such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

43. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

44. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

45. Enforcement and Right to Recover Attorney's Fees. Should the Association or Committee be required to take action to enforce the Act, this Declaration, the By-Laws, Rules and Regulations, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the Association or Committee may recover all costs and expenses, including a reasonable attorney's fee which may arise or accrue.

46. Security. The Association may, but shall not be obligated to maintain or support certain activities within the Project designed to make the Project safer than they otherwise might be. Neither the Association, nor the Committee shall in any way be considered insurers or guarantors of security within the Project, however, and neither the Association nor the Committee shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants, their guests and invitees, as applicable, acknowledge that the Committee and the Association do not represent or warrant that any fire protection system or burglar alarm system designated by or installed according

to guidelines established by the Committee or the Association may not be compromised or circumvented, that any fire protection or burglar alarm system will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise nor the fire protection or burglar alarm systems will in all cases provide the detection or protection for which the system is designed or intended. All Owners and occupants, their guests and invitees, acknowledge and understand that the Association and Committee are not insurers of their safety and they hereby assume all risks for loss or damage to their person or property and further acknowledge that the Association and Committee have made no representations or warranties, nor have they relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems recommended or installed or any security measures undertaken within the Project.

47. Liens Against the Association. All liens for materials, labor, or money judgments against the Association or Committee are to be indexed in the public records under the name of the Association and the name of the community. An Owner may pay the pro rata share of the amount of any lien against the Association or Committee and that shall be sufficient to release the lien on his or her Unit. Such liens will not constitute a lien on the Common Areas of the community, but rather on each Unit within the community. Any person or entity who elects to perform labor or provide materials at this Project shall do so subject to the terms of this Section. If the Association has encumbered the Common Areas and thereafter defaults on its obligations, the lienholder must exercise its rights against the Common Areas before it may proceed against the Units or the Unit Owners.

48. Agent for Service of Process. The President of the Association is the person to receive service of process in the cases authorized by the Act and the office of the registered agent is 875 Donner Way, Salt Lake City, Utah 84108.

49. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Survey Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

50. Request for Notice. The Association hereby requests that a copy of any notice of default and a copy of notice.

IN WITNESS WHEREOF, the Association, by and through its Management Committee the "Committee") has executed this Amended and Restated **DECLARATION OF CONDOMINIUM OF THE CANYON CREST CONDOMINIUM** as of the day of September, 2021.

THE CANYON CREST HOMEOWNERS ASSOCIATION, INC.

Martha Dorst Wundert
President

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

On the 14 day of ~~September~~ September 2021 personally appeared ~~Martha Dorst Wundert~~ Martha Dorst Wundert Who, being first duly sworn, did say that they are the **President** of the Association, certified that all requirements of the Bylaws Article II Section 9 have been met, further certified that the requirements of Article III, Sections 42 and 42(a) of the Amended Declaration have been met, and that said instrument was signed on behalf of said Association by authority of its Management Committee; and acknowledged said Instrument to be their voluntary act and deed.

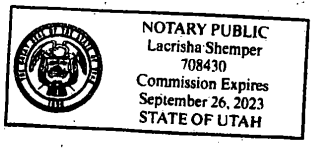
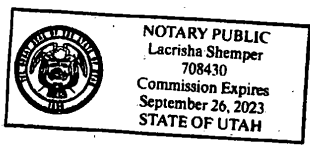
Lacrisha Shemper
Notary Public for Utah

Chris Anthony Osting
Vice President

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

On the 14 day of ~~September~~ September 2021 personally appeared Chris Anthony Osting Who, being first duly sworn, did say that they are the **Vice President** of the Association, certified that all requirements of the Bylaws Article II Section 9 have been met, further certified that the requirements of Article III, Sections 42 and 42(a) of the Amended Declaration have been met, and that said instrument was signed on behalf of said Association by authority of its Management Committee; and acknowledged said Instrument to be their voluntary act and deed.

Lacrisha Shemper, Notary

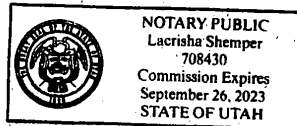


Lily Alawi
Secretary

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

On the 14 day of September, 2021 personally appeared Lily Alawi
Who, being first duly sworn, did say that they are the **Secretary** of the Association,
certified that all requirements of the Bylaws Article II Section 9 have been met, further
certified that the requirements of Article III, Sections 42 and 42(a) of the Amended
Declaration have been met, and that said instrument was signed on behalf of said
Association by authority of its Management Committee; and acknowledged said
Instrument to be their voluntary act and deed.

Lacrisha Shemper
Notary Public for Utah

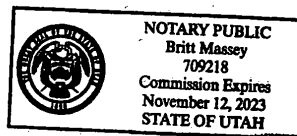


W. F. W. W. W.
Treasurer

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

On the 17 day of September, 2021 personally appeared Michael Fordham
Who, being first duly sworn, did say that they are the **Treasurer** of the Association,
certified that all requirements of the Bylaws Article II Section 9 have been met, further
certified that the requirements of Article III, Sections 42 and 42(a) of the Amended
Declaration have been met, and that said instrument was signed on behalf of said
Association by authority of its Management Committee; and acknowledged said
Instrument to be their voluntary act and deed.

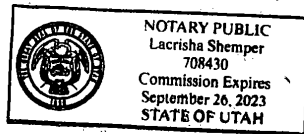
[Signature]
Notary Public for Utah



Margaret McDonald
Management Committee Member

STATE OF UTAH)
 :ss
County of Salt Lake)

On the 14 day of September, 2021 personally appeared Margaret McDonald
Who, being first duly sworn, did say that they are a **Member of the Management Committee** of the Association, certified that all requirements of the Bylaws Article II Section 9 have been met, further certified that the requirements of Article III, Sections 42 and 42(a) of the Amended Declaration have been met, and that said instrument was signed on behalf of said Association by authority of its Management Committee; and acknowledged said Instrument to be their voluntary act and deed.



Lacrisa Shemper
Notary Public for Utah

EXHIBIT "A" LEGAL DESCRIPTION

ALL LOTS CANYON CREST CONDOMINIUM AMD AS SHOWN ON THE OFFICIAL
MAP THEREOF ON RECORD IN THE SALT LAKE COUNTY RECORDERS OFFICE,
STATE OF UTAH.

UNIT	101	16112520020000	UNIT	210	16112521490000
UNIT	102	16112520030000	UNIT	305	16112521510000
UNIT	105	16112520060000	UNIT	307	16112521530000
UNIT	107	16112520080000	UNIT	403	16112521560000
UNIT	204	16112520190000	UNIT	405	16112521570000
UNIT	208	16112520230000	UNIT	407	16112521580000
UNIT	302	16112520270000	UNIT	410	16112521590000
UNIT	303	16112520280000	UNIT	502	16112521610000
UNIT	308	16112520330000	UNIT	505	16112521620000
UNIT	404	16112520390000	UNIT	508	16112521640000
UNIT	406	16112520410000	UNIT	509	16112521650000
UNIT	408	16112520430000	UNIT	605	16112521690000
UNIT	409	16112520440000	UNIT	608	16112521700000
UNIT	503	16112520480000	UNIT	701	16112521710000
UNIT	504	16112520490000	UNIT	704	16112521740000
UNIT	510	16112520550000	UNIT	705	16112521750000
UNIT	602	16112520570000	UNIT	710	16112521770000
UNIT	606	16112520610000	UNIT	802	16112521790000
UNIT	609	16112520640000	UNIT	803	16112521800000
UNIT	610	16112520650000	UNIT	806	16112521810000
UNIT	708	16112520710000	UNIT	807	16112521820000
UNIT	707	16112520720000	UNIT	809	16112521830000
UNIT	708	16112520730000	UNIT	902	16112521840000
UNIT	804	16112520790000	UNIT	903	16112521850000
UNIT	805	16112520800000	UNIT	904	16112521860000
UNIT	808	16112520830000	UNIT	905	16112521870000
UNIT	901	16112520860000	UNIT	906	16112521880000
UNIT	907	16112520920000	UNIT	1003	16112521900000
UNIT	908	16112520930000	UNIT	1008	16112521930000
UNIT	909	16112520940000	UNIT	1102	16112521960000
UNIT	910	16112520950000	UNIT	1103	16112521970000
UNIT	1004	16112520990000	UNIT	1106	16112521990000
UNIT	1009	16112521040000	UNIT	1107	16112522000000
UNIT	1208	16112521230000	UNIT	1108	16112522010000
UNIT	1209	16112521240000	UNIT	1201	16112522020000
UNIT	106	16112521410000	UNIT	1203	16112522030000
UNIT	108	16112521420000	UNIT	1403	16112522070000
UNIT	114	16112521450000	UNIT	1504	16112522140000
UNIT	201	16112521460000	UNIT	111	16112522290000

UNIT	203	16112522310000
UNIT	205	16112522320000
UNIT	208	16112522330000
UNIT	209	16112522340000
UNIT	310	16112522380000
UNIT	506	16112522390000
UNIT	702	16112522410000
UNIT	801	16112522430000
UNIT	1001	16112522440000
UNIT	1002	16112522450000
UNIT	1006	16112522460000
UNIT	1101	16112522470000
UNIT	1109	16112522480000
UNIT	1406	16112522500000
UNIT	1502	16112522510000
UNIT	1206	16112522560000
UNIT	1501	16112522600000
UNIT	1205	16112522630000
UNIT	301	16112522640000
UNIT	103	16112522650000
UNIT	501	16112522660000
UNIT	709	16112522670000
UNIT	1005	16112522680000
UNIT	1207	16112522700000
UNIT	202	16112522720000
UNIT	306	16112522750000
UNIT	1210	16112522760000
P	B75	16112522790000
S	C10125	16112522800000
P	B74	16112522820000

P	C43	16112522840000
UNIT	607	16112522850000
UNIT	304	16112522860000
UNIT	603	16112522870000
S	C10114	16112522880000
		16112522890000
P	A1077	16112522900000
S		
UNIT	1408	16112522910000
UNIT	1405	16112522920000
UNIT	309	16112522930000
UNIT	402	16112522940000
UNIT	1409	16112522960000
UNIT	1401	16112522970000
UNIT	401	16112522980000
UNIT	1105	16112523000000
UNIT	1505	16112523020000
UNIT	1506	16112523030000
		16112523040000
UNIT	1402	16112523050000
UNIT	1402	16112523060000
UNIT	604	16112523070000
UNIT	604	16112523080000
UNIT	604	16112523090000
UNIT	601	16112523100000
UNIT	703	16112523110000
S	B103-3	16112523120000

SECOND REVISED EXHIBIT "B"

Floor and Unit No.	Size¹	Percent Ownership
1st Floor		
	725	0.00445
101	300	0.00184
102	600	0.00369
103	300	0.00184
105	300	0.00184
106	300	0.00184
107	300	0.00184
108	400	0.00246
111	2,685	0.01650
114	1,265	0.00777
2nd Floor		
	1,875	0.01152
201	1,300	0.00799
202	1,300	0.00799
203	1,300	0.00799
204	1,300	0.00799
205	1,300	0.00799
206	2,625	0.01613
208	775	0.00476
209	775	0.00476
210	750	0.00461
3rd Floor		
	1,875	0.01152
301	1,300	0.00799
302	1,300	0.00799
303	1,300	0.00799
304	1,300	0.00799
305	1,300	0.00799
306	1,875	0.01152
307	750	0.00461
308	775	0.00476
309	775	0.00476
310	750	0.00461
4th Floor		
	1,875	0.01152
401	1,300	0.00799
402	1,300	0.00799
403	1,300	0.00799
404	1,300	0.00799

¹ "Size" means the number of square feet of ground or floor space within each Unit as computed by reference to the original record of survey map and rounded off to a whole number. The same basis of calculation is employed for all units in the condominium project and that basis is described in the Declaration.

Floor and Unit No.	Size	Percent Ownership
405	1,300	0.00799
406	1,875	0.01152
407	750	0.00461
408	775	0.00476
409	775	0.00476
410	750	0.00461
5th Floor		
501	1,875	0.01152
502	1,300	0.00799
503	1,300	0.00799
504	1,300	0.00799
505	1,300	0.00799
506	2,625	0.01613
508	775	0.00476
509	775	0.00476
510	750	0.00461
6th Floor		
601	1,875	0.01152
602	1,300	0.00799
603	1,300	0.00799
604	1,300	0.00799
605	1,300	0.00799
606	1,875	0.01152
607	750	0.00461
608	775	0.00476
609	775	0.00476
610	750	0.00461
7th Floor		
701	1,875	0.01152
702	1,300	0.00799
703	1,300	0.00799
704	1,300	0.00799
705	1,300	0.00799
706	1,875	0.01152
707	750	0.00461
708	775	0.00476
709	775	0.00476
710	750	0.00461
8th Floor		
801	2,625	0.01613
802	1,300	0.00799

Floor and Unit No.	Size	Percent Ownership
803	1,300	0.00799
804	1,300	0.00799
805	1,300	0.00799
806	1,875	0.01152
807	750	0.00461
808	775	0.00476
809	775	0.00476
9th Floor		
901	1,875	0.01152
902	1,300	0.00799
903	1,300	0.00799
904	1,300	0.00799
905	1,300	0.00799
906	1,875	0.01152
907	750	0.00461
908	775	0.00476
909	775	0.00476
910	750	0.00461
10th Floor		
1001	2,625	0.01613
1002	1,300	0.00799
1003	1,300	0.00799
1004	1,300	0.00799
1005	1,300	0.00799
1006	2,625	0.01613
1008	775	0.00476
1009	775	0.00476
11th Floor		
1101	2,625	0.01613
1102	1,300	0.00799
1103	1,960	0.01204
1105	1,940	0.01192
1106	1,875	0.01152
1107	750	0.00461
1108	775	0.00476
1109	775	0.00476
12th Floor		
1201	1,875	0.01152
1202	1,300	0.00799
1203	1,960	0.01204
1205	1,940	0.01192
1206	1,875	0.01152
1207	750	0.00461
1208	775	0.00476

Floor and Unit No.	Size	Percent Ownership
1209	775	0.00476
1210	750	0.00461
14th Floor		
1401	2,625	0.01613
1402	1,300	0.00799
1403	1,960	0.01204
1405	1,940	0.01192
1406	2,625	0.01613
1408	775	0.00476
1409	775	0.00476
15th Floor		
1501	2,625	0.01613
1502	2,625	0.01613
1504	2,625	0.01613
1505	2,625	0.01613
1506	1,364	0.00838
TOTALS	162,739	1.00000

EXHIBIT A

LEGAL DESCRIPTION

The property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly on the attached pages.

~~BK 11248 PG 784~~

BK 11248 PG 784

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	P	A28	16-11-252-277-0000	YES
	P	A28	16-11-252-278-0000	YES
	P	A28	16-11-252-281-0000	YES
	P	A28	16-11-252-289-0000	N
	P	A28	16-11-252-277-0000	YES
	P	A29	16-11-252-278-0000	YES
	P	A29	16-11-252-281-0000	YES
	P	A28	16-11-252-289-0000	N
	P	A67	16-11-252-277-0000	YES
	P	A67	16-11-252-278-0000	YES
	P	A67	16-11-252-281-0000	YES
	P	A67	16-11-252-289-0000	N
	P	B10	16-11-252-277-0000	YES
	P	B14	16-11-252-277-0000	YES
	P	B14	16-11-252-278-0000	YES
	P	B14	16-11-252-281-0000	YES
	P	B14	16-11-252-289-0000	N
	P	B73	16-11-252-277-0000	YES
	P	B73	16-11-252-278-0000	YES
	P	B73	16-11-252-281-0000	YES
	P	B73	16-11-252-289-0000	N
	P	B74	16-11-252-277-0000	YES
	P	B74	16-11-252-278-0000	YES
	P	B74	16-11-252-282-0000	N
	P	B75	16-11-252-277-0000	YES
	P	B75	16-11-252-279-0000	N
	P	B76	16-11-252-277-0000	YES
	P	B76	16-11-252-278-0000	YES
	P	B76	16-11-252-281-0000	YES
	P	B76	16-11-252-289-0000	N
	P	C31	16-11-252-277-0000	YES
	P	C31	16-11-252-278-0000	YES
	P	C31	16-11-252-281-0000	YES
	P	C31	16-11-252-289-0000	N
	P	C36	16-11-252-277-0000	YES
	P	C36	16-11-252-278-0000	YES
	P	C36	16-11-252-281-0000	YES
	P	C36	16-11-252-289-0000	N
	P	C40	16-11-252-277-0000	YES
	P	C40	16-11-252-278-0000	YES
	P	C40	16-11-252-281-0000	YES
	P	C40	16-11-252-289-0000	N
	P	C43	16-11-252-284-0000	N

~~BK 10277 PG 6799~~

BK 11248 PG 785

	P	C44	16-11-252-284-0000	N
	P	C45	16-11-252-284-0000	N
	P	C46	16-11-252-222-0000	YES
	P	C47	16-11-252-223-0000	YES
	P	C48	16-11-262-277-0000	YES
	P	C48	16-11-252-278-0000	YES
	P	C48	16-11-252-281-0000	YES
	P	C48	16-11-252-289-0000	N
	P	C49	16-11-252-277-0000	YES
	P	C49	16-11-252-278-0000	YES
	P	C49	16-11-252-281-0000	YES
	P	C49	16-11-252-289-0000	N
	P	C52	16-11-252-277-0000	YES
	P	C52	16-11-252-278-0000	YES
	P	C52	16-11-252-281-0000	YES
	P	C52	16-11-252-289-0000	N
	P	C58	16-11-252-277-0000	YES
	P	C58	16-11-252-278-0000	YES
	P	C58	16-11-252-281-0000	YES
	P	C58	16-11-252-289-0000	N
	P	C59	16-11-252-277-0000	YES
	P	C59	16-11-252-278-0000	YES
	P	C59	16-11-252-281-0000	YES
	P	C59	16-11-252-289-0000	N
	P	C60	16-11-252-277-0000	YES
	P	C60	16-11-252-278-0000	YES
	P	C60	16-11-252-281-0000	YES
	P	C60	16-11-252-289-0000	N
	P	C61	16-11-252-277-0000	YES
	P	C61	16-11-252-278-0000	YES
	P	C61	16-11-252-281-0000	YES
	P	C61	16-11-252-289-0000	N
	P	C62	16-11-252-277-0000	YES
	P	C62	16-11-252-278-0000	YES
	P	C62	16-11-252-281-0000	YES
	P	C62	16-11-252-289-0000	N
	P	B105	16-11-252-277-0000	YES
	P	C101	16-11-252-277-0000	YES
	P	C102	16-11-252-277-0000	YES
	P	C104	16-11-252-277-0000	YES
	S	A101	16-11-252-258-0000	YES
	S	A101	16-11-252-277-0000	YES
	S	A104	16-11-252-230-0000	YES
	S	A104	16-11-252-258-0000	YES

S	A104	16-11-252-277-0000	YES
S	A105	16-11-252-205-0000	YES
S	A107	16-11-252-204-0000	YES
S	A107	16-11-252-258-0000	YES
S	A107	16-11-252-277-0000	YES
S	A108	16-11-252-181-0000	YES
S	A109	16-11-252-249-0000	YES
S	B101	16-11-252-150-0000	YES
S	B101	16-11-252-258-0000	YES
S	B101	16-11-252-277-0000	YES
S	B102	16-11-252-254-0000	YES
S	B103	16-11-252-176-0000	YES
S	B103	16-11-252-258-0000	YES
S	B103	16-11-252-277-0000	YES
S	B104	16-11-252-125-0000	YES
S	B104	16-11-252-160-0000	YES
S	B104	16-11-252-257-0000	YES
S	B104	16-11-252-258-0000	YES
S	B104	16-11-252-277-0000	YES
S	B105	16-11-252-258-0000	YES
S	C101	16-11-252-236-0000	YES
S	C101	16-11-252-253-0000	YES
S	C101	16-11-252-258-0000	YES
S	C102	16-11-252-258-0000	YES
S	C104	16-11-252-258-0000	YES
S	C105	16-11-252-215-0000	YES
S	A1011	16-11-252-278-0000	YES
S	A1011	16-11-252-281-0000	YES
S	A1011	16-11-252-289-0000	N
S	A1047	16-11-252-278-0000	YES
S	A1047	16-11-252-281-0000	YES
S	A1047	16-11-252-289-0000	N
S	A1071	16-11-252-278-0000	YES
S	A1071	16-11-252-281-0000	YES
S	A1071	16-11-252-289-0000	N
S	A1073	16-11-252-278-0000	YES
S	A1073	16-11-252-281-0000	YES
S	A1073	16-11-252-289-0000	N
S	A1077	16-11-252-278-0000	YES
S	A1077	16-11-252-281-0000	YES
S	A1077	16-11-252-290-0000	N
S	B1011	16-11-252-278-0000	YES
S	B1011	16-11-252-281-0000	YES
S	B1011	16-11-252-289-0000	N

		B1012	16-11-252-278-0000	YES
S		B1012	16-11-252-281-0000	YES
S		B1012	16-11-252-289-0000	N
S		B1032	16-11-252-278-0000	YES
S		B1032	16-11-252-281-0000	YES
S		B1032	16-11-252-289-0000	N
S		B1043	16-11-252-278-0000	YES
S		B1043	16-11-252-281-0000	YES
S		B1043	16-11-252-289-0000	N
S		B1044	16-11-252-278-0000	YES
S		B1044	16-11-252-281-0000	YES
S		B1044	16-11-252-289-0000	N
S		B1046	16-11-252-278-0000	YES
S		B1046	16-11-252-281-0000	YES
S		B1046	16-11-252-289-0000	N
S		B1048	16-11-252-278-0000	YES
S		B1048	16-11-252-281-0000	YES
S		B1048	16-11-252-289-0000	N
S		B1051	16-11-252-278-0000	YES
S		B1051	16-11-252-281-0000	YES
S		B1051	16-11-252-289-0000	N
S		C1011	16-11-252-278-0000	YES
S		C1011	16-11-252-281-0000	YES
S		C1011	16-11-252-289-0000	N
S		C1013	16-11-252-278-0000	YES
S		C1013	16-11-252-281-0000	YES
S		C1013	16-11-252-289-0000	N
S		C1016	16-11-252-278-0000	YES
S		C1016	16-11-252-281-0000	YES
S		C1016	16-11-252-289-0000	N
S		C1017	16-11-252-278-0000	YES
S		C1017	16-11-252-281-0000	YES
S		C1017	16-11-252-289-0000	N
S		C1022	16-11-252-278-0000	YES
S		C1022	16-11-252-281-0000	YES
S		C1022	16-11-252-289-0000	N
S		C1041	16-11-252-278-0000	YES
S		C1041	16-11-252-281-0000	YES
S		C1041	16-11-252-289-0000	N
S		C1043	16-11-252-281-0000	YES
S		C1043	16-11-252-289-0000	N
S		C10114	16-11-252-288-0000	N
S		C10118	16-11-252-278-0000	YES
S		C10118	16-11-252-281-0000	YES

	S	C10118	16-11-252-289-0000	N
	S	C10119	16-11-252-278-0000	YES
	S	C10119	16-11-252-289-0000	N
	S	C10119	16-11-252-810-0000	N
	S	C10124	16-11-252-278-0000	YES
	S	C10124	16-11-252-281-0000	YES
	S	C10124	16-11-252-289-0000	N
	S	C10125	16-11-252-280-0000	N
	S	C10126	16-11-252-278-0000	YES
	S	C10126	16-11-252-281-0000	YES
	S	C10126	16-11-252-289-0000	N
	S	C10127	16-11-252-278-0000	YES
	S	C10127	16-11-252-281-0000	YES
	S	C10127	16-11-252-289-0000	N
	S	C10128	16-11-252-278-0000	YES
	S	C10128	16-11-252-281-0000	YES
	S	C10128	16-11-252-289-0000	N
	S	C10129	16-11-252-278-0000	YES
	S	C10129	16-11-252-281-0000	YES
	S	C10129	16-11-252-289-0000	N
	S	C10130	16-11-252-278-0000	YES
	S	C10130	16-11-252-281-0000	YES
	S	C10130	16-11-252-289-0000	N
	S	C10131	16-11-252-281-0000	YES
	S	C10133	16-11-252-278-0000	YES
	S	C10133	16-11-252-281-0000	YES
	S	C10133	16-11-252-289-0000	N
	S	C10134	16-11-252-278-0000	YES
	S	C10134	16-11-252-281-0000	YES
	S	C10134	16-11-252-289-0000	N
	S	C10136	16-11-252-278-0000	YES
	S	C10136	16-11-252-281-0000	YES
	S	C10136	16-11-252-289-0000	N
	S	C10137	16-11-252-278-0000	YES
	S	C10137	16-11-252-281-0000	YES
	S	C10137	16-11-252-289-0000	N
	S	C10412	16-11-252-278-0000	YES
	S	C10412	16-11-252-289-0000	N
	S	C10412	16-11-281-281-0000	N
	S	G10431	16-11-252-278-0000	YES
	S	C10431	16-11-252-289-0000	N
	U	101	16-11-252-002-0000	N
	U	102	16-11-252-003-0000	N
	U	103	16-11-252-228-0000	YES

U	103	16-11-252-265-0000	N
U	105	16-11-252-006-0000	N
U	106	16-11-252-141-0000	N
U	107	16-11-252-008-0000	N
U	108	16-11-252-142-0000	N
U	111	16-11-252-229-0000	N
U	114	16-11-252-145-0000	N
U	201	16-11-252-146-0000	N
U	202	16-11-252-230-0000	YES
U	202	16-11-252-272-0000	N
U	203	16-11-252-231-0000	N
U	204	16-11-252-019-0000	N
U	205	16-11-252-232-0000	N
U	206	16-11-252-233-0000	N
U	208	16-11-252-023-0000	N
U	209	16-11-252-234-0000	N
U	210	16-11-252-149-0000	N
U	301	16-11-252-150-0000	YES
U	301	16-11-252-284-0000	N
U	302	16-11-252-027-0000	N
U	303	16-11-252-028-0000	N
U	304	16-11-252-235-0000	YES
U	304	16-11-252-274-0000	YES
U	304	16-11-252-286-0000	N
U	305	16-11-252-151-0000	N
U	306	16-11-252-236-0000	YES
U	306	16-11-252-275-0000	N
U	307	16-11-252-153-0000	N
U	308	16-11-252-033-0000	N
U	309	16-11-252-237-0000	YES
U	309	16-11-252-283-0000	N
U	310	16-11-252-238-0000	N
U	401	16-11-252-154-0000	YES
U	401	16-11-252-295-0000	YES
U	401	16-11-252-288-0000	N
U	402	16-11-252-155-0000	YES
U	402	16-11-252-284-0000	N
U	403	16-11-252-156-0000	N
U	404	16-11-252-039-0000	N
U	405	16-11-252-157-0000	N
U	406	16-11-252-041-0000	N
U	407	16-11-252-158-0000	N
U	408	16-11-252-043-0000	N
U	409	16-11-252-044-0000	N

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U	410	16-11-252-159-0000	N
U	501	16-11-252-160-0000	YES
U	501	16-11-252-266-0000	N
U	502	16-11-252-161-0000	N
U	503	16-11-252-048-0000	N
U	504	16-11-252-049-0000	N
U	505	16-11-252-162-0000	N
U	506	16-11-252-239-0000	N
U	508	16-11-252-164-0000	N
U	509	16-11-252-165-0000	N
U	510	16-11-252-055-0000	N
U	601	16-11-252-166-0000	N
U	602	16-11-252-057-0000	N
U	603	16-11-252-240-0000	YES
U	603	16-11-252-259-0000	YES
U	603	16-11-252-287-0000	N
U	604	16-11-252-168-0000	N
U	605	16-11-252-169-0000	N
U	606	16-11-252-061-0000	N
U	607	16-11-252-062-0000	YES
U	607	16-11-252-261-0000	YES
U	607	16-11-252-285-0000	N
U	608	16-11-252-170-0000	N
U	609	16-11-252-064-0000	N
U	610	16-11-252-065-0000	N
U	701	16-11-252-171-0000	N
U	702	16-11-252-241-0000	N
U	703	16-11-252-242-0000	N
U	704	16-11-252-174-0000	N
U	705	16-11-252-175-0000	N
U	706	16-11-252-071-0000	N
U	707	16-11-252-072-0000	N
U	708	16-11-252-073-0000	N
U	709	16-11-252-176-0000	YES
U	709	16-11-252-287-0000	N
U	710	16-11-252-177-0000	N
U	801	16-11-252-243-0000	N
U	802	16-11-252-179-0000	N
U	803	16-11-252-180-0000	N
U	804	16-11-252-078-0000	N
U	805	16-11-252-080-0000	N
U	806	16-11-252-181-0000	N
U	807	16-11-252-182-0000	N
U	808	16-11-252-083-0000	N

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U	809	16-11-252-183-0000	N
U	901	16-11-252-086-0000	N
U	902	16-11-252-184-0000	N
U	903	16-11-252-185-0000	N
U	904	16-11-252-186-0000	N
U	905	16-11-252-187-0000	N
U	906	16-11-252-188-0000	N
U	907	16-11-252-092-0000	N
U	908	16-11-252-093-0000	N
U	909	16-11-252-094-0000	N
U	910	16-11-252-095-0000	N
U	AREA	16-11-252-255-0000	N
U	A104	16-11-252-198-0000	YES
U	C107	16-11-252-198-0000	YES
U	C108	16-11-252-198-0000	YES
U	1001	16-11-252-244-0000	N
U	1002	16-11-252-245-0000	N
U	1003	16-11-252-190-0000	N
U	1004	16-11-252-099-0000	N
U	1005	16-11-252-191-0000	YES
U	1005	16-11-252-268-0000	N
U	1008	16-11-252-248-0000	N
U	1008	16-11-252-193-0000	N
U	1009	16-11-252-104-0000	N
U	1101	16-11-252-247-0000	N
U	1102	16-11-252-196-0000	N
U	1103	16-11-252-197-0000	N
U	1105	16-11-252-198-0000	YES
U	1105	16-11-252-269-0000	YES
U	1105	16-11-252-299-0000	N
U	1108	16-11-252-189-0000	N
U	1107	16-11-252-200-0000	N
U	1108	16-11-252-201-0000	N
U	1109	16-11-252-248-0000	N
U	1201	16-11-252-202-0000	N
U	1202	16-11-252-117-0000	N
U	1203	16-11-252-203-0000	N
U	1205	16-11-252-120-0000	YES
U	1205	16-11-252-263-0000	N
U	1206	16-11-252-256-0000	N
U	1207	16-11-252-204-0000	YES
U	1207	16-11-252-270-0000	N
U	1208	16-11-252-123-0000	N
U	1209	16-11-252-124-0000	N

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			16-11-252-257-0000	YES
	U	1210	16-11-252-276-0000	N
	U	1210	16-11-252-205-0000	YES
	U	1401	16-11-252-271-0000	YES
	U	1401	16-11-252-283-0000	YES
	U	1401	16-11-252-297-0000	N
	U	1401	16-11-252-249-0000	YES
	U	1402	16-11-252-262-0000	N
	U	1402	16-11-252-207-0000	N
	U	1403	16-11-252-208-0000	YES
	U	1405	16-11-252-292-0000	N
	U	1405	16-11-252-250-0000	N
	U	1408	16-11-252-133-0000	YES
	U	1408	16-11-252-291-0000	N
	U	1408	16-11-252-211-0000	YES
	U	1409	16-11-252-296-0000	N
	U	1410	16-11-252-135-0000	YES
	U	1501	16-11-252-212-0000	YES
	U	1501	16-11-252-260-0000	N
	U	1502	16-11-252-251-0000	N
	U	1504	16-11-252-214-0000	N
	U	1505	16-11-252-215-0000	YES
	U	1505	16-11-252-273-0000	N
	U	1506	16-11-252-252-0000	YES

```
//if (typeof vargvPropertySubLotsParcelsRXLP !== 'undefined' ||
vargvPropertySubLotsParcelsRXLP === null) var vargvPropertySubLotsParcelsRXLP = new
CoolGridView({GridContainerID:
"gvPropertySubLotsParcelsRXLP|EsCoOl_mainDiv",HeaderContainerID:
"gvPropertySubLotsParcelsRXLP|EsCoOl_headerDiv",TableContainerID:
"gvPropertySubLotsParcelsRXLP|EsCoOl_tableDiv",GridID:
"gvPropertySubLotsParcelsRXLP",FooterContainerID:
"gvPropertySubLotsParcelsRXLP|EsCoOl_footerDiv",PagerContainerID:
"gvPropertySubLotsParcelsRXLP|EsCoOl_pagerDiv",HiddenFieldDataID:
"gvPropertySubLotsParcelsRXLP|EsCoOl_data",FormID:"form1", AllowResizeColumn : false});
vargvPropertySubLotsParcelsRXLP.initialize(); //
```