

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF FIRST CLASS HANGARS II CONDOMINIUM (SKYPARK INDUSTRIAL PARK LOT 63)

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEP RT REC'D FOR WOODS CROSS CITY

This Declaration is made as of the date set forth below by Neon Blue Development, Inc., a Wyoming Corporation, herein referred to as "Declarant."

06-391-0001 → 0004 (1)

RECITALS

- A. Declarant is the owner of certain real property in the City of Woods Cross, County of Davis, State of Utah, which property is described herein as the "Property," and is more particularly described as follows:
 * Previous
 All of Lot 63, Skypark Industrial Park, including THREE individual units, numbered A-C, and common area as shown on the Plat (attached hereto as Exhibit A).
- B. Declarant has constructed on the Property one (1) building with six (3 individual units (the Property and the hangar building being referred to herein as the "Project"), and desires to provide for preservation of the values and improvements in the project, and for the maintenance of the common areas and common facilities. To this end, and for the benefit of the Property and the owners thereof, Declarant desires to subject the property to the easements, covenants, conditions, restrictions, charges and liens set forth in the Declaration, and subject to §57-8-10, *et seq.*, Utah Code Ann.
- C. Declarant has caused to be prepared a plat for the Property and Project under the name of FIRST CLASS HANGARS II CONDOMINIUM (formerly known as Skypark Industrial Park Lot 63), part of the Skypark Airport in the City of Woods Cross, Davis County, Utah, which describes the subdivision of the project into units and common areas (herein described as the "Plat"), which Plat is to be recorded concurrently herewith in the official records of the Davis County Recorder, State of Utah.
- D. The project is not a cooperative, it is not an expandable condominium, a contractible condominium, and it has no convertible land.
- E. Now therefore, Declarant hereby declares that the property, as described above and on the plat, shall be held, sold, conveyed, transferred, leased, subleased, and occupied subject to the following easements covenants, conditions and restrictions which shall run with the property and which are for the purpose of protecting the value and desirability of the property and every portion thereof, and which shall be binding upon all parties having any right, title or interest in the property or any

portion thereof, and their respective heirs, successors and assigns, and shall also inure to the benefit of each owner of a unit in the property :

ARTICLE I: DEFINITIONS

"Airport Declaration" shall mean that certain "Declaration Concerning Airport Operation and Maintenance", dated as of January 8, 1985, originally executed by Woods Cross Air Park, a Utah limited partnership, and Mountain Fuel Supply Company, a Utah corporation, describing a certain "Entire Tract" which includes the Property and pertaining to (among other things) operation and maintenance of certain "Airport Facilities" (as therein defined) and payment of the cost thereof, recorded on June 28, 1985, as Entry No. 705902 in Book 1041 at Page 209 in the official records of the County Recorder of Davis County, Utah.

"Airport Facilities" shall mean the aircraft runway, taxiways, ramp areas, and the motor vehicle parking areas that are available for use by users of the airport now commonly known as Skypark Airport as said runway, taxiways, ramp areas and motor vehicle parking area may be enlarged, extended, reduced, altered or modified from time to time.

"Architectural Authority" shall mean the committee described in Section 7.5 of this Declaration.

"Association" shall mean and refer to First Class Hangars Owners Association, Inc., and its successors and assigns.

"Board" shall mean the board of directors of the Association.

"Building" shall mean and include, but not be limited to, that steel building (as shown on the Plat) built for permanent use, divided into three units, and all projections or extensions thereof, including, but not limited to, extensions of roofing, siding and overhead doors. The Building is constructed primarily of steel structural elements and steel siding.

"Common Area" shall mean all real property in the project owned by the Association for the common use and enjoyment of the owners. The common area shall be conveyed to the Association prior to the conveyance of the first unit. The common area is more particularly shown and described on the Plat, and includes six parking stalls, building apron area, taxiways, accessways, and the like. The common area consists of two parts – one part used primarily for taxiways for aircraft and secondarily for pedestrian and vehicular access to and from units, and a second common area used primarily for public utility easements.

"Common Facilities" shall mean and refer to all of the following which are located on the property:

- a. All water lines and fire hydrants;
- b. All sanitary sewer lines;
- c. All electrical power lines;
- d. All natural gas pipelines;
- e. All telephone lines;
- f. All storm drain lines;

g. Any other facility relating to a portion of the property and later designated as common facilities.

"Declarant" shall mean and refer to Neon Blue Development, Inc., its successors and assigns.

"Declaration" shall mean this Declaration of easements, covenants, conditions and restrictions.

"Unit" shall mean and refer to one of the areas of private ownership, which are on the property as designated on the plat as Units 1-6, and including any improvements thereon. Each Unit consists of approximately 3575 square feet on the ground level, and a 1/3 rd interest in all Common Area and Facilities.

"Mortgage" shall mean and include a recorded mortgage and a recorded deed of trust.

"Mortgagee" shall mean and include the mortgagee under a recorded mortgage and the trustee and/or beneficiary under a recorded deed of trust.

"Owner" shall mean and refer to the owner of record (in the official records of the County Recorder of Davis County, Utah), whether one or more persons or entities, of a whole or undivided fee simple title to a unit. In the event that there is more than one owner of a unit, the liability of each such for performance or compliance with the provisions of this Declaration shall be joint and several. The term "owner" shall not include any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, nor shall it include a purchaser under contract until legal title is conveyed and recorded.

"Period of Administrative Control" shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating when the Developer transfers control of the Association to the Owners.

"Plat" shall mean the Plat for First Class Hangars II Condominium, as described above in the Recitals, recorded as Entry No. _____, at Book ____, Page ____, in the records of the Davis County Recorder. A copy of the Plat is attached hereto as Exhibit A.

"Project" shall mean the Property and all improvements thereon.

"Property" shall mean and refer to that certain real property described in paragraph A of the Recitals of this Declaration.

"Skypark Landowners Association" shall mean the owners of units 1 thru 83 in "Skypark Industrial Park" as recoded October 15, 1979, as Entry Number 547438 in Book 796 at Page 411 of the recorded of the County Recorder of Davis County, Utah, as the same may be amended from time to time. The Property is subject to and benefits from the Skypark Landowners Association declaration.

"Taxiways" shall mean and refer to the portions of the common area that are intended, designed and surfaced for use as aircraft taxiway as shown on the plat.

ARTICLE II: USE AND EASEMENTS

Section 2.1 Use Restrictions. Each unit shall be used for purposes which are permissible under the applicable zoning ordinances of the governmental authority having jurisdiction. Each unit shall

be used primarily for storage of aircraft. Further, no hazardous or toxic material may be unlawfully brought onto the property, unlawfully stored in any unit on the property, or used in any unlawful activity on the property. No aircraft or other vehicles shall be fueled in any Unit, and no aircraft fuel may be stored in any Unit.

Section 2.2 Use of Taxiways. Each of the units shall have appurtenant thereto and be benefited by the non-exclusive right and easement of enjoyment and use of the taxiways, and the common areas other than the taxiways, and the common facilities.

Section 2.3 Easement Over Taxiways. Each of the units shall have appurtenant thereto and be benefited by and be subject to and burdened by, a non-exclusive right-of-way and easement for ingress and egress by aircraft, vehicular and pedestrian traffic over the taxiways. Such right-of-way and easement for ingress and egress shall be in common with Skypark Airport, Inc. ("SAI") and Skypark Landowners Association ("SLA"), and their respective successors and assigns, with such parties as may have heretofore acquired such a right of ingress and egress, and with such parties as may hereafter be granted or otherwise provided such a right of ingress and egress by SAI, SLA, or their respective successors and assigns. There is hereby granted and reserved unto SAI a non-exclusive right-of-way and easement over the taxiways for ingress and egress (to and from real property outside the project) by aircraft, vehicular and pedestrian traffic, which said right-of-way and easement shall inure to the benefit of and be usable by SAI, by its successors and assigns, and by such parties as may hereafter be granted or otherwise provided such a right-of-way and easement by SAI or its successors and assigns.

Section 2.4 Use of Airport Facilities. Each of the units shall have appurtenant thereto and shall be benefited by a non-exclusive right-of-way and easement for use and utilization in common with others, of the airport facilities, in accordance with such rules, regulations and requirements as may from time to time be established by SAI, its successors and assigns. Such right-of-way and easement for such use shall be in common with SAI and its successors and assigns, with such parties as may have heretofore acquired such a right of use, and with such parties as may hereafter be granted or otherwise provided such a right or use by SAI or its successors and assigns. Such right-of-way and easement for such use shall be used and enjoyed only so long as, and on the condition that, they are fully and timely performed and observed, by and on behalf of the owner of a unit benefited by such right-of-way and easement, all of the obligations and conditions which under this declaration are required to be performed and observed by such owner or with respect to such unit.

Section 2.5 Delegation of Use. Any owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the common areas and common facilities to his tenants or contract purchasers who occupy a unit.

Section 2.6 Limits on Owners' Use. The rights and easements granted by Sections 2.2 through 2.5 above are subject to the following provisions:

- a. The right of the Association to suspend the voting rights and the right to use of the common areas and common facilities by any owner or occupant of a unit for any period during which any assessment against the owner's unit remains unpaid; and for a period not to exceed sixty days for any infraction by the owner or occupant of a unit (or the employees, tenants or invitees of either) of the Association's published rules and regulations;
- b. The right of the Association to dedicate or transfer all or any part of the common area or common facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association by a two-thirds majority of the votes of the Association represented at a meeting of members duly called for such purposes;

- c. The right of the Association to borrow money for improvements or repairs to the common areas or the common facilities, or both, upon the security of the Association's title to the common areas, whether granted by mortgage, deed of trust, security agreement, or other security arrangement; and
- d. The right of the Association to take whatever action is deemed necessary by the Board to prevent the diversion of the common areas from common use for the benefit of the owners of units.

ARTICLE III: MEMBERSHIP IN ASSOCIATION & OTHER ASSOCIATIONS

Section 3.1 Membership Appurtenant to Unit. Every owner of a unit shall be a member of the First Class HangarsII Condominium Owners Association. Membership shall be appurtenant to and may not be separated from ownership of any unit.

Section 3.2 Voting. The First Class Hangars II Owners Association shall have only one class of voting members. Only one vote may be cast for each unit, regardless of how many owners a unit may have, on all matters to which members are entitled to vote. Notwithstanding the foregoing, during the period of administrative control (defined below) the Developer, Neon Blue Development, Inc., shall have the right to exercise three votes for each Unit owned.

Section 3.3 Membership in Skypark Landowners Association. The Association is a member of the Skypark Landowners Association and has the right to exercise two votes. Members of the Association shall confer regarding how to cast the Association's two votes.

Section 3.4 Skypark Airport Association. The Association is not a voting member of the Skypark Airport Association, but is obligated to pay certain fees for maintenance, repairs, upkeep, and the like of the areas.

Section 3.5 Period of Administrative Control. Until the end of the Period of Developer's Control, the Developer shall have the exclusive, unilateral and irrevocable right to appoint the Board and amend the Declaration, Bylaws, and Articles of Incorporation. During the period of administrative control, all actions of the association or board must be approved by the Developer before they become effective. In addition, the Developer shall, on behalf of the Association be able to:

- a. Enter Into Contracts. The right, power and authority to enter into contracts which in any way concern the Project.
- b. Amend the Declaration and Promulgate Rules. The right, power and authority to promulgate such reasonable amendments to this Declaration and the bylaws, as well as adopt administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the Act and this Declaration.
- c. Propose additional members of the Board.
- d. Hold Meetings. The right, power and authority to establish procedures for decorum and order at its meetings and those of the Association.
- e. Delegate Authority. The right, power and authority to delegate its responsibilities over the management of the Project to a manager, reserving the right, power and authority, however, to control and oversee the administration thereof.
- f. Perform all other acts. The right, power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Owners.

Section 3.6 Termination of Administrative Control. The period of administrative control terminates on the first to occur of the following:

- (a) 60 days after 5/6 of the Units that may be created are conveyed to lot owners other than Developer;
- (b) seven years after Developer has ceased to offer Units for sale in the ordinary course of business; or

(c) the day the declarant, after giving written notice to the Unit owners, records an instrument voluntarily surrendering all rights to control activities of the association.

Upon termination of the period of administrative control, the lot owners shall elect a board consisting of an odd number of at least three members, a majority of whom shall be lot owners.

ARTICLE IV: MAINTENANCE

Section 4.1 Maintenance of Buildings. The owner of each unit shall be obligated to maintain, in good and attractive order, condition and repair, the building on said unit and the access lines, feed lines or service equipment to any of the common facilities located within said unit or the building thereon. Maintenance of all exterior doors and openings, including but not limited to personnel doors, overhead doors, bi-fold doors, and windows, shall be the responsibility of the owner of each unit and to maintain, repair and replace at the owner's sole expense, and the same shall be kept in proper functioning condition and if damaged shall be promptly repaired at the unit owners expense.

Unless and except to the extent that such provision may expressly provide to the contrary, no provision of this Declaration shall be construed to mean that any building cannot be razed or removed at any time or must be restored or reconstructed in the event the same is damaged or destroyed. However, should any such building be damaged or destroyed, then within a reasonable time, the owner of the unit on which such building is or was located either shall cause such building to be restored or shall cause all debris to be removed and the unit to be left level and clean pending reconstruction (pursuant to the applicable requirements of this Declaration) of another building.

Section 4.2 Operation, Maintenance and Insurance of Common Areas. The operation, maintenance and insurance of the common areas and common facilities shall be under control of the Association as follows:

- a. The common area shall be kept in a reasonably clean, orderly, attractive and useable condition and in a good state of maintenance and repair by the Association. The common facilities shall be kept in usable condition and in a good state of maintenance and repair by the Association. The Association is hereby granted the right of access, at any time, to any part of a unit or building for the purpose of repairing, maintaining, or replacing any portion of the common facilities shall apply only to the extent that such operation and maintenance is not the responsibility of or accomplished by the City of Woods Cross or a utility company or some other person.
- b. The Association shall maintain or cause to be maintained in force public liability and property damage insurance providing coverage against personal injury, death and property damage occurring on or about, or by reason of activities within, the common areas and common facilities to the extent the same are not under the control of the City of Woods Cross, a utility company or some other person, but only if such insurance coverage can (in the judgment of the Board) be obtained without undue trouble or expense, unless required by law. Such insurance shall be carried with a responsible company and the limits thereof shall be such as to afford the coverage provided by a combined single limit of at least \$1,000,000. The insured under such insurance shall be the Association and the respective owners of the units (but such owners shall not be required to be designated by name).
- c. The Association shall maintain or cause to be maintained in force insurance against loss or damage to the building on the property (but not the contents thereof) by fire, vandalism, malicious mischief and any of the risks covered by insurance of the type typically known as "all-risk-coverage", or "general liability" coverage in an amount not less than one hundred percent (100%) of the full replacement value thereof. All policies secured and carried in accordance with this paragraph shall contain the "replacement cost endorsement" and shall name as insured the Association and each of the owners of units (but such owners shall not be designated by name).

d. The Association's obligation to operate and maintain the common facilities and to maintain in force the insurance described in the foregoing paragraphs shall apply only to the extent that funds to pay for such matters are actually generated and paid to the Association pursuant to the assessment arrangements established under Section 6.1 of this Declaration, unless otherwise required by law.

e. Each Unit owner is required to obtain general liability insurance coverage for the Owner's individual Unit, naming the Developer and the Association as additional insureds. It is strongly recommended that each Owner obtain a policy insuring all personal property within the Unit as well.

Section 4.3 Exterior Maintenance. In addition to maintenance of the common area and common facilities, the Association reserves the right to provide exterior maintenance upon the building or on each unit, such as painting and repair or replacement of roofing or siding, in the event such painting or repair or replacement of roofing or siding is not completed by the owner(s) within a reasonable time after notice from the Association. The cost of any such painting or repair or replacement by the Association shall be added to and become part of the assessment to which such unit is subject.

ARTICLE V: UNITS & PARTY WALLS

Section 5.1 General Description of Units. The Building contains THREE Units (A-C), of approximately 3575 square feet as more particularly shown on the Plat. The Plat attached hereto and incorporated herein by reference contains the Unit Number of each Unit and other descriptive information about each Unit. A sample legal description of each Unit is as follows:

Unit _____, First Class Hangars, according to the official plat thereof on file and of record in the Davis County Recorder's Office.

Section 5.2 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter and bearing walls, floors, ceilings, windows and window frames, exterior doors and door frames, and trim. The Unit shall include (if on site) all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be a part of the Common Areas and Facilities. In addition, each Unit shall include the following: (i) all spaces, nonbearing interior partitions, interior doors and door frames, and all other fixtures and improvements within the boundaries of the Unit; (ii) all outlets of utility and communications service lines, including, but not limited to power, light, gas, hot and cold water, heating, refrigeration, cable television and telephone, within the boundaries of the Unit, but shall not include any part of such lines or ducts themselves; and (iii) all fixtures and appliances found within the boundary lines of the Unit and servicing only that Unit.

Section 5.3 Sound. The walls separating the Units shall not include any sound barriers or soundproofing materials. The Board or Association may adopt a rule to regulate unreasonable noise caused by any Owner of a Unit or tenant of an Owner in a Unit.

5.4 General Rules of Law to Apply. Each wall which is built as part of the original construction of the buildings upon the units and placed on the dividing line between the units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 5.5 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners of the two units which have common use of such

party wall, except that costs associated with maintenance or repairs benefiting only one of such owners (such as interior painting) shall be borne solely by the owner benefited.

Section 5.6 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, either owner who has used the wall may restore it. The other owner shall contribute equally to the cost of restoration to such use without prejudice, however, to the right of either such owner to call for a large contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.7 Weatherproofing. Notwithstanding any other provisions of this Declaration, an owner who by his negligence or willful act causes the party wall to be exposed unnecessarily to the elements, shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5.8 Right to Contribution Runs With the Land. The right of any owner to contributions from another owner with regard to maintenance of party walls, shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 5.9 Arbitration. In the event of any dispute arising concerning a party wall, under the provisions of this Article, such matters shall be submitted to the President of the First Class Hangars Owners Association, to serve as arbitrator, and the decision of such arbitrator shall be final and binding on all owners. If First Class Hangars Owners Association is an affected owner in the dispute, then, each shall choose one additional arbitrator, and the decision shall be by a majority of all such arbitrators.

ARTICLE VI: COVENANTS FOR ASSESSMENTS

Section 6.1 Creation of Lien and Person Obligation of Assessments. Declarant, for each unit owned within the property hereby covenants, and each owner of any unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- a. Annual assessments or charges; and
- b. Special assessments; and
- c. Property taxes for proportionate share of common areas; and
- d. Certain shared utility fees for water.

Such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the unit and upon the unit against 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 unit at the time when the assessment was made and shall not pass personally to successors in: the title unless expressly assumed by them but the affected unit shall remain subject to the lien until all delinquent amounts are paid.

Section 6.2 Purposes of Assessments. The assessments levied by the Association shall be used exclusively for certain shared utilities and the operation, maintenance, upkeep, and insurance, of the Property as described in Article IV above, and to pay the assessments levied pursuant to any Airport Declaration and/or the Skypark Landowners Association, and/or the Skypark Airport Association.

Section 6.3 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital

improvement upon the common area, including common facilities, or for other purposes deemed necessary by the Board, provided that any such special assessment shall have the assent of a two-thirds of the total votes of the Association.

Section 6.4 Uniform Rate of Assessment. Regular annual assessments and special assessments shall be fixed at a uniform rate for all units and may be collected on a monthly or other basis, as determined by the Association.

Section 6.5 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the common area to the Association by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each unit at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each owner subject thereto. The Association shall, upon the request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit have been paid.

Section 6.6 Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty days after the due date, or such other time period determined by the Board, shall bear simple interest from the due date at the rate of 18% per annum. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his unit. If not paid when due, any assessment or payment required to be made by any owner, plus interest, costs and attorneys' fees, shall be secured by a lien against the affected unit, which lien may be evidenced by a notice of lien or like instrument filed for record with the County Recorder of Davis County, Utah, and mailed to the affected owner(s). To enforce payment of assessments (and related interest, costs and attorneys' fees), the Association may bring an action at law against the owners personally obligated to pay the same, or may foreclose the lien against the unit and, if necessary, bring action for a deficiency against the owner(s).

a. **Appointment of Trustee.** The Declarant hereby appoints Shawn W. Potter, Esq., attorney of the Association, or such other attorney who has been retained by the Association at the time a foreclosure is initiated, as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code and made applicable hereto by Title 57, Chapter 8a, Utah Code Ann., as may be amended from time to time. The Association may, without amendment or supplement to this Declaration, appoint a successor trustee at any time by filing for record in the office of the county recorder a substitution of trustee.

b. **Enforcement of Lien.** The Declarant hereby conveys and warrants pursuant to U.C.A. § 57-1-20 and 57-8-45 (or other applicable section of the Act) (as the same may be amended from time to time) to the trustee; Shawn W. Potter, Esq., the attorney of the Association, with power of sale, each Unit and all improvements to each Unit for the purpose of securing payment of Assessments under the terms of the Declaration. A lien may be foreclosed judicially or non-judicially consistent with the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts. The Association, through duly authorized agents, shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Unit and the defaulting Owner shall be required to pay the reasonable rental value of such Unit during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

Section 6.7 Subordination of Lien. Any lien securing assessments as described above shall be subject and subordinate to: each mortgage affecting the delinquent owners' unit at the time the notice of lien or like instrument is filed for record; this Declaration and all the provisions hereof; the plat and all the provision thereof; each recorded covenant, easement, right- of-way and restriction affecting the delinquent owner's unit at the time said notice of lien or like instrument is filed for record; each recorded or unrecorded utility easement or like interest affecting the delinquent owner's unit at the time said notice of lien or like instrument is filed for record; and the interests of the tenant or Lessee under each lease, lease agreement or similar instrument (whether recorded or unrecorded) affecting the delinquent owner's unit or interests in the delinquent owner's unit which is filed for record. But such lien shall be prior and superior to any and all other interests or estates (whether recorded or unrecorded at the time said notice of lien or like instrument is filed for record) in or respecting the delinquent owner's Unit.

Section 6.8 Relationship to Airport Declaration & Skypark Landowners Association Declaration. The provision of and the charges payable pursuant to this Declaration are intended to be in addition to, rather than in lieu of, the provisions of and the charges payable pursuant to the Airport Declaration and provisions of and charges payable to the Skypark Landowners Association, except to the extent charges payable pursuant to the Airport Declaration and provisions of and charges payable to the Skypark Landowners Association are included in the assessments levied pursuant to this Declaration. The current contract information (subject to change) is:

Skypark Landowners Association James Christopherson, Registered Agent. 2481 S 1560 W Woods Cross, UT 84087	Airport Association Attn: Chris Volzer 1887 South 1800 West Box #2 Woods Cross, UT 84087
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ARTICLE VII: ARCHITECTURAL CONTROL & MANAGEMENT

Section 7.1 Restrictions and Plan Approval. No sign, building, fence, wall, canopy, awning or other structure or improvement shall be commenced, erected, altered, moved, removed or maintained upon any unit, nor shall any exterior addition to or change or alteration to any exterior of any building be made until the plans and specifications showing the color, nature, kind, shape, height, materials and location of the same shall have been submitted to and approved by the Architectural Authority for the project.

Section 7.2 Standards. In deciding whether to approve or disapprove plans and specifications submitted to it, the Architectural Authority shall use its best judgment to insure that all improvements, construction and alterations on units within the property conform to an harmonize with the requirements and restrictions of this Declaration and the external design, color, texture and quality of existing buildings and improvements. The Architectural Authority shall consider not only the quality of the specific proposal, but also its effect and impact on adjacent units, other units and on the project as a whole.

Section 7.3 Approval Procedure. In the event the Architectural Authority, or its designee, fails to approve or disapprove plans and specifications within thirty days after said plans and specifications, in complete detail, have been submitted to it, approval shall be deemed to have been given and the provision of this Article shall be deemed to have been fully complied with, except that such deemed approval shall not be construed to waive any of the other provisions of this Declaration.

Section 7.4 Architectural Authority not Liable for Damages. Neither the Architectural Authority nor any member thereof, nor any officer or director of the Association, nor any officer, director, employee, agent, or representative of SAI shall be liable for damages by reason of any action, inaction, approval,

or disapproval by the Architectural Authority or by such other person which occurs or is taken, given, or refused with respect to any request made pursuant to this Declaration or with respect to any matter arising by reason of or under this Declaration, so long as the action, inaction, approval, or disapproval involved did not occur as a result of malice on the part of the Architectural Authority or such other person.

Section 7.5 Architectural Authority. The Architectural Authority for the project shall consist of a committee composed of two or more representatives appointed by the Board who may or may not be Unit owners.

Section 7.6 Board Duties. The Board shall adopt an annual budget, pay all Common Expenses, allocate the Common Expenses among the Owners, bill the Owners for their portion of the Common Expenses, collect the Assessments, and take all other actions necessary or incident thereto.

ARTICLE VIII: RESTRICTIONS

Section 8.1 Animals. No animals, livestock, insects, fish or fowl of any kind shall be raised, bred or kept in any unit or in the common area.

Section 8.2 Parking. No equipment, vehicles, aircraft, bicycles, motorcycles, and the like shall be parked or stored anywhere within any of the common areas. Vehicles of owners or their tenants and guests may be parked in designated areas on a first come-first served basis. The parking spots are intended to be used only temporarily and not for storage.

Section 8.3 Interference. No building or any part thereof shall protrude or extend permanently into the taxiways.

Section 8.4. Fuel. No fueling of aircraft is allowed within a Unit.

Section 8.5 Other Restrictions. The Board of Directors may pass appropriate rules to preserve or enhance the property as they deem appropriate. The Board of Directors may limit the uses of the property as they see fit.

ARTICLE IX: GENERAL PROVISIONS

Section 9.1 Enforcement. The Association, or any owner, shall have the right to enforce, by, among other means, any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2 Effectiveness and Duration. This Declaration and any amendment hereto shall take effect as of the date on which a signed counterpart of the document concerned is filed for record in the office of the County Recorder of Davis County, Utah. This Declaration and all of the provisions hereof shall remain effective until this Declaration is terminated and extinguished by an instrument filed for record in the office of the County Recorder of Davis County, Utah, pursuant to Section 9.6.

Section 9.3 Covenants to Run with Land. This Declaration and all of the provisions hereof are intended to be and shall constitute covenants running with the land, and shall be binding upon and inure to the benefit of Declarant, the respective owners from time to time of any unit, the Association, the Architectural Authority, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors and assigns. This Declaration and all of the provisions hereof shall be binding upon each unit, the parties so acquiring, coming to have such interest or occupying agree to be bound by this Declaration and all of the provisions hereof. In addition, the provisions of Sections 2.1 and 2.3 of this Declaration shall inure to the benefit of SAi and its successors and assigns.

Section 9.4 Release Upon Transfer. From and after the time an owners transfers (other than merely for purposes of security for an obligation) or is otherwise divested of its ownership interest in a unit, it shall be relieved of all liabilities and obligations imposed upon such owner hereunder with respect to the unit concerned (except such liabilities or obligations as may already have accrued.)

Section 9.5 Title and Mortgage Protection. A breach of any of the provisions hereof shall not result in any forfeiture or reversion of title for any other interest in the property. A breach of any of the provision hereof shall not defeat, impair or render invalid the lien of or other rights under any mortgage covering any unit. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any mortgagee interested under any mortgage affection a portion of the property shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the provisions hereof. No amendment hereto shall in any way affect the rights of any mortgagee interested under a mortgage which is in effect at the time of the amendment concerned or the rights of any successor in interest or title to such mortgagee, either before or after such mortgagee or its successor enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, unless such mortgagee has consented in writing to such amendment.

Section 9.6 Amendment. Any provision contained in this Declaration may be amended only by an instrument filed for record with the office of the County Recorder of Davis County Utah, which is approved by 67% of the voting interests of the Association and, in the event that the amendment in question affects Section 2.1 or Section 2.3 of this Declaration, SAI.

Section 9.7 Interpretation. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof, and if any provision of this Declaration (or the application thereof) should to any extent be adjudged invalid, the remainder of this Declaration or the application of such provision other than that as to which a holding of invalidity is reached shall not be affected thereby. Each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law unless otherwise expressly set forth herein. The captions which precede the Article, paragraphs and sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12 day of December 2017.

NEON BLUE DEVELOPMENT, INC. a Wyoming Corporation.

Ron Blue
Ron Blue, President

STATE OF UTAH)
):ss
COUNTY OF DAVIS)

On this 12 , day of December , 2017, personally appeared before me Ron Blue, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the President of Neon Blue Development, Inc., and

that said document was signed by him in behalf of said Corporation by Authority of its bylaws or Board Resolution, and acknowledged to me that said Corporation executed the same.

Suzanne D. Wright
NOTARY PUBLIC

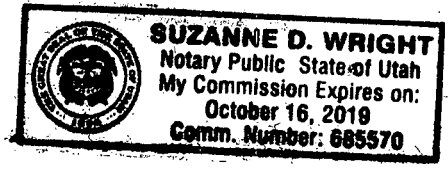


EXHIBIT A

PLAT MAP

EXHIBIT "A"

BOUNDARY DESCRIPTION

LOT 63 OF THE SKYPARK INDUSTRIAL PARK SUBDIVISION ON FILE AND OF RECORD WITH THE DAVIS COUNTY RECORDER'S OFFICE (ENTRY NO. 547438), BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 63 OF SAID SUBDIVISION, SAID POINT BEING SOUTH 00°23'18" EAST 588.34 FEET AND EAST 1077.84 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°43'31" EAST 251.82 FEET;

THENCE SOUTH 0°16'29" EAST 120 FEET;

THENCE SOUTH 89°43'31" WEST 251.82 FEET;

THENCE NORTH 0°16'29" WEST 120 FEET TO THE POINT OF BEGINNING.

CONTAINS:

~~ONE (1) LOT,~~ 3 units E, common Area
0.694 ACRES,
30,218 SQUARE FEET, MORE OR LESS

BYLAWS OF FIRST CLASS HANGARS II CONDOMINIUM (Skypark Industrial Park lot 63) OWNERS ASSOCIATION

RECITALS

These Bylaws shall be binding against the First Class Hangars Owners Association, Inc., and the real property described as follows:

Units A-C and Common Area, All of Lot 63, Skypark Industrial Park, according to the official plat thereof recorded in the records of the Davis County Recorder, Utah.

ARTICLE I NAME AND LOCATION

Section 1.1 Name and Location. The name of the corporation is First Class Hangars II Condominium Owners Association, a Utah nonprofit corporation (herein referred to as the "Association"). The principal office of the Association shall be located at 1239 HAILSTONE DR HEBER CITY UT 84032, but meeting of members and directors may be held at such places within the State of Utah as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 2.1 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in the Declaration of Covenants, Conditions and Restrictions of First Class Hangars (herein referred to as the "Declaration"), a planned unit development of: Woods Cross, Davis County; State of Utah (hereinafter referred to as the "project") shall have such defined meanings when used in these bylaws.

ARTICLE III MEMBERSHIP

Section 3.1 Members. The members of the Association shall consist of all owners of units in the project. If record ownership of a unit is jointly held, membership in this association shall also be jointly held. Membership in this Association shall be mandatory and not optional for each owner. Membership shall begin immediately upon a person becoming an owner and terminate automatically upon a person ceasing to be an owner.

Section 3.2 Types of Members. Every person, whether an individual, partnership, corporation, trust, estate, or other legal entity, may be an owner and, thereby, a member in the Association.

Section 3.3 Obligations of Members. Each member is subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner and becomes a lien upon the unit against which such assessment are made as provided in the Declaration.

Section 3.4 Suspension of Rights. The membership rights of any person, whether or not he is personally liable to pay any assessment, may be suspended by action of the Board of Directors for any period during which the assessments on his unit remain unpaid; but upon payment of such assessments, plus any interest accrued thereon, costs and attorneys' fees, the member's rights and privileges shall be immediately and automatically restored. Membership privileges may also be suspended for violation of published rules and regulations of the Association.

ARTICLE IV VOTING RIGHTS

Section 4.1 Voting Rights. Members of the Association shall be entitled to one vote for each unit in the project on all matters for which members are entitled to vote. Notwithstanding the foregoing, Developer, Neon Blue Development, Inc., shall have three votes for each unit owned by Developer.

Section 4.2 Multiple Ownership. When more than one person is an owner of a unit, either as co-owner, tenants by the entirety, joint tenants, or tenants in common, the vote for such unit shall be exercised as the co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one unit. A vote cast at any meeting by any owner of a unit shall be conclusively presumed to be the vote attributable to the unit concerned unless an objection is immediately made by another owner of the same unit. In the event such an objection is made, the vote with respect to such unit shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. Where one or more co-owners signs a proxy or purports to vote for and on behalf of the other co-owners of a unit, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or in not present, submits a separate proxy or objects in a writing delivered to the Secretary of the Association before the vote is counted.

Section 4.3 Counting Votes. All questions shall be decided by a majority of the votes cast by the members entitled to vote thereon, whether in person or by proxy, unless a higher percentage vote is required by the Articles or the Declaration, except that election of a Board member shall be by a plurality vote (the candidate(s) receiving the most votes is elected).

Section 4.4 Regulations. The Board of Directors may make such regulations as it deems advisable for any meeting of members, in regard to proof of membership in the Association, evidence of right to vote, registration of members for voting purposes and such other matters concerning the conduct of the meeting and voting as it shall deem fit.

ARTICLE V MEETING OF MEMBERS

Section 5.1 Annual Meetings. Each regular annual meeting of the members shall be held each year on the day and at a time and place within the state of Utah selected by the Board.

Section 5.2 Special Meetings. The Association, by and through the Board, shall notice, hold and conduct a special meeting of its members (1) on call of the President or two or a majority of the Board, or (2) if the Association receives one or more written demands for the meeting that state the purpose or purposes for which the meeting is to be held, and are signed and dated by members in good standing holding at least 25% of the voting rights of the Association.

Section 5.3 Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting at least seven (7) days before such meeting to each member. If mailed, such notice shall be deemed to be

properly given if addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5.4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, five-eighths (5/8) of the total votes of the Association shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5.5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the beginning of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his interest in a unit.

Section 5.6 Action without a Meeting. Any action which may be taken at a meeting of members may, in lieu of or in combination with, a meeting, be taken by written ballot if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot, and if such action is otherwise conducted in accordance with the Utah Revised Nonprofit Corporation Act, as amended from time to time (the "Act"). Action may be taken without notice and without a meeting in accordance with the procedures set forth in the Act.

ARTICLE VI

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 6.1 Number. The affairs of the Association shall be managed by a Board of three (3) directors, who may, but need not, be members of the Association.

Section 6.2 Term of Office. At the first annual meeting of members, the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 6.3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor, and until his successor is elected and qualified.

Section 6.4. Compensation. No director, as such, shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6.5 Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS

Section 7.1 Nomination. Nomination for election to the Board may be made by a nominating committee, if one is appointed by the Board. Nominations may also be made from the floor at the annual meeting of members.

Section 7.2 Election. At such election, the members or their proxies may cast, in respect to each position or vacancy, one vote for each unit. The persons receiving the largest number of votes for each position or vacancy shall be elected. Cumulative voting is not permitted.

ARTICLE VIII MEETING OF THE BOARD

Section 8.1 Regular Meetings. Special meeting of the Board shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 8.2 Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 8.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE IX POWERS AND DUTIES OF THE BOARD

Section 9.1 Powers. The Board shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common area and common facilities, and the personal conduct of the members and their invitees thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right of a member to use of the common areas and common facilities during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty days, for infraction of published rules and regulations of the Association;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these bylaws, the Articles, or the Declaration;
- (d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meeting of the Board; and
- (e) Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe their duties.

Section 9.2 Duties. It shall be the duty of the Board to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and statement thereof to the members at the annual meeting of members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members;
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provide in the Declaration, to:
 - 1. Fix the amount of each annual assessment against each unit;
 - 2. Send written notice of each annual assessment to every owner at least thirty days in advance of each annual assessment period; and
 - 3. Foreclose the lien against any unit for which assessments are not paid within thirty days after the due date or bring an action at law against the unit owner personally obligated to pay the same;
- (d) Issue. Or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by

the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause the common area to be maintained.

ARTICLE X OFFICERS AND THEIR DUTIES

Section 10.1 Enumeration of Officers. The officers of the Association shall be a president, a vice-president, a secretary, and a treasurer and such other officers as the Board may from time to time by resolution create.

Section 10.2 Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of members.

Section 10.3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 10.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 10.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 10.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 10.7 Multiple Offices. The offices of vice-president, secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 10.4 of these bylaws.

Section 10.8 President. The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Section 10.9 Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Section 10.10 Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; send notices of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Section 10.11 Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the members at the annual meeting of members, and deliver a copy of each to the members.

ARTICLE XI COMMITTEES

Section 11.1 Committees. The Board shall appoint an Architectural Authority, as provided in the Declaration, and a nominating committee, as provided by these bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE XII BOOKS AND RECORDS

Section 12.1 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles and the bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 12.2 Ownership List. The Secretary shall maintain up-to-date records showing the name of each person who is an owner, the address of such person, and the unit which is owned by him. In the event of any transfer of a fee or undivided fee interest in a unit, either the transferor or transferee shall furnish the Secretary with evidence establishing that a transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Davis County, Utah. The Secretary may, for all purposes, act and rely on the information concerning owners and unit ownership which is on the information concerning owners and unit ownership which is thus acquired by the Secretary or may, at his option, act and rely on current ownership information respecting any unit which is obtained from the office of the County Recorder of Davis County, Utah.

ARTICLE XIII ASSESSMENTS

Section 13.1 Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association assessments which are secured by a continuing lien upon the lots against which the assessment is made.

ARTICLE XIV AMENDMENTS

Section 15.1 Amendments to Bylaws. These bylaws may be amended by the affirmative vote of a majority of the members of the Association.

Section 15.2 Conflict Between Articles, Bylaws and Declarations. In the case of any conflict between Articles and these bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these bylaws; the Declaration shall control.

ARTICLE XV MISCELLANEOUS

Section 16.1 Fiscal Year. The fiscal year of the Associations shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the directors of First Class Hangars Owners Association, a Utah non-profit corporation, have hereunto set our hand this ___ day of February, 2015.

Ron Blue, President

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TIME OF RECORDING
RICHARD T. MAUGHAN
Davis County Recorder