

3839074

KATHLEEN L. DIXON
 RECORDER
 SALT LAKE COUNTY
 UTAH
 SEP 1 3 10 PM '83
 01
 RECD OF
 The Utah Association
 Lowell Hurst

BY-LAWS
 OF
 THE SULTAN OWNERS
 ASSOCIATION

ARTICLE I

Section 1. NAME AND LOCATION. The name of the corporation is The Sultan Owners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 180 W. 5900 S., Murray, Utah but meetings of members and directors may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Directors.

Section 2. GOVERNING LAW. The administration of The Sultan Planned Unit Development (the "Property") and The Sultan Owners Association ("Association") shall be governed by these Bylaws, by the Utah Condominium Ownership Act, Utah Code Annotated, Sections 57-8-1 through 57-8-35 (the "Act") and by the Declaration.

Section 3. APPLICATION OF BYLAWS. All present and future lot owners, mortgagees, lessees and occupants of lots and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, the Articles of Incorporation, these Bylaws, and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed of conveyance or entering into of a lease or the act of occupancy of a lot shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation and these Bylaws (and any rules and regulations made pursuant thereto), as they may be amended from time to time are accepted, ratified, and will be complied with.

BOOK 5487
 PAGE 2835

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Sultan Owners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Flyco Enterprises Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Salt Lake County Recorders Office.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETINGS OF ASSOCIATION MEMBERS

Section 1. QUORUM AND VOTING. The presence in person or by proxy at any meeting of the Association of one third of the Lot Owners in response to notice to all Lot Owners of record properly given shall constitute a quorum. Each Lot shall be entitled to one vote. In the event that one third (1/3) of the Lot Owners are not present in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of Lot Owners present at such subsequent meetings shall constitute a quorum. Unless otherwise expressly provided in the Declaration, the Articles or these Bylaws, any action may be taken at any meeting of the Lot Owners upon a majority vote of the Lot Owners who are present in person or by proxy and who are voting.

Section 2. ANNUAL MEETINGS. The annual meeting of the Association shall be held on the second Tuesday of September at 7:00 p.m. at the property or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Directors delivered to the Lot Owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to an annual meeting, the Board of Directors shall furnish the Lot Owners a budget for the coming fiscal year that shall itemize the estimated common expenses of the coming fiscal year with the estimated allocation thereof to each Lot Owner. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Lot Owners who were not present at the annual meeting.

Section 3. SPECIAL MEETINGS. Special meetings of the Association may be held at any time at the property or at such other reasonable place to consider matters which, by the terms of the Declaration, require the approval of all or some of the Lot Owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Board of Directors or by Lot Owners representing at least one third (1/3) in interest of the undivided ownership of the Common Areas and facilities and delivered to all Lot Owners not less than fifteen (15) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

Section 4. RULES OF ORDER. Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the declaration or these Bylaws.

Section 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board of nine (9) directors, who must be members of the Association.

Section 2. TERM OF OFFICE. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation, or removal. Any member of the Board of Directors who fails to attend three consecutive Board of Director's meetings or fails to attend at least 25 percent of the Board of Director's meetings held during any calendar year shall forfeit his membership on the Board of Directors.

Section 3. RESIGNATION, REMOVAL AND REPLACEMENT. Any member of the Board of Directors may resign at any time by giving written notice to the president of the association or the remaining Board of Directors members. Any member of the Board of Directors may be removed from membership on the Board of Directors by a two-thirds majority vote of the association. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal, or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the association, at which time said vacancy shall be filled by the association for the unexpired term, if any.

Section 4. COMPENSATION. No director 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 5. ACTION TAKEN WITHOUT A MEETING. The directors 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 directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members.

Section 2. ELECTION. Election to the Board of Directors shall be secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly 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 2. SPECIAL MEETINGS. Special meetings of the Board of Directors 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 3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or 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. Monthly meetings of the Directors shall be held, with written notice provided the membership.

Section 4. WAIVER OF NOTICE. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at a meeting shall constitute a waiver of notice of such meeting except if a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. The Board of Directors shall as further provided for in, and subject to the limitations set forth in the Declaration, the Articles, and these Bylaws, shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member 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 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, The Articles of Incorporation, or the Declaration:

(d) declare the office of a member of the Board of Directors to

be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors or 25 percent of such meetings held during any calendar year.

(e) To engage the services of a manager, managing company, accountants, attorneys, or other employees or agents as the Board deems necessary, to prescribe their duties, and to fix the salaries of the manager and all other agents or employees by 2/3 vote of the Board.

(f) To operate, maintain, repair, improve and replace the common areas and facilities.

(g) To determine and pay the common expense.

(h) To assess and collect the proportionate share of common expenses from the lot owners.

(i) To enter into contracts, deeds, leases, or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

(j) To open bank accounts on behalf of the association and to designate the signatures therefore.

(k) To purchase, hold, sell, convey, mortgage, or lease any one or more lots in the name of the association or its designee.

(l) To bring, prosecute, and settle litigation for itself, the association, and the property, provided that it shall make no settlement which results in a liability against the Board of Directors, the association, or the property.

(m) To obtain insurance for the association with respect to the lots and the common areas and facilities, as well as Workmen's Compensation Insurance.

(n) To repair or restore the property following damage or destruction, or a permanent taking by the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation, not resulting in the removal of the property from the provisions of the Act.

(o) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the lot owners, items of personal property necessary to or convenient in the management of the business and affairs of the association and the Board of Directors and in the operation of the property, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances, and office supplies.

(p) To keep adequate books and records.

(q) To borrow funds and enter into promissory notes.

BOOK 5487
PAGE 2840

- (r) To sell portions of the common areas and facilities.
- (s) To have a corporate seal.
- (t) To approve and sign checks and issue payment vouchers.
- (u) To pay off liens against any portion of the property.
- (v) To do all other acts necessary for the operation and maintenance of the property, including the maintenance and repair of any lot if the same is necessary to protect or preserve the property, provided however that the management shall operate no other business for profit.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the 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 all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

BOOK 5487 PAGE 2841

(g) cause the Common Area to be maintained.

(h) cause the exterior of the dwellings to be maintained.

Section 3. LIMITATION ON DELEGATION OF POWERS AND DUTIES. The Board of Directors may delegate to a manager or managing company all of its foregoing powers, duties, and responsibilities referred to in Article VII Section 1 and 2 above except: the final determination of common expenses, budget and assessments based thereon, the promulgation of house rules and administrative rules and regulations, the power to enter into any contract involving more than \$500.00 in any one fiscal year, the opening of bank accounts, the power to purchase, hold, sell, convey, mortgage or lease any lots in the name of the association or to bring, prosecute or settle litigation.

Section 4. LIMITATION OF LIABILITY. Members of the Board of Directors, the officers and any assistant officer, agents, and employees of the association (i) shall not be liable to the lot owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence; (ii) shall have no personal liability in contract to a lot owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the association in their capacity as such; (iii) shall have no personal liability in tort to any lot owner or any person or entity, direct or imputed, by virtue of acts performed by them, or acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse, or condition of the property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

Section 5. INDEMNIFICATION. The lot owners shall indemnify and hold harmless, any person, his heirs and personal representatives, from and against all personal liability and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by any one or more lot owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board of Directors or an officer or assistant officer, agent or employee of the association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided, in the case of any settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other right to which such person may be entitled as a matter of law or agreement or vote of lot owners or of the Board of Directors or otherwise. The indemnification by the lot owners as contained herein shall be paid by the Board of Directors on behalf of the lot owners and shall constitute a common expense and shall be assessed and collectible as such.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS. The officers of this Association shall be president and vice-presidents, as necessary, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM. The officers of this 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 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 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 giving written notice to the Board, the president or the 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 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the unexpired term of the officer replaced.

Section 7. MULTIPLE OFFICERS. The offices of 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 4 of this Article.

Section 8. DUTIES. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; 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.

Actions taken by the president must be authorized by a majority vote of the Board of Directors. Actions taken by the president in emergency situations must be submitted to the Board of Directors for approval at the next regular meeting of the Board of Directors.

Vice-President

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

Secretary

(c) 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; serve notice of meetings of the Board and of the 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.

Treasurer

(d) 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit 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 represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

Section 1. TYPES. The Board of Directors by resolution shall appoint such committees as deemed necessary to carry out the business of the Association. Each committee shall consist of two or more Lot Owners, and, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. The appointment of a Finance Committee and an Architectural Control and Maintenance Committee shall be mandatory.

Section 2. MEMBERSHIP AND PROCEDURE. The membership of the committees shall be appointed annually by the president with the approval of the Board of Directors. The chairpersons of committees shall be selected from members of the Board; members of committees may be selected from among the membership of the Association. The Board or president may appoint Lot Owners to fill vacancies on each of said committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 3. DUTIES OF THE FINANCE COMMITTEE. The duties of the Finance Committee shall be:

(a) Develop the annual budget of the Association for approval of the Board and presentation to the general membership at the annual meeting.

(b) Cause the preparation of monthly financial reports that explain the income and expense of the Association and financial performance against the budget.

(c) Meet monthly to review the financial statements and report the financial condition of the Association to the Board at each regular meeting.

(d) Assure office procedures that properly account for the receipt and expenditure of funds of the Association.

(e) Recommend changes to the Board in keeping with the findings of the annual audit.

(f) Prepare annual financial reports for the membership.

Section 4. DUTIES OF THE ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE. The duties of the Architectural Control and Maintenance Committee shall be:

(a) Review all requests for architectural changes to the exterior building or grounds on any lot.

(b) Review all requests for repairs from lot owners or management in excess of a dollar amount set by the Board.

(c) Be knowledgeable concerning the architectural and structural aspects of the condominium community.

(d) Make recommendations to the Board on improvements to the condominium community accompanied by a schedule and method of implementation and cost estimates.

(e) Report at all regular meetings of the Board on the activities of the committee.

ARTICLE X

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, the Articles of Incorporation 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.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated

to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

Annual assessments are payable in monthly installments, due and payable on the first day of every month. Monthly installments will be considered late as of the 15th day of the month. The Board of Directors, or management at the request of the Board of Directors, may take any or all of the following actions to collect assessments and late fees:

- (a) As of the 15th of each month, charge a 10% late fee to all past due accounts.
- (b) Place a lien on the property of any Owner who is more than thirty (30) days delinquent in the payment of any assessment.
- (c) Seek a judgement in the appropriate court against any Owner who is more than sixty (60) days delinquent in the payment of any assessment.
- (d) Start foreclosure proceedings against any Owner who is more than ninety (90) days delinquent in the payment of any assessment.
- (e) Prohibit Owners with past-due fees from (i) use of the pool and clubhouse, (ii) use of the services of management, and (iii) voting.

Owners will be responsible for all rate and lien charges, attorney fees, and all court charges levied against them or on their behalf. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the the common area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: THE SULTAN OWNERS ASSOCIATION.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members present in person or by proxy. Such amendments shall be effective upon recording.

Section 2. In the case of any conflict between the Articles of Incorporation 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 XIV

LITIGATION

If any action is brought by one or more but less than lot owners on behalf of the association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, is brought against the lot owners or against the Board of Directors, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the lot owners, the plaintiff's expenses, including counsel fees, shall not be charged to our borne by the other lot owners as a common expense or otherwise.

Complaints brought against the association, the Board of Directors or the officers, employees, or agents thereof, in their respective capacities as such or the property as a whole, shall be directed to the Board of Directors, which shall promptly give written notice thereof to the lot owners and any mortgagees and shall be defended by the Board of Directors, and the lot owners and mortgagees shall have no right to participate other than through the Board of Directors in such defense. Complaints against one or more, but less than all lot owners, shall be directed so such lot owners, who shall promptly give written notice thereof to the Board of Directors and to the mortgagees affecting such lot, and shall be defended by such lot owners.

ARTICLE XV

ABATEMENT AND RESTRAINT OF VIOLATIONS
BY LOT OWNERS

The violation of any house rules or administrative rules or regulations adopted by the Board of Directors or the breach of any provision contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set for in these Bylaws:

To enter the lot in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting lot owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

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

BOOK 5487
PAGE 2847

ARTICLE XIV

MISCELLANEOUS

Section 1. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of September and end on the 31st day of August of every year.

Section 2. NO WAIVER. The failure of the Board of Directors or its contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of the Declaration or Bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment, for the future, of such term, covenant, condition, or restriction; but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt and acceptance by the Board of Directors or its contractor of the payment of any assessment from a lot owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of Directors of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors.

Section 3. SEVERABILITY. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

Section 4. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit, or describe the scope of these Bylaws nor the intent of any provision hereof.

Section 5. EFFECTIVE DATE. These Bylaws shall take effect upon recording.

BOOK 5187
PAGE 2848

IN WITNESS WHEREOF, we, being all of the directors of The Sultan Owners Association, have hereunto set our hands this 30 day of Aug, 19 83.

Andrey L. Smulik
Nancy Wendler
Tommy G. Jolley
David H. Heston
Andrew S. Westrope

James H. Sweeney
Mary Ann Strong
John Blum
Gayle M. Corsi

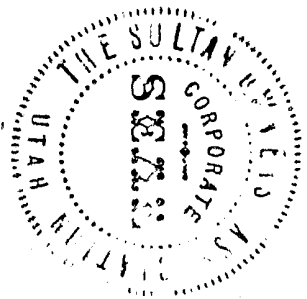
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the SULTAN OWNER'S ASSOCIATION, a Utah State Corporation, and,

THAT the foregoing Bylaws constitute the amended Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 30 day of Aug, 19 83.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30 day of Aug, 19 83.



Andrew S. Westrope

BOOK 5487
PAGE 2849