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BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: WOODED RIDGE CONDOS

AMENDED
DECLARATION OF CONDOMINIUM
OF
WOODED RIDGE CONDOMINIUMS

THIS AMENDED DECLARATION, containing covenants, conditions and restrictions relating to the Wooded Ridge Condominiums, amends, restates, and replaces that DECLARATION OF CONDOMINIUM OF WOODED RIDGE CONDOMINIUMS dated January 28, 1988 and recorded with the Beaver County Recorder on February 4, 1988 as entry number 164269, book 235 page 679. This Amended Declaration of Condominium is made pursuant to Utah Code Ann. § 57-8-1, et seq.

This amendment has been adopted by the authority of the Association of Unit Owners. This instrument is executed by the Management Committee. By signing this instrument, the Management Committee certifies that the vote or consent required by section 27 of the Declaration of Condominium of Wooded Ridge Condominiums has occurred.

1. NAME OF THE PROJECT:

The name by which the Project shall be known is the "Wooded Ridge Condominiums."

2. DEFINITIONS:

The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this section 2 unless the context otherwise requires.

(a) The words "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Ann. § 57-8-1, et seq., as the same may be amended from time to time.

(b) The words "Association of Unit Owners" or "Association" shall mean and refer to all of the Owners taken as or acting as a group in accordance with this Declaration as more fully set out in this Amended Declaration and the Act.

(c) The words "Common Areas and Facilities" shall mean and refer to:

(i) The land described in Exhibit "A" hereto and on the Record of Survey Map;

(ii) That portion of the Property not specifically included in the respective Units as herein defined;

(iii) All foundations, columns, girders, beams, studs, supports, exterior mainwalls, roofs, stairways, exterior walkways, streets, such recreational areas and facilities as may be provided, yards, fences, service and parking areas and entrances and exits, pipes, plumbing, and wiring servicing more than one unit, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;

(iv) Those areas specifically set forth and designated in the Map as "Common Ownership" or "Limited Common Area'; and

(v) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

(d) The words "Common Expenses" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities, except as expressly limited; to 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 By-Laws, such rules and regulations pertaining to the Project as the Association of Unit Owners or the Management Committee may from time to time adopt, and such other determinations and agreements lawfully made and/or entered into by the Management Committee.

(e) The word "Condominium" shall mean and refer to the ownership of a single Unit in this Project together with an undivided interest in the Common Areas and Facilities of the Property.

(f) The words "Condominium Project" or sometimes the "Project" shall mean and refer to the entire Property, including the addition of future phases as defined below, together with all rights, obligations and organizations established by this Declaration.

(g) The word "Declarant" shall mean the Association of Unit Owners.

(h) The word "Declaration" shall mean the Declaration of Condominium of Wooded Ridge Condominiums by which the Wooded Ridge Condominiums was established as a Condominium Project.

(i) The words "Amended Declaration" shall mean this instrument which amends, restates and replaces the Declaration.

(j) The words "Limited Common Areas and Facilities" or "Limited Common Areas" shall mean and refer to those Common Areas and Facilities designated herein or on the Map as reserved for use of a certain Unit to the exclusion of the other Units including the driveways, parking stalls, patios, terraces, and/or balconies which lead to and/or are associated with certain Units.

(k) The words "Management Committee" or "Committee" shall mean and refer to the committee as provided in the Declaration and the By-Laws hereto attached as Exhibit "B" (which By-Laws are hereby incorporated by reference and made a part of this Declaration). Said Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules, and regulations covering the operation and maintenance of the Project.

(l) The term "Manager" shall mean and refer to the person, persons or corporation selected by the Management Committee to manage the affairs of the Condominium Project.

(m) The word "Map" shall mean and refer to the Record of Survey Map of the Wooded Ridge Condominiums on file with the Beaver County Recorder.

(n) The word "Mortgage" shall mean and include both a first mortgage on any Unit and a first deed of trust on any Unit.

(o) The word "Mortgagee" shall mean and include both the mortgagee under a first mortgage on any Unit and the beneficiary under a first deed of trust on any Unit.

(p) The word "Property" shall mean and include the land, the building, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith. The legal description of the property is set forth at Exhibit "A" hereto.

(q) The word "Unit" shall mean and refer to one of the Condominium Units designated as a Unit on the Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, fireplace (except beyond where the flue exits the interior dimension of the Unit), electrical receptacle and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall all undecorated walls and floors, sheetrock, floorboards, and subfloors, and decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, among other things, and as appropriate, wallpaper, paint, flooring, carpeting and tile, and also including the interior surfaces of the firebox of each fireplace extending from the floor to the top of each fireplace. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members of any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

(r) The words "Unit Number" shall mean and refer to the number, letter or combination thereof designating the Unit in the Declaration and in the Map.

(s) The words "Unit Owner" or "Owner" shall mean the person or persons owning a Unit of the Wooded Ridge Condominiums in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Beaver County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(t) Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

3. SUBMISSION TO CONDOMINIUM OWNERSHIP.

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Declarant hereby submits, re-submits, and ratifies the submission of the above-described Property, tract of land, buildings, constructed, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project and this Amended Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to the Property.

4. Covenants to Run with the Land.

This Declaration containing covenants, conditions and restrictions relating to the Project shall be enforceable equitable servitudes which shall run with the land and this Amended Declaration and its servitudes shall be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

5. Description of Property.

(a) Description of Land. The land is that tract or parcel in Beaver County, Utah, more particularly described in Exhibit "A" hereto.

(b) Description of Improvements. The significant improvements contained or to be contained in the Project include those described in this paragraph (b):

> Twenty Units contained in two buildings as defined and described in the Map. The units shall be wood construction with asphalt shingle roofs and wood siding exteriors unless authorized by the Management Committee.

(c) Description and Legal Status of Units. The Map and/or Exhibit "C" hereto shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, shall be capable of being independently owned, encumbered and conveyed. The boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, doors, window frames and door frames and trim. Each Unit shall include both the portions of the building that are not common areas and facilities within such boundary lines and the space so encompassed. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non—supporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit or servicing only that unit. The actual physical boundaries of a Unit constructed or reconstructed substantially in accordance with the Map and original plans shall be conclusively presumed to be its boundaries rather than the description expressed in the deed or plans, regardless of minor variance due to construction error, settling, and/or lateral movement.

(d) Common Areas and Facilities. Except as otherwise provided in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units.

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Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not;

(i) All structural parts of the buildings including, without limitation, foundations, columns, joints, beams, supports, supporting walls, floors, ceilings and roofs;

(ii) Parking areas (not designated as Limited Common Area), lawns, shrubs, and gardens, walkways;

(iii) Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;

(iv) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;

(v) All repairs and replacements of any of the foregoing.

(e) Description of Limited Common Areas and Facilities. Each owner of a unit is hereby granted an irrevocable and exclusive license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit. The limited common areas appurtenant to any given unit consist of decks and covered stairways appurtenant to certain units as contained in the Record of Survey map. The exclusive right to use and occupy each limited common area shall be appurtenant to and shall pass with the title to the unit with which it is associated.

(f) Reservations Regarding Description of the 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 reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee, or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Amended Declaration): (i) To construct and complete each of the Living Units and all of the other improvements as Declarant deems to be appropriate, and to do all things reasonably necessary or proper in connection therewith; (ii) To improve portions of the Property with such other or additional improvements, facilities, or landscaping designed for the use and

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enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above described land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire five (5) years after the Declaration is filed for record in the Office of the County Recorder of Beaver County, Utah.

(g) Completion. The following procedures shall be followed to enforce a bonded obligation required by any authority asserting jurisdiction (if any) or other form of financial assurance ("Bond") to complete any Common Area Improvements. (This section shall apply only if bonding is required:

(i) Management Committee Consideration. The Management Committee shall consider and vote on the question of action by the Association to enforce the obligations under any Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond, or within thirty (30) days after any written extension of a completion date from the Association. For this purpose Notice of Completion shall refer to a notice to be supplied by the Declarant that the improvements are completed. The Planned Construction Statement shall refer to the building plan, by phase, that is appended to the Bond and, if applicable, filed with any regulatory body requiring the same.

(ii) Member Consideration. A special meeting of Members shall be held to vote on overriding a decision by the Management Committee not to initiate action to enforce the obligations under any Bond, or on the failure of the Management Committee to thirty-five (35) days nor more than forty-five (45) days after receipt by the Management Committee of a petition for such meeting signed by Members representing at least five percent (5%) of the total votes of the Association.

(iii) Member Vote. The affirmative vote of a majority of the undivided interest of the Project held by Members other than Declarant, to take action to enforce the obligations under the Bond, shall be deemed to be the decision of the Association. The Management Committee shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

6. STATEMENT OF PURPOSE AND RESTRICTIONS ON USE.

(a) Purpose. The purpose of the Project is to provide residential housing and parking space for Unit Owners and to tenants and guests, all in accordance with the provisions of the Act. The units may be used for recreational housing and may be rented for this purpose on any basis allowable by applicable zoning.

(b) Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth.

(i) Each of the Units shall be occupied by the Unit Owner, his family, tenants, servants or guests as a private residence or a recreational condominium and for no other purpose, except for rights of ingress and egress and rights to parking reserved to Declarant. Each driveway and parking area shall be used by the Unit Owners, their families, servants or guests for the parking or storage of motor vehicles or such other items as the Management Committee may approve and for no other purpose. No driveway or parking area shall be used for parking of trailers, mobile homes, motor homes, boats, or campers that have been detached from trucks unless otherwise allowed by the Rules and Regulations adopted by the Management Committee.

(ii) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the buildings, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law, ordinance or regulation of any governmental authority.

(iii) No Unit Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, clothes line, radio or television antenna) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, on the outside of windows or doors, without the prior written consent of the Management Committee.

(iv) No noxious or offensive activity shall be carried on in any unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(v) Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings, or any part thereof except as is otherwise provided herein. External additions or replacements (screens, security doors, windows and window screens, etc.) to the Unit must be in sync with the style and natural colors of the building itself (earth tone brown and/or black). Specifically prohibited is the color white. Window screens and doors in disrepair must be replaced.

(vi) No animals or pets of any kind are to be raised, bred or kept in the Common Areas or Limited Common Areas in the Project except pursuant to rules and regulations established by the Management Committee. No more than two domestic pets may be kept in a Unit at one time. It is the Unit owner's responsibility to care for and clean up after all pets. Pets must be in control by the Unit owner at all times, and any altercation involving the pet is the sole responsibility of the Unit owner. The Management Committee has the right to revoke pet privileges at any time if the conditions of this Act are not met.

(vii) The Common Areas and Facilities servicing individual Units shall be kept free and clear of all rubbish, debris and other unsightly materials. No BBQ's, automotive parts, machinery, ice chests, tools, bicycles, baby strollers, camping equipment etc. may be left out in common areas or front porch unless being immediately used. No garbage bags or receptacles, storage bins, cleaning/building materials and debris are to be left on the front porch entrance to any Unit. Signs or notices other than Unit number and aesthetic welcoming signs are prohibited on the fascia or porch area of any Unit.

(viii) There shall be no camping or temporary residence or structure on the Common Area. No camping shall be allowed in any recreational or other vehicle parked in Common Area.

(ix) Without the prior specific written permission of the Management Committee there shall be no use of the Common Area (a) which injures, erodes or scars said area or the vegetation thereon, or (b) which increases the cost of maintenance thereof, or (c) which in any way alters the Common Areas or the location, color, design or materials of any Improvement visible from the Common Area. The Common Area shall be used only by record Owners of a Condominium and dependents living with them, their tenants, and a reasonable number of invited guests, as prescribed by the Management Committee. Each Owner shall be liable to the Association for any damage to the Common Area caused by him or his family, tenants or guests, which is not covered by insurance.

(x) No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas and Facilities, unless otherwise decided by the Management Committee.

7. PERSON TO RECEIVE SERVICE OF PROCESS.

The person to receive service of process in the cases provided herein or in the Act is David White, whose address is PO Box 1663, Beaver, Utah 84713. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

8. OWNERSHIP AND USE.

(a) Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest in the Common Areas and Facilities in the percentage expressed in Exhibit "C". (Subject to change as provided in this Declaration.)

(b) Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privilege of fee simple ownership of his 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. The Unit Owners may lease or rent their Units with their appurtenant rights subject to terms and conditions chosen solely by the Unit Owner and his lessee, except that all Unit Owners, their tenants and other occupants or users of the project shall be subject to the Act, this Declaration, and all rules and regulations of the Association of Unit Owners and Management Committees.

(c) Prohibition Against Subdivision of Unit. No Unit Owner, by deed plat or otherwise, shall subdivide or in any manner cause the ownership of his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map and no driveway, parking area or other limited common area which is incident to any Unit shall be conveyed separately from such Unit.

(d) Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in Section 5(d) of this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No percentage of undivided ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a percentage of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project.

(e) Use of Common Areas and Facilities. Except with respect to Limited Common areas each Unit Owner may use the Common Areas and Facilities in accordance with the purposes for which they are intended, but subject to this Declaration and the By-Laws. This right of use shall be appurtenant to and run with each Unit.

(f) Computation of Undivided Interest. The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit has been computed by dividing by twenty (20), the total number of units, as set forth at Exhibit "C". A Unit Owner's percentage of ownership interest in the Common Areas and Facilities shall be for all purposes, including voting and assessment of common expenses. These percentages of ownership are subject to change as provided in this Declaration.

9. USE OF LIMITED COMMON AREAS AND FACILITIES.

A Unit Owner's exclusive right of use and occupancy of the Limited Common Areas and Facilities reserved for their Unit shall be subject to and in accordance with this Amended Declaration and the By-Laws. Any Limited Common Area shall be leased only to persons who reside in the Project or used by the family, servants or guests thereof on a temporary basis.

10. MEMBERSHIP AND VOTING RIGHTS

(a) Membership. Every owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the unit in which the owner has the necessary interest, and shall not be separated from the unit to which it appertains.

11. MANAGEMENT.

(a) Association. The persons or entities who are, at the time of reference, the Unit Owners constitute an unincorporated association and not a legal entity, the characteristics and nature of which are determined by the Act, this Amended Declaration and the By-Laws. The name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Management Committee or officers thereof on behalf of and as agents for the Unit Owners in the manner specified in the Act, this Declaration or the By-Laws is: "Wooded Ridge Condominium Association, an association of unit owners under the Utah Condominium Ownership Act."

(b) Management Committee. The business, property and affairs of the Project shall be managed, operated and maintained by the Management Committee of the Association as agent for the Unit Owners.

(c) Composition of Management Committee. The Composition of the Management Committee shall be established by the By-Laws.

(d) Responsibility. The Management Committee shall be responsible for the control, operation and management of the Project in accordance with the provisions of the Act, this Amended Declaration, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by said Committee.

(e) Additional Facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interest of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

12. EASEMENTS.

(a) Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit.

(b) In the event that, by reason of the construction, reconstruction, repair, settlement, movement or shifting of any building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners.

(c) It is contemplated that a cable or central television antenna system may be installed and connected to each Unit. Said system, if installed, shall be maintained by the television company which installs the system. To the extent required to implement the foregoing plan, there shall be an easement appurtenant to each Condominium for the purpose of connecting the same with the central television cable or antenna. The Common Area shall be subject to such easement in favor of all Condominiums and in favor of the company which installs the system, to provide for the passage through the Common Area and any Improvement thereon of television connections from any Condominium to the cable system, and shall be subject to further easements for the placement and maintenance of such connections. The foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not unreasonably interfere with the use, occupancy or enjoyment of all or any part of the Common Area.

(d) Limitation on Easement. A Member's right and easement for the use and enjoyment of the common areas shall be subject to the following:

(i) The right of the Association to suspend a Member's right to the use of any amenities included in the common areas for any period during which as assessment on such Member's lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;

(ii) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the common areas;

(iii) The right of the County of Beaver and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open spaces contained within the Property for purposes of providing police and fire protection, and providing any other governmental or municipal service, and

(iv) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the vote of the Association that are present in person or by proxy who are entitled to cast at a meeting duly called for the purpose. Written or printed notice setting forth the purpose of the meeting and the action proposed shall be sent to all Members at least ten (10) days, but not more than thirty (30) days, prior to the meeting date.

13. CHANGE IN OWNERSHIP.

The Management Committee shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Unit which is owned by them. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Management 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 Beaver County, Utah. The Management 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 Management Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Beaver County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person unless the Management Committee has actual knowledge of the Owner's address.

14. ASSESSMENTS.

(a) Every Unit Owner shall pay his proportionate share of the common expenses.

(b) The proportion of common expenses allocated to each unit owner shall be the total common expenses multiplied by the Unit owner's undivided interest in the common areas.

(c) The frequency and amount of the assessments may be determined from time to time by the Management Committee in accordance with the By-Laws.

(d) There shall be a lien for nonpayment of common expenses as provided by the Act.

(e) Each unit owner shall pay the Management Committee their allocated portion of the cash requirement deemed necessary by the Management Committee to manage and operate the Project, upon terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee, Declarant or the Association.

(f) The Management Committee cannot increase quarterly assessments more than 20% from previous year without the consent of 51% of owners present at the annual meeting.

(g) The Management Committee cannot impose a special assessment of greater than $1,000 per unit without the consent of 51% of owners present at a meeting called for that purpose.

15. DESTRUCTION OR DAMAGE.

In the event of destruction or damage of part or all of, the Common Areas and Facilities and Limited Common Areas and Facilities of the Condominium Project, the procedures of this section shall apply.

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(a) 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.

(b) 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 of the Units shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are insufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% of the entire undivided ownership interest in the Project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) 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% of the entire undivided ownership interest in the Project, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Beaver 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), as amended from time to time, shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this section shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Management Committee shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of project improvements which have been destroyed or substantially damaged; a percentage which governs the special assessment in excess of 5% of the total annual budget shall require the affirmative consent of a majority of the unit owners not including the Declarant.

16. TAXES.

It is understood that under the Act each Unit, together with its percentage of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his Condominium Unit.

17. INSURANCE.

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(a) Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force hazard insurance meeting the following requirements:

(i) A multi-peril type policy covering the Common areas and Facilities shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co—insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon replacement cost). Such policy shall include an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent.

(ii) If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of the maximum amount of insurance available under said Act or the aggregate of the unpaid principal balances of the Mortgages affecting the individual Units. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy which meets the criteria established by the Flood Insurance Administration.

(iii) The named insured under each policy required to be maintained by the foregoing items (1) and (2) shall be in form and substance essentially as follows: Wooded Ridge Owners Association, a Utah non—profit corporation or its authorized representative, for the use and benefit of the individual Owners.

(iv) Each such policy shall include the standard mortgage clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at lease thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

(v) Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

(b) Fidelity Insurance. At the option of the Management Committee the Association may maintain in force fidelity coverage against dishonest acts on the part of manager (and employees or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one hundred percent (100%) of the Project's estimated annual operating expenses, including reserves. Such fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(c) Liability Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a "Severability of Interest Endorsement" or its equivalent which shall preclude the insurer from denying the claim of a unit Owner because of negligent acts of other Owners, the Management Committee, or the Association of Unit Owners. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non—owned and hired automobiles, liability for property of others, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location and use. The limits of liability under such insurance shall not be less than $1,000,000 for all claims for personal injury and/or property damage arising out of a single occurrence.

(d) General Requirements Concerning Insurance. Each insurance policy or fidelity bond maintained pursuant to the foregoing Sections 18(a) through 18(c) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of Class X or better. No such policy or fidelity bond shall be maintained where: (1) under the terms of the carriers charter, bylaws, bond or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee, the Management Committee, the Association of Unit Owners, a Unit, the Common Areas, or the Project; (2) by the terms of the carrier's charger, by—laws, bond or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; (3) the bond or policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or (4) the bond or policy provides that the insurance thereunder shall be brought into contribution with insurance purchased by the individual Unit Owners or their Mortgagees. Each such fidelity bond or policy shall provide that: (a) coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association of Unit Owners or the Management Committee; (b) coverage shall not be prejudiced by any failure by the Association or Committee to comply with any warranty or condition with regard to any portion of the Project over which the Association and Committee have no control; (c) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insured's named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right to subrogation it might have as to any and all claims against the Association, the Management Committee, and Unit Owners. and/or their respective agents, employees or tenants. If due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Sections 18(a) through 18(c) hereof cannot reasonably be secured, with respect to such coverage the Association or the Committee shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist.

(e) The following additional provisions shall apply with respect to insurance;

(i) 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 in construction, nature, and use.

(ii) The Committee shall have authority to adjust losses.

(iii) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their Mortgagees.

(iv) Each policy of insurance obtained by the Committee shall, if possible, provide: A waiver of the Insurer's subrogation rights and 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 Manage rwithout 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.

(v) All Unit Owner must 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. Unit Owners shall supply the Committee with a copy of his policy within thirty (30) days after he acquires such insurance. Failure to obtain and maintain individual insurance will result in assessment by the Management Committee to procure property insurance for the individual unit(s).

(vi) Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association.

(f) Review of Insurance. The Board shall periodically, and whenever requested by twenty percent (20%) or more of the owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and action taken on such review to the owner of each unit and to the holder of any mortgage on any unit who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by the owner.

(g) Unacceptable Policies. Policies are unacceptable where under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against the unit owner or mortgagee or mortgagee's designee from collecting insurance proceeds.

18. PAYMENT OF EXPENSES.

(a) Declarant hereby covenants to, and each Owner shall, by acceptance of a deed to a Condominium, bind himself, his heirs, personal representatives and assigns to pay all assessments and charges determined and levied by the Association upon each Condominium owned by him, including interest thereon and collection costs thereof, if any, including attorneys' fees. The obligation to pay such assessments, charges, interest and costs cannot be waived or avoided by nonuse of the Common Area or abandonment or transfer of a Condominium, and constitutes a personal obligation and a covenant running with the land. The grantee of a voluntary conveyance of a Condominium, except as provided in the Mortgagee Protection Articles of these Restrictions, is jointly and severally liable with the grantor for all unpaid assessments which accrued against the Condominium prior to the time of conveyance and which are described in a statement from the Association to such grantee prior to conveyance of the Condominium.

(b) Each Unit Owner shall pay the Management Committee their allocated portion of the cash requirement deemed necessary by the Management Committee to manage and operate the Project, upon the terms, at the time, and in the manner provided in the By-Laws without any deduction on account of any set-off or claim which the Owner may have against the Management Committee, Declarant, or Association. If the Unit Owner shall fail to pay any installment within five (5) days of the time when the same becomes due, the Owner shall pay a 5% late fee and interest thereon at the rate of eighteen percent (18%) per annum from the date when such installment shall become due to the date of the payment thereof, together with all costs and expenses, including attorney's fees, incurred in any proceedings brought to collect such unpaid common expenses.

(c) The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of the Project then in existence to enable the Management Committee to pay all estimated expenses and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements; which sum may include, among other things, the cost of management, special assessments, assessments by Mt. Holly Residential Areas Owners Association and/or West Village, Mt. Holly Resort Owners Association, fire, casualty, flood, fidelity, public liability and other insurance or bond premiums, common lighting, landscaping, snow removal, and the care of the grounds, repairs, and renovations to Common Areas and Facilities, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Project. The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

(d) The portion payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, multiplied by the percentage of undivided interest in the Common areas and Facilities appurtenant to such Unit, as shown in Exhibit "C", except as hereinafter provided. Such assessments, together with any additional sums accruing under this Declaration in such payments and installments as shall be provided by the Management Committee. Provided, however, Declarant's obligation for common expenses (which shall include reserves for future expenditures) may be limited to subsidization of the association, under such subsidy agreement as may be negotiated by the Association and approved by applicable regulatory authority, but in no event more than the amount payable if Declarant were required to pay a full assessment on unsold and completed units.

(e) The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Project and to determine the cash requirements of the Management Committee to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the Owners, and all expenditures made by the Management Committee, within the bounds of the Act and this Declaration shall as against the Owner be deemed necessary and properly made for such purpose.

(f) If an Owner shall at any time let or sublet his Unit and shall default for a period of one month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit the rent due or becoming due and payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid.

(g) Each quarterly assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the following lien securing the same: the amount of any assessment, whether regular or special, assessed to a Unit plus interest at eighteen percent (18%) per annum, and costs, including reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice of assessment within 30 days of due date. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

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(i) Tax and special assessment liens on the Unit in favor of any assessment unit, and special district; and

(ii) Encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(h) A certificate executed and acknowledged by the Manager or Management Committee stating the unpaid common expenses then outstanding with respect to a Unit shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or encumbrancee or prospective Owner or encunbrancee of a Unit upon request at a reasonable Fee not to exceed Ten Dollars ($10.00). Unless a written request for a certificate of indebtedness shall be complied with within ten (10) working days, all unpaid common expenses which became due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrancee holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment such encumbrancee shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

(i) Upon payment of delinquent assessments concerning which a notice of assessment has been recorded or other satisfaction thereof, the Management Committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien hereof. Such lien for nonpayment of assessment may be enforced by sale by the Management Committee or by a bank, trust company, title insurance company, or attorney authorized by the Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the foreclosure of mortgages or trust deeds, or in any other manner permitted by law, including but not limited to non-judicial sale in the manner of a trustee's sale. In any foreclosure, the Unit Owner shall he required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

(j) In the event of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Management Committee or Manager shall have the power to bid on the Unit at foreclosure and to hold, lease, mortgage and convey the Unit. Foreclosure proceeding may begin within 60 days of assessment due date.

(k) In all cases where all or part of any assessments for Common Expenses and for any expenses of and advances by the Management Committee cannot be promptly collected from persons or entities liable therefore under the Act or the Declaration, the Management Committee shall reassess the same as a Common Expense, without prejudice to its rights of collection against persons or entities.

19. MORTGAGEE PROTECTION.

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(a) From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefore, the Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

(b) The lien or claim against a Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to the Mortgage affecting such Unit, and the Mortgagee thereunder which comes into possession of the Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure. No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee who comes into possession shall be collected or enforced by either the Management Committee or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Condominium Unit affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit).

(c) Unless all of the Mortgagees of the individual Units have given their prior written approval, neither the Management Committee nor the Association of Unit Owners shall be entitled, by act, omission, or otherwise:

(i) To abandon or terminate the Project or to abandon or terminate the arrangement which is established by this Declaration and the Record of Survey Map (except as provided in Section 16 hereof in the event of certain destruction or damage);

(ii) To partition or subdivide any Unit;

(iii) To abandon, partition, subdivide, encumber, sell or transfer all or any part of the Common Areas and Facilities (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas and except as provided in Section 16 hereof in the event of certain destruction or damage);

(iv) To use hazard insurance proceeds resulting from damage to any part of the Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided in Section 16 hereof in the event of certain destruction or damage;

(v) To change the pro rata interests or obligations of any Unit which apply for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (b) determining the pro rata

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share of ownership of each Unit in the Common Areas and Facilities, (except as allowed in the case of expansion at Section 35).

(vi) To alter the provisions of Section 12 hereof in such a way as to diminish the protections afforded to the Owners regarding the duration or terminability of agreements for managerial services; or

(vii) To alter the provisions of Section 18 hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

(d) Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, of the Association of Unit Owners, or of the Project. Any mortgagee shall have the right to designate a representative to attend all meetings of the Association of Unit Owners. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefore, the Committee or the Association shall furnish to such Mortgagee (1) copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Project as may be prepared for distribution to or use by the Committee, the Association, or the Unit Owners and (ii) written notice of all meetings of the Association of Unit Owners.

(e) The Management Committee and the Association may establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by quarterly or special assessments.

(f) From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefore, the Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of: (a) The Common Areas involving an amount in excess of, or reasonably estimated to be in excess of Ten Thousand Dollars ($10,000.00); or (b) any Unit involving an amount in excess of or reasonably estimated to be in excess of One Thousand Dollars ($1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking or anticipated condemnation.

(g) In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Section, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority as the case may be, applicable to the Management Committee and Association of Unit Owners with respect to the subject concerned.

(h) No amendment to this Section which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Section shall be accomplished by an instrument executed by the Management Committee and filed for record in the office of the Beaver County Recorder. In any such instrument an officer of the Management Committee shall certify that any prior written approval of Mortgagees required by this Section as a condition to amendment has been obtained.

20. EMINENT DOMAIN.

In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of Section 57-8-32.5, Utah Code Ann., as amended from time to time, shall apply. The Management Committee shall give written notice of such proceedings to all Mortgagees of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

21. MAINTENANCE.

(a) Each Owner of a Unit at their own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee is protected by insurance against such injury, the Unit Owner shall repair all injury or damage to the Unit or building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant, or any member of the Unit Owner's family or of the family of any tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any window glass, plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the Unit, and the maintenance of any limited common balcony and/or deck. Without the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit, or driveways, or in or to the exterior of the buildings, and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located.

(b) Except as otherwise provided herein, the Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities and of the Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, clean from snow which would impair traffic, attractive and generally in good condition and repair. The Management Committee shall further be responsible and provide for the upkeep and maintenance of the sewage and drainage facilities located in the easement areas further described in the legal description at Exhibit "A". The Management Committee shall have no obligation regarding maintenance or care of the interior of the Units.

(c) Each unit owner shall pay for all utility services which are separately billed or metered to individual units by the utility or other entity furnishing such service.

22. Right of Entry.

The Management Committee and its duly authorized agents shall have the right to enter any and all of the Units and the Limited Common Areas appurtenant thereto in case of an emergency originating in or threatening such Unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Committee and its duly authorized agents shall also have the right to enter into any and all of said Units and Limited Common Areas at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owner affected by such entry shall first be notified thereof if available and if time permits. The Management Committee is authorized to conduct safety inspections of all units to determine compliance with the declarations, by-laws, and regulations, including rules and regulations determined by the Management Committee, including proper winterizing and heating, working smoke detectors, and other safety issues as they may present themselves. Unit owners must supply the Management Committee with unencumbered access to the Unit including keys, codes, or other modes of entry. Specifically with respect to the right of entry granted herein, the Association shall indemnify a Unit Owner and hold a Unit Owner harmless against any claims, losses, or liability arising as a result of entry into the Unit Owner's unit by the Management Committee or its duly authorized agents. This indemnification and hold harmless shall not apply if the purpose of the entry by the Management Committee or its duly authorized agents is to make necessary emergency installations, alterations or repairs resulting from an intentional or negligent act or omission of the Unit Owner, or to investigate or correct a condition within the Unit which is unsafe or threatens to damage other Units or the Common Areas and Facilities, or which is not in compliance with the declarations, bylaws, or regulations determined by the Management Committee.

23. Obligation to Comply with Declaration, By-Laws, Rules and Regulations.

Each Unit Owner, tenant, subtenant or other occupant of a unit shall comply with the provisions of the Act, this Amended Declaration, the Master Declaration of Protective Covenants for Mt. Holly Residential Areas, the General Declaration for West Village Mt. Holly Resort, the By-Laws, and the rules, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Management Committee or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom.

24. Indemnification of Management Committee.

Each member of the Management Committee shall be indemnified and held harmless by the Association of Unit Owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee; provided, however, the foregoing indemnification shall not apply if the loss, expense of liability involved resulted from the willful misconduct, or gross negligence of the member.

25. AMENDMENT.

(a) Subject to the terms of Section 19, Mortgagee Protection, this Declaration, and/or the Map may be amended by a vote of at least two-thirds (2/3) at a meeting of the Association attended by a quorum.

(b) Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Management Committee. No amendment shall be effective until recordation in the office of the County Recorder of a document fully setting forth the amendment, specifically referring to this Amended Declaration, and setting forth the authority by which the amendment was adopted. In said instrument the Management Committee shall certify that the vote or consent required by this Section has occurred.

(c) Notwithstanding anything in this Declaration to the contrary, no amendment to this Declaration which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effected unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment.

26. SEVERABILITY.

The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof shall not affect' the remaining portions of 'this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections or section or sections had not been inserted.

27. LEASE OF UNITS.

Any lease agreement respecting a Unit shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Amended Declaration and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there shall be no restriction on the right of any Unit Owner to lease his Unit. The Unit Owner shall notify the Management Committee of the names of the lessee of the Unit.

28. LEGAL DESCRIPTION OF A UNIT.

Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear in the official records of Beaver County, Utah, and in substantially the following form:

Unit _____ of the Wooded Ridge Condominiums according to the Record of Survey Map and Subject to the Declaration of Condominium on file in the Office of the Beaver County Recorder, State of Utah.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to Ownership of a Unit and all the limitations on such ownership as described in this Declaration.

29. GENDER.

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

30. WAIVERS.

No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

31. TOPICAL HEADINGS.

The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

32. NOTICES.

Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the Managing Agent or the President of the Association.

33. COMPLIANCE WITH STATE LAWS.

This Condominium Project has been created and is existing in full compliance with the requirements of the Act and all other applicable laws.

34. EFFECTIVE DATE.

This Amended Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the Management Committee has executed this Amended Declaration this ___ day of ________________, 20___.

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Exhibit "A"

LEGAL DESCRIPTION
OF
WOODED RIDGE CONDOMINIUMS

All of Lot 1-C, West Village Unit #1, Mt. Holly Recreation Community, located in the NE 1/4 of Section 2, Township 29 South, Range 5 West. Salt Lake Base & Meridian, Beaver County, Utah. Being 2.1775 acres more or less.

Together with an easement for sewer line across Lot 5-C, described as follows:

An easement 10' wide, 5' on each side of the following described centerline:

Beginning at a point which is N. 75° W. 74.88 feet from the Northeasterly corner of Lot 5-C, West Village Unit No. 1, Mt. Holly Recreation Community, Amended plat, said point being on the North property line of Lot 5-C, thence S. 36° 23' W. 135.69 feet, thence S. 71° 40' W. 140.97 feet to a point which is N. 67° W. 90.47 feet from the P.I. of the curve with delta = 47° and radius = 95.0 feet, said point being on the South property line of Lot 5-C. This Easement embraces an area of 0.0635 acre.

Together with an easement for drainfield on Lot 5-S, described as follows:

Beginning at the Northwest corner of Lot 5-S, which point is common to Lots 3-C, 5-C and 8-C of West Village Unit No. 1, Mt. Holly Recreation Community, amended plat, thence N. 52° E. 41.23 feet, thence S. 67° E. 237.54 feet, thence S. 59° 22' 44" W. 138.09 feet, thence N. 89° 45' W. 105 feet to the West line of Lot 5-S, thence N. 11° 15' W. 140.00 feet along the lot line to beginning. This easement embraces an area of 0.5584 acres.

Exhibit "B"

BY-LAWS
OF
WOODED RIDGE CONDOMINIUMS

These By-Laws of the Wooded Ridge Condominiums are duly made and provided for in accordance with the Utah Condominium Ownership Act.

35. ASSOCIATION

(a) Management. The Association shall have the ultimate right and duty to manage the Project. The decisions of the Association are binding on the Management Committee.

(b) Annual Meetings. Annual meetings shall be held on the first Monday of September of each year, or such other date as fixed by the Management Committee by resolution.

(c) Special Meetings. Special meetings of the Association may be called at any time by the Management Committee or by Unit Owners who collectively hold at least fifty-one percent (51%) of the total vote.

(d) Notices. Each Unit Owner shall be given notice of each Annual Meeting or Special Meeting. The notice shall state the place, day and hour of the meeting. Notice of a Special Meeting shall also include the purposes for which the meeting is called. Notice shall be sent not less than fourteen (14) days before the date of the meeting. Notice may be sent by U.S. mail. Notice may be sent by any other means, including email, personal contact, or telephone contact, if a Unit Owner consents in writing to receive notice by that means.

(e) Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

(f) Place of Meetings. Meetings of the Association shall be held at such reasonable time and place as the Management Committee may specify in the notice, except as herein otherwise specified.

(g) Attendance. A Unit Owner may attend a meeting in person; a Unit Owner may attend a meeting by telephone or other remote means if the means does not impede the conduct of the meeting and the Unit Owner pays any charges associated with the alternative attendance.

(h) Quorum. The Association may not conduct any business at a meeting unless a quorum is present. If notice has been given to all Unit Owners, a quorum consists of all Unit Owners present at the meeting. If notice has not been given to all Unit Owners, a quorum consists of at least 11 Unit Owners. A quorum of the Management Committee consists of 3 members.

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(i) Voting.

(i) Voting Rights. Each Member of the Association is entitled to one vote for each unit owned. A Unit Owner may vote by a properly executed proxy. Members with liens for outstanding assessments may not vote.

(ii) Voting-Multiple Ownership. Each Unit shall have one (1) vote. 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. If there is more than one Owner of a particular Unit, 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. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

(iii) Unless the question is one upon which, by express provision of the Declaration or these By-Laws, a greater vote is required, when a quorum is present at a meeting, the vote of the Unit Owners representing more than fifty-one percent (51%) of the undivided interest present at the meeting either in person or represented by proxy shall decide any question of business brought before such meeting, including the election of the Management Committee.

(iv) If the question is one upon which, by express provision of the Declaration or these By-Laws, a vote greater than fifty-one percent (51%) is required, that express provision shall govern and control the decision of such question.

(j) Consent in Lieu of Vote. In any case in which the Act, the Declaration, as amended, or these By-Laws requires the vote of a stated proportion of votes of the Association for authorization or approval of an action, the requirement may be fully satisfied by obtaining, with or without a meeting, the written consent of Unit Owners who collectively hold at least the stated proportion votes, provided that:

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

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

(iii) Unless the consent of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective.

36. MANAGEMENT COMMITTEE

(a) Purpose of Powers. The business, property and affairs of the Project shall be managed and governed by the Management Committee.

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(b) Powers. The Management committee shall have, and is hereby granted, the following authority and powers:

(i) 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 and Facilities; and work performed pursuant to such easements must be done in a workmanlike manner and any damage to the interior structure or decor of a Unit must be repaired;

(ii) The authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment;

(iii) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;

(iv) 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;

(v) 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;

(vi) The power and authority to add any interest in real property obtained pursuant to paragraph (v) above to the Project, so long as such action has been authorized by the necessary vote or consent;

(vii) 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 insure that the project is maintained and used in a manner consistent with the interests of the Unit Owners; and

(viii) The power and authority to perform any other acts and to enter into any of the transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners, including but not limited to the power to sue and be sued.

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.

(c) Composition of Management Committee. The committee shall be composed of five (5) members. Only Unit Owners, or officers or agents of any Owner that is not a natural person, may serve on the Management Committee.

(d) Election. Management Committee members shall be elected at each Annual Meeting. Vacancies may be filled at a Special Meeting called for that purpose. When multiple Management Committee members are being elected, a Unit Owner may cast one vote for a candidate for each position being filled.

(e) Term. Committee members shall serve for a term of one or two years and may be re-elected.

(f) Removal. Any Management Committee member who fails to attend three successive Committee Meetings or who has failed to attend 25% of all Management Committee meetings held during any twelve month period shall automatically be removed from the Management Committee. A Management Committee member may resign at any time.

(g) Annual Meeting. An annual meeting of the Management Committee shall be held immediately after the adjournment of each Annual Meeting of the Unit Owners.

(h) Regular Meetings. Regular meetings shall be held at regular intervals at such places and at such times as the Management Committee may from time to time designate.

(i) Special Meetings. Special meetings of the Management Committee shall be held whenever called by the president, vice president, or by two or more members. By unanimous consent of the Management Committee, special meetings may be held without being called and without giving notice.

(j) Notices. Each Management Committee member shall be given notice of each annual, regular or special meeting of the Management Committee. The notice shall state the place, day and hour of the meeting. Notice of a Special Meeting shall also include the purposes for which the meeting is called. Notice shall be sent not less than seven (7) days before the date of the meeting. Notice may be sent by U.S. mail. Notice may be sent by any other means, including email, personal contact, or telephone contact, if a Unit Owner consents in writing to receive notice by that means.

(k) 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 Committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

(l) Place of Meetings. Annual, regular and special meetings of the Management Committee shall be held at such reasonable time and place as the Management Committee may specify in the notice, except as herein otherwise specified.

(m) Attendance. A Management Committee member may attend a meeting in person; a Management Committee member may attend a meeting by telephone or other remote means if the means does not impede the conduct of the meeting and the Unit Owner pays any charges associated with the alternative attendance.

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

(o) Compensation. Members of the Management Committee, shall not receive any stated salary or compensation for service on the Management Committee. A Management Committee member may serve the Project in any other capacity and receive compensation therefore. Management Committee members shall be reimbursed for all expenses reasonably incurred in connection with Management Committee business.

(p) Adjournments. The Management Committee may adjourn a meeting and conduct the business of the meeting at a different time and/or place without giving additional notice of the adjournment, but no meeting may be adjourned for longer than thirty (30) days.

37. OFFICERS

(a) Designation and Election. The principal officers of the Management Committee shall be a president, and a secretary/treasurer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint such other informal officers as in their judgment may be necessary or desirable.

(b) Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, by the Management Committee.

(c) President. The president shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. The president shall sign on behalf of the Project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the Management Committee may require. The president shall preside at all meetings of the Unit Owners and the Management Committee. If the President is unable to act, the Management Committee may appoint some other member thereof to act on an interim basis.

(d) Secretary/Treasurer. The secretary/treasurer shall keep the minutes of all meetings of the Management Committee and of the Unit Owners. The secretary/treasurer shall have charge of the books and papers as the Management Committee may direct. The secretary/treasurer shall in general, perform all the duties incident to the office of secretary. The secretary/treasurer shall have the responsibility for the funds and securities of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the Management Committee. The secretary/treasurer 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.

(e) Compensation. No compensation shall be paid to the officers for their services as officers. An officer may serve the Project in any other capacity and receive compensation therefore. Officers shall be reimbursed for all expenses reasonably incurred in connection with Management Committee business.

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38. ACCOUNTING

(a) Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the secretary/treasurer and in accordance with the reasonable standards of accounting procedures.

(b) Report. 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 Association. A report of the review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Association. A certified audit by a certified public accountant shall be made if requested by the Unit Owners of seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities; the certified public accountant will be selected by the Association.

(c) Inspection of Books. All books and records of the Association shall be available at the principal office of the Management Committee and may be inspected by any Unit Owner, or his agent or attorney, for any proper purpose at any reasonable time.

39. BUILDING RULES

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 Project, and the Management Committee may from time to time, by resolution, alter, emend, 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 clearly understood that such rules and regulations shall apply and 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 hereof.

40. AMENDMENT OF THE BYLAWS

The By-Laws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration.

41. OPERATION AND MAINTENANCE OF THE PROJECT

The Management Committee shall be responsible for the maintenance, control, operation and management of the Project in accordance with the provisions of the Act, the Declaration under which the Project was established and submitted to the provisions of the Act, these By-Laws and such rules and regulations as the Association of Unit Owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association of Unit Owners.

IN WITNESS WHEREOF, the Management Committee has executed these By-Laws this ___ day of ________________, 20___.

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Exhibit "C"

WOODED RIDGE CONDOMINIUMS
SCHEDULE OF UNDIVIDED OWNERSHIP

Unit No.	Percentage of Ownership Interest
Building A:	
1	5%
2	5%
3	5%
4	5%
5	5%
6	5%
7	5%
8	5%
9	5%
10	5%
Building B:	
11	5%
12	5%
13	5%
14	5%
15	5%
16	5%
17	5%
18	5%
19	5%
20	5%