

AMENDED  
DECLARATION OF CONDOMINIUM  
AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHALET VILLAGE RESORT CONDOMINIUMS PHASE A

A Condominium Project in  
Brian Head, Iron County, Utah

~~292859~~

~~Recorded at SOUTHERN UTAH TITLE CO  
Request of \_\_\_\_\_  
Date JUL 28 1989 Time 4PM  
Fee \$127.50 Book 401 Page 258-360  
By DIXIE B. MATHESON, IRON COUNTY RECORDER~~

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Recorded at SOUTHERN UTAH TITLE CO  
Request of \_\_\_\_\_  
Date AUG 16 1989 Time 12:45PM  
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By DIXIE B. MATHESON, IRON COUNTY RECORDER

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AMENDED  
DECLARATION OF CONDOMINIUM

AND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR  
CHALET VILLAGE RESORT CONDOMINIUMS PHASE A  
A Condominium Project

This Declaration made this 28<sup>TH</sup> day of July,  
1989, by CHALET CORPORATION, a Utah Corporation, (hereinafter  
called "Declarant") pursuant to the provisions of the Utah  
Condominium Ownership Act.

W I T N E S S E T H

WHEREAS, Declarant and the undersigned unit owners are the  
owners of that certain improved real property located in Iron  
County, State of Utah, more particularly described in the "Record  
of Survey Map for Chalet Village Resort Condominiums Phase A"  
recorded November 9, 1981 in the Office of the County Recorder of  
Iron County, Utah as Entry No. 231208 as amended by "Supplemental  
Record of Survey Map for Chalet Village Resort Condominiums Phase  
A" recorded of even date herewith in the Office of the County  
Recorder of Iron County, Utah; and

WHEREAS, Declarant and the undersigned unit owners are the  
owners of buildings and certain other improvements heretofore  
constructed or hereafter to be constructed on the aforesaid  
premises which property constitutes a Condominium Project under  
the provisions of the Act, as hereinafter defined, and it is the  
desire and intention of Declarant to divide the Project into  
Condominiums and to sell and convey the same to various

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purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, on the 9th day of November, 1981, Declarant filed for record in the Office of the County Recorder of Iron County, State of Utah, Declaration of Condominium for Chalet Village Resort Condominiums Phase A, which was recorded as instrument 231210, Book 283, Pages 852 thru 891, Office of the County Recorder, Iron County, State of Utah; and

WHEREAS, the Project contains certain areas of convertible land described in "Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded November 9, 1981 in the Office of the County Recorder of Iron County, Utah as Entry No. 231208 as amended by "Supplemental Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded of even date herewith in the Office of the County Recorder of Iron County, Utah; and

WHEREAS, the Declarant reserved the right to amend said Declaration of Condominium with the approval of Fifty-one percent (51%) of the total votes in the Association consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder for Iron County, State of Utah; and

WHEREAS, One-Hundred percent (100%) of the owners of Chalet Village Resort Condominiums Phase A do hereby agree to amend said Declaration of Condominium including the Covenants, Conditions and Restrictions therein as amended hereby; and

WHEREAS, Declarant desires and intends, by filing this Amended Declaration of Condominium and Declaration of Covenants,

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Conditions and Restrictions for Chalet Village Resort Condominiums Phase A, to amend and restate the Declaration of Condominium with its Covenants, Conditions and Restrictions recorded November 9, 1981, in the Office of the Iron County Recorder as Document 231210 in Book 283, Pages 852 thru 891, to submit the above described property and the buildings and other improvements constructed thereon to the provisions of the Act as a Condominium Project, and to impose mutually beneficial restrictions under the Condominiums and the Owners, as herein defined; and

WHEREAS, Declarant caused to be recorded a map for a condominium project consisting of thirty-eight (38) units in the Office of the County Recorder of the County of Iron, State of Utah, on November 9, 1981, as Entry No. 231208; and

WHEREAS, Declarant concurrently herewith does execute and record in the office of the County Recorder for Iron County, State of Utah, a certain instrument pertaining to the Project and entitled "Supplemental Record of Survey Map for Chalet Village Resort Condominiums Phase A" increasing the number of condominium units constructed from thirty-eight (38) units to forty-six (46) units and describing certain areas of convertible land still available; and

WHEREAS, by recording this Amended Declaration and the Amended and Supplemental Map, Declarant intends to submit the subject property to the provisions of the Utah Condominium Ownership Act as a Condominium Project known as Chalet Village Resort Condominiums Phase A and to impose upon such property mutually beneficial restrictions under a general plan of

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improvements for the benefit of all Condominiums within the Project and the Owners thereof.

NOW, THEREFORE, to assure a community of congenial unit owners and thus protect the value of the condominium units, and to further the continuous harmonious development of the condominium community, Declarant does hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, covenants, conditions, restrictions, uses, limitations, easements and obligations, all of which are declared and agreed to be in furtherance of the Condominium Plan for the improvement of said property and the division thereof into Condominiums and which shall run with the land and shall be binding on all parties, including Owners having or acquiring any right, title or interest in the Project, as hereinafter defined, or any part thereof, and shall be for the benefit of each Owner at any portion of the Project, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the Owners thereof.

#### SECTION 1

#### DEFINITIONS

Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

1.01. "Act" shall mean the Utah Condominium Ownership Act, Utah Code Annotated Section 57-8-1 et. seq., as the same may be amended from time to time.

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1.02. "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.03. "Association" shall mean the governing body of the Project, CHALET VILLAGE RESORT CONDOMINIUMS PHASE A OWNERS ASSOCIATION, its successors and assigns.

1.04. "Board" shall mean the Board of Directors of the Association.

1.05. "Bylaws" shall mean the Bylaws of the Association as amended from time to time.

1.06. "Common Areas" shall mean the entire Project excepting all Units therein granted or reserved.

1.07. "Common Expense" shall mean but is not limited to:

(a) Expenses related to the administration, insuring, maintenance, management, operation, repair, replacement, improving and betterment of the Common Areas and of the portions of the Units to be maintained or insured by the Association.

(b) Expenses deemed to be common expenses by reason of provisions contained in the Act or this Declaration or the Articles, Bylaws or rules and regulations of the Association.

(c) Any valid charge against the Project or the Association or charges payable by all Owners and assumed, in total, by the Association.

(d) All utility fees and expenses not mentioned and not charged directly to each Unit.

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1.08. "Common Personalty" shall mean any personalty, tangible and intangible, acquired and held by the Association for the benefit and use of all the Owners.

1.09. "Condominium" shall mean and refer to an estate in fee simple in: (a) a Unit as designated on the Condominium Plan, (b) an undivided interest with all other unit owners in the common areas as described in "Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded November 9, 1981 in the Office of the County Recorder of Iron County, Utah as Entry No. 231208 as amended by "Supplemental Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded of even date herewith in the Office of the County Recorder of Iron County, Utah, shall further refer to such additional common area property as may hereafter be annexed by subsequent amendment to this Declaration or which is owned by the Association, and (c) an exclusive easement to limited common areas appurtenant to the particular unit as designated on the Plan and described in Section 3.03 (e.g., patio and balconies).

The Project presently includes forty-six (46) Units as shown and designated on the Plan, as amended. The number of units may be increased upon construction of additional units on the convertible land and/or upon the annexation of additional property as provided in Paragraphs 5.01 and 5.02 herein. For purposes of subsection (b) above, each Owner of a Unit shall have a percentage interest in the common areas determined by the par values as set out in Exhibit "A" attached hereto and made a part hereof. Such percentage interest shall be determined by dividing the par value assigned to each Owner's unit by the total par

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value of all of the units combined. Such total shall change as units are added to convertible land or to annexed land.

1.10. "Convertible Land" shall mean the designated building site or sites within the Common Areas upon which additional buildings and/or other improvements may be constructed and/or created.

1.11. "Declarant" shall mean Chalet Corporation, a Utah corporation, its successors and any assignee, other than an Owner, who shall receive an assignment from the said Chalet Corporation, all, or a portion, of their rights hereunder as such Declarant, by an instrument expressly assigning such rights of Declarant to such assignee. In the event of sale or deed in lieu of foreclosure of the Declarant's interest in the Project, the party acquiring such interest shall become the Declarant.

1.12. "Declaration" shall mean this instrument as the same may be amended from time to time.

1.13. "Mortgage" shall mean a deed of trust as well as a mortgage; the terms "mortgagee" and "mortgagor" shall include respectively the beneficiary and grantor under such deed of trust.

1.14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple interest to any Condominium but excluding those having such interest merely as security for the performance of an obligation.

1.15. "Plan" shall mean the Condominium Plan or Map of the Project filed for record by Declarant as set forth above or as amended as provided for herein.

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1.16. "Property" shall mean that real property described in "Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded November 9, 1981 in the Office of the County Recorder of Iron County, Utah as Entry No. 231208 as amended by "Supplemental Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded of even date herewith in the Office of the County Recorder of Iron County, Utah, or as may be adjusted by subsequent annexation, together with the easements appurtenant thereto.

1.17. "Project" shall mean the Property and all structures and improvements now or hereafter erected thereon.

1.18. "Storage Unit" shall mean any Unit identified on the Map as a storage unit and shall be considered as part of the common area to be regulated in all respects, including use thereof, by the Board of Directors.

1.19. "Unit" shall mean an individual air space unit, consisting of enclosed rooms occupying part of one of the Buildings and bounded by the interior surfaces of the walls, floors, ceilings, and built-in fireplaces, if any, and the exterior surface of the windows and doors along the perimeter boundaries of the air space, as such boundaries are shown on the Map, together with all fixtures and improvements therein contained. Paint and other wall, ceiling, or floor coverings on interior surfaces shall be deemed to be a portion of the Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or use and enjoyment of another Unit: Bearing walls, floors, ceilings and roofs (except

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the interior surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, and other utility installations, except the outlets thereof when located within the unit. The exterior surface of a window or door is the point at which such surface is located when the window or door is fully closed.

## SECTION 2

### PURPOSE

2.01. Purpose. The purpose of this Declaration is to create restrictions, conditions, covenants, limitations, reservations, liens and charges upon the Condominiums pursuant to authority granted in the Act for the purpose of enhancing and protecting the value, desirability and attractiveness of the Project and every part thereof for the benefit of all of the Condominiums and the Owners.

2.02. Binding Effect. The acceptance of an instrument of grant, assignment or conveyance or the entering into the occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Plan, the Articles of Incorporation, Bylaws, and rules and regulations of the Association, as they may be amended from time to time, are accepted by such Owner, tenant or occupant as though such provisions were recited and stipulated at length in each and every instrument of grant, assignment, lease or conveyance.

## SECTION 3

### PROPERTY SUBJECT TO THIS DECLARATION

3.01. Name and Nonseverance. The Project covered by this Declaration as amended or supplemented shall be called CHALET

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VILLAGE RESORT CONDOMINIUMS PHASE A. The Project presently consists of buildings, containing a total of forty-six (46) Units, parking spaces and Common Areas including convertible land plus any additional property that may be annexed as provided in Paragraphs 5.01, 5.02 and 5.03 herein. Each Owner shall be entitled to exclusive ownership and possession of his Unit. The fractional undivided interest of each Owner in the Common Areas and other elements of the Condominium, as more fully set forth in Section 1.09, or as may be amended by annexation, shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or leased or encumbered or released from liens with the Unit even though such interest or element is not expressly mentioned or described in the conveyance or other instrument.

3.02. Parking. The parking areas shall be considered part of the common area. The Owner of each Condominium shall have, as a part of the fee simple interest in his Condominium, a non-exclusive right as to the Common Areas for parking spaces. Parking is to be governed by the Association Board of Directors at their sole and absolute discretion and said Board can issue rules and regulations concerning parking.

3.03. Balconies and Patios. The balconies and patios shown and graphically described in the floor plan attached to the Plan are Common Areas. Each Owner whose Unit has sole access to a balcony or patio shall have an exclusive limited common area for the use thereof, but such limited common area shall not entitle an Owner to construct anything thereon or to change any structural part thereof.

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3.04. Common Areas. Each Owner shall own an undivided interest in the Common Areas, as more fully set forth in Section 1.09, or as may be amended by construction of units on the convertible land or by annexation as provided in Paragraphs 5.01, 5.02 and 5.03 herein, as a tenant in common with all other Owners of the Project, and except as otherwise limited in this Declaration, shall have the right to use the Common Areas for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, without hindering or encroaching upon the lawful rights of other Owners, which right shall be appurtenant to and run with the Condominium.

3.05. Alteration of Units. Declarant reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units so long as Declarant owns the Units so altered. No such change shall increase the number of Units nor alter any other boundaries of the Common Areas other than the convertible land without an amendment to this Declaration approved by the Owners and mortgagees in the manner elsewhere herein provided. Changes in the boundaries between Units, as hereinabove provided, shall be reflected by an amendment of the Plan, and, if necessary, of this Declaration. If more than one Unit is affected, Declarant shall apportion between the affected Units the shares in the Common Areas which are appurtenant to the Units affected. An amendment of the Plan or of this Declaration reflecting an alteration of Unit boundaries of Units owned by Declarant need be signed and acknowledged only by Declarant and its mortgagees and need not be

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approved by the Association, Owners or their mortgagees, whether or not such approval may elsewhere be required herein.

3.06. Combined Units. Where more than one Unit has been acquired by the same Owner, including Declarant, and combined into a single dwelling place, the diagrammatic floor plan filed with the Plan, as the same may be amended from time to time, may not reflect the interior space of the combined units, but the exterior boundaries of the combined units will remain the same. Notwithstanding the combining of the Units, the combined Units shall exist as separate Units, as described in the Plan, for the purposes of the Plan, this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association.

3.07. Encroachments. The existing physical boundaries of a Unit or of a Unit reconstructed in substantial accordance with the original plan thereof, shall be conclusively presumed to be its boundaries rather than any metes and bounds expressed in the Plan or in an instrument conveying, granting or transferring a Unit, regardless of settling or lateral movement and regardless of minor variances between boundaries shown on the Plan or reflected in the instrument of grant, assignment or conveyance and those existing from time to time. In spite of this provision, if it should be determined that any Unit encroaches upon any other Unit or Common Area, or if Common Areas encroach upon any Unit, an easement for such encroachment shall and does exist for the maintenance of the same so long as it remains.

3.08. Nonseverance. No owner shall be entitled to separately sell, lease or otherwise convey or encumber his

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interest in any of the Common Areas, or in any element of the component interests which comprise his Condominium, or in any membership in The Association, and any attempted or purported transaction in violation of this provision shall be void.

3.09 Partition. No owner may bring an action for partition of the properties or any portion thereof and every owner by accepting title to a unit covenants and agrees to waive and does waive for himself, his heirs, executors, successors and assigns, any and all rights of partition. No right of partition shall be allowed if not approved by all mortgagees as hereinafter provided.

#### SECTION 4

#### EASEMENTS

4.01. Easement to Facilitate Sales. All Units shall be subject to an easement in favor of the Declarant. The Declarant reserves the right to use any units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain common element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary

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offices on certain common elements for models, sales, management, customer service and similar purposes. The reservation of the easement to facilitate sales also applies to the additional land. This easement shall continue until the Declarant has conveyed all units in the Condominium to unit owners other than the Declarant.

4.02. Easement for Access and Support.

(a) Access. The Declarant reserves in favor of the Declarant and the managing agent, professional management firm or their designee, and/or any other person authorized by the Board of Directors the right of access to any unit as provided in Section 9.7 of the Bylaws. In case of emergency, such entry shall be immediate whether or not the unit owner is present at the time.

(b) Support. Each unit and common area shall have an easement for lateral and subjacent support from every other Unit and common area.

4.03. Easements for Encroachments. If any part of the Common Areas encroaches or shall hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of the Common Areas or any part of a Unit shall hereafter encroach on real property now owned by the Declarant outside the boundaries of the Subject Land, an easement for such encroachment shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Units.

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Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of one or more of the Buildings or any improvements constructed or to be constructed within the Project, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

4.04. Easements for Maintenance, Cleaning, and Repair.

Some of the Common Areas or Common Facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas and Common Facilities from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair, or replacement thereof or for making emergency repairs at any time necessary to prevent damage to the Common Areas, Common Facilities, or to any Unit. In addition, the Association or its agents may enter any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping, construction or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as possible, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense fund.

4.05. Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas as necessary for access to such Owner's Unit, and shall have the right to horizontal, vertical, and lateral

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support of such Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

4.06. Association's Right to Use Common Areas and Common Facilities. The Association shall have an easement to make such use of the Common Areas and Common Facilities as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the Common Areas facilities for use by Owners generally or by the Association and its agents exclusively.

4.07. Easement for Completion of Project and Construction of Additional Buildings. The Declarant shall have a transferable easement over and on the Common Areas for the purpose of completing construction of the Project and improvements therein (including the construction of additional Buildings and/or Limited Common Areas and Facilities on the Convertible Land within the Project) as shown by Map and for the purpose of doing all things reasonable necessary or appropriate in connection therewith. To the extent that damage is inflicted on any part of the Project by any person utilizing said easement, the Declarant and the person causing the damage shall be liable for the prompt repair thereof.

4.08. Easements Deemed Created. All conveyances of Condominiums within the Project hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

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4.09. Declarant's Right to Grant Easements. The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities.

4.10. Easement to Declarant's Adjacent Land. The Declarant shall have an easement of ingress and egress to the real property described in Exhibit "B". Said easement shall run with the land.

#### SECTION 5

#### ANNEXATION OF ADDITIONAL PROPERTY

5.01. Annexation Without Approval of Membership. As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until five (5) years from the anniversary of the recording of these Amended and Supplemental Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion, with no limitations as to what portions may be added and no limitations as to time or order of the addition of any such portions, of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Iron County, Utah Records, an amendment annexing such Properties. Such amendment to this Declaration shall not require the vote of members. Any such annexation shall be effective upon the filing

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for record of such amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto and that such transfer is memorialized in a written, recorded instrument; provided, however, no Properties may be annexed without approval of a majority of the votes of the members other than Declarant if the annexation would result in a regular annual (General) Assessment to each member which is more than twenty percent (20%) greater than the regular annual assessment paid by each member to the Association for the immediately preceding fiscal year of the Association, whether such increase results from annexation alone, or from annexation and in addition from other increases in the Association's regular annual assessments. All members of the Association shall be given sixty (60) days advance written notice of any proposed annexation of additional property. Such notice shall include the number of dwelling units that will be added, and a description of the nature and extent of any community facilities or common areas to be included in the annexation.

5.02 Maximum Number of Units. The maximum number of Units that may be created on the additional annexed land shall be seventy-two (72). The maximum number of Units per acre that may be created on any portion of the annexed land shall be thirty-eight (38) per acre.

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With respect to the annexed land or any portion of it that may be added to the condominium project, the maximum percentage of the aggregate land and floor area of all units that may be on it, the use of which will not or may not be restricted exclusively to residential purposes is fifty percent (50%).

5.03 Improvements. All improvements intended for annexed land will be substantially completed prior to annexation and shall be consistent with the initial improvements in terms of quality of construction and appearance. The units constructed on the annexed land shall be substantially identical to the residential units depicted on the Map or Maps described in "Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded November 9, 1981 in the Office of the County Recorder of Iron County, Utah as Entry No. 231208 as amended by "Supplemental Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded of even date herewith in the Office of the County Recorder of Iron County, Utah. There are no further assurances in regard to location or kinds of improvements.

5.04 Amendment. This Section shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "B".

#### SECTION 6

##### MAINTENANCE AND USE RESTRICTIONS

6.01. Association. Association shall maintain, repair and replace at the Association's expense:

(a) All portions of the buildings, except interior surfaces of Units. ~~BOOK 401 PAGE 439~~ ~~BOOK 401 PAGE 281~~ ~~298859~~



(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the buildings maintained by the Association, except water heaters which are located in common areas; and all such facilities contained within a Unit which service part or parts of the Project other than the Unit within which contained.

6.02. Owner. The responsibility of an Owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of his Unit except the portions to be maintained, repaired and replaced by the Association; to paint or otherwise maintain interior walls, and to maintain, repair and replace broken windows, doors, plumbing, water heaters, electrical, heating and air conditioning equipment serving only his or her Unit, including, but not limited to, refrigerators, stoves, lighting fixtures, dishwashers, garbage disposal units, tubs, toilet bowls and wash basins. The Common Areas are subject to an easement in favor of each Unit for the purpose of making such repairs; provided, however, all such work shall be done without disturbing the rights of other Owners, and provided, further, that no such work be commenced without the prior written approval of the Association.

(b) To keep the interior of the balcony and the patio, if any, which have been assigned to the Unit in a clean and sanitary condition; however, any expense of maintenance, repair or replacement relating to the exterior

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surface of any balcony or patio, or involving structural maintenance, repair or replacement thereof shall be treated as and is a part of the common expense of the Association. The Association shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in the Unit, balcony, patio, storage area or other Common Area.

(c) To promptly report to the Association any defect or need for repairs, the responsibility for which is the Association's.

6.03. Use Restrictions. Units shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all of the following limitations and restrictions:

(a) Single Family Residential Use. All property within units shall be devoted exclusively to single family residential uses. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any such property. Nothing herein shall be deemed to prevent the leasing of such property from time to time by the Owner thereof subject to all of the provisions of the Declaration or maintenance of a sales office or other sales effort by the Declarant.

(b) Animals. No animals or birds shall be maintained on any property within Units unless authorized by the Board and, if authorized by the Board, no animals or birds, other than generally recognized house or yard pets, limited to a maximum of two shall be maintained within Units. If allowed by the Association, no animal or bird

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shall be allowed to make an unreasonable amount of noise, or to become a nuisance. If allowed by the Association, no structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from any other Unit. Upon the written request of any Owner, the Board shall conclusively determine in its sole and absolute discretion whether, for the purposes of this Paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable. The Board shall have the power to prohibit pets or allow them in any amount desired except that they shall not be allowed in excess of the amounts set forth above.

(c) Antennas. Without the express written permission of the Association and the Architectural Committee, no antenna or other device for the transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors, whether attached to a building or structure or otherwise, by any Unit Owner.

(d) Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon any Units or Common Area unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Committee.

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(e) Improvements and Alterations. No improvements, excavation or other work which in any way alters the exterior appearance of any property within Common Areas or the improvements located in the Project shall be done without the prior approval of the Architectural Committee.

(f) Trailers, Boats and Motor Vehicles. Motor homes, trailers of any kind, truck campers, permanent tent trailers or similar structures, or boats, shall be parked only in areas specifically designated by the Association. Approval to park same must be obtained from the Association prior to so parking and the Association is given the right to levy a charge to cover the cost of maintaining said parking facilities. No trailers, vehicles, boats, etc. shall be maintained, constructed, or repaired, nor shall any motor vehicle be constructed, or repaired upon the Project; provided, however, that the provisions of this Paragraph shall not apply to emergency vehicle repairs. The Association shall have the right to make such rules and allow or disallow any activity that the Board in its discretion may decide.

(g) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Units or Common Area, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

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No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes and authorized by the Board, shall be located, used or placed on any such property.

(h) Repair of Units. No Unit shall be permitted to fall into disrepair, and each such Unit shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Owner shall keep in good order and repair and replace if necessary, the range, oven, dishwasher, garbage disposal, water heater, heating system, air conditioning system and glass in all windows and doors for his Unit.

(i) Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Common Areas except in covered containers of a type, size and style which are approved by the Board and only during the shortest time reasonably necessary to effect collection.

(j) Clothes Drying Facilities. Outside clothes-line or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any property within Common Areas unless they are erected, placed and maintained exclusively by the Association.

(k) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Unit except such machinery or equipment as is usual and customary in the County and State in which the Project is located, in connection with the use or maintenance of a private residence.

(l) Diseases and Insects. No Owner shall permit any thing or condition to exist upon any property within a Unit which shall induce, breed or harbor infectious plant diseases or noxious insects.

(m) Common Areas. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, including balconies and patios, nor shall anything be altered, or constructed or plated in, or removed from the Common Areas, without the prior written consent of the Association.

(n) Hazards. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in any increase of fire insurance premiums or the cancellation of insurance on any part of the Project, or which would be in violation of any law.

(o) Signs. No sign or any kind shall be displayed to the public view on or from any part of the Project, without the prior written consent of the Association, except signs temporarily used by Declarant in the development and sale or leasing of Condominiums.

(p) Unit Leasing. With the exception of Declarant or lenders in possession of a Condominium

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following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner may lease less than the entire Condominium.

Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles, Bylaws and rules and regulations, 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 and must be filed with the Association. Other than the foregoing, there is no restriction on the right of any Owner to lease his Unit.

6.04. No Noxious or Offensive Activity. No noxious or offensive activity shall be allowed to occur in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

6.05. Misconduct. Each Owner shall be liable to and a special assessment against such Owner may be levied by the Association for any damage caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent that the damage shall not be covered by insurance. Each Owner shall indemnify, hold harmless, and pay any costs of defense of each other Owner and the Association from claims for

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personal injury or property damage occurring within the Unit of the indemnifying Owner, provided that this protection shall not extend to any Owner whose negligence or willful misconduct caused or contributed to the cause of the injury or damage.

6.06. Violations. All Owners and occupants shall abide by all provisions of this Declaration, the Articles, Bylaws and rules and regulations adopted by the Association or as amended from time to time. The Association shall have the power to enforce compliance with said provisions by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said provisions shall be liable to the Association for all damages and costs, including attorneys' fees. The violation of any rule or regulation adopted by the Association or the breach of this Declaration, the Articles or Bylaws shall give the Association the right, in addition to any other right or remedy elsewhere available to it:

(a) To enter into a Unit during business hours (or at any hour in the case of emergency) in which, or as to which such violation or breach exists, and to summarily abate and remove, at the expense of its Owner(s) any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of any of the foregoing documents, and the Association shall not be deemed to have trespassed; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or



(c) To specially assess any reasonable fine or penalty for such violation. Without limiting the foregoing, any fine or penalty not exceeding \$100 per violation shall be deemed to be reasonable.

All expenses of the Association in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest interest rate provided by law until paid, shall be charged to and assessed against such defaulting Owner(s), and the Association shall have a lien for all of the same upon the Condominium of such defaulting Owner(s). Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association. If the Association has failed to act to enforce any provision of this Declaration for ten (10) days after written demand by any Owner or mortgagee of any Condominium, then any such Owner or mortgagee shall be entitled to prosecute any action authorized hereunder to be prosecuted by the Association, and shall be entitled to any other appropriate equitable relief.

6.07. Storage Units. Storage Units contained in the Project are part of the common area and are not intended to be used to store or hold personal property of the Owners. Storage Units are restricted for the use of the management at the sole and absolute discretion of the Association. Under no circumstances shall any Storage Unit be used for residential housing for any period of time, however short.

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6.08. Time Sharing Prohibited. The Declarant desires to preserve the original conception of the Project as an outstanding recreational living area, to facilitate the efficient and inexpensive maintenance and repair of all parts of the Project, and to maintain property values to the benefit of all Owners and Condominiums in the Project. For such and other reasons, time-sharing of Condominiums within the Project is prohibited, and under no circumstances shall any Condominium be owned or used on a time-sharing basis. The Association, by action of the Board of Trustees, shall have the power to adopt, enforce and revise reasonable rules and regulations to prevent such time-sharing of Condominiums.

6.09. Waiver. The failure of the Association to insist at any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any actions shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction. The receipt by the Association of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Association of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

6.10. Association Right to Adopt Rules. The Board shall have the right to adopt reasonable rules not inconsistent with the provisions contained in this Declaration, and to amend the same from time to time relating to the use of the common area and

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the recreational and other facilities situated thereon by Owners and their tenants or guests, and the conduct of such persons with respect to automobile parking, outside storage of boats, trailers, bicycles and other objects, disposal of waste materials, drying of laundry, control of pets and other activities which, if not so regulated, might detract from the appearance of the community or offend or cause inconvenience or danger to person residing or visiting therein.

SECTION 7

ORGANIZATION AND MANAGEMENT

7.01. Operation. The Project shall be organized and operated as a Condominium Project. The Owners shall operate the Project as provided herein through the Association and its Board. The Association shall be organized pursuant to and governed by Utah Statutes governing non-stock, nonprofit cooperative corporations.

7.02. Membership. Every Owner of a Condominium subject to these covenants, conditions and restrictions, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from any Condominium which is subject to these covenants, conditions and restrictions. Each owner is obligated to comply with Articles, Bylaws, and the rules and regulations adopted by the Board of Directors of the Association. Membership in the Association shall not be transferred, pledged or alienated in any way except upon the sale of the Condominium to which it is appurtenant, and then only to the purchaser of such condominium. Any attempt to make a prohibited transfer is void. In the event the owner of any condominium should fail or refuse to transfer

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the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

7.03. Voting. The Association shall have one (1) class of voting membership:

Members shall be all Owners and the number of votes each Owner shall be entitled to for each Condominium owned shall be determined by reference to the par value assigned to each type of unit as set out in Exhibit "A". The Owner of each Unit shall be entitled to the number of votes determined by dividing the par value assigned to each Unit by 1,000. When more than one (1) person holds an interest in any Condominium, all such persons shall be members. The vote for such Condominium shall be exercised as they among themselves determine, but in no event shall they exercise more than the number of votes to which that Unit is entitled.

In any election of the members of the Board, no Owner shall be entitled to cumulate votes on only one (1) candidate. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

These provisions applying to voting rights shall apply also to any annexation of additional units.

7.04. Powers and Duties. The Association shall have all powers and duties necessary or appropriate for the management and operation of the Project. Such powers and duties shall include, but shall not be limited to, the following:

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- (a) Assess owners for their proportionate share of Association expenses as provided in the Utah Codes.
- (b) Enforce assessment liens as provided in Utah Code Annotated Section 57-8-20;
- (c) Engaging professional management to perform any and all duties and services as the Association shall authorize;
- (d) Making of repairs, additions and improvements to or alterations of the Project;
- (e) Purchasing Condominiums at foreclosure or judicial sales, in the name of the Association or its designee, corporate or otherwise, and selling, leasing, encumbrancing, voting the vote appurtenant to or otherwise dealing with Condominiums acquired by the Association;
- (f) Executing all declarations of ownership for tax assessments purposes with regard to the Common Areas on behalf of all Owners;
- (g) Borrowing funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Association sees fit;
- (h) Dedicating or transferring all or any part of the Common Areas or easements therein to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association;
- (i) Limiting the hours of use and the number of guests of members using the Common Areas;

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(j) Charging reasonable fees for the use of any recreational facility situated upon the Common Areas or for the use of parking areas for trailers, boats, etc.;

(k) Suspending the voting rights and the right to use any Common Areas by an owner for any period during which any assessment against his Condominium remains unpaid and suspending such voting rights and such rights of use for a period not in excess of thirty (30) days for any infraction of the Association's rules and regulations;

(l) To operate and maintain, or provide for the professional operation and maintenance of all Common Areas and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject;

(m) To make, establish, promulgate, amend and repeal the rules and regulations governing the Project;

(n) To appoint and remove members of the Architectural Committee;

(o) To employ professional management for the operation of the Project and the Association and to replace any such professional management as expeditiously as possible upon termination, resignation or discharge; to enter into a maintenance service contract with any person,

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corporation or other entity for the maintenance of the Project; provided that any such contracts or employment shall be terminable by the Association upon thirty (30) days written notice for cause and shall not exceed a one-year term, renewable by agreement of the parties for successive one-year periods;

(p) The powers of the Association provided for in this Declaration are by way of illustration only and nothing herein shall prevent the Association exercising additional powers not inconsistent with this Declaration.

7.05. Liability. The Association's officers and Directors shall not be personally liable to the Owners or others for any mistake or judgment or for any acts or omissions made in good faith. The Association's officers and directors shall be indemnified by the Owners and the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon any of them in connection with any proceeding to which any of them may be a party, or in which any of them may become involved, by reason of their being or having been an officer or director of the Association, or any settlement thereof, whether or not they are an officer or director at the time such expenses are incurred, except in such cases wherein the officer or director is adjudged to have committed willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interests of the Association. The liability of any Owner arising

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out of any contract made by the Association or out of the afore-  
said indemnity in favor of the Association's officers and  
directors shall be limited to such proportion of the total  
liability thereunder as his fractional interest in the Common  
Areas; provided, however, that nothing herein shall be deemed to  
impose on any Owner any liability which would not otherwise exist  
other than the within indemnity. Notwithstanding the duty of the  
Association to maintain and repair portions of the Project as  
hereinbefore specified, the Association, its officers and  
directors shall not be liable to Owners, tenants, occupants or  
others for injury or damage other than the cost of maintenance  
and repair, caused by any latent condition, the elements or  
others, including Owners.

7.06. Articles, Bylaws and Rules. The Articles of  
Incorporation, Bylaws and rules and regulations of the  
Association shall provide for voting majorities, quorums,  
notices, meeting dates and other rules governing the Association.

7.07 Registered Agent. The Registered Agent of the corpor-  
ation is Garry M. Goodsell, 66 E. Center Street, Cedar City, Utah  
84720.

## SECTION 8

### ARCHITECTURAL COMMITTEE

8.01. Organization. There shall be established an  
Architectural Committee consisting of three (3) members who shall  
be appointed by the Board and who shall serve for a term of one  
(1) year.

8.02. Duties. It shall be the duty of the Architectural  
Committee to consider and act upon any and all proposals or plans

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submitted to it pursuant to the terms hereof, to adopt architectural Committee Rules, to perform other duties delegated to it by the Board, and to carry out all other duties imposed upon it by the Declaration.

8.03. Architectural Committee Rules. The Architectural Committee may, from time to time and in its sole and absolute discretion, adopt, amend and repeal by unanimous vote or written consent, rules and regulations, to be known as "Architectural Committee Rules." Said Rules shall set forth the standards and procedures for Architectural Committee review and the guidelines for architectural design, placement of building, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project by the Committee. Any proposal or plan submitted to the Architectural Committee for consideration and approval shall be acted upon by the Architectural Committee within thirty (30) days of submission to the Architectural Committee. If the Architectural Committee does not approve or disapprove or otherwise act on such proposal or plan within thirty (30) days of the date of submission, the proposal or plan shall be deemed approved.

8.04. Liability. Neither the Architectural Committee nor any Member thereof, shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of:

(a) The approval or disapproval of any plans, drawings, or specifications, whether or not defective;

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(b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or

(c) The development of any property within the Project.

SECTION 9

ASSESSMENTS

9.01. Liability for Assessments. The Declarant, for each condominium owned within the project, hereby covenants and each owner of any Condominium by acceptance of deed or contract of sale therefor, whether or not it shall be so expressed in such deed or contract of sale, is deemed to covenant and agree to pay to the Association: (a) Annual assessments or charges which shall include an adequate reserve fund for maintenance, repair or replacement of Common Area, (b) general special assessments for capital improvements, (c) individual special assessments levied against individual Condominium Owners to reimburse the Association as provided herein, and (d) such other assessments as are provided or permitted herein. Such assessments are to be established and collected as provided for herein and in the Articles of Incorporation and Bylaws of the Association. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the entire project and for the improvement and maintenance of the Common Area for the common good of the Project. The annual, general special, individual special assessments and such other assessments, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien upon the property against

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which each such assessment is made. Each such assessment together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fee was due. The personal obligations for delinquent assessment shall also pass to a successor in title. Notice of all assessments shall be given in writing by the Board of the Owner(s) affected thereby.

9.02. Allocation of Assessments Except as otherwise provided herein, both annual and special assessments shall be levied upon the following basis: Each Unit shall be allocated a certain percentage of the yearly budget on the basis of the par value assigned to each Unit as set out in Exhibit "A". The percentage allocated to each Unit shall be determined by dividing the par value of each particular Unit by the total par value of all the Units combined which total shall change as Units are added to convertible land or to annexed land. Such percentage of the yearly budget shall equal the yearly assessment for each Unit. Said yearly Association budget shall not include recreation dues or Brian Head City Utility assessments which amounts shall be assessed directly by the Recreation Association and the Brian Head Utility District.

The monthly assessment therefore shall be one-twelfth (1/12) of the yearly assessment plus monthly recreation association dues and monthly Brian Head City Utility assessments.

The method for allocating assessments among the annexed units shall be the same as hereinabove set forth.

The Board of Directors of the Association shall fix the annual assessments. Without limiting the implied or specified

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powers of the Association, that portion of said assessment allocable to any reserve may be assessed separately; provided, however, that in the event of such separate assessment such funds shall be segregated from the other funds of the Association. Such reserve assessment shall be assessed, paid, and enforced in the same manner as provided for annual assessments hereunder. In no event shall the annual assessments be less or greater than that necessary to raise revenue sufficient to pay for all common expenses, including adequate reserves, for the year for which such assessments are levied. Annual assessments shall be due in twelve (12) equal monthly installments payable in advance on the first of each month. The first assessment shall be levied within sixty (60) days of the recordation of the Declaration of Covenants, Conditions and Restrictions. The first installment of such assessment shall be due and payable on the first day of the calendar month next succeeding the date of assessment.

9.03. Amendment of Assessments. In the event the annual assessment proves to be insufficient, for any reason whatsoever, including, but not limited to, increased expenses, emergencies or delinquencies, the budget and assessments therefor may be amended at any time by the Board of Directors but shall be limited to an amount not to exceed one hundred twenty-five percent (125%) of the annual assessment, provided that any such assessment in excess of one hundred twenty-five percent (125%) of the annual assessment shall have the vote or written assent of members representing fifty-one percent (51%) of the voting power in the Association as provided in Section 9.07.

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9.04. General Special Assessments. In addition to the annual assessments, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any new capital improvement upon the Common Areas, including fixtures and personal property related thereto, or to make any general or emergency repairs, provided that any such assessment in excess of Fifteen Thousand Dollars (\$15,000.00) shall have the vote or written assent of members representing fifty-one percent (51%) of the voting power in the Association as provided in Section 9.07.

9.05. Individual Special Assessments. Whenever under any provision of this Declaration an Owner shall be obligated to do any act or thing or to refrain from doing any act or thing, the Association shall be entitled, but shall not be obligated, to do any such act or thing required of the Owner, or to do anything necessary to rectify any act or omission by an Owner in violation of this Declaration, all on behalf of and at the cost and for the account of said Owner, and in such event the Association may levy an individual special assessment against such Owner and his Condominium to reimburse the Association for the cost thereof. A special assessment against a member to reimburse the Association for costs incurred in bringing the member and his condominium into compliance with the provisions of the condominium documents shall be assessed only against that member and his condominium.

9.06. Other Assessments. Any assessment provided for elsewhere herein may be enforced as provided for in this Section 9.

9.07. Notice and Quorum for Any Action Authorized Under Section 9.02. Any action authorized under Section 9.02 shall be

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taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) nor more than ninety (90) days in advance of the meeting. A quorum for such meetings shall be fifty-one percent (51%) of the members entitled to vote on such action. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting. If the proposed action is favored by a majority of the votes cast at such meeting but such vote is less than the requisite fifty-one percent (51%) of all members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officer of the Association not later than thirty (30) days from the date of such meeting.

9.08. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all condominiums on the first day of the month following the recordation of these Amended Declaration of Covenants, Conditions and Restrictions. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board shall fix the amount of the annual assessment against each condominium at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board.

9.09. Interest and Waiver. If assessments and installments thereon are not paid on or before ten (10) days after the date

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when due, the Board, at its sole and absolute discretion, shall assess a reasonable late fee and said late fee and assessment shall bear interest at the rate of eighteen percent (18%) from the date when due until paid. The Board may accelerate the remaining installments of the assessment upon notice thereof to the owner and thereupon the unpaid balance of the assessment shall come due on the date stated in the notice. All payments on account shall be first applied to expenses of collection, second to late fees and interest and then to the assessment payment due. The Association may bring any action at law or in equity against the Owner personally obligated to pay the same, and/or foreclose the lien against the property.

9.10. Lien Enforcement. The provisions of the Utah Condominium Ownership Act or any successor statute or statutes are hereby adopted and incorporated herein for the purpose, among other things, of establishing the manner in which assessments and other charges referred to herein shall be and become a lien upon the Condominiums, the priority of such liens, and the manner in which they may be enforced. Any lien so created shall secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or the enforcement of such lien.

9.11. Subordination. Notwithstanding all other provisions hereof, any lien assessments provided for herein shall be subordinate to the lien of any first Mortgage upon any Condominium. Sale or transfer of any Condominium shall not affect the assessment lien. However, the sale or transfer of any Condominium pursuant to judicial or nonjudicial foreclosure of a

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first mortgage or any conveyance in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Condominium from lien rights for any assessments thereafter becoming due. Where the Mortgagee of a first mortgage of record or other purchaser of a Condominium obtains title to the same as a result of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Condominium which became due prior to the acquisition of title to such Condominium by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Condominiums including such acquirer, his successors and assigns.

9.12. Estoppel Certificate. The Association shall furnish or cause an appropriate officer to furnish, upon demand by any person, a certificate signed by an officer of the Association setting forth whether the assessments on a specified condominium have been paid. A properly executed certificate of the Association as to the status of assessments on a condominium is binding upon the Association as of the date of its issuance.

9.13. Personal Liability of Owner. No owner may exempt himself from personal liability for assessments levied by the Association, nor release the condominium owned by him from the liens and charges thereof by waiver of the use or enjoyment of any of the common area or by abandonment of his condominium.

9.14. Taxation of Association. In the event that any taxes are assessed against the common area or the personal property of

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the Association, rather than against the individual condominiums, said taxes shall be added to the annual assessments and, if necessary, a special assessment may be levied against the condominium in an amount equal to said taxes, to be paid in four (4) installments, thirty (30) days prior to the due date of each tax installment.

9.15. Capitalization of Association. Upon acquisition of record title to a condominium, each acquiring owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6th) the amount of the then annual assessment for the condominium as determined by the Board. This amount shall be deposited by the buyer into the purchase and sale escrow and disbursed therefrom to the Association. Escrow shall remit these funds to the Homeowners Association and shall be considered a nonrefundable contribution to the Homeowners' Association reserve account. Said amount shall not be considered payment toward monthly assessments.

#### SECTION 10

#### CONVERTIBLE LAND

10.01. Convertible Land. The Subject Land upon which the Project is situated contains Convertible Land within the Common Areas as shown on the Map, and Declarant and its successors in interest shall have the right to use such Convertible Land in accordance with the provisions of the Condominium Act and This Article 10.

10.02. Maximum Number of Units. No more than a total of eight (8) Units may be constructed on all the Convertible Land.

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10.03. Restrictions on Use. All Units to be constructed on any Convertible Land in the Project shall be restricted exclusively to residential purposes. All such Units and any Convertible Land upon which Units are not constructed shall be subject to the restrictions on use set forth in this Declaration.

10.04. Compatibility of Buildings. All Buildings erected on any Convertible Land shall be compatible with all other Buildings in the Project in terms of quality of construction, principal materials used and architectural style.

10.05. Types of Units. The Units to be constructed on the Convertible Land shall be either substantially identical to the Residential Units depicted on the Map or of the types described in "Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded November 9, 1981 in the Office of the County Recorder of Iron County, Utah as Entry No. 231208 as amended by "Supplemental Record of Survey Map for Chalet Village Resort Condominiums Phase A" recorded of even date herewith in the Office of the County Recorder of Iron County, Utah, and construction of any Units not described herein shall be prohibited.

10.06. Limited Common Areas and Facilities. Declarant hereby reserves the right to construct within the Convertible Land such Limited Common Areas and Facilities as Declarant or its successor in interest deems proper and desirable. Such Limited Common Areas and Facilities shall be of the same or similar types, sizes and numbers as are or will be constructed and appurtenant to other Units in the Project.

10.07. Time for Conversion. Declarant or its successor may, from time to time, convert all or any portion of any Convertible Land as provided herein, but no such conversion shall occur after five (5) years from the recording of this Amended Declaration.

10.08. Reallocation of Undivided Interests and Votes. At such time as any Convertible Land is to be converted, if any Units have been or are to be constructed within such Convertible Land, the Declarant or its successor, in accordance with the provisions of the Condominium Act, shall execute and record a new or supplemental record of survey map, and amendment to this Declaration describing the conversion and reallocating the votes and undivided interest in the common area and facilities on the basis of the par values of such units.

#### SECTION 11

#### MORTGAGEE PROTECTION

11.01. Notice of Default. Every first mortgagee shall receive written notice from the Association of any default in performance of any obligation provided for herein, or in the Articles of Incorporation, Bylaws or rules and regulations of the Association by an Owner whose Condominium is subject to a mortgage of such mortgagee. A mortgagee shall only be entitled to notice of default pursuant to this Section if prior to such default the mortgagee delivers to the Association a written request for such notice specifying the address to which such notice is to be sent. The Association shall be deemed to have complied with this Section if such notice is mailed, postage prepaid, to the mortgagee at such address.

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11.02. Prior Approval. The prior written approval of seventy-five percent (75%) of the holders of first mortgage liens on Condominiums in the Project will be required for the following:

(a) The abandonment or termination of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(b) Any material amendment to the Declaration or to the Bylaws of the Association, including, but not limited to, any amendment which would change the percentage interests of the Condominium Owners in the Project other than as provided for in the convertible land provisions of these Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions;

(c) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Project.

11.03. Partition. No Unit in the Project may be partitioned or subdivided without the prior written approval of the holder of any first mortgage lien on such Unit.

11.04. Inspection and Notice. Any holder of a first mortgage on a Unit in the Project will, upon request, be entitled to: (a) Inspect the books and records of the Project during normal business hours; (b) receive an annual audited financial statement of the Project within ninety (90) days following the

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end of any fiscal year of the Project; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

11.05. Damage or Destruction. In the event of substantial damage to or destruction of any Unit or any part of the common elements, the holder of any first mortgage on a Condominium requesting such notice will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Project will entitle the Owner of a Condominium or other party to priority over such holder with respect to the distribution to such Condominium of any insurance proceeds.

11.06. Condemnation and Eminent Domain. If any Condominium or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Condominium will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Project will entitle the owner of a Condominium or other party to priority over such holder with respect to the distribution to such Condominium of the proceeds of any award or settlement.

11.07. Invalidation of First Mortgage. No breach of this Declaration shall defeat or render invalid the lien of any first mortgage made in good faith and for value, but this Declaration shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

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SECTION 12

INSURANCE

12.01. Insurance. The building and improvements within the Project shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, and all common personalty shall be insured to its value, all as determined annually by the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings within the Project.

12.02. Public Liability. The Association shall obtain and maintain public liability insurance in such amounts and with such coverage as shall be deemed advisable, but in any event, not less than One Million (\$1,000,000.00) Dollars covering all claims for personal injury and/or property damage arising out of a single occurrence.

12.03. Workmen's Compensation. The Association shall obtain and maintain workmen's compensation insurance to meet the requirements of law.

12.04. Fidelity Coverage. The Association shall obtain Fidelity Coverage insuring against dishonest acts of officers, directors, employees and all others who are responsible for handling funds of the Association.

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12.05. Other Insurance. The Association shall obtain and maintain such other insurance as the Association shall determine from time to time to be desirable.

12.06. Named Insured. The named insured shall be the Association individually and as agent for the Owners without naming them, and shall include the first mortgagee of Condominiums, as their interests may appear. Such policies shall provide the payments for losses thereunder by the insurer shall be paid to the Association, to be held and expended as herein provided.

12.07. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy, or abandonment of a Condominium or its appurtenances or of the Common Areas by an Owner shall be assessed against that Owner.

12.08. Adjustment. Exclusive authority to adjust all claims under policies hereafter in force on the Project shall be vested in the Association or its authorized representatives.

12.09. Contribution. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

12.10. Owner Insurance. Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association in behalf of all of the Owners, may realize under any

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insurance policy which the Association may have in force on the Project at any particular time. Any Owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance. All insurance policies obtained by an Owner shall include a waiver of subrogation clause.

12.11. Proceeds of Insurance. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) If the damage for which the proceeds are paid is to be reconstructed or repaired, the proceeds shall be used to defray the cost thereof as herein provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners in proportion to their interests in the Common Areas, remittances to Owners and their first mortgagees being payable jointly to them.

(b) If it is determined in the manner herein provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, except as provided in Section 12 hereof, remaining proceeds shall be distributed to the beneficial Owners of the damaged improvements (including the Association with respect to the Common Areas) as their interest may appear in such a way as to give consideration to the relative degree of damage to such improvements and the relative original value of improvements which have sustained the same degree of damage, remittance

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to Owners and their first mortgagees being payable jointly to them.

SECTION 13

RECONSTRUCTION OR REPAIR AFTER CASUALTY

13.01. Reconstruction or Repair. If any part of the Project shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) If fifty percent (50%) or more of the Units are found by the Association to be tenantable after the casualty, the damaged property shall be reconstructed or repaired.

(b) If more than fifty percent (50%) of the Units are found by the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the Condominium Project terminated shall be determined in the following manner:

(1) Immediately after the casualty, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after the determination of the amount of insurance proceeds and the cost to rebuild or repair, the Association shall give notice to all Owners and first mortgagees of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Owners to be held within thirty (30)

days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by Owners representing at least seventy-five percent (75%) of the voting power in the Association, at least fifty percent (50%) of the Owners in interest in the Common Areas, and seventy-five percent (75%) of the holders of first mortgages against the Units, the damaged property will be reconstructed or repaired; but if not so approved, the Condominium Project shall be terminated. Such approval may be expressed by vote or in writing filed with the Association at or prior to the meeting. The expense of such determination shall be assessed against all Owners in proportion to their interests in the Common Areas.

13.02. Plans. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or if not, then according to plans and specifications approved by the Association, and if the damaged property is a residential building, also by the Owners of all damaged Units, which approvals shall not be unreasonably withheld.

13.03. Responsibility. The responsibility of reconstruction and repair after casualty shall be that of the Association. Any reconstruction undertaken pursuant to the foregoing provisions shall cover only the exterior and structural components of the damaged or destroyed building or buildings and such other damage to such buildings as may be covered by insurance maintained by the Association. If a destroyed building is so rebuilt, the Owner of any Unit therein shall be obligated

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to repair and rebuild the damaged portions of such Unit in a good and workmanlike manner at such Owner's expense.

13.04. Additional Assessment. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be proportionate to the Owner's undivided interest in the Common Areas.

13.05. Disbursements. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the funds in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner that is attributable to assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

13.06. Condemnation. The awards to which the Owners shall be entitled as a result of the taking of a portion of a Unit or of the Common Areas by eminent domain shall be utilized in the same manner as proceeds from insurance on account of casualty except as hereinafter set forth. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association and in the event of failure to do so, in the

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discretion of the Association, a special assessment shall be made against a defaulting Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Owner. When the Condominium Project is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(a) Tenantable. If the taking reduces the size of a Unit and the remaining portion of that Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium Project:

(1) The Unit shall be made tenantable and if the cost of such work exceeds the amount of the award, the additional funds shall be assessed against the Owner of the Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Unit and to the mortgagee of the Unit, the remittance being payable jointly to such Owner and mortgagee.

(3) If the floor space of the Unit is reduced, the share in the Common Area appurtenant to the Unit, the Unit's voting power, and liability for assessments shall not be adjusted.

(b) Untenantable. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the

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following changes shall be effected in the Condominium Project:

(1) The market value of the Condominium Project of which the Unit is an element, immediately prior to the taking, shall be paid to the Owner of the Condominium and to each mortgagee of the Condominium, the remittance being payable jointly to the Owner and the mortgagee.

(2) The remaining portion of such Unit, if any, shall become a part of the Common Areas and shall be placed in condition for use by all of the Owners', in the manner approved by the Association; provided, however, that if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Areas.

(3) The shares in the Common Areas appurtenant to the Units which continue as a part of the Condominium Project shall be equitably adjusted to distribute the ownership of the Common Areas among the reduced number of Owners by recomputing the shares of such continuing owners in the Common Areas as a percentage of the total of the shares of such Owners as they existed prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to restore the remaining portion of the Unit in condition for use as a part of the Common Areas, the funds required for restoring the remaining

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portion shall be raised by assessments against all of the Owners who will continue as Owners of Condominiums after the changes in the Condominium Project effected by the taking. Such assessments shall be made in proportion to the shares of such Owners in the Common Areas after the changes effected by the taking.

13.07. Amendment. The changes in Units, in the Common Areas, the ownership of Common Areas, and in shares of liability for common expenses which are effected by eminent domain, shall be evidenced by an amendment to this Declaration which need be approved only by a majority of the directors of the Association.

#### SECTION 14

#### TERMINATION

14.01. Termination. The Condominium Plan of ownership may be terminated as herein provided in addition to the manner provided by the Act.

14.02. With Vote. The Condominium Plan of ownership may be terminated at any time by approval in writing by at least one hundred percent (100%) of all Owners and all lien holders.

14.03. Certificate. The termination of the Condominium Plan of ownership shall be evidenced by a certificate of the Association executed by its president, and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Official Records of Iron County, Utah.

14.04. Undivided Interests. After termination of the Condominium Plan of Ownership the Owners shall own the Condominium property and all assets of the Association as tenants in

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common (in undivided shares), and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. Such undivided shares of the Owners shall be the same as the undivided interest in the Common Areas appurtenant to the Owners' Units prior to the termination.

SECTION 15

MISCELLANEOUS

15.01 Recreation Association. All Owners in Chalet Village Resort Condominium Phase A shall maintain membership in the Chalet Village Recreation Association and must pay the Recreation Association dues associated therewith.

15.02. Runs With Land. This Declaration shall run with the land, and shall continue in full force and effect until it is terminated as provided for in Section 14 hereof or amended as provided in Section 15.03. Each purchaser by accepting a deed to a Condominium accepts the interest thereby conveyed subject to all of the provisions of this Declaration and agrees to be bound thereby. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project.

15.03. Amendment. The provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by the record Owners representing sixty-seven percent (67%) of the voting power in the Association and at least seventy-five percent (75%) of the holders of first mortgages, which amendment shall be effective upon recordation in the Office of the County Recorder, Iron County, Utah.

~~# 2927~~  
~~BOOK 401 PAGE 538~~  
BOOK 402 PAGE 398  
- 58 - #29320

~~BOOK 401 PAGE 320~~  
#292859

15.04. Severable Provisions. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforcement of any other provision hereof.

15.05. Power of Attorney. An irrevocable power of attorney coupled with an interest is granted by the Owners to the Association to the extent of the powers and rights given to the Association by the provisions of this Declaration.

15.06. Captions. The captions of this Declaration are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Declaration, nor are intended in any way to affect this instrument.

15.07. Intent and Purpose. The provisions of this Amended Declaration shall be liberally construed to achieve the goal and intent of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision, restriction, covenant or condition of this Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provisions, restrictions, covenants or conditions.

15.08. Construction. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act and to all other provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and



reference only and are not intended to describe, interpret, define or otherwise affect the content, meaning, or intent of this Declaration or any Article, Section, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

15.09. Registration of Mailing Address. Each Owner shall register with the Association his current mailing address. All notices or demands intended to be served upon any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the Owner at his registered mailing address, or if no address has been registered, to the Unit of such Owner. All notices or demands intended to be served upon the Association may be sent by first class U.S. registered or certified mail, postage prepaid, addressed to the Association at its offices at the Chalet Village Hotel, 1 Chalet Drive, Brian Head, Utah 84719, or to such other address as the Association may hereafter furnish to the Owners in writing. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. mail, postage prepaid, addressed as provided herein.

15.10. Audit. At any reasonable time, upon appointment and at his own expense, any Owner may cause an audit or inspection to be made of the books and records maintained by the Association.

15.11. Agent for Service. The person to receive service of process in the cases provided by the Condominium Act shall be the then current registered agent of the Association as shown on the corporate records maintained in the office of the Secretary of

~~#29287~~  
BOOK ~~401~~ PAGE ~~540~~      BOOK 402 PAGE 400 #213320      BOOK ~~401~~ PAGE ~~322~~ #292854

State of the State of Utah. As of the date of this Declaration of Condominium the registered agent of the Association is Garry M. Goodsell whose address is 66 E. Center Street, Cedar City, Utah 84720.

15.12. The Association shall not be liable for any failure of water service or other utility service to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another owner or person in the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of one of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by the grossly negligent or intentional act of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the Project or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental authority.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first above written.

CHALET CORPORATION, a Utah Corporation

By: Vincent J. Carroll, PRESIDENT  
Vincent J. Carroll, President

By: Stephen V. Schmidt, ATTORNEY IN FACT  
Stephen V. Schmidt, Attorney-in-Fact

Garry M. Goodsell  
Garry M. Goodsell, Resident Agent  
Chalet Village Resort Condominiums Phase A  
Owners Association

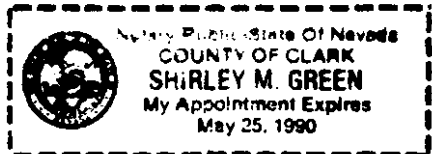
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~~BOOK 401 PAGE 541~~      BOOK 402 PAGE 401      - 61 - #73320      ~~BOOK 401 PAGE 323~~  
#292854

STATE OF Nev )  
 ) ss.  
COUNTY OF CLARK )

On this 28th day of July, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared STEPHEN V. SCHMIDT, Attorney-in-Fact for Vincent J. Carroll, President of Chalet Corporation, and acknowledged before me that he executed the foregoing Declaration of Covenants, Conditions and Restrictions for CHALET VILLAGE RESORT CONDOMINIUMS PHASE A as such Attorney-in-Fact of said owners and at their discretion, as the act and deed of said owners for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Shirley M. Green  
NOTARY PUBLIC

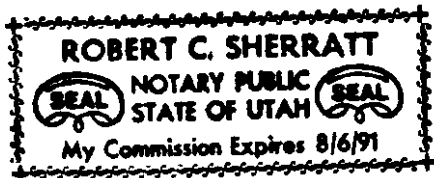


STATE OF Utah )  
 ) ss.  
COUNTY OF Iron )

On this 2nd day of August, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared before me GARRY M. GOODSSELL, who, being by me first duly sworn, did say the he is the Resident Agent of CHALET VILLAGE RESORT CONDOMINIUMS PHASE A OWNERS ASSOCIATION, and that he is the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Robert C. Sherratt  
NOTARY PUBLIC



Residing in: Cedar City, Utah

~~#292781~~ BOOK 402 PAGE 402  
~~BOOK 401 PAGE 542~~ #293320  
- 62 - ~~BOOK 401 PAGE 324~~ #292854

EXHIBIT "A"

TYPE OF UNIT

ASSIGNED PAR VALUE

Studio	1,000
1 BR Units	1,500
1 BR w/Loft	2,000
2 BR Units	2,000
2 BR w/Loft	2,500
3 BR Units	2,500

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# 283320

~~BOOK 401 PAGE 325~~  
# 292854

This continuation is given to further clarify and to state the specific undivided ownership in the common area for each unit as required by statute.

**EXHIBIT "A"**  
(continuation)

<u>UNIT NO.</u>	<u>PAR VALUE</u> <sup>1</sup>	<u>UNDIVIDED INTEREST</u> <sup>2</sup>	<u>VOTES</u>
1A	2,500	3.1%	3.1
2A	2,500	3.1%	3.1
3A	2,500	3.1%	3.1
4A	2,500	3.1%	3.1
5A	2,500	3.1%	3.1
6A	2,500	3.1%	3.1
7A	2,500	3.1%	3.1
8A	2,500	3.1%	3.1
9A	2,500	3.1%	3.1
10A	2,500	3.1%	3.1
11A	2,500	3.1%	3.1
12A	2,000	2.5%	2.5
13A	2,000	2.5%	2.5
14A	2,000	2.5%	2.5
15A	2,000	2.5%	2.5
16A	2,000	2.5%	2.5
17A	2,000	2.5%	2.5
18A	2,000	2.5%	2.5
19A	2,000	2.5%	2.5
1B	1,000	1.3%	1.3
2B	1,000	1.3%	1.3
3B	1,000	1.3%	1.3
4B	1,000	1.3%	1.3
5B	1,000	1.3%	1.3
6B	1,000	1.3%	1.3
7B	1,000	1.3%	1.3
8B	1,000	1.3%	1.3
9B	1,000	1.3%	1.3
10B	1,000	1.3%	1.3
11B	1,000	1.3%	1.3
12B	1,500	1.8%	1.8
13B	1,500	1.8%	1.8
14B	1,500	1.8%	1.8
15B	1,500	1.8%	1.8
16B	1,500	1.8%	1.8
17B	1,500	1.8%	1.8
18B	1,500	1.8%	1.8
19B	1,500	1.8%	1.8

20	1,500	1.8%	1.8
21	1,500	1.8%	1.8
22	2,000	2.5%	2.5
23	2,000	2.5%	2.5
24	1,500	1.8%	1.8
25	1,500	1.8%	1.8
26	2,000	2.5%	2.5
27	2,000	2.5%	2.5
	<hr/>	<hr/>	<hr/>
<b>TOTALS:</b>	<b>80,500</b>	<b>100%</b>	<b>100</b>

1. Par value has been determined on the basis of sizes, heights above the ground, views, amenities, permissible uses and other characteristics that might result in differences in market value, but should not be deemed to reflect or control the sales price or fair market value of any Unit.

2. Undivided interest percentages have been computed on the basis of the par values, as shown above, and rounded off.

EXHIBIT "B"

PARCEL 1: BEGINNING at a point which is North 1237.59 feet and East 763.84 feet from the Southwest corner of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian; thence North 33°15'14" East, 16.00 feet; thence along the arc of a curve to the left, radius point for said curve bears North 0°45'00" West, 25.00 feet, a distance of 48.87 feet; thence North 33°15'14" East, 224.26 feet; thence North 56°44'46" West, along the Southwesterly boundary of CHALET VILLAGE RESORT CONDOMINIUMS, Phase I according to the Official Plat thereof, on file in the Office of the Iron County Recorder, a distance of 83.00 feet, thence South 33°15'14" West, 275.00 feet; thence South 52°07'27" East, 82.81 feet to the Point of Beginning.

PARCEL 2: Beginning at the most Southerly corner of CHALET VILLAGE RESORT CONDOMINIUMS PHASE II, Brian Head, Iron County, Utah; thence North 16°55'30" East, 53.72 feet along the Easterly line of said Phase II; thence South 57°27' East, 2.37 feet; thence North 32°33' East, 48.40 feet; thence North 57°27' West 15.91 feet; thence North 16°55'30" East, 48.16 feet; to the most Easterly corner of said Phase II, thence South 56°44'46" East, 264.76 feet; thence South 33°15'14" West, 543.44 feet along the Northwesterly right of way line of Highway U-143; thence along the arc of a curve to the right, radius point for which bears North 56°43'23" West, 2780.23 feet, a distance of 167.52 feet; thence North 8°47'30" East 288.24 feet; thence along the arc of a curve to the right, having a radius of 643.87 feet, a distance of 81.41 feet; thence North 16°02'10" East, 30.55 feet; thence along the arc of a curve to the right, having a radius of 94.08 feet, a distance of 29.56 feet to a P.R.C.; then along the arc of a curve to the left, having a radius of 24.68 feet, a distance of 12.93 feet; thence North 4°01'39" East, 110.26 feet; thence along the arc of a curve to the left, having a radius of 88.70 feet, a distance of 43.17 feet; thence North 23°51'23" West, 19.53 feet; thence along the arc of a curve to the left, having a radius of 28.53 feet, a distance of 26.15 feet; thence North 76°22'48" West, 22.18 feet; thence North 33°15'14" East, 22.29 feet to the most Easterly corner of Chalet Village Resort Condominiums, Phase I; thence North 56°44'46" West, 8.94 feet; thence along the Southerly line of Chalet Village Resort Condominiums Phase II, as follows: thence South 76°22'48" East, 23.11 feet; thence along the arc of a curve to the right, having a radius of 52.53 feet, a distance of 48.15 feet; thence South 23°51'23" East, 4.41 feet; thence South 56°44'46" East, 30.55 feet to the point of beginning.

SUBJECT TO AND TOGETHER WITH a 24 foot wide utility and roadway easement over the Southwesterly 24 feet of the above described parcel, the centerline of which is described as follows:

Beginning at a point which is North 1114.12 feet and East 1055.47 feet from the Southwest corner of Section 2, Township 36 South, Range 9 West, Salt Lake Base and Meridian; (said point being on the Westerly right of way line of U-143) and running thence North 08°47'30" East, 265.35 feet; thence along the arc of a curve to the right having a radius of 631.87 feet; a distance of 79.89 feet;

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~~BOOK 401 PAGE 544~~ BOOK 402 PAGE 406  
#298977 #213320

~~BOOK 401 PAGE 326~~  
#292854

EXHIBIT "B" (Continued)

thence North 16°02'10" East, 30.55 feet; thence along the arc of a curve to the right having a radius of 82.08 feet; a distance of 25.79 feet; to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 36.68 feet, a distance of 19.21 feet; thence North 04°01'39" East, 110.26 feet; thence along the arc of a curve to the left having a radius of 100.70 feet a distance of 49.01 feet; thence North 23°51'23" West, 19.53 feet; thence along the arc of a curve to the left, having a radius of 40.53 feet a distance of 37.15 feet; thence North 76°22'48" West, 25.19 feet; thence North 56°44'46" West, 26.13 feet to the end of said Utility and Roadway Easement.

PARCEL 3: Commencing at the most Southerly corner of CHALET VILLAGE RESORT CONDOMINIUMS, Phase II; thence North 16°55'30" East, 53.72 feet along the Easterly line of said Phase II, to the True Point of Commencement; thence South 57°27' East, 2.37 feet; thence North 32°33' East, 48.40 feet; thence North 57°27' West, 15.91 feet; thence South 16°55'30" East, 50.26 feet to the True Point of Commencement.

\* \* \* \* \*

~~BOOK 401 PAGE 545~~      ~~BOOK 402 PAGE 407~~      ~~BOOK 401 PAGE 327~~  
*49207*      *# 28320*      *# 292859*



CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 28<sup>TH</sup> day of JULY 1989.

OWNER(S)

UNIT(S)

Vincent J. Carroll, President  
CHALET CORPORATION  
BY: STEPHEN V. SCHMIDT  
ATTORNEY IN FACT

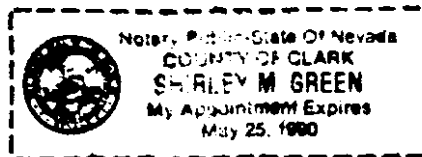
1A, 8A, 13A, 9B, 15B, 17B

STATE OF NEVADA )  
COUNTY OF CLARK ) : ss.

On the 28<sup>TH</sup> DAY of JULY, 1989, personally appeared before me STEPHEN V. SCHMIDT ATTORNEY IN FACT FOR VINCENT J. CARROLL, PRESIDENT, CHALET CORPORATION who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Shirley M Green  
Notary Public  
Residing: Las Vegas, Nev

My Commission Expires:  
May 25, 1990



~~BOOK 401 PAGE 546~~      -66- BOOK 402 PAGE 408 #29320  
~~BOOK 401 PAGE 328~~ #292854

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 20 day of June 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>[Signature]</u>	<u>2A</u>
<u>[Signature]</u>	

STATE OF Nevada )  
COUNTY OF Clark ) : ss.

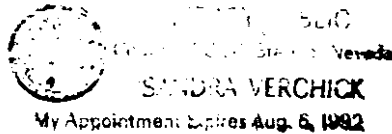
On the 20th of June, 1989, personally appeared before me Jack J. Weaver & Louise D. Renhard

who duly acknowledged to me that they <sup>have</sup> read and fully understands the foregoing Consent and Agreement, executed the same of ~~his~~ <sup>their</sup> own volition and for the purposes set forth, and that they <sup>were</sup> acting under no constraint or undue influence whatsoever.

My Commission Expires:

8/6/92

[Signature]  
Notary Public  
Residing Las Vegas NV



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BOOK 402 PAGE 409

# 293320

BOOK 401 PAGE 329

# 292859

~~BOOK 401 PAGE 547~~

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 15<sup>th</sup> day of June 1989.

OWNER(S)  
Ingrid S  
LAND EQUITIES CORP.

UNIT(S)  
3A

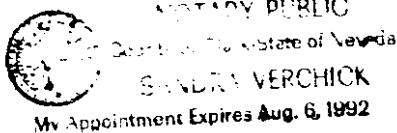
STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On the 15th of June, 19 89, personally appeared before me Ingrid Magdenko

who duly acknowledged to me that she has read and fully understands the foregoing Consent and Agreement, executed the same of ~~his~~<sup>her</sup> own volition and for the purposes set forth, and that she was acting under no constraint or undue influence whatsoever.

Sandra Verchick  
Notary Public  
Residing: Las Vegas, Nev.

My Commission Expires:  
8/6/92



BOOK 402 PAGE 410  
#293320

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8/2/92  
BOOK 401 PAGE 548

BOOK 401 PAGE 330  
#292854

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 14th day of June 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>John D. Taylor</u>	<u>4A</u>
<u>Patricia W. Taylor</u>	<u>4A</u>
<u>Edward Locks</u>	<u>4A</u>
<u>Jacqueline Locks</u>	<u>4A</u>

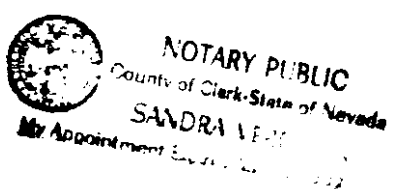
STATE OF Nevada )  
 COUNTY OF Clark ) : ss.

On the 14th of June, 1989, personally appeared before me John D. Taylor, Patricia W. Taylor, Edward Locks, Jacqueline Locks

who duly acknowledged to me that <sup>they have</sup> read and fully understands the foregoing Consent and Agreement, executed the same of <sup>their</sup> own volition and for the purposes set forth, and that <sup>they were</sup> acting under no constraint or undue influence whatsoever.

Sandra Verchick  
 Notary Public  
 Residing: Las Vegas, Nev

My Commission Expires:  
8/6/92



2/6/92 -69-  
 BOOK 401 PAGE 549    BOOK 402 PAGE 411  
 #213320

BOOK 401 PAGE 331  
 #212859

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 11<sup>th</sup> day of July 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>Douglas A. Koel</u>	<u>5A</u>
<u>Theresa McGehee-Koel</u>	

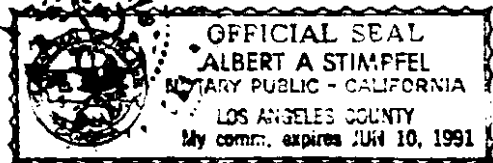
STATE OF California )  
 COUNTY OF Los Angeles ) : ss.

On the 11th of July, 19 89, personally appeared before me Douglas Allan Koel and ~~XXXXXXXXXXXX~~  
Gloria C. McGehee Koel

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Albert A. Stimpfel  
 Notary Public  
 Residing: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 26<sup>TH</sup> day of June 1989.

OWNER(S)

UNIT(S)

\* Robert [Signature]

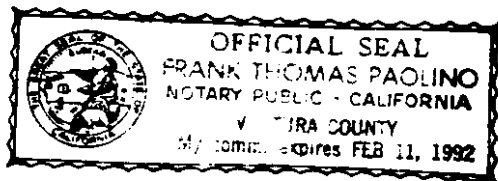
6A

\* Helen Carol Taylor

STATE OF CALIFORNIA

COUNTY OF VENTURA

: ss.



On the 26<sup>TH</sup> of JUNE, 1989, personally appeared before me

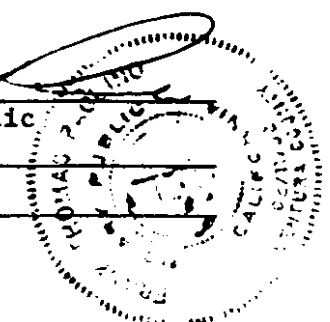
HELEN & MATTHEW TAYLOR  
who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

[Signature]  
Notary Public

My Commission Expires:

11 FEB 1992

Residing: \_\_\_\_\_



CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 15<sup>th</sup> day of June 1989

OWNER(S) James R. Tucker UNIT(S) 7A

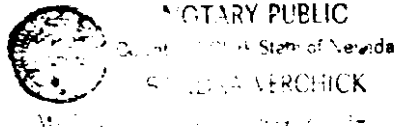
STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On the 15<sup>th</sup> of June, 1989, personally appeared before me JAMES R. TUCKER

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Jandra Verchick  
Notary Public  
Residing: Las Vegas, NV

My Commission Expires: 8/6/92



~~BOOK 401 PAGE 334~~  
~~# 292854~~

~~# 55957~~  
~~BOOK 401 PAGE 552~~

BOOK 402 PAGE 414  
# 293320

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 7<sup>th</sup> day of June 1989.

OWNER(S) John W. Pfeffer & Crystal L. Pfeffer UNIT(S) 9A  
Micro Instrument Corp  
by John W. Pfeffer  
President

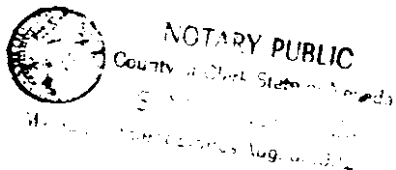
STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On the 7th of June, 19 89, personally appeared before me John W. Pfeffer & Crystal L. Pfeffer

who duly acknowledged to me that they <sup>have</sup> read and fully understands the foregoing Consent and Agreement, executed the same of their own volition and for the purposes set forth, and that they <sup>were</sup> acting under no constraint or undue influence whatsoever.

Sandra Verchick  
Notary Public  
Residing: Las Vegas, Nev

My Commission Expires: 8/6/92



~~BOOK 401 PAGE 335~~  
#292559

~~BOOK 401 PAGE 553~~

BOOK 402 PAGE 415  
#293320



CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 20<sup>th</sup> day of June 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>James W. Teak</u>	<u>10A</u>
<u>Robert E. Bruce, Jr.</u>	
<u>Michael W. Harris</u>	

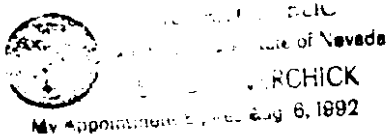
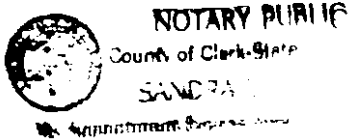
STATE OF Nevada )  
 COUNTY OF Clark ) : ss.

On the 20th of June, 19 89, personally appeared before me James W. Teak and Robert E. Bruce and Michael W. Harris

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint, or undue influence whatsoever.

Sandra Vuchick  
 Notary Public  
 Residing: Las Vegas, Nev

My Commission Expires: 8/6/92



292927  
 BOOK 401 PAGE 554

BOOK 401 PAGE 336  
 #292859

BOOK 402 PAGE 416  
 #293320

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 23rd day of June 1989.

OWNER(S) Donald West UNIT(S) 11A

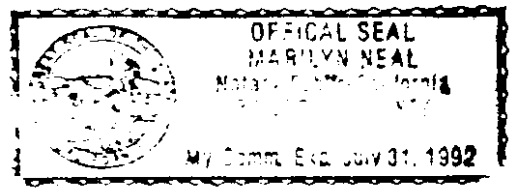
STATE OF California )  
COUNTY OF Orange ) : ss.

On the 26th of June, 1989, personally appeared before me Donald West

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Marilyn Neal  
Notary Public  
Residing: Mesa Valley

My Commission Expires: 7/31/92



~~BOOK 401 PAGE 337~~  
~~#292859~~  
~~BOOK 401 PAGE 355~~  
BOOK 402 PAGE 417  
#293320

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 27<sup>th</sup> day of June 1989

OWNER(S) X Donald F. Peterson UNIT(S) 12A

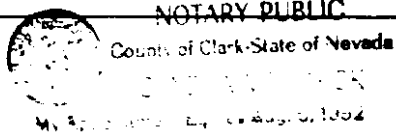
STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On the 27<sup>th</sup> of June, 1989, personally appeared before me DONALD F. PETERSON

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Jandra Verchick  
Notary Public  
Residing: Las Vegas, Nev

My Commission Expires:



-76-  
~~BOOK 401 PAGE 338~~ #292859  
~~BOOK 401 PAGE 556~~  
BOOK 402 PAGE 418 #283320

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 25<sup>TH</sup> day of JULY 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>Steven Lloyd Willson, GENERAL PARTNER</u> <i>BY: Stephen V. Schacht, ATTORNEY IN FACT</i>	<u>14 A</u>
<u>Mason Harvey, GENERAL PARTNER</u> <i>BY: Stephen V. Schacht, ATTORNEY IN FACT</i>	<u>14 A</u>

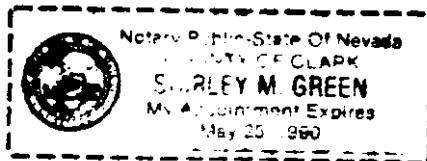
STATE OF NEVADA )  
 COUNTY OF CLARK ) : ss.

On the 25<sup>TH</sup> DAY of JULY, 1989, personally appeared before me STEPHEN V. SCHAIST, ATTORNEY IN FACT FOR STEVEN LLOYD WILLSON AND MASON HARVEY, GENERAL PARTNERS WITH PARTNERSHIP who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

My Commission Expires:

May 25, 1990

Shirley M. Green  
 Notary Public  
 Residing: Las Vegas, Nev



BOOK 402 PAGE 419  
 #293320

~~BOOK 401 PAGE 557~~  
 #292857

BOOK 401 PAGE 339  
 #292857

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 20 day of JUL 19 89.

J. J. Weaver Louise D. Renhard  
OWNER(S) UNIT(S)  
15A

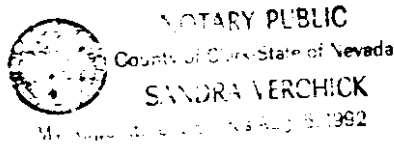
STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On the 20th of June, 19 89, personally appeared before me Jack J. Weaver and Louise D. Renhard

who duly acknowledged to me that they have read and fully understands the foregoing Consent and Agreement, executed the same of their own volition and for the purposes set forth, and that they were acting under no constraint or undue influence whatsoever.

Sandra Verchick  
Notary Public  
Residing: Las Vegas, Nev.

My Commission Expires: 8/16/92



~~552 997~~  
BOOK 401 PAGE 558

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BOOK 402 PAGE 420  
#293320

BOOK 401 PAGE 340  
#292559

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 12 day of July 1989

Madelaine Davis OWNER(S) 16A UNIT(S)

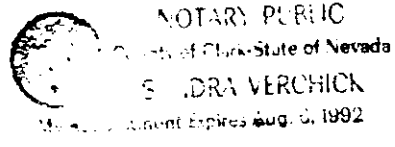
STATE OF NEVADA  
COUNTY OF CLARK : ss.

On the 12 of July, 1989, personally appeared before me MADELINE DAVIS

who duly acknowledged to me that she has read and fully understands the foregoing Consent and Agreement, executed the same of her own volition and for the purposes set forth, and that she was acting under no constraint or undue influence whatsoever.

Sandra Verchick  
Notary Public  
Residing: Las Vegas, Nev

My Commission Expires: 8/6/92



~~BOOK 401 PAGE 559~~ ~~BOOK 401 PAGE 341~~  
BOOK 402 PAGE 421 #293320  
#292859

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 21<sup>st</sup> day of June 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>Kevin C Underdahl</u>	<u>17A</u>
<u>Kevin C Underdahl</u>	
<u>Judy A Underdahl</u>	
<u>Judy A Underdahl</u>	

STATE OF California )  
COUNTY OF SAN DIEGO ) : ss.

On the 21<sup>st</sup> of JUNE, 1989, personally appeared before me KEVIN C. UNDERDAHL and JUDY A. UNDERDAHL

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Sheryl Anderson

Notary Public

Residing: VISTA, CA.

My Commission Expires:  
OCTOBER 5, 1992



BOOK ~~401~~ PAGE ~~560~~  
~~292937~~

BOOK 402 PAGE 422  
#293320

BOOK ~~401~~ PAGE ~~342~~  
#292859

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 11 day of June 1989.

OWNER(S)

Lynn Irene Williams

UNIT(S)

18A

STATE OF CALIFORNIA )

COUNTY OF ORANGE )

: ss.

On the 20<sup>th</sup> of JUNE, 1989, personally appeared before me Lynn Irene Williams, an Individual

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Caren L. Parker

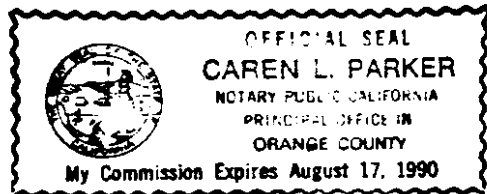
Notary Public

Residing: 7146 Edinger AVE

H.B., CA 92647

My Commission Expires:

August 19, 1990



~~BOOK 401 PAGE 561~~  
~~#292887~~

-31-

BOOK 402 PAGE 423  
#293320

~~BOOK 401 PAGE 343~~  
~~#292859~~



CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

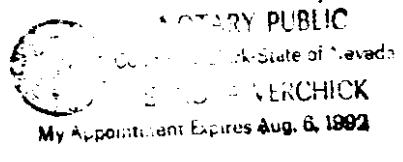
DATED this 14<sup>th</sup> day of June 1989.  
Chalet Village Company, Las Vegas, Nevada  
OWNER(S) UNIT(S)  
Robert Foster 19A  
Betty Jane Foster

STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On the 14<sup>th</sup> of June, 1989, personally appeared before me Robert P. FOSTER and Betty Jane FOSTER who duly acknowledged to me that they <sup>HAVE</sup> read and fully understands the foregoing Consent and Agreement, executed the same of ~~his~~ <sup>their</sup> own volition and for the purposes set forth, and that they <sup>were</sup> acting under no constraint or undue influence whatsoever.

Sandra Verchick  
Notary Public  
Residing: Las Vegas, Nev

My Commission Expires: 8/6/92



~~BOOK 401 PAGE 562~~ ~~BOOK 401 PAGE 344~~  
~~292907~~ ~~#293320~~ ~~#292859~~

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 22 day of JUNE 19 89.

OWNER(S) John C Balzer UNIT(S) 1B

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) : ss.



On the 22 of JUNE, 1989, personally appeared before me JOHN C BALZER

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Mary Therese Carmack  
Notary Public  
Residing: PHOENIX

My Commission Expires:  
My Commission Expires Dec. 16, 1991

~~BOOK 401 PAGE 563~~ ~~BOOK 402 PAGE 425~~ ~~BOOK 401 PAGE 345~~  
-83- #293320 #292354

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 28<sup>th</sup> day of June 1989.

OWNER(S) UNIT(S)  
X George A. Herich 2B

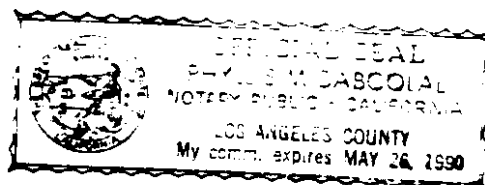
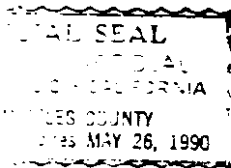
STATE OF California )  
COUNTY OF Los Angeles ) : ss.

On the 28<sup>th</sup> of June, 1989, personally appeared before me George A. Herich

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Phyllis M. Baboolal  
Notary Public  
Residing: Los Angeles County  
California

My Commission Expires:  
May 26, 1990



CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 30th day of June 1989.

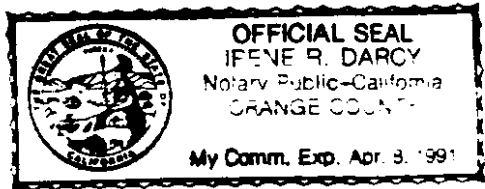
<u>OWNER(S)</u>	<u>UNIT(S)</u>
X <u>Gerard F. Hierro</u>	<u>3B</u>
X <u>Tim Gudenau</u>	_____
X <u>Dennis Boses</u>	_____

STATE OF California )  
 COUNTY OF Orange ) : ss.

On the 30th of June, 1989, personally appeared before me \*\*\*Gerard F. Hierro and Dennis Boses and Tim Gudenau\*\*\*  
 \*\*\*\*\*  
 who duly acknowledged to me that they has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Jane R. Darcy  
 Notary Public  
 Residing: 25522 Marguerite Parkway  
Mission Viejo, CA 92692

My Commission Expires:  
April 8, 1991



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292927  
 BOOK ~~401~~ PAGE ~~565~~ BOOK 402 PAGE 427 BOOK ~~401~~ PAGE ~~347~~  
 #293320 #292859

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 12 day of JULY 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>X R. G. Hall</u>	<u>4B</u>
<u>X Hans B. Huller</u>	

STATE OF CALIFORNIA  
COUNTY OF Orange : ss.

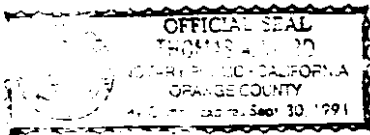
On the 13 of July, 1989, personally appeared before me R. G. Hallmayer AND HB Thumeyer

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

[Signature]  
Notary Public

My Commission Expires:

Residing: \_\_\_\_\_



~~# 292987~~  
BOOK 401 PAGE 566

-86-BOOK 402 PAGE 428  
# 293320

BOOK 401 PAGE 348  
# 292859

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 12 day of July 1989.

OWNER(S) UNIT(S)  
R.G. Thal 5B  
John B. Hallman

STATE OF CALIFORNIA  
COUNTY OF ORANGE : ss.

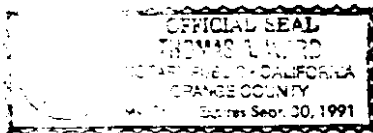
On the 13 of July, 1989, personally appeared before me R.G. Thal AND John B. Hallman

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

[Signature]  
Notary Public

My Commission Expires:

Residing: \_\_\_\_\_



~~BOOK 401 PAGE 567~~      ~~BOOK 401 PAGE 349~~  
#292987      -87-      #293320      #292954  
BOOK 402 PAGE 429

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 12 day of July 1989.

OWNER(S) UNIT(S)  
R. G. [Signature] 6B  
[Signature]

STATE OF California )  
COUNTY OF Orange ) : ss.

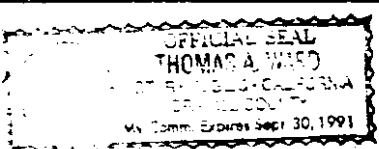
On the 13 of July, 1989, personally appeared before me 126 Thallmayer AND TH Thallmayer

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

[Signature]  
Notary Public

My Commission Expires:

Residing: \_\_\_\_\_



BOOK 402 PAGE 430  
# 293320

~~# 292987~~  
BOOK 401 PAGE 568

~~BOOK 401 PAGE 350~~  
# 292859

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 15 day of June 1989.

OWNER(S)

UNIT(S)

X Donald R Stoddard Family Trust

7B

MTD, March 24, 1988

Donald R Stoddard, Trustee

STATE OF California

COUNTY OF Orange : ss.

On the 15 of June, 1989, personally appeared before me Arnold Robert Stoddard

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

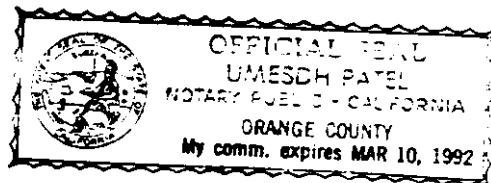
[Signature]

Notary Public

Residing: Anaheim, CA

My Commission Expires:

3-10-92



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#293320

~~#292981~~

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BOOK 401 PAGE 351

~~#292859~~

BOOK 401 PAGE 569



CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 21 day of June 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>Lee R. Crew</u>	<u>86</u>
<u>Duane L. Crew</u>	<u>86</u>
<u>Florence M. Jones</u>	<u>86</u>

STATE OF Nevada  
 COUNTY OF Clark : ss.

On the 21st of June, 1989, personally appeared before me FLORENCE M. JONES, DUANE L. CREW, LEE R. CREW

who duly acknowledged to me that they ~~has~~ read and fully understands the foregoing Consent and Agreement, executed the same of ~~his~~ <sup>their</sup> own volition and for the purposes set forth, and that they ~~was~~ <sup>were</sup> acting under no constraint or undue influence whatsoever.

Jandra Verchick  
 Notary Public  
 Residing: Las Vegas, Nev

My Commission Expires:

8/6/02



NOTARY PUBLIC  
 Jandra Verchick  
 My Commission Expires Aug. 3, 1992

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~~#293320~~

BOOK 401 PAGE 352  
~~#292859~~

292987  
 BOOK 401 PAGE 570

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 21 day of June 1989.

OWNER(S)

UNIT(S)

X Muriel Beane

10 B

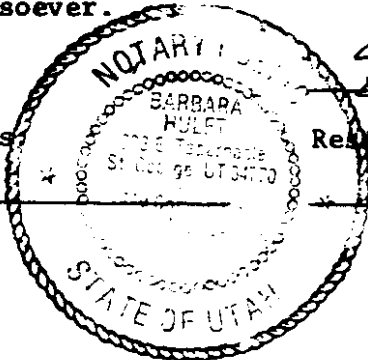
STATE OF Utah)

COUNTY OF Washington)

: ss.

On the 21<sup>st</sup> of June, 1989, personally appeared before me Muriel Beane

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.



Barbara Hulet  
Notary Public

My Commission Expires

5-24-92

Residing: St. George, Utah

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~~BOOK 401 PAGE 571~~  
BOOK 402 PAGE 433  
#293320  
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~~BOOK 401 PAGE 353~~  
#292859

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 30 day of June 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>x Dennis Boses</u>	<u>118</u>
<u>x Gerard F. Hierro</u>	

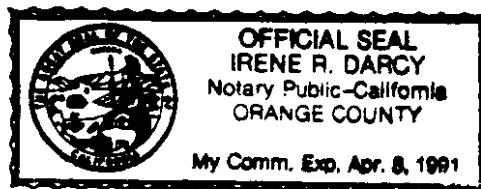
STATE OF California )  
COUNTY OF Orange ) : ss.

On the 30th of June, 19 89, personally appeared before me \*\*\*Dennis Boses and Gerard F. Hierro\*\*\*  
\*\*\*\*\*

who duly acknowledged to me that ~~they~~ <sup>he</sup> read and fully understands the foregoing Consent and Agreement, executed the same of ~~his~~ <sup>his</sup> own volition and for the purposes set forth, and that ~~they~~ <sup>he</sup> was acting under no constraint or undue influence whatsoever.

Irene R. Darcy  
Notary Public  
Residing: 25522 Marguerite Pkwy.  
Mission Viejo, CA 92692

My Commission Expires:  
April 8, 1991



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#293320

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~~BOOK 401 PAGE 572~~

~~BOOK 401 PAGE 354~~  
~~#292809~~

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 23<sup>rd</sup> day of June 1989

OWNER(S)

\* Rosemary D. Stewart

UNIT(S)

12B

STATE OF California

COUNTY OF Orange : ss.

On the 23<sup>rd</sup> of June, 1989, personally appeared before me Rosemary D. Stewart

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Heidi Schamel

Notary Public

Residing: 1822 1/2 Newport Blvd  
Costa Mesa CA 92627

My Commission Expires:

6-15-92



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BOOK ~~401~~ PAGE ~~573~~

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~~#292859~~

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

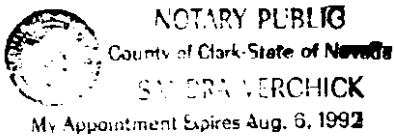
DATED this 2nd day of June 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>James P. Newhouse</u>	<u>13B</u>
<u>Mary T. Newhouse</u>	

STATE OF NEVADA )  
COUNTY OF CLARK ) : ss.

On the 2nd of June, 1989, personally appeared before me James P. Newhouse and MARY T. Newhouse who duly acknowledged to me that ~~they~~<sup>they</sup> read and fully understands the foregoing Consent and Agreement, executed the same of ~~his~~<sup>their</sup> own volition and for the purposes set forth, and that ~~they~~<sup>they</sup> were acting under no constraint or undue influence whatsoever.

My Commission Expires: 8/6/92  
Residing: Las Vegas, Nev  
Sandra Verchick  
Notary Public



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~~#292859~~

~~BOOK 401 PAGE 574~~  
~~292957~~

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 12 day of JULY 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
<u>R. G. Thal</u>	<u>14B</u>
<u>David B. Hullman</u>	

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) : ss.

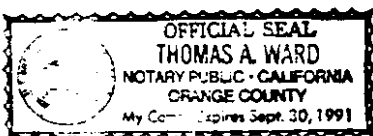
On the 13 of July, 1989, personally appeared before me R. G. THALMAYER AND  
HB THALMAYER

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

[Signature]  
Notary, Public

My Commission Expires:

Residing: \_\_\_\_\_



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#293320

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~~#292859~~

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~~292989~~

CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 23<sup>rd</sup> day of June 1989

OWNER(S) WARD HERMAN GUBLER UNIT(S)  
16B

STATE OF Nevada )  
COUNTY OF Clark ) : ss.

On the 23<sup>rd</sup> of June, 1989, personally appeared before me WARD HERMAN GUBLER

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Sandra Verchick  
Notary Public  
Residing: Las Vegas, Nev.

My Commission Expires: 8/6/92



NOTARY PUBLIC

County of Clark-State of Nevada

SANDRA VERCHICK

My Appointment Expires Aug. 6, 1992

BOOK

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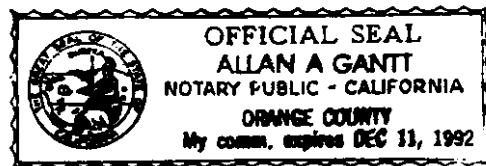
CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 26<sup>th</sup> day of JUNE 1989.

<u>OWNER(S)</u>	<u>UNIT(S)</u>
X <u>Carl Eaton</u>	<u>18B</u>
X <u>Tara M. Eaton</u>	

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) : ss.



On the 26<sup>th</sup> of JUNE, 1989, personally appeared before me CARL EATON AND TARA M. EATON

who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

My Commission Expires: DEC 11 1992

Allan A. Gantt  
Notary Public  
Residing: 1545 S. HARBOR BL.  
FULLERTON CA 92632

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29999

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#292859

BOOK 402 PAGE 439  
#293320



CONSENT AND AGREEMENT

The undersigned owner(s) of the condominium unit(s) in Chalet Village Resort Condominiums Phase A identified below hereby (1) consent and agree to all the provisions of the foregoing Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums Phase A and the Bylaws and all other exhibits attached thereto (the "Amended Declaration"), (2) acknowledge receipt of a copy of such Amended Declaration, and (3) consent to and approve the recording of the original of this Consent and Agreement with the recording of the original of the Amended Declaration in the office of the County Recorder for Iron County, Utah, at such time as all necessary signatures to and approvals of the Amended Declaration have been obtained.

DATED this 27 day of JUNE 1989.

OWNER(S)	UNIT(S)
<u>Roger Leadbeter</u>	<u>19B</u>
<u>Bennie J. Munoz</u>	<u>19B</u>
<u>Claudia M. Vallejo</u>	

STATE OF Nevada )  
COUNTY OF Clark : ss.

On the 27th of June, 19 89, personally appeared before me Roger Leadbeter and Bennie J. Munoz and Claudia M. Vallejo who duly acknowledged to me that he has read and fully understands the foregoing Consent and Agreement, executed the same of his own volition and for the purposes set forth, and that he was acting under no constraint or undue influence whatsoever.

Sandra Verchick  
Notary Public  
Residing: Las Vegas, NV

My Commission Expires: 8/6/92

NOTARY PUBLIC  
County of Clark, State of Nevada  
SANDRA VERCHICK  
My Appointment Expires Aug. 6, 1992

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