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REC FOR: MOUNTAIN MEADOWS CONDOS ASSOC

**AMENDED AND RESTATED
DECLARATION AND BYLAWS**

OF

**MOUNTAIN MEADOWS
MULTIPLE UNIT CONDOMINIUM**

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**AMENDED AND RESTATED
DECLARATION AND BYLAWS
OF
MOUNTAIN MEADOWS
MULTIPLE UNIT CONDOMINIUM**

This amendment is made and executed on the date shown below by the Mountain Meadows Condominium Management Committee in behalf of the Unit Owners at Mountain Meadows Condominium.

RECITALS

1. Unit Owners are the owner of that property more particularly described in Exhibit A attached hereto.
2. There is constructed upon said land, a Condominium project, including certain units or other improvements. The construction has been performed in accordance with the plans and drawings contained in the records of survey map filed for record .
3. The property and the improvements thereon are subject to the provisions of the Utah Condominium Ownership Act as a Condominium project known as "MOUNTAIN MEADOWS MULTIPLE UNIT CONDOMINIUM".
4. The provisions of the Condominium Ownership act (Title 57, Chapter 8, Utah Code Annotated) apply to the property described herein and any units or other improvements constructed or placed thereon.
6. WHEREAS, Mountain Meadows Condominium desires to amend and restate the Declaration and its subsequent amendments in order to modify provisions in the Declaration as approved by the unit owners, and also to amend the Bylaws; and
7. WHEREAS, the unit owners of Mountain Meadows Condominium desire to (1) preserve and enhance the quality of life at Mountain Meadows Condominium, (2) prevent disregard for the welfare and consideration of others, and (3) enforce the rules of the condominium association more consistently, fairly and economically;

8. WHEREAS, it is the desire of the Management Committee of Mountain Meadows Condominium, the unit owners and the residents of Mountain Meadows Condominium to live in a condominium community that is orderly, peaceful and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Mountain Meadows Condominium.

NOW THEREFORE, the unit owners of Mountain Meadows Condominium hereby amend and restate the Declaration, its Bylaws, and all prior amendments to the Declaration recorded against the real property located in Weber County, Utah; known as Mountain Meadows Multiple Unit Condominium and more fully described on Exhibit "A" attached hereto. If there is any conflict between this Amended Declaration, the Bylaws attached hereto, or prior amendments to the original Declaration, this document shall control.

This amendment shall become effective upon recording. The Mountain Meadows Condominium Declaration and Bylaws are hereby amended and restated as follows:

AMENDMENT

I. DEFINITIONS

When used in this Declaration (including that portion hereof captioned "recitals" and in the By-Laws attached hereto as Exhibit "B") the terms used shall have the meaning stated in the Utah Condominium Act and as follows unless the context otherwise requires. [the definitions herein have not been modified except as indicated, but they have been rearranged and placed in alphabetical order]

- 1.1 Act shall mean and refer to the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated 1953) as the same may be amended from time to time.
- 1.2 **Amended Declaration** shall mean and refer to this document.
- 1.3 **Association** shall mean association of unit owners acting as a group in accordance with this Declaration, the By-Laws and the provisions of the Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated).
- 1.4 **Common Areas or the Common Areas and Facilities** shall mean and refer to and include:
 - 1.4 (a) The land on which the buildings and other improvements are constructed and submitted by the Declaration to the terms of the Act.
 - 1.4 (b) Those Common Areas and facilities specifically set forth and designated as such in the Map.
 - 1.4 (c) That part of the Condominium project not specifically included in the respective units as hereinafter defined.

- 1.4 (d) All limited Common Areas and Facilities.
- 1.4 (e) All foundations, columns, girders, beams, supports, main walls, retaining walls, roofs, stairs, stairways, entrances and exits of the buildings, exterior walkways, streets, yards, gardens, fences, swimming pools, social center, open parking spaces, installation of central services such as power, light, gas, all apparatus and installation existing for common use, such recreational and community facilities as may be provided for.
- 1.4 (f) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.
- 1.4 (g) All Common areas and Facilities as defined in the Act, whether or not expressly listed herein.
- 1.5 **Common Expenses** shall mean all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws, such rules, regulations and other determinations and agreements pertaining to the Condominium project as the Management Committee, the Unit Owners, as hereinafter mentioned, may from time to time adopt.
- 1.6 **Declaration** shall mean and refer to original Declaration dated July 30, 1980.
- 1.7 **Limited Common Areas and Facilities or Limited Common Areas** shall mean those Common Areas designated in the Declaration as reserved for use of certain Unit or Units to the exclusion of other Units. Limited Common Areas include appurtenant patios, exterior walkways, steps and driveways and those Limited Common Areas as shown on the Map.
- 1.8 **Management Committee or the Committee** shall mean and refer to the Management Committee of the Mountain Meadows Multiple Unit Condominium.
- 1.9 **Map** shall mean and refer to the record of survey map filed with the Declaration captioned "Mountain Meadows Multiple Unit Condominium".
- 1.10 **Mortgage** shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.
- 1.11 **Mortgagee** shall mean any person named as a Mortgagee or beneficiary under or holder of a deed of trust.
- 1.12 **Unit or Condominium Unit** means and refers to one of the home units, including garage and basement, intended for independent use as defined in the Act and as shown on the Map. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceiling, windows and window frames, doors and door frames, and

trim, and includes both the portions of the building so described and the air space to encompassed, together with all fixtures and appliances therein contained.

1.12 (a) The following are part of a unit: lath; furring; wallboard; plasterboard; plaster; paneling; tiles; wallpaper; paint; finished flooring; and any other material constituting part of the finished surface of a wall, floor, or ceiling. Any portion of a wall, floor, or ceiling not listed herein is part of the common areas and facilities.

1.12 (b) If a chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit:

- (i) any portion of an item described in this Subsection (b) serving only that unit is part of the limited common areas and facilities; and
- (ii) any portion of an item described in this Subsection (b) is part of the common areas and facilities if the item serves:
 - (A) more than one unit; or
 - (B) any portion of the common areas and facilities.

1.12 (c) Subject to Subsection (b), the following within the boundaries of a unit are part of the unit:

- (i) spaces;
- (ii) interior partitions; and
- (iii) other fixtures and improvements.

1.12 (d) The following, if designated to serve a single unit but located outside the unit's boundaries, are limited common areas and facilities allocated exclusively to a unit: a shutter; an awning; a window box; a doorstep; a stoop; a porch; a balcony; a patio; an exterior door; an exterior window; and any other fixture.

1.13 **Unit Number** shall mean and refer to the number letter, or combination thereof which designates a Unit in the attached Exhibit "A" and in the Map.

1.14 **Unit Owner or Owner** shall mean and refer to the Owner of the fee in a Unit and the percentage of undivided interest in the Common Areas which is appurtenant thereto. In the event a Unit is the subject of an executory contract of sale, the contract buyer, if listed as a buyer and so disclosed on the Weber County records, shall, unless the seller and the Buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for the purposes of voting.

II. SUBMISSION TO THE ACT

Unit Owners hereby reaffirm that the property identified in Exhibit A has been submitted to the provisions of the Act, reserving to the Declarants, their successors and/or assigns, any and all water or water rights, to or conveyed to the Declarants by way of Deed of Grant. Said water reservation shall not, however, affect any secondary water rights which the Condominium may purchase through the Weber Basin Conservancy District. Further reserving to Declarants herein, a perpetual non-exclusive easement over and upon and across the accessible common areas of

this Condominium project for the purpose of diverting, utilizing or otherwise managing any water or water rights reserved by Declarants, their assigns, and/or successors. The Declarants further reserve to themselves the right to sell, transfer, convey or otherwise deal with any and all water or water rights, ditches, streams, pipes or other waterways as they best determine, and a perpetual easement is maintained in the common areas for such waterways. Provided, however, said water way shall not adversely affect any unit or the use thereof, and any and all development and/or use of waterways shall be consistent with, and in harmony with the total development of the Mountain Meadows.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

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

- 3.1 Description and Legal Status Of Units. The map shows the unit number of each unit, its location, dimensions from which its areas may be determined, the limited common areas which are reserved for its use, and the common Areas of the project. All units include garages as shown on the Map.
- 3.2 Exhibit "A" Contents. Exhibit "A" attached to the Original Declaration and made a part hereof furnished the following information with respect to each Unit; (a) the building designation; (b) the Unit Number, and (c) its floor plan together with outside dimensions.
- 3.3 Common and Limited Common Areas. The Common Areas contained in the project are described and identified in Article I hereof and in the Map. Neither the percentage of undivided 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 conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.
- 3.4 Holding Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including but without limitation, joint tenancy or tenancy in common.
- 3.5 No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium Ownership described herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Areas appurtenant to such Unit, shall always be conveyed, devised, encumbered, and otherwise transferred together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, or other disposition of a Unit or any part thereof shall constitute a gift, devise, bequest, transfer, encumbrance or conveyance, respectively of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

- 3.6 No Partition. The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring action for partition thereof.
- 3.7 Percentage of Undivided Interest in Common Areas and Facilities. Each unit owner shall be entitled to an undivided interest in the common area and facilities in the same relation as the value of each unit bears to the value of the total value of the property. Each unit shall have one vote and such vote shall be cast by the unit owners on all matters where a vote of the unit owner may be required.
- 3.8 Use of Common Areas and Limited Common Areas. Subject to the limitations contained in the Declaration, any Unit owner shall have the non-exclusive right to use and enjoy the common areas and shall have the exclusive right to use and enjoy the Limited Common areas designated herein (and on the map) for exclusive use by such Unit Owner.
- 3.9 Unit Maintenance. Each owner shall have the exclusive right at his sole costs and expenses to maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceiling, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dish washer, disposal equipment, range, or other appliances or fixtures that may be in, or connected with his Unit.
- 3.10 Maintenance of Limited Common Areas. Each owner shall maintain the Limited Common Areas designed for use in connection with his Unit at his expense in a clean, sanitary and attractive condition and in a good state of repair at all times. In the event any Unit Owner fails to comply with the foregoing, the Association may maintain such Limited Common Area and assess the expense thereof to the Unit Owner and Unit and enforce collection thereof as provided for in this Declaration.”
- 3.11 Easement of Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or units, an easement for such encroachment and for the maintenance shall and does exist. Such encroachments shall not be considered to the encumbrances either to the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building on the property, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.
- 3.12 Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other units shall have the irrevocable right, to be exercised by the Association as

their agent, to have access to each unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Association shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Association or of the Unit Owners, shall be the expense of the Association or other unit owner provided, that if such damage is the result of negligence of the Owner of a Unit, then such owner shall be financially responsible for all such damage. Such damage shall be repaired and property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by owners pursuant hereto shall be collected by the Association by assessment pursuant to the Amended Declaration of Mountain Meadows Condominium.

- 3.13 Right of Ingress, Egress, Lateral Support. Each owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to the Limited Common Areas designated for use in connection with his Unit, and each owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.
- 3.14 Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this and Mountain Meadows Condominium Amended Declaration.
- 3.15 Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the real property above described for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.
- 3.16 Association's Maintenance Responsibilities. The Association shall maintain the Common Areas in a clean and attractive condition and in a state of good repair, including but not limited to:
 - 3.16 (a) General maintenance of lawns and landscaping, except as provided below;
 - 3.16 (b) Maintenance of streets, curbing and sidewalks abutting the streets;
 - 3.16 (c) Snow removal from streets and sidewalks abutting the streets;
 - 3.16 (d) Maintenance of sprinkling systems;
 - 3.16 (e) Replacement and/or repair of rain gutters and down spouts that are damaged and/or worn in a manner that renders them unsightly or inoperable;

3.16 (f) Maintenance of the water drainage systems, including but not limited to: curbing, street drains, drains in Common Areas that divert roof water runoff, and maintenance of stream bed;

3.16 (g) Removal or trimming of trees that are dead or diseased, that constitute a safety issue to residents or units, or that are determined solely by the Association or Architectural Committee to be overcrowded or that might inhibit the healthy growth of other desired trees or vegetation.

3.17 Items the Association are not Responsible to Maintain or Repair. The Association shall have no responsibility to repair or maintain the following items:

3.17 (a) Leaking windows, broken glass, or the loss or failure of a door or window seal in any unit;

3.17 (b) Maintenance, repair or replacement of air conditioning units or any items associated therewith;

3.17 (c) Routine maintenance of rain gutters and down spouts, including the cleaning or removal of leaves and debris and the sealing of leaks in rain gutters and down spouts;

3.17 (d) Maintenance of replacement dividers, decks, fences and gazebos that were not part of the original construction of a Unit;

3.17 (e) External lighting, including but not limited to: lawn lamps, security lights, landscaping lights, porch or deck lights and exterior garage lights;

3.17 (f) Replacement or repair of window well covers;

3.17 (g) Installation, repair or maintenance of heating tape;

3.17 (h) Replacement or removal of trees planted by unit owners as part of a unit owner's landscaping.

3.17 (i) Shrubs and bushes immediately adjacent to a unit. Those shrubs and bushes that define the perimeter of areas generally used as a unit owners private yard area, shall be trimmed, cared for, and maintained by the unit owner. Any questions regarding whose responsibility it shall be to maintain specific shrubs and bushes shall be decided by the Management Committee after meeting with the unit owner(s).

IV. STATUS AND GENERAL AUTHORITY OF COMMITTEE

Except as hereinafter provided, the Condominium project shall be managed, operated, and maintained by the Association through the Management Committee as agent for the

Association of Unit Owners. The Management Committee shall have, and is hereby granted, the following authority and powers:

- 4.1 The authority without the vote or consent of the Unit Owners or of any other person(s) to grant or create on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas.
- 4.2 The authority to execute and record, on behalf of all of the Unit Owners, any amendments to the Declaration or the Map which has been approved by the vote or consent necessary to authorize such amendment.
- 4.3 The power to bring and defend suit on behalf of the Association.
- 4.4 The authority to enter into contracts on behalf of the Association relating to the common areas and other matters over which it has jurisdiction, so long as any vote or consent of the Unit owners necessitated by the subject matter of the agreement has been obtained. No contract entered into in behalf of the Association shall be greater than one year.
- 4.5 The power and authority to convey and transfer any interest in real property on behalf of the Association, so long as the vote or consent necessary under the circumstances have been obtained.
- 4.6 The power and authority in the name of the Association to purchase, or 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.
- 4.7 The power and authority on behalf of the Association to add any interest in real property obtained pursuant to subparagraph 6 above to the project, so long as such actions has been authorized by the necessary vote or consent.
- 4.8 The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the project is maintained and used in a manner consistent with the interest of the unit owners.
- 4.9 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 as agent for the Association of Owners.
- 4.10 The Management Committee shall be composed of three (3) members. Members shall serve on the committee for a period of one (1) year or until their successors are elected. Only unit owners or spouses of unit owners shall be eligible for committee membership. At the annual meeting each unit owner may vote his ownership interest in favor of as many candidates for committee membership as there are seats on the committee to be filled. In cases of vacancy the remaining committee members shall elect a replacement to sit on the committee until the expiration of the term for which the member being

replaced was elected.

- 4.11 The Association shall have all rights granted to it by the statutes of the State of Utah. It shall have the further right to enter into any and all agreements as may be necessary to coordinate this condominium project with the Mountain Meadows single Unit Condominium, including easement agreements and division of expense agreements of jointly used property.
- 4.12 The Association may carry out any of its functions which are capable of delegation through a manager. The Manager so engaged shall be responsible for managing the Common areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.
- 4.13 The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its functions in the projects, whether such personnel are furnished or employed directly by the Management Committee or by any person or entity with whom it contracts. The Management Committee may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the project or the enforcement of this Declaration.
- 4.14 The Association in its own name and by and through the Management Committee may acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the owners in the same proportions their respective interests in the common areas. Such interest shall not be transferrable except with the transfer of a Unit. A Transfer of a Unit shall transfer to the transferee ownership of the Transferor's beneficial interest in such property without any reference thereto, and such beneficial interest may in no event be reserved by the transferor of a Unit. Each owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners. The Transfer of title to a Unit by foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed unit.
- 4.15 The Management Committee may make reasonable rules and regulations governing the use of the common areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Amended Declaration. The Management Committee may suspend any owner's voting rights at the meeting of the Unit Owners during any period or periods during which such owner fails to comply with such rules and regulations, or with any other obligations of such owners and under this Declaration. The Management Committee may also take judicial action against any owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

- 4.16 There shall be no structural alterations, capital additions to, or capital improvements of, the common areas requiring expenditure in excess of \$15,000.00 without the prior approval of Unit Owners holding a majority of the voting power. Structural alterations, capital additions or capital improvements shall not include repairs to or replacement of the Common Area that are determined necessary by the Management Committee in order to maintain the Common Area in a safe condition or in a condition that would sustain the property values of Units at Mountain Meadows at a market level.

V. USE RESTRICTIONS

- 5.1 All Units in the tract and in such property as may be annexed thereto shall be known and described as single family residential units and shall be used for no purpose other than single family residential purposes.
- 5.2 There shall be no obstructions of the Common Areas by the owners, their tenants, guests or invitee's without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the common areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the common areas except upon the prior written consent of the Management Committee.
- 5.3 Without the prior written consent of the Management Committee, nothing shall be done or kept in any unit or in the common areas or any part thereof which would result in the cancellation of the insurance on the project or increase the rate of the insurance on the project over what the Management Committee would pay, but for such activity. Nothing shall be done or kept in any unit or in the common areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any government body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any owner or any invitee or any owner, and each owner shall indemnify and hold the Management Committee and the other owners harmless against all loss resulting from any such damage or waste caused by him or his invitees. No noxious, destructive or offensive activity shall be carried on in any Unit or in the common areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully residing in the Project.
- 5.4 No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent.
- 5.5 No noxious or offensive trade or activity shall be carried on in any unit or any part of the properties, nor shall anything be done thereon which may be or may become an

annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance.

- 5.6 No structure of a temporary character, trailer basement, tent, shack, garage, barn, or other out building shall be used in connection with any unit at anytime as a residence, either temporarily or permanently. No trailer, camper, boat, truck or similar equipment shall be permitted to remain upon any property within the project, unless placed or maintained within a garage or carport.
- 5.7 No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in or around any unit or the common areas, except ususal and ordinary dogs, cats, birds, and other household pets may be kept in or around any units subject to the rules and regulations adopted by the Association, provided, that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household, provided, however, that the Association may determine that a reasonable number in any instance may be more or less. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Management Committee, a nuisance to any other owner. Animals belonging to owners, occupants or their licensees, tenants or invitee's within the properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Committee. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Management Committee, to a pound under the jurisdiction of the local municipality in which the properties are situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitee's, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the properties by an owner or any members of his family, his tenants, or his guests; and it shall be the absolute duty and responsibility of each such owner to clean up after such animals which have used any portions of the common area.
- 5.8 No rubbish, trash or garbage or other waste material shall be kept or permitted upon or around any unit or common area, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired in such a way in the properties as to be visible to other property, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulks materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the properties except within an

enclosed structure or appropriately screened from view.

- 5.9 No fence, hedge, wall or other dividing instrumentality shall be constructed, planted or maintained except those that are approved by the Committee. The Committee may allow such as are compatible with its architectural plans, and total development of the project.
- 5.10 No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the units or structures in said area unless and until the same have been approved in writing by the Architectural Committee of the Association.
- 5.11 As of the date this Amendment Declaration is recorded, each Unit owner shall be responsible for the cost of repairing, replacing and maintaining the roof above the owner's unit. The owner of the unit may decide when to replace or repair the roof, provided that the Association shall have the power to require an owner to repair or replace his or her roof in cases where the failure of the owner to repair or replace the roof may cause damage to the common areas or to an adjoining unit. In the event the Association requires an owner to repair or replace the roof, the owner shall have thirty (30) days to comply after receiving written notice from the Management Committee. If the owner fails to comply, the Association may perform the work and charge the owner with the costs, which shall be a common expense chargeable to the owner. Unit owners may choose the color, style and material for their roofs, subject to the following:
- 5.11 (a) All roofs must have a uniform appearance and have asphalt shingles.
- 5.11 (b) The color of the shingles must be identical to the color of the shingles on the adjoining roofs.
- 5.11 (c) receiving the approval of the Management Committee, which approval shall not be unreasonably withheld.

VI. ASSESSMENTS

- 6.1 Each owner of a unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Management Committee for the purpose provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Amended Declaration, such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.
- 6.2 The total annual assessments against all units 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 or furnishing utility services to the units, which estimates may include among other things, expenses or management; taxes and special assessments levied by governmental authorities until the units are separately assessed as provided herein;

premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting; water charges; repairs and maintenance of the common areas; wages for employees of the management committee; legal and accounting fees; and any deficit remaining from a previous period; the creation of a reasonable contingency reserve; surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Management Committee for the benefit of the owners under or by reason of this Amended Declaration.

- 6.3 Expenses attributable to the Common Areas and to the project as a whole shall be apportioned among all units.
- 6.4 Annual assessments shall be made on a calendar year basis. The Committee shall give written notice to each owner as to the amount of the annual assessment with respect to his unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. Each annual assessment shall be due and payable in monthly installments. Each monthly assessment shall bear interest at the rate of one percent (1%) per month from the date it becomes due and payable if not paid within thirty days after such date. Such monthly assessment becomes payable upon the date the unit owner purchases his unit whether by conveyance of title or entering into a contract of sale and purchase. In the event the payment is not paid when due, the committee may assess a late fee in a sum determined by the committee, not to exceed twenty-five (\$25.00) Dollars per month. Which may be in addition to the interest contained herein.
- 6.5 In addition to the annual assessments as authorized hereunder, the Committee may levy in any assessment year, special assessments, payable over such a period as the assessing body may determine, for the purpose of defraying, in whole or in part, the cost of any construction of reconstruction, unexpected repair or replacement of the common areas. Any other part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Committee to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized. Any amounts assessed pursuant hereto shall be assessed to owners in proportion to their respective interest in the condominium. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of one percent (1%) per month from the date it becomes due and payable if not paid within thirty days after such date.
- 6.6 All sums assessed to any unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the body making the assessment. Such lien shall be superior to all other liens and encumbrances on such unit, except only for: (a) valid tax and special assessment liens on the unit in favor of any governmental assessing authority; and (b) encumbrances on the interest of the unit owner recorded prior to the date notice of the lien provided fore herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any unit after this declaration shall have been recorded shall be deemed to

consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

- 6.7 To evidence a lien for sums assessed pursuant to this section, the Management Committee shall cause a written notice of lien to be prepared setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the owner of the unit and a description of the unit. Such a notice shall be signed by a member of the Management Committee or its attorney and recorded in the office of the county recorder of Weber County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Management Committee in the same manner in which mortgages or trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the owner shall also be required to pay to such body any assessments against the unit which become due during the period of foreclosure. Such body shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner whereof.
- 6.8 A release of notice of lien shall be executed by the Management Committee and recorded in the office of the County Recorder of Weber County, Utah, upon payment of all sums and secured by a lien which has been made the subject of a recorded notice of lien.
- 6.9 The amount of any annual or special assessment against any unit shall be the personal obligation of the owner thereof to the management committee. Suit to recover a money judgment for such personal obligation shall be maintainable by the Management Committee without foreclosing or waiving the lien securing the same. No owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the common areas or by abandonment of his unit.
- 6.10 Upon payment of a reasonable fee not be exceed ten (\$10.00) Dollars and upon written request of any owner or mortgagee, prospective mortgagee or prospective purchaser of a unit, the management committee concerned shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; credit for advance payments or prepaid items. Including, but not limited to, an owners share of prepaid insurance premiums, and such statement shall be conclusive upon such management body in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the lien of a mortgagee which became due prior to the date of making such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective

purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Unit.

- 6.11 Subject to the provision of subparagraph (h), a purchaser of a unit shall be jointly and severally liable with the seller for all unpaid assessments against the unit up to the time of the grant or conveyance, without prejudice to the purchasers right to recover from the seller the amount paid by the purchaser for such assessments.

VII. SERVICE OF PROCESS

- 7.1 Ray Gorman, 1773 Meadow Creek Lane, Ogden, Utah, is the person to receive service of process in cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Weber County, State of Utah.

VIII. INSURANCE

- 8.1 Insurance for Fire and Other Perils. The Owner's Association must obtain, maintain and pay the premiums upon, as a common expense, a "master" or "blanket" type policy of property insurance covering all of the common elements, limited common elements, and other common personal property belonging to the Owners' Association, and also covering the individual Units, including fixtures therein; excluding, however, items of freestanding personalty within the Units belonging to the Unit Owners. All references herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity condominium insurance coverage.

8.1 (a) Such policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area. The policy shall be in an amount equal to 100% of current replacement cost of the condominium, exclusive of land, foundation, excavation and other items normally excluded from coverage.

8.1 (b) The name of the insured under such policies must be set forth therein substantially as follows: "Association of Owners of Mountain Meadows Multiple Unit Condominium, for use and benefit of the individual owners (designated by name if required by law)."

8.1 (c) The policies may also be issued in the name of an authorized representative of the Owners' Association, including any insurance trustee with whom the Owners' Association has entered into an Insurance Trust Agreement, or any successor trustee, as

insured, for the use and benefit of the individual owners. Loss payable shall be in favor of the Owners' Association (or Insurance Trustee), as a trustee, for each Unit Owner and each such owner's mortgagee. The Owners' Association or Insurance Trustee, if any, must be required to hold any proceeds of insurance in trust for Unit Owners and their first mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership. Certificates of Insurance shall be issued to each Unit Owner and mortgagee upon request.

8.1 (d) Such policies shall contain the standard mortgage clause or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the area. Such policies must also provide that they may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Owners' Association and to each holder of a first mortgage listed as a scheduled holder or a first mortgage in the policies.

8.1 (e) Policies are unacceptable whereby the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders or members.

8.1 (f) The policies must also provide for the following: (a) Recognition of any Insurance Trust Agreement; (b) A waiver of the right of subrogation against Unit Owners individually; (c) That the insurance is not prejudiced by any act or neglect of individual Unit Owners has other insurance covering the same loss.

8.1 (g) The insurance policy shall afford, as a minimum, protection against the following:

- (i) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (ii) In the event the condominium contains a steam boiler, loss or damage resulting from such steam boiler equipment accidents in an amount of not less than \$50,000.00 per accident per location (or such greater amount as deemed prudent based on the nature of the property);
- (iii) All other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement, where such is available.

8.1 (h) In addition, such policies shall include an "Agreement Amount Endorsement" and, if available in "Inflation Guard Endorsement."

8.1 (i) The Association of Owners or its agent shall notify the first mortgagee or designee whenever: (i) damage to a condominium Unit covered by a mortgage exceeds \$1,000.00; or (ii) damage to common elements and related facilities exceeds \$10,000.00.

- 8.2 **Fidelity Coverage.** The Association of Owners must have fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the condominium Association of Owners. The fidelity bond or insurance must name the condominium Association of Owners as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half (1 ½) times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- 8.3 **Public Liability.** The Association of Owners must have a comprehensive policy of public liability insurance covering all of the Common Areas, commercial spaces and public ways in the condominium project. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a condominium Unit Owner because of negligent acts of the condominium Association of Owners or other Unit Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.
- 8.4 **Minimum Financial Rating of Carrier; No Assessments; Other Requirements.** Each hazard insurance policy must be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better. Hazard insurance policies are also acceptable from an insurance carrier which has a financial rating by Best's Insurance Reports of Class V, provided it has a general policy holder's rating of at least A. Each carrier must be specifically licensed or authorized by law to transact business within the state or territory where the condominium project is located. Policies shall not be acceptable where: (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against the borrower or any first mortgagee or designee; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which would prevent the borrower or any first mortgagee or designee from collecting insurance proceeds.
- 8.5 **Mortgagee Clause; Endorsement.** All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the mortgaged premises are located. The Mortgagee Clause must provide that the insurance carrier shall notify the first mortgagee named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.
- 8.6 **Additional Provisions.** The following additional provisions shall apply with respect to insurance:
- 8.6 (a) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily

insured against in connection with condominium projects similar to the project construction, nature and use;

8.6 (b) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees;

8.6 (c) Each policy of insurance obtained by the Association shall, if possible, provide a waiver of the insurer's subrogation rights with respect to the committee, the manager, the Unit Owners and their respective servants, agents and guests; that it cannot be cancelled, suspended or invalidated due to the conduct of any member, officer or employee of the committee or of the manager without a prior written demand that the defect be cured; that any "no other insurance clause" therein shall not apply with respect to insurance held individually by the Unit Owners; and

8.6 (d) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who acquires such additional insurance shall supply the Committee with a copy of his policy within thirty (30) days after he acquires such insurance."

IX. DAMAGE TO PROJECT

In the event of damage to or destruction of part or all of the improvements in the Condominium project, the following procedures shall apply:

- 9.1 If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.
- 9.2 If less than 75% of the project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the unit owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the common areas and facilities.
- 9.3 If 75% or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance accomplish restoration, and if the Unit owners within 100 days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.
- 9.4 If 75% or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the committee are insufficient to accomplish restoration, and if the unit owners do not, within 100 days after the destruction or damage and by a vote of at least 75% elect to repair or reconstruct the affected improvements, the

management committee shall promptly record with the Weber County Recorder, a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the project or any of the units.

- 9.5 Any reconstruction or repair which is required to be which is required to be carried out by this section regarding the extent of damage to or destruction of project improvements shall be made by three MAI appraisers selected by the management committee. The decision of any two such appraisers shall be conclusive.
- 9.6 The Association shall pay the full amount of its insurance deductible for all damages covered by the Association's insurance. In the event an Owner's Unit suffers damage, and the damage is not covered by the Association's insurance policy, the Unit Owner shall pay the first 20% of the Association's cost of repair or restoration, but not to exceed \$1,000.00.

X. MORTGAGE PROTECTION CLAUSE

Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage Corporation (FHLMC), The Government National Mortgage Association (GNMA), and the Federal National Mortgage Association (FNMA) to participate in the financing of the sale of units or lots within the properties, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

- 10.1 The term Mortgage shall also mean Trust Deed and Mortgagee shall include the term beneficiary.
- 10.2 Each first Mortgagee of a Mortgage encumbering any unit, at his written request, is entitled to written notification from the Management Committee of any default by the Mortgagor of such unit or lot in the performance of such mortgagor's obligations under this Declaration, or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.
- 10.3 Each owner, including a first Mortgagee of a Mortgage encumbering any unit, who obtains title to such unit pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by deed (or assignment in lieu of foreclosure), shall be exempt from any "right of first refusal".

Any "right of refusal" contained in the condominium constituent documents shall not impair the rights of a first mortgagee to:

- 10.3 (a) Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or

- 10.3 (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- 10.3 (c) Sell or lease a unit acquired by the mortgagee.
- 10.4 Each first mortgagee of a Mortgage encumbering any unit who obtains title to such unit or any purchaser, who obtains title to such unit pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, or deed in lieu of foreclosure shall take title to such unit free and clear of any claims of unpaid assessments or charges against such unit which accrued prior to the acquisition of title to such unit by the Mortgagee and shall not be personally liable therefore.
- 10.5 Unless at least one hundred (100%) percent of first Mortgagees (based upon one vote for each Mortgage owned), and owners have given their prior written approval, neither the Association nor the Owners shall:
- 10.5 (a) By act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the common area and the improvements thereon, directly or indirectly. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of the clause.)
- 10.5 (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a unit owner;
- 10.5 (c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the dwelling units, the exterior maintenance and the dwelling units, the maintenance of common property party walks, party walls or common fences and driveways, or the upkeep of lawns and plantings in the properties;
- 10.5 (d) Fail to maintain fire and extended coverage or insurable common area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost);
- 10.5 (e) Use hazard insurance proceeds for losses to any common area property for other than the repair, replacement or reconstruction of such improvements; or
- 10.6 First Mortgages shall have the right to examine the books and records of the Association during normal business hours.
- 10.7 All first mortgagees shall be given (1) thirty (30) days written notice prior to the effective date of any proposed material amendment to this Declaration of By-Laws of the Association and prior to the effective date of any termination of an agreement for professional management of the properties following a decision of the owners to assume self-management of the properties; and (2) immediate notice following any damage to

the common area whenever the cost of reconstruction exceed \$10,000.00 and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the properties;

- 10.8 First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have overdue premium on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.
- 10.9 First Mortgagees, pursuant to their mortgagees shall have priority over Unit owners in case of a distribution of insurance proceeds or condemnation awards for losses to or taking of common area property.
- 10.10 No provision of the condominium constituent documents including this declaration or by-laws shall give a unit owner, or any other party, priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common areas.
- 10.11 Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.
- 10.12 A first mortgagee, upon request, will be entitled to written notification from the association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.
- 10.13 Any agreement for professional management of the condominium project, or any other contract providing for services of the developer, sponsor, or builder, may not exceed 3 years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

In addition to the foregoing, the Management Committee may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, FHA, FHLMC, FNMA or the CNMA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of first mortgages encumbering units with Dwelling structures thereon. Each owner thereby agrees that it will benefit the Association as a class of potential Mortgage borrowers and potential sellers, of their dwelling units if such agencies approve the properties as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.

Neither this Article XI (Mortgage Protection) nor article IX (Insurance) will be amended without the consent of all first Mortgagees.

XI. LEASE RESTRICTIONS

WHEREAS, the Unit Owners of Mountain Meadows Condominium desire to preserve and enhance the quality of life at Mountain Meadows and have purchased their Units at Mountain Meadows for the purpose of using their Unit as an owner occupied single family residence; and

WHEREAS, the Unit Owners believe the condominium living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, because the Unit Owners at Mountain Meadows own a shared and undivided interest in the Condominium Common Area, the Common Area should be used and shared in common by those who own an interest in the Common Area and not be used by those who do not possess an ownership interest in the Common Area; and

WHEREAS, the Unit Owners realize that the value of their Units are directly related to the ability to sell their Units, that the ability to sell their Units is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied Units that can exist in a condominium; and further, when too high a percentage of non-owner occupied Units exist in a Condominium, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting Unit Owners' ability to sell their Units and depressing the value of all the Units at Mountain Meadows; and

WHEREAS, the Unit Owners desire to live in a condominium community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Mountain Meadows Condominium, and have determined through the years of their collective experience that Unit Owners are more responsive to the needs of the condominium community, take a greater interest and care of the Common Area, and are generally more respectful of the condominium rules;

THEREFORE, To accomplish the Unit Owners' objectives, the following amendment is adopted limiting and restricting the number of Units that may be rented at Mountain Meadows Condominium:

- 11.1 The leasing of Units at Mountain Meadows Condominium is prohibited unless the leasing is consistent with this section.
- 11.2 Not more than three Units at Mountain Meadows shall be occupied by non-Unit Owners at any one time.
- 11.3 Those Units that are currently occupied by non-Unit Owners may continue to be occupied

by non-Unit Owners until the Unit Owner conveys his or her interest in the condominium Unit to a new Owner. However, no Unit which is currently occupied by a non-Unit Owner shall continue to be occupied by a non-Unit Owner after January 1, 2009.

- 11.4 No Unit may be leased during the first twelve (12) months the Unit is owned by a Unit Owner and may not be leased for more than a total of twelve (12) months in any twenty-four month period.
- 11.5 All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Mountain Meadows Condominium Management Committee who shall determine compliance with this section.
- 11.6 Any Unit Owner desiring to lease his or her Unit or to have his or her Unit occupied by a non-Unit Owner shall notify the Management Committee in writing of their intent to lease their Unit. The Management Committee shall maintain a list of those Unit Owners who have notified it of an intent to lease their Unit and shall grant permission to Unit Owners to lease their Unit in the same order the Management Committee receives the written notice of intent to lease a Unit from the Unit Owners. No permission shall be granted to lease a Unit until less than three of the Units at Mountain Meadows are occupied by a non-Unit Owner.
- 11.7 The restrictions herein shall not apply if a Unit Owner temporarily (less than three years) moves from his or her Unit (a) due to military service, humanitarian service, religious service, charitable activity or service, or a temporary work related assignment, and (b) leases his or her Unit with the intent to return to occupy his or her Unit when the military, humanitarian, religious, charitable service, or temporary work assignment has concluded. Nor shall the restrictions herein apply if a parent or child leases their Unit to a family member (parent, child or siblings). Any Unit leased pursuant to the exceptions granted herein shall not be considered when determining the total number of Units that may be rented under paragraphs two and six above.
- 11.8 Any Unit Owner who violates this section shall be subject to a fine of \$25.00 per day according to the provisions set forth in the Mountain Meadows Community Rules, and/or to a complaint for an injunction seeking to terminate the lease in violation of this section. If the Mountain Meadows Condominium Management Committee is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating Unit Owner shall be liable for all attorney fees and court costs incurred by the Management Committee in enforcing this section.

XII. GENERAL PROVISIONS

- 12.1 **Enforcement.** The Association or any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or in equity all restrictions, condition, covenants, reservations, liens and charges now or hereafter imposed by the

provisions of this Amended Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation' provided, however, that with respect to assessment liens, the association shall have the exclusive right to the enforcement thereof. Failure by the association or by any owner to enforce any covenants, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 12.2 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- 12.3 Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all cost, expenses, and liabilities whatsoever, including, without limitation, attorney fees, reasonable incurred by him in connection with any proceedings to which he may become involved by reason of his being or having been a member of said Committee.
- 12.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas and streets. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions or interpretation or construction.
- 12.5 Amendments. This Declaration of Covenants, Conditions and restrictions may be amended only the affirmative assent or vote of not less than seventy-five (75%) percent of the owners, and further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five (75%) percent of the owners; provided, however, no amendment shall be made which would affect any lien holders interest without the consent of said lien holder. Any amendment or modification must be properly recorded.
- 12.6 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.
- 12.7 Singular includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.
- 12.8 Nuisance. The result of any act or omission, whereby any provision, condition, restriction and covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public, or private, shall be applicable

against every such result, and may be exercised by the Association or any other land owner in the tracts. Such remedy shall be deemed cumulative and not exclusive.

- 12.9 The Bylaws attached hereto as Exhibit B are hereby adopted as the Bylaws that shall govern the operation of Mountain Meadows Multiple Unit Condominium.

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KNOW ALL PERSONS BY THESE PRESENTS:

That pursuant to the affirmative vote of more than 75% of the Unit Owners of Mountain Meadows Multiple Unit Condominiums, the Declaration dated the 30th day of July, 1980, recorded September 9, 1980, in Book 1365, Page 1277, and the amendments to this 1980 Declaration recorded on the following dates:

- May 25, 1983, as entry number 880931; and
- November 10, 1986, as entry number 988549; and
- October 24, 1994, as entry number 1317977; and
- November 7, 1997, as entry number 1503272,

in the Weber County Recorder's Office are restated and amended as set forth above.

IN WITNESS WHEREOF, THIS AMENDED AND RESTATED DECLARATION OF MOUNTAIN MEADOWS MULTIPLE UNIT CONDOMINIUMS was executed this 9th day of MAY 2006.

ASSOCIATION OF UNIT OWNERS OF MOUNTAIN MEADOWS MULTIPLE UNIT CONDOMINIUMS BY THE MANAGEMENT COMMITTEE

By: [Signature]
Chairman/President

STATE OF UTAH }
 :SS
COUNTY OF WEBER }

The foregoing instrument was acknowledged before me this 9 day of May 2006, by Ray Gorman, Chairman and President of the Management Committee of the Owners Association of Mountain Meadows Multiple Unit Condominiums.

[Signature]
NOTARY PUBLIC

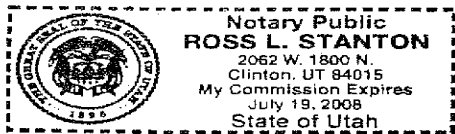


EXHIBIT A

Legal Description of the Thirty Units in Mountain Meadows Multiple Unit Condominium

UNITS 1 through 12, Mountain Meadows Multiple Unit Condominium, Phase One,
Ogden City, Weber County, Utah. (Tax I.D. ##: 06-182-0001 through 06-182-0012) ✓

UNITS 13 through 24, Mountain Meadows Multiple Unit Condominium, Phase Two,
Ogden City, Weber County, Utah. (Tax I.D. ##: 06-190-0001 through 06-190-0012) ✓

UNITS 25 through 30, Mountain Meadows Multiple Unit Condominium, Phase Three,
Ogden City, Weber County, Utah. (Tax I.D. ##: 06-196-0001 through 06-196-0006) 7

EXHIBIT "B"

Bylaws

**MOUNTAIN MEADOWS
MULTIPLE UNIT CONDOMINIUM**

I. IDENTITY

1.1 These are the Bylaws of the Mountain Meadows Multiple Unit Condominium project.

II. APPLICATION

2.1 All Unit Owners, tenants, or any other person who might use the facilities of this Condominium Project in any manner are subject to the provisions set forth in these Bylaws. The mere acquisition or rental of any of the Units or the mere act of occupancy or use of any of said Units will signify that these Bylaws are accepted, ratified, and will be observed by such persons.

III. MEETING OF UNIT OWNERS

3.1 Place of Meetings. Meetings of the Unit Owners shall be held at such place within the State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.

3.2 Annual Meeting of Unit Owners. The annual meeting of the Unit Owners shall be held each April at such place as the Management Committee shall specify. The Management Committee may by resolution fix the date of the annual meeting on such date and at such place as it may deem appropriate or desirable.

3.3 Special Meetings of Unit Owners. Special meetings of the Unit Owners may be called at any time by written notice served by the Management Committee, or by Unit Owners having 30 percent of the total votes, delivered not less than seven (7) days prior to the date fixed for such meeting. Such meeting shall be held on the project or at such other place as the Management Committee may specify and the notice thereof shall state the place, date, time and matters to be considered.

3.4 Notice. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Unit Owner at the address given by such person to the Management Committee for the purpose of service of such notice or to the Unit of such person if no address has been given. Such address may be changed by Unit Owners from time to time by notice in writing to the Management Committee. All meetings of Unit Owners shall be held no earlier than seven (7) days after a written notice has been delivered by regular U.S. Mail to the Unit Owner at the address of Unit in Mountain Meadows or to the address listed on the Weber County records where property tax notices are sent. The notice of meeting shall include an agenda and proposed budget (for the annual meeting).

3.5 Quorum. At any meeting of the Unit Owners, the Owners of more than forty (40) percent in the aggregate in interest quorum for any and all purposes, except where by express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum, the President of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted by the meeting as originally notified.

3.6 Voting. When a quorum, as provided in the Act is present at any meeting, the vote of the Unit Owners representing more than fifty (50) percent of the undivided ownership of Common Areas, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provisions of the statutes, the Declaration, or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. ALL VOTES MAY BE CAST EITHER IN PERSON OR BY PROXY. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the Secretary at least one day prior thereto. Proxies for special Unit Owners' meetings must be of record with the Secretary at least two days prior to such meeting.

3.7 Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these Bylaws, or by statutes or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

IV. MANAGEMENT COMMITTEE

4.1 Purpose and Powers. The business, property and affairs of the Condominium Project shall be managed and governed by the Management Committee pursuant to Section IV of the Declaration. The Management Committee, as it deems advisable, may enter into such management agreement or agreements with a third person, firm or corporation to act as the Manager of the Project.

4.2 Regular Meetings. A regular annual meeting of the Management Committee shall be held immediately after the adjournment of each annual Unit Owner's meeting. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as the President of the Management Committee may from time to time designate.

4.3 Special Meetings. Special Meetings of the Management Committee shall be held whenever called by the President, the Vice President, or by any two or more members thereof. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place.

4.4 Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the Management Committee then in office.

4.5 Committees. Committees for maintenance and repair, grounds, architectural control, special projects and any others deemed necessary may be established by the management committee.

4.6 Compensation. Members of the Management Committee shall be compensated as follows: The President of the Management Committee shall receive a waiver of one hundred percent (100 %) of his or her monthly association fees; the Treasurer shall receive a waiver of seventy five percent (75 %) of his or her monthly association fees; the Member at Large shall receive a waiver of fifty percent (50 %) of his or her monthly association fees. The Secretary and Vice President shall receive no compensation. If an outside management company or individual is contracted to manage the Association, then no compensation shall be paid to any committee members.

4.7 Waiver of Notice. Before or at any meeting of the Management Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management at any meeting thereof shall be waiver of notice by him of the time and place thereof.

4.8 Adjournment. The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.9 Fidelity Bonds. The Management Committee shall require that all officers and employees of the Management Committee handling or responsible for funds acquire adequate fidelity bonds. The premium on such fidelity bonds shall be paid by the Management Committee.

V. OFFICERS

5.1 Designation and Election. The principal officers of the Management Committee shall be a President, a Treasurer and a Member at Large, all of whom shall be elected by the Unit Owners. Such election shall regularly take place at the annual meeting of the Unit Owners. There shall also be the positions of Vice President and Secretary, who shall be elected by and from among the three members of the Management Committee. One person may hold up to two positions on the Committee, however, the Committee shall not have less than three members. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as it in its judgment may be necessary or desirable.

5.2 Other Officers. The Management Committee may appoint such other officers, in addition to the officers herein above expressly named, as it shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

5.3 Removal of Officers and Agents. The Secretary and Vice President shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the Management Committee.

5.4 President The President shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Condominium Project all instruments and contracts of material importance to its business, shall do and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Unit Owners and of the Management Committee. He shall have all of the general powers or duties which are normally vested in the office of the president of the Corporation, including but not limited to the power to appoint committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Condominium Project.

5.5 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, or unable to act. If neither the President nor the Vice President is able to act, the Management Committee shall appoint some other member thereof to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Management Committee and of the Unit Owners; he shall have charge of the books and papers as the Management Committee may direct; and he shall in general, perform all the duties ordinarily incident to the office of the Secretary.

5.7 Treasurer. The Treasurer shall have the responsibility for the funds of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts and all disbursements in books belonging to the Management Committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Management Committee in such depositories as may be from time to time designated by the Management Committee.

5.8 Member at Large. The Member At Large shall be responsible for coordinating with all contractors to accomplish work on common areas, and to ensure the work is satisfactory after completion. He is also required to be adequately knowledgeable about the secondary water system so he can shut the system down when an emergency arises. The Member At Large shall support the development of annual budgets by providing estimates for the cost of work that will be accomplished during the fiscal years.

5.9 Compensation. Compensation shall be paid to the officers for their services as officers as provided in Article 4.6, above. Remuneration shall be paid to an officer for services performed by him for the Management Committee in any other capacity only if a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

VI. ACCOUNTING

6.1 Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.

6.2 Reports. At the close of each accounting year, the books and records of the Management Committee shall be reviewed by a person or firm approved by the Management

Committee. Report of such review shall be prepared and submitted to the Unit Owner at or before the annual meeting of the Unit Owners; provided, however, that a certified audit by a certified public accountant approved by the Management Committee shall be made if at least 75 percent of the owners of undivided interest in the Common Areas determine so to do.

6.3 Inspection of Books. Financial reports and other Association records, such as are required to be furnished, shall be available for inspection at reasonable times by any Unit Owner at the office of the Treasurer or Secretary responsible for maintaining the records.

VII. BUILDING RULES

7.1 The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium Project, and it may from time to time by resolution, alter, amend, and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their Lessees and the persons over whom they have or may exercise control or supervision, it being declared that such rules and regulations shall be binding upon all Unit Owners of the Project. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof, together with those rules and regulations set forth in the Declaration.

VIII. AMENDMENT OF BYLAWS

8.1 These Bylaws may be amended with or without a meeting by the affirmative vote of at least two-thirds of the ownership in the Common Areas. All amendments shall be effective only upon recording at the Weber County Recorders Office.

IX. COMPLIANCE

9.1 These Bylaws are set forth to comply with the requirements of the Utah Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of that Act or the Mountain Meadows Declaration, it is hereby agreed and accepted that the provisions of the Act and Declaration will apply.