

WHEN RECORDED, RETURN TO:

SNELL & WILMER L.L.P.
Attn: Wade R. Budge
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

Ent 404416, Bk 1112, Pg 1067-1085
Date: 12-SEP-2014 11:26:24AM
Fee: \$54.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: SNELL & WILMER LLP

Affects Parcel Nos. 0QP-0001 through 0QP-0008

**THIRD AMENDMENT TO MASTER DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEBER
GATEWAY PLAZA AND BYLAWS OF
HEBER GATEWAY PLAZA PROPERTY OWNERS ASSOCIATION, INC.**

**THIS THIRD AMENDMENT TO MASTER DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEBER GATEWAY PLAZA**
(the “**Third Amendment**”) is made and executed as of the 9 day of September, 2014, but
made effective as of September 3, 2014, by the **HEBER GATEWAY PLAZA PROPERTY
OWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation (the “**Association**”).

RECITALS

A. 1200 South Development, Inc., a Utah corporation (the “**Original Declarant**”) submitted that certain real property in Wasatch County to the Master Declaration of Protective Covenants, Conditions and Restrictions for Heber Gateway Plaza (as amended, the “**Declaration**”), recorded on December 13, 2007 as Entry No. 329670, in Book 956, at Pages 724 – 769, inclusive, with the Wasatch County Recorder; and

B. The Declaration was amended by that certain First Amended Master Declaration of Protective Covenants, Conditions and Restrictions for Heber Gateway Plaza (the “**First Amendment**”), recorded January 8, 2008, as Entry No. 330542, in Book 0957, at Pages 2106 - 2144, inclusive, and by that certain Second Amended Master Declaration of Protective Covenants, Conditions and Restrictions for Heber Gateway Plaza (the “**Second Amendment**”), recorded February 1, 2010, as Entry No. 356633, in Book 1009, at Page 467, and re-recorded to correct the page sequence on July 27, 2010 as Entry No. 361219, in Book 1018, at Pages 0976 – 1019, inclusive, in the office of the Wasatch County Recorder; and

C. The real property described in the attached **Exhibit A** has been submitted to the Declaration, as amended; and

D. The Association has assumed ownership and control of the Common Facilities (as defined in the Declaration) from the Original Declarant pursuant to the Declaration and applicable law;

E. The required majority of the Members of the Association has duly approved a further amendment of the Declaration; and,

F. On behalf of the Members of the Association, by and through its President, the Association hereby amends the Declaration in the following respects.

WITNESSETH

NOW, THEREFORE, the Declaration, as previously amended by the First Amendment and Second Amendment, is hereby further amended as follows, with such amendment to become effective upon the recording of this Third Amendment in the office of the Wasatch County Recorder, State of Utah:

1. Incorporation/Interpretation. The terms of the Declaration are hereby incorporated into this Third Amendment, except as revised below. In the event of a conflict between the terms of this Third Amendment and the terms of the Declaration, the terms of this Third Amendment shall control. Capitalized terms used in this Third Amendment and not defined in this Third Amendment shall have the meanings given to such terms in the Declaration.

2. Amendment to Article XIII. The following is hereby added to Article XIII of the Declaration as Section XIII.3:

Notwithstanding anything to the contrary contained in this Declaration, the President shall have the power to grant an access and utility easement as an appurtenance and benefit to the real property immediately adjacent to the eastern boundary of the Property, over, across and through the Common Facilities for vehicular and pedestrian ingress and egress in the location of 380 East Street and Gateway Drive, which easement area is generally depicted on the Site Plan as "Approx. Location of Proposed Easement Area," said Site Plan being attached to the Third Amendment as Exhibit B. The terms and conditions of said easement shall be determined in the President's reasonable discretion. The President may record the approved form of said easement against the Property on behalf of the Association without further authorization or consent from the Members.

3. Certification. Pursuant to Section XVII.3 of the Declaration, the Association hereby certifies that this Third Amendment has been authorized by the affirmative vote or consent of not less than sixty seven percent (67%) of the voting power of the Members in good standing, as evidenced in the Action by Written Consent of the Members of Heber Gateway Plaza Owners Association, Inc. dated August 27, 2014 attached hereto as Exhibit C.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment as of the day and year first-above written.

HEBER GATEWAY PLAZA PROPERTY OWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: *Dawn Murphy*
Its: President

ATTEST:

Brian Gall
Secretary/Treasurer

STATE OF California)
COUNTY OF San Diego) ss.

The foregoing instrument was acknowledged before me this 9th day of September, 2014, by Dawn Murphy, the President of the Heber Gateway Plaza Property Owners Association, Inc., on behalf of said corporation.

Michael Conrad
Notary Public

[Seal]

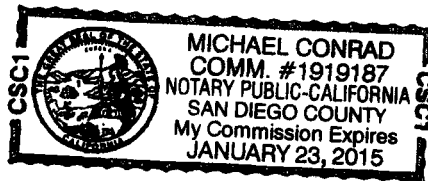


EXHIBIT A
TO THE THIRD AMENDMENT TO MASTER DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEBER
GATEWAY PLAZA AND BYLAWS OF
HEBER GATEWAY PLAZA PROPERTY OWNERS ASSOCIATION, INC.

The following described real property is located in Wasatch County, Utah, and is more particularly described as follows:

HEBER GATEWAY PLAZA SUBDIVISION DESCRIPTION (12/05/2007)

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 1200 SOUTH STREET, AS PER DEDICATION PLAT RECORDED NOVEMBER 8, 1999 AS ENTRY NO. 219319 IN BOOK 443 ON PAGES 107-116 OF THE OFFICIAL RECORD, SAID POINT BEING SOUTH 89°58'07" EAST ALONG THE SECTION LINE 770.97 FEET AND SOUTH 00°11'24" WEST 20.67 FEET FROM A POUND WASATCH COUNTY BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EASTERLY ALONG SAID SOUTHERLY LINE THE FOLLOWING (8) COURSES: (1) NORTH 89°54'05" EAST 376.40 FEET TO A POINT OF CURVATURE, (2) SOUTHEASTERLY ALONG THE ARC OF A 4958.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°33'42" A DISTANCE OF 135.14 FEET (CHORD BEARS SOUTH 89°19'04" EAST 135.14 FEET) TO A POINT OF COMPOUND CURVATURE, (3) SOUTHEASTERLY ALONG THE ARC OF 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88°32'01" A DISTANCE OF 23.18 FEET (CHORD BEARS SOUTH 44°15'53" EAST 20.94 FEET), (4) SOUTH 00°00'27" WEST 3.03 FEET, (5) SOUTH 89°59'33" EAST 60.00 FEET TO A POINT ON THE ARC OF A 15.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 89°59'30" EAST), (6) NORTHEASTERLY ALONG THE ARC OF SAID 15.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 92°49'37" A DISTANCE OF 24.30 FEET (CHORD BEARS NORTH 46°25'18" EAST 21.73 FEET); (7) SOUTH 87°09'52" EAST 295.07 FEET TO A POINT OF CURVATURE, (8) SOUTHEASTERLY ALONG THE ARC OF A 5042.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°07'51" A DISTANCE OF 187.51 FEET (CHORD BEARS SOUTH 88°13'47" EAST 187.50 FEET); THENCE SOUTH 00°19'57" EAST 395.90 FEET; THENCE NORTH 89°55'29" WEST 337.40 FEET; THENCE NORTH 02°46'10" WEST 16.50 FEET; THENCE SOUTH 89°34'09" WEST 757.56 FEET TO A POINT ALONG THE EASTERLY LINE OF STATE HIGHWAY 40; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE THE FOLLOWING (2) COURSES: (1) NORTH 21°28'10" WEST 26.32 FEET, (2) NORTH 37°54'57" WEST 238.80 FEET; THENCE NORTH 52°44'00" EAST 208.04 FEET; THENCE NORTH 00°11'24" EAST 70.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 465,001 SQ. FT., OR 10.675 ACRES (8 LOTS).

Tax Serial Nos. OWC-1667-1, OWC-1673 and OWC-1674

Also described as:

LOT 1, HEBER GATEWAY PLAZA, according to the official plat thereof on file and of record in the Wasatch County Recorder's Office (Tax Serial No.: 0QP-0001);

LOT 2, HEBER GATEWAY PLAZA, according to the official plat thereof on file and of record in the Wasatch County Recorder's Office (Tax Serial No.: 0QP-0002);

LOT 3, HEBER GATEWAY PLAZA, according to the official plat thereof on file and of record in the Wasatch County Recorder's Office (Tax Serial No.: 0QP-0003);

LOT 4, HEBER GATEWAY PLAZA, according to the official plat thereof on file and of record in the Wasatch County Recorder's Office (Tax Serial No.: 0QP-0004);

LOT 5, HEBER GATEWAY PLAZA, according to the official plat thereof on file and of record in the Wasatch County Recorder's Office (Tax Serial No.: 0QP-0005);

LOT 6, HEBER GATEWAY PLAZA, according to the official plat thereof on file and of record in the Wasatch County Recorder's Office (Tax Serial No.: 0QP-0006);

LOT 7, HEBER GATEWAY PLAZA, according to the official plat thereof on file and of record in the Wasatch County Recorder's Office (Tax Serial No.: 0QP-0007); and

LOT 8, HEBER GATEWAY PLAZA, according to the official plat thereof on file and of record in the Wasatch County Recorder's Office (Tax Serial No.: 0QP-0008).

EXHIBIT B
TO THE THIRD AMENDMENT TO MASTER DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEBER
GATEWAY PLAZA
[Site Plan]

JADE
 CONSULTING, LLC
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Jirighat & Associates Development Engineers
 208 Grand Blvd North, Paducah, Alabama 36332
 P.O. Box 1927 Paducah, Alabama 36333
 251-238-9486
 jirighat.com

DESCRIPTION
 STATE OF UTAH
 COUNTY OF WASATCH
 CITY OF HEBER

SITE DATA

ZONING: C-2 COMMERCIAL
 (HIGHWAY COMMERCIAL)

BUILDING SETBACKS:
 INTO STREET: 20' MIN (40' MAX) FROM STREET PROPERTY LINE
 REAR: 0'
 SIDE: 0'

YARD SETBACKS:
 10' PERIMETER LANDSCAPE BUFFER ALONG NORTH, WEST AND SOUTH PARCEL LINES.

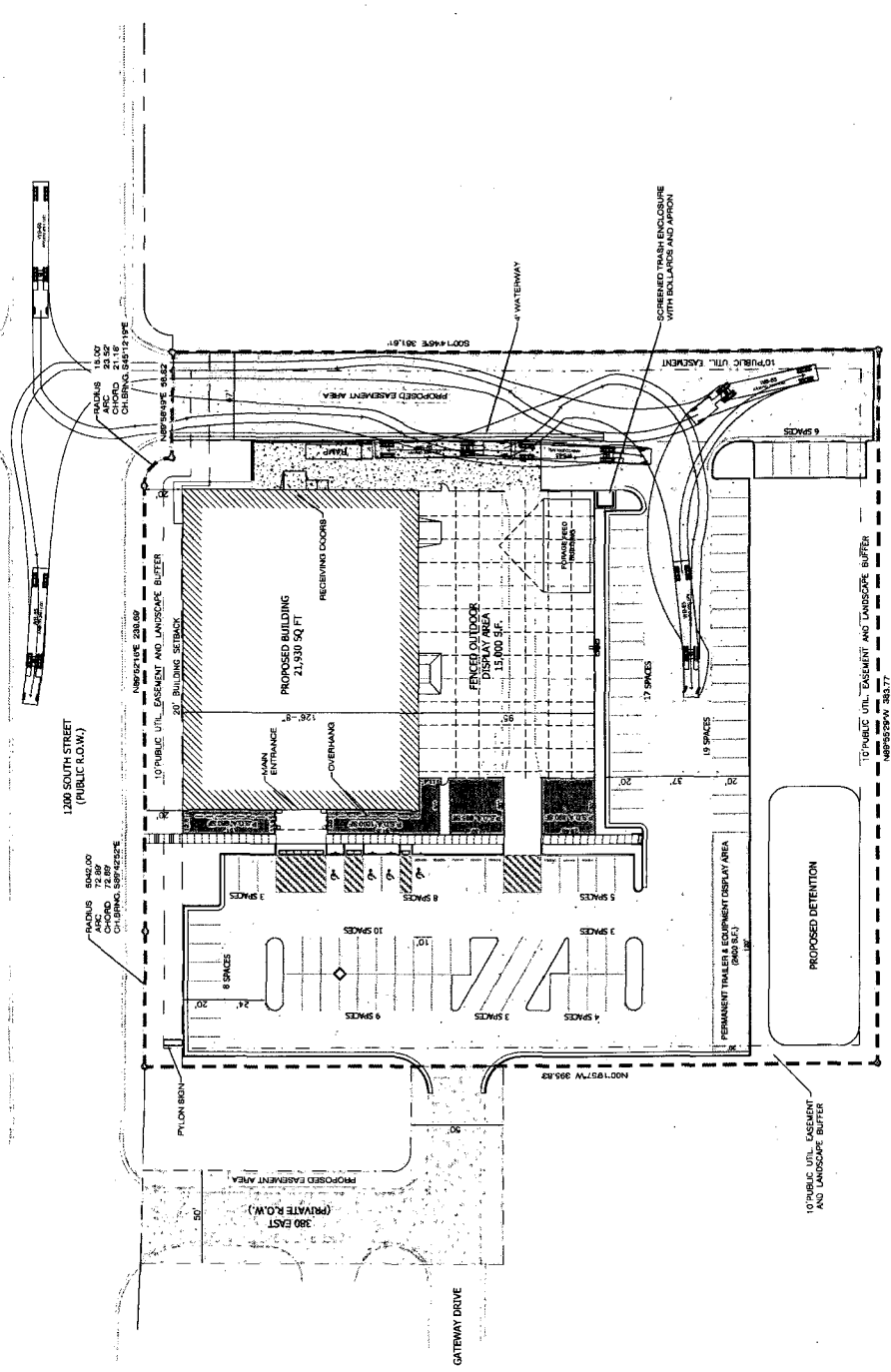
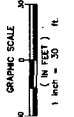
MAXIMUM HEIGHT OF BUILDING: 45'

PARKING REQUIREMENTS:
 5 SPACES / 1,000 SF GROSS FLOOR AREA
 21,930 SF = 3130 SF OF EMPLOYEE-DEDICATED SPACE = 18,800 SF
 18,800 SF = 94 SPACES
 INCLUDING 4 TIC SPACES

PARKING PROVIDED: 95 SPACES

LEGEND

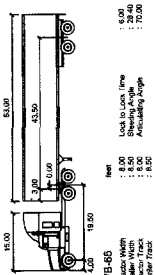
[Dotted Line]	DIMED PROPERTY
[Hatched Box]	EXISTING TREES
[Thin Line]	PROPOSED LIGHT DUTY ASPHALT
[Thick Line]	PROPOSED HEAVY DUTY ASPHALT
[Dotted Line]	PERMIO OUTDOOR DISPLAY AREA
[Hatched Box]	PERMANENT SIGNAGE DISPLAY AREA
[Dotted Line]	PERMANENT TRAILER AND EQUIPMENT DISPLAY AREA
[Dotted Line]	SCENERY/SHADE/REDUCED/IMPACT PROTECTED AREAS



DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 06, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, LOCATED IN HEBER CITY, COUNTY OF WASATCH, STATE OF UTAH, SAID PARCEL BEING DESCRIBED AS LOT 1, REFERENCE TO THE PLAT OF SAID PARCEL, RECORDING NO. 38377, AS SHOWN ON PLAT NO. 38377, IN BOOK _____ AT PAGE _____ (BLANKS TO BE INSERTED UPON RECORDATION OF PLAT).

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 17200 SOUTH STREET, SAID POINT BEING ON THE ARC OF A 5042.00 FOOT NON-TANGENT PARABOLIC CURVE TO THE LEFT (CENTER BEARS NORTH 09°41'39" WEST 4224.23 FEET TO A POINT OF TANGENCY FROM A POINT OF BEGINNING; (2) FROM SAID POINT OF TANGENCY TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND SOUTHWESTERLY ALONG THE ARC OF SAID 5042.00 FOOT RADIOUS CURVE THROUGH CENTER OF CURVE (3) AN ARC OF A DISTANCE OF 72.89 FEET (CHORD BEARS SOUTH 88°42'52" EAST 72.98 FEET); (2) NORTH 88°25'16" WEST 72.98 FEET TO A POINT OF TANGENCY; (3) SOUTHWESTERLY ALONG THE LINE OF SAID 17200 SOUTH STREET THROUGH CENTER BEARS SOUTH (EQUIDISTANT EAST); (4) NORTH 89°05'50" WEST 23.52 FEET TO THE POINT OF BEGINNING TO THE RIGHT THROUGH A GENERAL ANGLE OF 89°05'50" A DISTANCE OF 23.52 FEET (CHORD BEARS SOUTH 48°12'19" EAST 21.18 FEET); (5) NORTH 89°06'48" EAST 58.82 FEET; THENCE SOUTH 00°14'48" EAST 301.81 FEET TO A POINT OF BEGINNING; (6) WEST 88°19'51" WEST 100.00 FEET TO A POINT OF BEGINNING; (7) WESTERLY ALONG THE LINE OF SAID 17200 SOUTH STREET THROUGH CENTER BEARS NORTH 00°19'51" WEST 99.53 FEET TO THE POINT OF BEGINNING.



W16-65

Wheel	8.00
Track Width	6.00
Trailer Type	Flatbed
Trailer Track	18.00
Net	15.00
Load to Local Pave	6.00
Allowable Weight	7.00

ENCLOSURE SIGNATURE _____ DATE _____
 TENANT SIGNATURE _____ DATE _____

APPROX. 3.47 ACRES
 PROPOSED COMMERCIAL DEVELOPMENT
 1200 South Street
 AND
 380 East and Gateway Drive
 Heber City, UT

EXHIBIT C
TO THE THIRD AMENDMENT TO MASTER DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEBER
GATEWAY PLAZA
[Member Action]

**ACTION BY WRITTEN CONSENT OF
THE MEMBERS
OF
HEBER GATEWAY PLAZA OWNERS ASSOCIATION, INC.**

August 27, 2014

The undersigned, being members of Heber Gateway Plaza Owners Association, Inc., a Utah nonprofit corporation (the "Company"), acting by written consent without a meeting pursuant to the Utah Revised Nonprofit Corporation Act, do hereby consent to the adoption of the resolutions below.

WHEREAS, the undersigned are members of the Company and hold at least sixty seven percent (67%) of the voting power of the Company's members in good standing;

WHEREAS, the Company has an expired status with, and was administratively dissolved by the Utah Department of Commerce;

WHEREAS, the undersigned, acting pursuant to Utah Code § 57-8a-221, desire to reincorporate the Company by refiling and adopting the Articles of Incorporation in the form attached hereto as Exhibit A (the "Articles");

WHEREAS, the undersigned believe it to be in the best interest of the Company to amend the Master Declaration of Protective Covenants, Conditions and Restrictions for Heber Gateway Plaza (as amended, the "Declaration"), recorded on December 13, 2007 as Entry No. 329670, in Book 956, at Pages 724 – 769, inclusive, with the Wasatch County Recorder, in the form attached hereto as Exhibit B (the "Amendment"); and

WHEREAS, the undersigned believe it to be in the best interest of the Company to enact bylaws to govern the affairs of the Company, as contained in the Third Amendment to Master Declaration of Protective Covenants, Conditions, and Restrictions for Heber Gateway Plaza and Bylaws of Heber Gateway Plaza Property Owners Association, Inc. attached hereto as Exhibit B (the "Bylaws").

NOW THEREFORE, LET IT BE RESOLVED, that the Articles, the Amendment, and the Bylaws are hereby approved, authorized, ratified and confirmed.

RESOLVED FURTHER, that Dawn Murphy or any other individual appointed by Ms. Murphy (collectively, the "Authorized Persons" and each, an "Authorized Person"), are, and each hereby is, authorized and directed to execute the Articles, the Amendment, and the Bylaws in the name of and on behalf of the Company, to deliver the Articles to the Utah Department of Commerce, Division of Corporations and Commercial Code for filing and the Amendment (including the Bylaws) to the Wasatch County Recorder's Office for recording, with such changes therein as such Authorized Person may approve, in

consultation with legal counsel, such approval to be conclusively evidenced by the execution by an Authorized Person.

RESOLVED FURTHER, that the Authorized Persons are, and each hereby is, authorized and empowered and directed to take all such further action and to execute and deliver, or cause to be delivered, all such further agreements, certificates, instruments and documents required to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

RESOLVED FURTHER, that in connection with the transactions contemplated in the preceding resolutions, the Authorized Persons are, and each hereby is, authorized in the name and on behalf of the Company to certify any more formal or detailed resolutions as such Authorized Person may deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions, and that thereupon, such resolution shall be deemed adopted as and for the resolutions of the undersigned members of the Company as if set forth at length herein.

This Action by Written Consent may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

One or more counterparts of this Action by Unanimous Written Consent may be delivered via facsimile or electronic mail with the intention that they shall have the same force and effect as the original executed counterpart thereof.

[Remainder of Page Intentionally Blank; Signatures Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent as of the date set forth above.

MEMBERS:

UTAH STATE BUILDING OWNERSHIP AUTHORITY
[Owner of Lot 3, Heber Gateway Plaza]

By: [Signature]
Name: Lee Fairbourn
Title: Real Estate + Debt Manager

WELLS FARGO BANK, N.A.
[Owner of Lots 1, 4, 5 and 6, Heber Gateway Plaza]

By: [Signature]
Name: Sam Murphy
Title: Vice President

**BYLAWS
OF
HEBER GATEWAY PLAZA PROPERTY OWNERS ASSOCIATION, INC.**

The following are the Bylaws for Heber Gateway Plaza Property Owners Association, Inc., a Utah non-profit corporation (the "**Association**"). The Association is organized under the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.* (the "**Act**");

**ARTICLE I
LOCATION**

The mailing address for the Association shall be 856 East 12300 South, Suite 7, Draper, Utah 84020 and may be changed by the Board from time to time. Unless otherwise provided in these Bylaws, all meetings of the Members and the members of the Board (defined below) may be held at the principal office of the Association, or at such other places within the State of Utah, as may be fixed from time to time by resolution of the Board.

**ARTICLE II
DEFINITIONS**

All terms used but not defined herein shall have the meanings given them under that certain Master Declaration of Protective Covenants, Conditions and Restrictions for Heber Gateway Plaza (as amended, the "**Declaration**"), recorded on December 13, 2007 as Entry No. 329670, in Book 956, at Pages 724 – 769, inclusive, with the Wasatch County Recorder; as amended by that certain First Amended Master Declaration of Protective Covenants, Conditions and Restrictions for Heber Gateway Plaza, recorded January 8, 2008, as Entry No. 330542, in Book 0957, at Pages 2106 - 2144, inclusive, and by that certain Second Amended Master Declaration of Protective Covenants, Conditions and Restrictions for Heber Gateway Plaza, recorded February 1, 2010, as Entry No. 356633, in Book 1009, at Page 467, and re-recorded to correct the page sequence on July 27, 2010 as Entry No. 361219, in Book 1018, at Pages 0976 – 1019, inclusive, in the office of the Wasatch County Recorder, as the same may be further amended from time to time as therein provided, said Declaration being incorporated herein as if set forth herein at length. The real property described in the attached **Exhibit A** has been submitted to the Declaration.

**ARTICLE III
MEMBERS**

Section 3.1 **Membership; Voting Rights**. The qualification for membership in the Association, the classes of membership in the Association, and the voting rights of Members shall be as set forth in the Declaration, all of which are hereby incorporated by reference herein.

Section 3.2 **Annual Meetings**. Subject to notice thereof as provided in Section 3.3 below, annual meetings of the Owners shall be held on the date, time, and at the location as may be fixed from time to time by resolution of the Board.

Section 3.3 Special Meetings. Special meetings of the Owners may be called by or at the request of the President of the Association or by the Board (as defined below), or upon written request of the Owners holding at least 50% of the membership interests in the Association.

Section 3.4 Notice of Meetings. Except as otherwise required by the Act, written notice of each meeting of the Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by E-mailing a copy of such notice, at least ten (10) days before such meeting to each Owner (but no more than sixty (60) days before the meeting date) entitled to vote thereafter addressed to the Owner's mailing address and/or E-mail address last appearing on the books of the Association, or supplied by such Owner 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. If any Lot is owned by multiple Owners, such notice delivered or sent to any one of the Owners of such Lot shall constitute notice to all Owners of such Lot.

Section 3.5 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration or required by the Act, shall be as follows: At each scheduled meeting called, the presence of Owners or of proxies entitled to cast at least 50% of all outstanding voting interests of all Members shall constitute a quorum. If a quorum is not present at a scheduled meeting, such meeting may be adjourned pending notice of a subsequently scheduled meeting at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequently scheduled meeting shall be held more than 45 days following the immediately preceding meeting.

Section 3.6 Proxies. To the extent permitted under Utah law, any Owner entitled to vote may vote by proxy at any meeting of the Owners (and at any adjournment thereof) which is specified in such proxy, provided that his or her proxy is executed in writing by such Owner or his or her duly authorized attorney in fact. No proxy shall be valid after twelve (12) months from the date of its execution, unless such proxy specifically provides that it is coupled with an interest and is irrevocable. The burden of proving the validity of any undated, irrevocable or otherwise contested proxy at a meeting of the Owners will rest with the person seeking to exercise the same. An E-mail appearing to have been transmitted by an Owner or by his/her duly authorized attorney in fact may be accepted as a sufficiently written and executed proxy. In addition, voting by proxy shall comply with any other applicable requirements of Section 16-6a-712 of the Act.

Section 3.7 Membership. Membership in the Association shall at all times consist exclusively of the Owners and each Owner shall be a member of the Association so long as he/she shall be an Owner. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall succeed to such membership in the Association.

Section 3.8 Voting. Except as otherwise provided in the Declaration or these Bylaws, the affirmative vote of a majority of the Members entitled to vote on any matter shall constitute approval of such matter.

Section 3.9 Participation by Telecommunication and Waiver. Members may participate in all annual, regular or special meetings of the Members by any means of telecommunication pursuant to Section 708 of the Act. No call or notice of any meeting of the Owners shall be necessary if

waiver of call and notice is signed by all the members of the Association pursuant to Section 16-6a-705 of the Act, or any amendment thereto. Subject to the provisions of Section 16-6a-705 of the Act, attendance by any Member of the Association at a meeting shall constitute a waiver of notice by that Member to said meeting.

Section 3.10 Irregularities. All informalities and/or irregularities in calls, notices of meetings and in the manner of voting, credentials, and methods of ascertaining those present shall be deemed waived if no objection is made at the meeting.

ARTICLE IV BOARD, SELECTION AND TERM OF OFFICE

Section 4.1 Powers. Subject to the limitations of the Articles, the Declaration or these Bylaws, and of the Act as to actions required to be approved by the Members, all corporate powers shall be exercised by, or under the authority of, and the business and affairs of the Association shall be controlled by, the Board of Trustees (the "**Board**").

Section 4.2 Number of Directors; Qualifications. Subject to the provision of the Declaration, the affairs of the Association shall be managed by the Board comprised of three (3) individuals (each, a "**Director**"). The Board shall constitute the governing body of the Association. Except as otherwise provided in the Declaration, the Board may act, in all instances, on behalf of the Association. A Director may be an Owner, a representative of an Owner if an Owner is a corporation, partnership, limited liability company, trust, or other entity, or a non-Owner nominated by an Owner to serve as a Director. If a Board member shall cease to meet the qualifications set forth in the Act or these Bylaws during his/her term, he/she will thereupon cease to be a Director and his/her place on the Board shall be deemed vacant.

Section 4.3 Term of Office. Except as provided below, the term of office of the Directors shall be two (2) years and elections shall be held on a staggered basis as provided for below. From and after the date of these Bylaws, two (2) of the three (3) Directors elected shall serve for a term of three (3) years and the remaining Director shall serve for a term of two (2) years. After the expiration of the initial terms, all Directors' terms shall be two (2) years. Successor Directors shall be elected annually to replace those directors whose terms expire. All directors shall hold office until their respective successors are elected. Except as otherwise provided in the Declaration and these Bylaws, elections to the Board shall be in accordance with the provisions of the Act.

Section 4.4 Removal; Vacancy. Any Director may be removed from the Board, with or without cause, by a 67% vote of the Owners of the Association. In the event of death, resignation or removal of a Director, his/her successor shall be selected by the remaining Directors and shall serve for the unexpired term of his/her predecessor.

Section 4.5 Compensation. No Director shall receive compensation for any service he/she may render to the Association. However, by resolution of the Board, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 4.6 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all

Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Nomination for election to the Board may be made by the Board or by one or more Owners. Nominations may also be made from the floor at the annual meeting of the Owners. The Board shall make as many nominations as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 5.2 Election. Election to the Board shall be by secret written ballot or by E-mail. At such election the Owners 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 candidates receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE VI MEETINGS OF THE BOARD

Section 6.1 Regular Meetings. Regular meetings of the Board shall be held at least semi-annually, as determined by the Board.

Section 6.2 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. Such notices shall advise each Director of the time, place and general purpose of the meeting, and shall be delivered personally, or shall be given by telephone or E-mail, or, if sent by mail, such three (3) days' notice shall be deemed to have been given if the notice is postmarked at least five (5) days before the date of the meeting. By unanimous consent of the Directors, special meetings of the Board may be held at any time without call or notice, or waiver of call and notice.

Section 6.3 Telephonic Meetings. The Directors may participate in meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other and participate in the meeting. Each person who is a party to such a meeting shall be deemed to have been present at the meeting.

Section 6.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a quorum is present at a meeting, the Directors present may adjourn the meeting from time to time without further notice. Each Director shall be entitled to one (1) vote and the vote of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board unless a greater number is specifically required by these Bylaws or the Articles or by state law.

Section 6.5 Manner of Giving Notice. Whenever under the provision of these Bylaws, notice is required or permitted to be given to a Director or to an officer, such notice may be given by (a) personal delivery, (b) mail or (c) electronic mail.

A notice given by mail shall be deemed to be delivered when the notice is deposited in the United States mail, properly addressed and certified with postage thereon prepaid.

The proper address for a Director shall be either the Director's customary business address or the address of the last-known residence. The proper address for an officer shall be the business address of the Association or the last-known address of residence.

Section 6.6 Attendance Constitutes Waiver of Notice. Attendance by a Director at a meeting of the Board shall constitute a waiver of notice of such meeting, except where such member attends such meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 6.7 General Waiver or Notice. Any Director with respect to a meeting of the Board may waive notice of such meeting by signing a written notice of waiver with respect thereto and such signed waiver shall be deemed equivalent to the giving of notice.

ARTICLE VII POWERS AND DUTIES OF THE BOARD

Section 7.1 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration, the Articles or these Bylaws directed to be exercised and done by the Owners. The powers of the Board shall include, but not be limited to, the following:

- (a) to select, appoint and remove all officers, agents and employees of the Association and to prescribe such powers and duties from them as may be consistent with applicable law, the Articles, the Declaration and these Bylaws;
- (b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and
- (c) to perform all obligations of the Association as provided in the Declaration and these Bylaws.

Section 7.2 Delegation of Powers to Managing Agent. Subject to the limitations of the Act, if any, the Board or officers may from time to time, as the Board deems appropriate, delegate its powers to independent contractors or managing agents who have professional experience in the management of commercial properties to perform all or any part of the duties and responsibilities of the Association in compliance with the Declaration and the Act.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices. The officers of this Association shall be a President, a Secretary, and a Treasurer.

Section 8.2 Election and Qualifications. The officers shall be elected by the Board at a regular meeting or any special meeting called in accordance with these Bylaws. The officers may, but need not be, Directors during the terms of their respective offices.

Section 8.3 Term and Vacancies. The officers of this Association shall be elected annually by the Directors and each shall hold office for a minimum of one year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, 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/she replaces.

Section 8.4 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 8.5 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 8.6 Multiple Offices. 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 8.4 of this Article.

Section 8.7 Duties. The duties of the officers are as follows:

President: The President shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out; shall be vested with the powers and duties conferred by law and such other or additional powers, functions, and duties as may be assigned by the Board; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes. The President shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association and the Board.

Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses; and shall perform such other duties as required by the Board. The Secretary shall attest to any amendments to the Declaration.

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 co-sign all checks and promissory notes of the Association; keep proper books of account; if the Board deems appropriate, 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 presented to the Owners at the Owners' regular annual meeting, and deliver a copy of each to the Owners.

Section 8.8 Other Employees. The Board may engage the services of such other employees and professionals, including but not limited to an executive secretary or manager, attorneys, accountants and contractors, as may from time to time be deemed necessary or advisable to accomplish the objects, purposes and duties of the Association. The Board may delegate the duties of the Secretary or Treasurer enumerated above to a managing agent engaged by the Board.

**ARTICLE IX
COMMITTEES**

The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes.

**ARTICLE X
AMENDMENTS; ORDER OF PRECEDENCE**

Subject to the provisions of the Act, these Bylaws may only be amended, altered or repealed by a majority vote of the Directors in attendance at a meeting of Directors at which a quorum is present. These Bylaws may not be amended in a manner which is inconsistent with or conflicts with the terms of the Declaration or Articles, and in the event of any such amendment which is inconsistent or conflicts, the amendment shall be considered void. Any discrepancies or conflicts between the provisions of the Act, the Declaration, the Articles and Bylaws, and the Association Rules shall, unless otherwise provided, be resolved by giving priority first to the Act, second to the Declaration, third to the Articles, fourth to the Bylaws, and fifth to the Association Rules.

**ARTICLE XI
FISCAL YEAR**

The fiscal year of the Association 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.

SECRETARY'S CERTIFICATE

I hereby certify that I am the duly elected and acting Secretary of Heber Gateway Plaza Property Owners Association, Inc., a Utah non-profit corporation, and that the foregoing Bylaws, comprising 8 pages, constitute the Bylaws of Heber Gateway Plaza Property Owners Association, Inc. as duly adopted by the members thereof by an action taken without a meeting.

By: Bruce Zollinger
Printed Name: Bruce Zollinger
Title: Secretary

STATE OF Utah
 :SS
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 2nd day of September 2014, by Bruce Zollinger, Secretary of Heber Gateway Plaza Property Owners Association, Inc., on behalf of said corporation.

[Signature]
Notary Public

My commission expires:
May 24, 2017

