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WASATCH COUNTY CORPORATION
For: MAYFLOWER LAKESIDE VILLAGE LLC

**DECLARATION OF CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
MAYFLOWER LAKESIDE VILLAGE CONDOMINIUM**

(Building 6)

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WHEN RECORDED, PLEASE RETURN TO:

Mayflower Lakeside Development, LLC

Attention: Lee Burbidge

7135 S. Highland Drive, Suite 203,

Salt Lake City, Utah 84121

**DECLARATION OF CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
MAYFLOWER LAKESIDE VILLAGE CONDOMINIUM**

(BUILDING 6)

THIS DECLARATION OF CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MAYFLOWER LAKESIDE VILLAGE CONDOMINIUM (BUILDING 6) is made and executed by Mayflower Lakeside Village, LLC, a Utah limited liability company, for itself, its successors and assigns, pursuant to the provisions of Title 57, Chapter 8, Utah Code Ann., as amended.

1. RECITALS.

1.1. Declarant holds both legal and equitable title to the real property located in the County of Wasatch, State of Utah, hereinafter more particularly described, upon which Declarant desires to develop a residential condominium project.

1.2. The Mayflower Lakeside Village Condominium is part of a larger planned community known as Mayflower Lakeside, a planned community situated in Wasatch County, State of Utah ("Mayflower"), organized pursuant to that certain Master Declaration of Covenants, Conditions, Easements, and Restrictions for Mayflower Lakeside (A Planned Community), as amended from time to time ("Master Declaration") executed by Mayflower Lakeside Village, LLC, a Utah limited liability company, Sundance Burbidge JV 1, LLC, a Utah limited liability company, Mayflower Lakeside Village South, LLC, a Utah limited liability company, and Mayflower Lakeside Townhomes South, LLC, a Utah limited liability company (collectively herein "Master Developer") and recorded in the Office of the Wasatch County Recorder, as amended and/or supplemented from time to time.

1.3. The covenants, conditions and restrictions contained in this Condominium Declaration and in the exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

1.4. Declarant is preparing the necessary documents for the incorporation and organization of the Condominium Association, which Condominium Association will maintain the Common Areas and Facilities within Building, including, but not limited to the exterior of Building, and will levy and collect Assessments, and administer and enforce the terms of this Condominium Declaration.

1.5. As further provided in the Master Declaration, the Master Association will manage, maintain and operate the Master Association Maintenance Areas. The Master Association's management, maintenance and operation may be pursuant to an agreement between the

Condominium Association and the Master Association. The Condominium Association shall levy and collect Common Assessments related to maintenance, management and operation of the Common Areas and Facilities, which shall include the Condominium Association's share of the Master Association Assessments.

1.6. The Project shall be known as Mayflower Lakeside Village Condominium and is intended to be a condominium project pursuant to the Act.

2. DEFINITIONS.

2.1. Unless the context clearly indicates otherwise, certain terms as used in this Condominium Declaration and the foregoing Recitals shall have the meanings set forth in this Article 2. (Certain terms not defined herein are defined elsewhere in this Condominium Declaration or in the Master Declaration.)

2.2. AAA has the meaning set forth in Section 27.2.6.

2.3. Act shall mean the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Ann.).

2.4. Additional Land shall mean, refer to, and consist of any real property owned or held now or in the future by Declarant or a Declarant Affiliate (individually or collectively) now or in the future, including but not limited to, the parcels of real property situated in Wasatch County, Utah described on Exhibit D attached hereto, and incorporated herein by this reference, as such may be amended from time to time.

2.5. Administrator has the meaning set forth in Section 27.2.6.

2.6. Amendment shall mean any amendment to this Condominium Declaration made in accordance with the Condominium Declaration and the Act.

2.7. Amount Owning has the meaning set forth in Section 20.4.

2.8. Arbitration Provision has the meaning set forth in Article 27.

2.9. Available has the meaning set forth in Section 12.1.3.15.

2.10. Bound Party or Bound Parties has the meaning set forth in Section 27.2.3.

2.11. Building shall mean Building 6 as identified on the MAYFLOWER LAKESIDE VILLAGE EXPANDABLE CONDOMINIUM PLAT PHASE 1D, as further described in Section 3.1.

2.12. Claim has the meaning set forth in Section 27.2.4.

2.13. Claimant has the meaning set forth in Section 27.10.

2.14. Class Action Ban has the meaning set forth in Section 27.2.5.

2.15. Common Area Manager shall mean the person, firm or company designated by the Condominium Association to manage, in whole or in part, the affairs of the Condominium Association and the Common Areas and Facilities within the Building excluding the operation of the Units as residential facilities.

2.16. Common Areas and Facilities shall mean all portions of the Building other than the Units, as described in Section 5.1 hereof. The undivided interest in the Common Areas and Facilities appurtenant to each Unit is based upon the Square Footage of such Unit as described in Section 2.74 hereof and as set forth in Exhibit A, attached hereto and incorporated herein by this reference. On the Condominium Plat, Common Areas and Facilities are in certain instances referred to as "common space" or "common area."

2.17. Common Assessments or Assessments shall mean those assessments described in Article 20 to fund the Common Expenses, and include Regular Common Assessments, Special Common Assessments the Condominium Association's share of the Master Association Assessments, and any other assessments levied by the Condominium Association.

2.18. Common Expense Fund shall mean one (1) or more deposit or investment accounts of the Condominium Association into which are deposited the Common Assessments.

2.19. Common Expenses shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities, all premiums for insurance obtained by the Condominium Association for the benefit of the Project, the Condominium Association's share of the Master Association Assessments, and all other expenses denominated as Common Expenses by this Condominium Declaration or by the Act.

2.20. Condominium Articles shall mean the Articles of Incorporation of Mayflower Lakeside Village Condominium Owners Association (Building 6), Inc., as amended from time to time.

2.21. Condominium Association shall mean Mayflower Lakeside Village Condominium Owners Association (Building 6), Inc., a Utah non-profit corporation, and its successors and assigns, organized for the purposes set forth in this Condominium Declaration, in certain instances referred to on the Plat as "Mayflower Lakeside Village Condominium Owners Association, Inc."

2.22. Condominium Bylaws shall mean the bylaws of the Condominium Association, a copy of which is attached hereto attached hereto as Exhibit C, and incorporated herein by this reference, as such may be amended from time to time.

2.23. Condominium Declaration shall mean this Declaration of Conditions Easements and Restrictions for Mayflower Lakeside Condominium (Building 6), and all amendments, modifications and supplements hereto.

2.24. Condominium Documents shall mean this Condominium Declaration, any Recorded amendments hereto, the Condominium Articles, the Condominium Bylaws, and the rules and regulations promulgated by the board, as each document may be amended from time to time.

2.25. Condominium Plat or Plat shall mean the condominium plat for the Project duly Recorded together with all supplemental condominium plats, as any of the foregoing may be amended from time to time, and which are incorporated herein by this reference. The Plat may be amended at such time as the Building are constructed in the event there are material changes in the Building or Unit boundaries or elevations as constructed. Such an amendment to the Plat is expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners. To the extent required by applicable law, such amendment shall be subject to the review and approval of the County.

2.26. Condominium Project or Project shall mean the Units, the Common Areas and Facilities and all improvements submitted by this Condominium Declaration to the provisions of the Act.

2.27. Consumer Party has the meaning set forth in Section 27.2.2.

2.28. Cost of Living Index shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All Items 1967 = 100 compiled by the Bureau of Labor Statistics, United States Department of Labor. The Index for April 2019 is the reference base index. Declarant may select any other comparable index which measures changes in the cost of living.

2.29. County shall mean Wasatch County.

2.30. Declarant shall mean Mayflower Lakeside Village, LLC, a Utah limited liability company or any successor in interest as defined by the Act, or as such meaning of Declarant is further set forth in Article 26.

2.31. Declarant Affiliate shall mean any Person directly or indirectly controlling, controlled by or under common control with the Declarant, and shall include, without limitation, any general or limited partnership, limited liability company, limited liability partnership or corporation in which the Declarant (or another Declarant Affiliate) is a general partner, managing member or controlling shareholder.

2.32. Declarant Control Period shall mean the period during which Declarant or persons designated by it shall have the sole authority to appoint and remove the Condominium Association officers and members of the Management Committee. The Declarant Control Period shall terminate no later than the earlier of: (i) six (6) years after the first Unit is conveyed to an Owner; or (ii) after Units to which three-fourths (3/4) of the undivided interest in the Common Areas and Facilities appertain have been conveyed to Owners, or after all Additional Land has been added to the Project, whichever occurs later; or (iii) the surrender by Declarant, at its option and in its sole and subjective discretion, of such right by written notice to the Management Committee.

2.33. Design Guidelines shall mean the Material and Design Handbook provided in those certain guidelines contained in the Jordanelle Specially Planned Area Code (the "JSPA Code") and other design guidelines as may be adopted by the Master Board from time to time in accordance with the Master Bylaws and the Master Declaration, as such may be amended from time to time.

2.34. Developmental Rights shall mean all rights designated as Developmental Rights under the Act or herein including, but not limited to, the right to (i) expand the Project to include Additional Land pursuant to Article 7 hereof; and (ii) utilize any other right or easement reserved by Declarant pursuant to this Condominium Declaration or the Condominium Bylaws.

2.35. Eligible Mortgagee shall mean and refer to a First Mortgagee which has requested notice of certain matters from the Condominium Association in accordance with Section 18.1 of this Condominium Declaration.

2.36. Exempt Claim has the meaning set forth in Section 27.2.5.

2.37. FAA has the meaning set forth in 27.5.

2.38. First Mortgage has the meaning set forth in Section 2.59.

2.39. First Mortgagee has the meaning set forth in Section 2.60.

2.40. Foreclosure Notice has the meaning set forth in Section 20.1.7.

2.41. Institutional Party or Institutional Parties has the meaning set forth in Section 27.2.1.

2.42. Insurable Property has the meaning set forth in Section 14.1.2.

2.43. Insurance Trustee has the meaning set forth in Section 14.1.3.

2.44. JAMS has the meaning set forth in Section 27.2.6.

2.45. JSPA Code has the meaning set forth in Section 2.33

2.46. Lease or Leased has the meaning set forth in Section 20.4.

2.47. Limited Common Areas and Facilities shall mean a portion of the Common Areas and Facilities allocated by the Condominium Declaration or the Act, and as may be shown on the Condominium Plat, in certain instances referred to therein as Limited Common Area, for the exclusive use of one (1) or more, but fewer than all, of the Units, as further described in Article 6.

2.48. Management Committee shall mean the board of trustees of the Condominium Association, appointed or elected in accordance with this Condominium Declaration and the Condominium Bylaws.

2.49. Master Articles shall mean the Articles of Incorporation of the Master Association, as amended from time to time.

2.50. Master Assessment or Master Association Assessment shall mean any assessment levied pursuant to the Master Declaration by the Master Association, including annual assessments and special assessments.

2.51. Master Association Maintenance Area shall mean that portion of a Development Parcel that is improved with grass, trees, shrubs, landscape features, vegetation, roadways, driveways, parking areas, pools, recreational facilities, or recreational areas, but which is not improved with a building intended as a residential dwelling, including, but not limited to, a townhouse or condominium building. During the Declarant Control Period of the Master Developer, and after the Declarant Control Period ends, the Master Association shall have sole and absolute discretion to make a final determination regarding what constitutes a Master Association Maintenance Area and may record any instrument it deems reasonably necessary to depict or otherwise identify the Master Association Maintenance Area.

2.52. Master Association shall mean the Mayflower Lakeside Master Association, Inc., a Utah nonprofit corporation, formed by Declarant under the Utah Revised Nonprofit Corporation Act, and its successors and assigns.

2.53. Master Board shall mean the Board of Directors of the Master Association, elected in accordance with the Master Articles and Master Bylaws of the Master Association.

2.54. Master Bylaws shall mean the bylaws of the Master Association, as such bylaws may be amended from time to time.

2.55. Master Declaration has the meaning set forth in Section 1.2.

2.56. Master Developer has the meaning set forth in Section 1.2; provided, however, Master Developer may appoint a single agent to act on its behalf from time to time.

2.57. Master Documents shall mean the Master Declaration, any recorded amendments thereto, the Final Approval, the Master Plan, the Development Agreement, MIDA Documents, the Master Articles, the Master Bylaws, the Design Guidelines, the master Rules, and the Master Board's resolutions, as each document may be amended from time to time.

2.58. Mayflower has the meaning set forth in Section 1.2.

2.59. Mortgage shall mean any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Unit or any part thereof or interest therein is encumbered. A "First Mortgage" is a Mortgage having priority as to all other Mortgages encumbering a Unit or any part thereof or interest therein.

2.60. Mortgagee shall mean any person or entity named as the mortgagee, beneficiary or holder of the seller's interest (so long as a copy of the contract for deed is given to the Condominium Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A "First Mortgage" shall mean any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Condominium Declaration shall also protect the Declarant as the holder of a First Mortgage of a Unit or any interest therein.

2.61. Nonprofit Act shall mean the Utah Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code Ann., as amended).

- 2.62. Notice has the meaning set forth in Article 23.
- 2.63. Notice to Landlord has the meaning set forth in Section 20.4.1.
- 2.64. Notice to Tenant has the meaning set forth in Section 20.4.2.
- 2.65. Option to Expand has the meaning set forth in Article 7.
- 2.66. Owner shall mean any person or entity, including Declarant, at any time owning a Unit within the Project (including, to the extent permitted by law, those purchasing an interest pursuant to a contract for deed who have given written notice of their purchase and a copy of their contract to the Condominium Association). The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.
- 2.67. Project Quality Standard has the meaning set forth in Section 10.5.
- 2.68. Property shall mean that certain real property situated in the County of Wasatch, State of Utah, more particularly described in Section 3.1 hereinafter, on which the Units and other improvements are located.
- 2.69. Record, Recorded, or Recordation shall mean putting a real estate document into the official records at the Office of the Wasatch County Recorder in the State of Utah.
- 2.70. Reinvestment Fee has the meaning set forth in Section 20.6.
- 2.71. Regular Common Assessments shall mean the assessments levied by the Condominium Association to pay the budgeted Common Expenses.
- 2.72. SFHA has the meaning set forth in Section 14.1.2.
- 2.73. Special Common Assessments shall mean assessments which the Condominium Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses or other purposes as provided herein.
- 2.74. Square Footage shall mean, for purposes of calculating the undivided interest in the Common Areas and Facilities appurtenant to each Unit, the gross square feet of ground or floor space within each Unit, as calculated by Declarant in its sole and subjective discretion, as set forth in the Plat and Exhibit B attached hereto and incorporated herein by this reference. Because this Condominium Declaration and the Plat are prepared and Recorded prior to construction of the Project, based on the architectural plans and specifications for the Project, there may be differences in Square Footage between the Plat and the as-built Project. The Square Footage shall be determined as Declarant shall exclusively assign and as measured and unilaterally calculated by Declarant during the Declarant Control Period, and thereafter, the Management Committee, on a consistent basis, as set forth in the Plat and as further identified on Exhibit A and Exhibit B hereto. The calculation of Square Footage as contained in this Condominium Declaration and as shown on the Plat is final and binding upon all Owners irrespective of any later measurement of such Square Footages. In the event of any disagreement or uncertainty as to the calculation of Square Footage in the Project and/or as to which Units and improvements are constructed, Declarant, so

long as it has any Developmental Rights hereunder, and thereafter, the Management Committee, shall have the sole and subjective power (but without obligation to take any corrective action) to make such determination, and such Declarant's or the Management Committee's determination shall be conclusive, final and unappealable.

2.75. Supplemental Condominium Plat shall mean any amendment to the Condominium Plat made in accordance with this Condominium Declaration and the Act.

2.76. Tenant has the meaning set forth in Section 20.4.

2.77. Total Votes of the Condominium Association shall mean the total number of votes appertaining to all Units, as described in Article 21 hereof.

2.78. Trails has the meaning set forth in Section 22.14.

2.79. Unit shall mean a Unit in the Project which has been designated in Exhibit A hereto and/or on the Condominium Plat as a Unit and in certain instances referred to as a "Lot" in the Condominium Plat.

2.80. Unit Number shall mean the number, letter or combination of numbers and letters that identifies only one (1) Unit in the Project.

3. DESCRIPTION OF THE PROPERTY AND THE IMPROVEMENTS AND SUBMISSION TO THE ACT.

3.1. The Property on which the Building, Units and improvements are located is situated in Wasatch County, Utah and more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00° 07' 04" WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH 00° 07' 04" WEST ALONG THE WEST SECTION LINE OF SECTION 19, 892.83 FEET, FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST SECTION LINE OF SECTION 19, NORTH 00° 07' 04" WEST, 215.04 FEET; THENCE, SOUTH 70° 26' 54" EAST FOR A DISTANCE OF 263.18 FEET TO A POINT ON NORTHWEST RIGHT OF WAY FOR HELLING CIRCLE BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 198.00; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 48' 56" AN ARC DISTANCE OF 37.38 FEET CHORD BEARS SOUTH 21° 11' 05" WEST 37.32 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ON SAID RIGHT OF WAY, SOUTH 15° 46' 37" WEST FOR A DISTANCE OF

95.33; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 89° 52' 56" WEST FOR A DISTANCE OF 208.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.91 ACRES, MORE OR LESS.¹

3.2. The initial improvements will consist of one (1) freestanding three-story residential Building containing twelve (12) Units with assigned parking stalls for each Unit as designated on the Plat. The Building will be constructed on top of a concrete parking structure. The Building will be supplied with internet connection, electricity, natural gas, water, and sewer service. Subject to the internet service provider's additional fees, individual Owners may elect to upgrade internet service or add telephone service. The Project also includes underground parking, storage areas and various Common Areas and Facilities.

3.3. Declarant hereby submits the Property, the Building and all other improvements thereon to the provisions of the Act. All of said Project is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used and improved as a residential condominium project. All of said Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said Project and division thereof into Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors. In addition to the forgoing, each and all of the provisions of the Master Declaration, including any assessment provisions thereof, shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors. The Association is hereby granted a limited license to the use of the name "Mayflower Lakeside" in connection with the administration and operation of its interest in the Project.

4. DESCRIPTION OF UNITS.

4.1. The boundary lines of each Unit are as set forth on the Condominium Plat and consist of the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, and the interior surfaces of windows and doors. The interior surfaces of the doors and windows mean the points at which such surfaces are located when such window or door is closed. Each Unit shall include both the portions of a Building that are not Common Areas and Facilities within such boundary lines and the space so encompassed, excepting Common Areas and Facilities. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings; non-supporting interior walls; and all utility outlets, fixtures or appliances found within the boundary lines of the Unit and servicing only that Unit. Notwithstanding the fact that they may be within the boundaries of the Unit, the following are not part of any Unit: bearing walls, floors, ceilings and roofs (except

¹¹ Drafting note. Legal description pulled from Plat. To be confirmed and approved by title company.

the interior finished surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. The Condominium Plat and/or Exhibit A hereto contain the Unit Number of each Unit in the Project.

4.2. Notwithstanding the description of Units described in Section 4.1 above, for the purposes of interpreting this Condominium Declaration and the Condominium Plat, the boundaries of all Units constructed in substantial accordance with the Condominium Plat and this Condominium Declaration shall be conclusively presumed to be the actual boundaries rather than the description and depiction of the Units set forth on the Condominium Plat, regardless of the settling or lateral movement of the Units and Building and regardless of minor variances between boundaries shown on the Condominium Plat and the constructed boundaries of the Units or Building. It is acknowledged that the Condominium Plat is prepared from the architectural drawings of the Project, prior to construction, and that there will be variances between the boundaries and other features shown on the Condominium Plat and the actual construction of the Project.

5. DESCRIPTION AND OWNERSHIP OF COMMON AREAS AND FACILITIES.

5.1. The Common Areas and Facilities shall mean and include all portions of the Project not included as part of any Unit, including, but not by way of limitation, the foundation, columns, girders, beams, supports, and exterior surfaces of windows, doors, bearing walls, roofs, halls, corridors, elevators, stairwells, lobbies, and entrances and exits of the Building; and certain parking areas, including unassigned parking spaces, in the Project, if and when designated as part of the Common Areas and Facilities on the Condominium Plat; the Condominium Association may use or designate certain areas used for storage of janitorial supplies and maintenance equipment and materials; installations of all central services, including power, light, gas, hot and cold water, heating, ventilating, laundry, and garbage collection; tanks, pumps, motors, fans, ducts and, in general, all apparatuses and installations existing for common use; all utility pipes, lines or systems servicing the Units; all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith; all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities on the Condominium Plat or any Supplemental Condominium Plat; and all repairs and replacements of any of the foregoing. The Condominium Association may, in its sole and absolute discretion, assign parking stalls for the sole and exclusive use of occupants of an individual unit. Initially, this assignment will be effective based on the Unit number associated with a particular parking stall as provided in the Plat, however, this assignment may be effectuated or altered by a separate license agreement between the Condominium Association and the Owner. Parking stalls which are not identified by a specific Unit number on the Plat are Common Areas and Facilities and may be utilized for locating trash containers, laundry facilities and similar items if needed by the Condominium Association or the Master Association. Electricity and natural gas utility services shall be separately metered to each Unit. Water and sewer utility services shall not be separately metered to Units. In the event of a conflict between this Condominium Declaration and the Condominium Plat, the provisions of the Condominium Declaration shall control.

5.2. The undivided ownership interest in the Common Areas and Facilities appurtenant to each Unit shall be allocated in accordance with the assigned Square Footage of each Unit in the Project as set forth on the Condominium Plat and in the attached Exhibit A. The undivided interest in the Common Areas and Facilities appurtenant to each Unit shall be a fraction, the numerator of which is the Square Footage of the particular Unit, and the denominator of which is the total Square Footage of all Units in the Project, as set forth on the attached Exhibit A. Alternatively, such fraction may be expressed as a decimal number or percentage. Except as otherwise provided in this Condominium Declaration, the undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered. The sum of the undivided interests in the Common Areas and Facilities allocated to all Units shall at all times equal one hundred percent (100%) (or one (1) if stated as fractions). Declarant is authorized to round the undivided interest of one (1) or more Units in order to cause the total to equal one hundred percent (100%) (or one (1) if stated as fractions). Notwithstanding the undivided ownership in the Common Areas and Facilities, to the extent available, any reimbursement or other payment resulting from the Project being part of the MIDA Project Area and Plan, including but not limited to the twenty-five percent (25%) reimbursement, or otherwise related to MIDA will belong exclusively to the Declarant, and all Owners, excluding Declarant and Declarant Affiliates, hereby waive any right, title, claim, or interest in or to such payments or reimbursements. The Condominium Association and each Owner, agrees to execute such further and additional instruments to evidence such waiver as may be requested by Declarant, in its sole and absolute discretion, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

6. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

Limited Common Areas and Facilities shall mean a portion of the Common Areas and Facilities reserved for the use of certain Owners to the exclusion of other Owners, including but not limited to any porches, balconies, patios, decks, storage closets, and parking areas as indicated by the Condominium Declaration, the Condominium Plat or the Act to be for the exclusive use of one (1) or more but fewer than all of the Units. The Limited Common Areas and Facilities shall be those areas designated as such on the Condominium Plat, in this Condominium Declaration or as provided for by the Act. The use and occupancy of designated Limited Common Areas and Facilities shall be reserved to the Units as shown on the Condominium Plat or as specified in this Condominium Declaration. All such furniture and personal property shall be installed only with the prior written approval of the Management Committee. The Management Committee shall have the right to establish rules limiting the style and type of furniture and other personal property that may be placed on decks, balconies or patios. No reference thereto need be made in any instrument of conveyance, encumbrance, or other instrument. Owners may not reallocate Limited Common Areas and Facilities between or among Units in which they have an interest. All furniture and other personal property of Owners placed on such deck, balcony or patio shall present a uniform appearance from the outside of the Units. Notwithstanding, Declarant hereby reserves the right and grants to the Condominium Association the right to reallocate or reassign Limited Common Areas and Facilities to the fullest extent permitted under the Act.

7. RESERVATION OF DEVELOPMENTAL RIGHTS: OPTION TO EXPAND.

7.1. It is anticipated that the Project will be developed in a series of phases. Accordingly, Declarant hereby reserves, pursuant to §57-8-13.6 of the Act, the unilateral and

exclusive option to expand the Project (the "Option to Expand") upon the terms and provisions set forth in this Article 7 without the prior consent of the Owners, Mortgagees, Condominium Association, Master Association or any other person having any right or interest in all or any portion of the Project. Each Option to Expand may be exercised at any time prior to the expiration of seven (7) years from the date of Recording the Condominium Declaration. The terms and conditions of the Option to Expand shall be as follows:

7.2. The real property subject to the Option to Expand consists of the Additional Land.

7.3. Subject to the provisions of Section 7.4 below, the Option to Expand may be exercised at different times as to portions of the Additional Land, and in any order elected by Declarant. No assurance is made with regard to which portions of the Additional Land, if any, will be added to the Project or the order in which such portions will be so expanded. In the event the Option to Expand is exercised with respect to a portion of the Additional Land, the Option to Expand may subsequently be exercised with respect to any other portion of the Additional Land. There are no limitations as to which portions of the Additional Land may be added.

7.4. Declarant's Option to Expand is subject to all terms, conditions, restrictions, uses, limitations, obligations, approvals, and consents of or under the Master Documents, controlling Wasatch County regulations, including but not limited to any review and approval of municipal or Wasatch County authorities, design review requirements, and density restrictions, as may be legally required. Declarant shall not contradict the purposes, design review requirements, use restrictions and all other controlling provisions in the Master Documents in connection with its exercise of such Option to Expand. Nothing in this Condominium Declaration shall restrict Declarant in the location of improvements on the Additional Land or in the number, size or type of Units that may be created on the Additional Land, except as may be required by applicable zoning requirements, ordinances or regulations.

7.5. The total number of Units in the Project (including on any Additional Land) shall not exceed one hundred and eighty (180) total Units. The Units to be located on the Additional Land shall be subject to the same uses as set forth in this Condominium Declaration. The Units to be built on the Additional Land need not be substantially similar to the initial Units, but shall be compatible with the initial Units in quality of construction, principal materials to be used and architectural style. The Units and buildings to be built on the Additional Land may be substantially different in design, layout and building type. Declarant reserves the right to construct any other type of improvement on the Additional Land that may be developed as authorized by applicable zoning requirements, ordinances or regulations. Future improvements on the Additional Land may or may not be consistent with the initial improvements in structure, type, quality of construction, principal materials to be used and architectural style of the future Units. Improvements other than Buildings containing Units may be erected on any portion of the Additional Land. Further improvements on the Additional Land may include all improvements deemed necessary or desirable by Declarant, including without limitation, certain recreational facilities, parking areas, signage, flag poles, walkways and/or landscaping of the Common Areas and Facilities contained therein, but Declarant makes no assurances regarding such other improvements. Declarant reserves the right to add additional Limited Common Areas and Facilities to the Additional Land without limitation. Declarant further reserves the right to exercise all Developmental Rights with respect to any Units and Common Areas and Facilities located on the Additional Land.

7.6. To the extent Declarant adds Units to the Project, the undivided ownership interest in the Common Areas and Facilities and the corresponding responsibility for Common Assessments and votes for all Units in the Project shall be adjusted in accordance with the requirements of Section 5.2 and as may be further described in the Supplemental Declaration and Supplemental Condominium Plat Recorded in connection with Declarant's exercise of its Option to Expand. All Owners will continue to pay Common Assessments in accordance with Article 20 until such time as temporary or permanent certificates of occupancies for the Units or any other document evidencing that the Units are physically habitable or ready for occupancy, whether subject to conditions or otherwise, are issued by the appropriate authority and Common Assessments are triggered in accordance with Article 20 for the Units constructed according to the Supplemental Declaration and Supplemental Condominium Plat. It is contemplated that there may be multiple Supplemental Declarations filed and recorded by Declarant and such Supplemental Declarations are hereby expressly authorized.

7.7. In order to annex all or any portion of the Additional Land, Declarant and all owners and lessees of the Additional Land shall:

7.7.1. Record a Supplemental Condominium Plat showing the location and dimensions of the vertical and horizontal boundaries of each Unit, Common Areas and Facilities, or Limited Common Areas and Facilities, if any, constructed on the Additional Land or a portion thereof, and assigning any Limited Common Areas and Facilities which are to be appurtenant to any such Unit. Each such Supplemental Condominium Plat shall be certified as to its accuracy and compliance with the requirements of the Act by the engineer or land surveyor who prepared or supervised the preparation of it; and

7.7.2. Record simultaneously with each Supplemental Condominium Plat a Supplemental Declaration describing the expansion. Each such Supplemental Declaration shall assign a unit number to each new Unit and shall reallocate to each Unit, on the basis provided for in Section 5.2 of this Condominium Declaration, the percentage of undivided ownership interest in the Common Areas and Facilities appertaining to all Units following such expansion. Except as otherwise provided by the Act, each such Supplemental Declaration shall also describe the Common Areas and Facilities and the Limited Common Areas and Facilities, if any, created on the Additional Land or a portion thereof, showing or designating the Unit or Units to which each is assigned.

7.8. Declarant reserves the right to create and designate Limited Common Areas and Facilities on the Additional Land including balconies, parking stalls or other apparatus or air space intended to serve a single Unit or multiple Units. The size, type and total number of such Limited Common Areas and Facilities shall be reasonable as determined by Declarant and shall be appropriate to the Units involved in light of the number and nature of Units created on the Additional Land. No assurances are given regarding the type, size or number of Limited Common Areas and Facilities that may be created on the Additional Land.

7.9. If the Project is expanded under the Option to Expand, Declarant shall have the right without further conveyance or documentation to build roads and access ways to the Additional Land and to unilaterally Record such instruments as it determines is appropriate in its sole and subjective discretion.

7.10. Notwithstanding anything to the contrary which may be contained herein, this Condominium Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the submission of any portion of the Additional Land to the provisions of the Act; (ii) the creation, construction, or addition to the Project of any additional property; (iii) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (iv) the taking of any particular action with respect to the Project or any land.

8. NATURE AND INCIDENTS OF RESIDENTIAL UNIT OWNERSHIP.

8.1. Each Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Condominium Declaration.

8.2. Subject to the limitations contained in this Condominium Declaration and the Master Declaration, and subject to any rules and regulations, each Owner shall have the non-exclusive right to use and enjoy the Common Areas and Facilities and the exclusive right to occupy and use their Unit and any Limited Common Areas and Facilities designated for exclusive use by such Owner or a subset of Owners.

8.3. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries provided however, such Owner must obtain any necessary permits prior to commencing any such activities. Each Owner shall keep the interior of their Unit, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a sanitary condition and in a good state of repair. In the event that any such Unit should develop an unsanitary condition or fall into a state of disrepair and in the event that the Owner of such Unit should fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary condition or state of disrepair. Owners of adjoining Units may not reallocate or change the boundaries of such Units. No Owner may subdivide their Unit.

8.4. The Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter into any Unit for the purpose of maintenance, repairs, including emergency repairs, and for the purpose of abating a nuisance, or a known or suspected dangerous or unlawful activity.

8.5. All Owners and occupants hereby agree and acknowledge that Declarant or any other Owner may provide overnight occupancy accommodations. Furthermore, Declarant or any Owner may engage a third party to provide rental management services for such Owners Unit(s), including but not limited to entering into a long term contract with a service provider for such rental management services. Nothing in this Declaration shall limit the rights of Declarant or any other Owner to operate the Units owned by Declarant or an Owner, as applicable, for transient

rental purposes, including for long term or transient rental. During the Declarant Control Period, any amendment to this Section (except for a unilateral amendment by Declarant or an amendment an necessary or proper to effectuate Declarant's rights) or the right to rent a Unit, shall require the affirmative vote of at least eighty-five (85%) of the total votes in the Condominium Association. Following termination of the Declarant Control Period, any meeting of the Condominium Association to discuss or vote on any amendment to this Section or the right to rent a Unit, shall require attendance of at least eighty-five percent (85%) of the Owners and shall require the affirmative vote of at least sixty-seven percent (67%) of the total votes in the Condominium Association. Accordingly, each Owner hereby agrees and acknowledges that Units within the Project may not be eligible for the primary residential tax exemption allowed under Utah Code Ann. §59-2-103(2) (as amended), and may be assessed at a secondary residential tax rate.

8.6. No Owner may install any hot tub within any deck or patio area which is a part of their Unit or the Limited Common Areas and Facilities appurtenant to their Unit. No Owner shall store or locate a barbeque, skis, mountain bikes and other similar personal property within deck or patio areas whether located in the Unit or within Limited Common Areas and Facilities appurtenant to said Unit. The Condominium Association shall have the power to establish specific rules and regulations governing use of deck or patio areas.

8.7. The persons or entities who are at the time of reference Owners shall, together with all other Owners, be members of the Condominium Association, the characteristics and nature of which are determined by the Act, the Condominium Declaration, the Condominium Bylaws, the Condominium Articles and other applicable Utah law.

9. TITLE TO UNITS.

9.1. Title to a Unit within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

9.2. Except as otherwise provided herein, title to no part of a Unit within the Project may be separated from any other part thereof during the period of ownership, and each Unit, and the undivided interest in the Common Areas and Facilities appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law and by this Condominium Declaration, including appurtenant membership in the Condominium Association as herein set forth.

9.3. The Common Areas and Facilities shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

9.4. Each Owner shall have the right to encumber his or her interest in a Unit with a Mortgage. However, no Owner shall attempt to, or shall have the right to, encumber the Common Areas and Facilities or any part thereof except the undivided interest therein appurtenant to his or her interest in a Unit. Any Mortgage of any Unit within the Project shall be subordinate to all of the provisions of this Condominium Declaration and the Master Documents, and in the event of

foreclosure the provisions of this Condominium Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

9.5. No labor performed or services or materials furnished with the consent of or at the request of an Owner may be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless the other Owner has expressly consented to or requested the performance of such labor or furnishing of such services. Express consent shall be deemed to have been given by the Owner in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if authorized by the Condominium Association and provided for in the Condominium Declaration, shall be deemed to be performed or furnished with the express consent of each Owner. The Owner may remove his or her Unit from a lien against two (2) or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sums secured by such lien which is attributable to his or her Unit. Each Owner shall indemnify and hold harmless each of the other Owners and the Condominium Association from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Unit against the Unit of another Owner or against the Common Areas and Facilities, or any part thereof.

9.6. Every contract for the sale of a Unit, and every other instrument affecting title to a Unit within the Project may describe a Unit by the name of the Project, the Recording date for this Condominium Declaration, the County wherein the Project is located and its Unit Number as indicated in this Condominium Declaration or as shown on the Condominium Plat. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all the rights incident to ownership of a Unit within the Project and all of the limitations on such ownership as described in this Condominium Declaration.

9.7. At its own initiative or upon the written request of any Owner (if the Condominium Association determines that further action by the Condominium Association is proper), the Condominium Association shall enforce the indemnity provided by the provisions of Section 9.5 above by collecting from the Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanic's lien, including all costs and reasonable attorneys' fees incidental to the lien, and obtain a release of such lien. In the event that the Owner of the Unit on which the labor was performed or materials furnished refuses or fails to so indemnify within seven (7) days after the Condominium Association shall have given notice to such Owner of the total amount of the claim, or any portions thereof from time to time, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section 9.7, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit, and enforceable by the Condominium Association in accordance with Article 20 below.

9.8. Any person, on becoming an Owner, will furnish the secretary of the Condominium Association with a photocopy of the Recorded deed or other instrument or such other evidence as may be specified by the Management Committee under the Condominium Bylaws or the rules and regulations, vesting the person with the interest required to make him an Owner. At the same time,

the Owner will provide the Condominium Association with the single name and address to which the Condominium Association will send any notices given pursuant to the Condominium Documents. In the event of any change in the facts reported in the original written notice, including any change of ownership, the Owner will promptly give a new written notice to the Condominium Association containing all of the information required to be covered in the original notice. The Condominium Association will keep and preserve the most recent written notice received by the Condominium Association with respect to each Owner.

10. CERTAIN ADDITIONAL DEVELOPMENTAL RIGHTS.

The following additional Developmental Rights are hereby granted or reserved by Declarant:

10.1. Declarant hereby reserves an easement throughout the Project for a period of thirty (30) years from the Recording of this Condominium Declaration for the purpose of completing all improvements contemplated by the Condominium Declaration and the Condominium Plat, and for modifying the location, type, and nature of the same, as Declarant may determine in its sole and subjective discretion. In furtherance of this right, Declarant reserves for itself, and others it may unilaterally designate, the right to inspect, monitor, test, redesign, and correct any improvement or condition relating thereto that may exist or be located on any portion of the Project.

10.2. Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project and models in any of the Units which it owns or Leases or on the Common Areas and Facilities of the Project for a period of thirty (30) years from the Recording of this Condominium Declaration. Declarant shall be entitled to utilize, at any one (1) time, up to five (5) Units which it owns or Leases and some or all of the Common Areas and Facilities as sales offices, management offices, and models anywhere in the Project. Declarant may relocate sales offices, management offices and models to other Units or Common Areas and Facilities at any time.

10.3. There is hereby established a period of Declarant control of the Condominium Association, during which period Declarant or persons designated by it shall have the authority to appoint and remove the Condominium Association officers and members of the Management Committee. The Declarant Control Period shall terminate no later than the earlier of:

- (a) Six (6) years after the first Unit is conveyed to an Owner; or
- (b) After Units to which three-fourths (3/4) of the undivided interest in the Common Areas and Facilities appertain have been conveyed to Owners, or after all Additional Land has been added to the Project, whichever occurs later; or
- (c) The surrender by Declarant, at its option and in its sole and subjective discretion, of such right by written notice to the Management Committee.

10.4. Declarant may unilaterally amend the Condominium Plat at such time as the Building are constructed in the event there are material changes in the Building or Unit boundaries or elevations as constructed, as determined by Declarant in its sole and subjective discretion. Furthermore, Declarant hereby reserves for itself the right to effectuate minor realignments and

adjustments of Unit boundary lines for purposes of proper configuration and final engineering of the Project; provided that any such realignment and adjustment does not affect any existing Unit or improvement. The authority to realign and adjust such Unit boundary lines shall be exclusively reserved to Declarant in its sole and subjective discretion. Each Owner hereby irrevocably constitutes and appoints Declarant as each such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of signing any Plats or other documents necessary to effectuate such realignments or adjustments. Acceptance by any Owner of a deed or other instrument of conveyance shall constitute appointment of the attorney-in-fact as herein provided. All Owners hereby specifically acknowledge and agree that they shall cooperate with Declarant to effectuate such minor realignment and adjustment of their respective Units boundary lines by deed in form and content as requested by Declarant for the purposes of proper configuration and final engineering of the Unit in relationship to the development of the Project. Further, all Owners acknowledge and agree that no amendment to this Condominium Declaration or any Plat shall be required to effectuate any Unit boundary line adjustments, but is expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners, unless such joinder or consent is required under applicable law. Any adjustment of Unit boundary lines shall be done in accordance with the requirements of governing municipal authority ordinances and Utah law.

10.5. So long as Declarant has any Developmental Rights under this Condominium Declaration, Declarant hereby reserves the right to unilaterally promulgate certain rules, guidelines and restrictions regarding the appearance, design, maintenance, upkeep, decorating, furnishing and cleanliness of the Project, which rules, guidelines and restrictions shall be referred to as the "Project Quality Standard." The Project Quality Standard shall be subject to change over time, as Declarant determines is necessary or desirable, in order to adapt to technology, general market conditions, consumer preferences, trends, and standards in the relevant industry.

10.6. Declarant reserves for itself the unilateral right to apply for zoning, entitlements, and other land use approvals from the applicable municipal authority for all or a part of the Project, including Units sold to Owners, provided that no such application shall have a materially adverse effect on a Unit, as determined by Declarant in its sole and subjective discretion. Each Owner hereby irrevocably constitutes and appoints Declarant as each such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of signing any applications or other documents necessary for such approvals. Acceptance by any Owner of a deed or other instrument of conveyance shall constitute appointment of the attorney-in-fact as herein provided. All Owners hereby specifically acknowledge and agree that they shall cooperate with Declarant in all such applications.

10.7. Notwithstanding any other provision of this Condominium Declaration to the contrary, Declarant, without obtaining the consent of any other Owner or other entity (except for the Master Association), shall have the right to make changes or modifications to its plan of development with respect to any property owned by Declarant in any way which Declarant desires including, but not limited to, changing all or any portion of the property owned by Declarant or changing the nature or extent of the uses to which such property may be developed.

10.8. Notwithstanding anything contained herein to the contrary, no provision of this Condominium Declaration is intended or shall be construed to prevent or limit Declarant's rights to develop the Project and to exercise the rights reserved by Declarant as hereinafter provided.

Nothing in this Condominium Declaration shall be construed to require Declarant to develop any Units or improvements in any manner whatsoever. Any right or any interest reserved or contained in this Condominium Declaration for the benefit of Declarant may be transferred or assigned by Declarant, either separately or with one (1) or more other such rights or interests, to any person, corporation, partnership, association, or other entity, only by written and Recorded instrument executed by both Declarant and the transferee or assignee. Upon such Recording, Declarant's rights and obligations under this Condominium Declaration shall cease and terminate to the extent provided in such instrument. Furthermore, Declarant or its designees may transfer to the Condominium Association, and the Condominium Association shall accept, personal property and/or fee title or other property interests in any improved or unimproved real property included within the Project.

10.9. Nothing which may be orally represented to a purchaser by real estate brokers or salespersons representing Declarant shall be deemed to create any covenants or restrictions, express or implied, with respect to the use of any property subject to this Condominium Declaration.

10.10. Declarant shall not be required to obtain the consent of any Owners, Mortgagees, the Management Committee, or of any other person (except the Master Association) having any right or interest in all or any portion of the Project prior to or subsequent to its exercise of any Developmental Rights. It is contemplated that there may be multiple Supplemental Declarations and Supplemental Condominium Plats filed or Recorded by Declarant and such instruments are hereby expressly authorized.

10.11. The Condominium Association, the Management Committee, or any Owner may not take any action or adopt any rule or regulation that interferes with or diminishes any Developmental Rights hereunder, without Declarant's prior written consent. Any action taken in violation of this Section 10.11 shall be null and void and have no force or effect.

10.12. During the Declarant Control Period, for any Unit that Declarant sells to a third party, Declarant shall give that third party a copy of the Condominium Declaration and Condominium Bylaws and of the Condominium Association's most recent financial statement (which includes any reserve funds held by the Condominium Association or by a subsidiary of the Condominium Association).

10.13. To the extent available, any reimbursement or other payment resulting from the Project being part of the MIDA Project Area and Plan, including but not limited to the twenty-five percent (25%) reimbursement, or otherwise related to MIDA will belong exclusively to the Declarant, and all Owners, excluding Declarant and Declarant Affiliates, hereby waive any right, title, claim, or interest in or to such payments or reimbursements. The Condominium Association and each Owner, agrees to execute such further and additional instruments to evidence such waiver as may be requested by Declarant, in its sole and absolute discretion, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

11. RESTRICTIONS ON USE.

The Units and Common Areas and Facilities, including but not limited to the Limited Common Areas and Facilities, except as otherwise permitted in writing by the Management Committee shall be used in accordance with the following restrictions:

11.1. No Unit shall be used for commercial purposes; provided, however, that nothing in this Section 11.1 shall prevent: (i) Declarant or an affiliated entity or a duly authorized agent from using any Unit owned or Leased by Declarant as sales offices and model Units or a property management office as provided herein; or (ii) any Owner or his or her duly authorized agent from renting or assigning the use of his or her Unit from time to time.

11.2. No noxious, offensive or illegal activity shall be carried on in or upon any part of the Project nor shall anything be done on or placed in or upon any part of the Project which is or may become a nuisance or may cause unreasonable embarrassment, disturbance or annoyance to Owners.

11.3. No activities shall be conducted, or improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

11.4. No signs, flags or advertising devices of any nature, including, without limitation, for sale signs, political, informational or directional signs or devices, shall be erected or maintained on any part of the Project, except as may be necessary temporarily to caution or warn of danger, except as may be used by Declarant as part of its sales program, or except as approved or permitted by the County.

11.5. Except as otherwise required by applicable law, including, but not limited to, the Americans with Disabilities Act, no animals other than two (2) ordinary household pets may be kept or allowed to remain in or about any particular Unit. All animals are subject to applicable municipal authority pet ordinances, leash ordinances and any pet rules and regulations promulgated by the Management Committee. Except as otherwise prohibited by applicable law, Declarant during the Declarant Control Period, and thereafter the Management Committee, in its sole discretion, shall have the right to revoke such authorization at any time in its subjective discretion and shall have the power to require any Owner or guest to remove any animal or other pet belonging to it which is not disciplined or which constitutes an undue annoyance or a danger to other Owners, their guests, or others. Notwithstanding the forgoing, the Management Committee may impose more restrictive provisions regarding keeping or allowing animals to remain within Condominium Project.

11.6. The draperies, shades and other interior window coverings in Units shall present a uniform appearance from the outside of the Units. All draperies, shades or other interior window coverings shall be installed or employed in each Unit by the Management Committee or with the prior inspection and written approval of the Management Committee. The Management Committee shall have the right to establish rules requiring window coverings to present a uniform appearance from the exterior of Buildings.

11.7. No Owner shall, without the prior written consent of the Management Committee, make or permit to be made any alteration, improvement or addition in or to any Unit. No Owner

shall, without the prior written consent of the Management Committee, do any act that would impair the structural soundness or integrity of the Building or the safety of property, impair any easement or hereditament appurtenant to the Project, or make or permit to be made any alteration, improvement or addition to the Common Areas and Facilities. Except for an Owner's rights under the Federal Communications Commission's over-the-air reception devices rule (OTARD rule, 47 C.F.R. §1.4000), or other applicable laws, concerning the right to install and use an antenna or dedicated satellite dish to receive video services from direct broadcast satellite, broadband radio services, and television broadcast stations, the installation and use of any other antenna or satellite dish must be approved by Declarant or the Design Review Committee.

11.8. Except as otherwise provided in this Condominium Declaration, no Unit, or portions thereof, may be further divided or subdivided (either physically or legally) or a fractional portion thereof sold or conveyed so as to be held in divided ownership (as opposed to community property, tenancy in common, or other form of joint undivided ownership). This provisions shall not, in any way, limit Declarant from subdividing any Unit owned by Declarant at any time and for any reason.

11.9. No Owner shall, without the prior written consent of the Management Committee, make or permit to be made any exterior alteration, improvement or addition in or to any Unit or the Project. No Owner shall, without the prior written consent of the Management Committee, do any act that would impair the structural soundness or integrity of the Building or the safety of property, impair any easement or hereditament appurtenant to the Project, or make or permit to be made any alteration, improvement or addition to the Common Areas and Facilities (including Limited Common Areas and Facilities). No Owner shall, without the prior written consent of Declarant so long as Declarant or a Declarant Affiliate owns any land or improvements in the Project, improve or modify a Unit, any Limited Common Areas and Facilities or other Common Areas and Facilities in a manner that would increase the Square Footage of any Unit.

11.10. No trailer, tent, shack, garage, or barn, and no temporary buildings or structures of any kind, shall be used at any time as a place of residence, either temporary or permanent. Temporary buildings or structures may be used during the construction of any structure on any property, but shall be removed immediately after the completion of construction.

11.11. There shall be no obstruction of the Common Areas and Facilities by any Owner. Owners shall neither store nor leave any of their property in the Common Areas and Facilities, other than Limited Common Areas and Facilities appurtenant to their Unit, except with the prior consent of the Management Committee.

11.12. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit which would increase the rate of insurance on the Project or any part thereof over what the Condominium Association but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas and Facilities or any part thereof shall be committed by any Owner or guest, lessee, licensee or invitee

of any Owner, and each Owner shall indemnify and hold the Condominium Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or her or his or her guests, lessees, licensees or invitees.

11.13. No Owner shall violate the rules and regulations for the use of Units and Common Areas and Facilities as adopted from time to time by the Condominium Association.

11.14. No Owner of any Unit shall offer or sell any interest in such Unit for operation of a timesharing, interval ownership, club or similar program.

11.15. Any Lease agreement between an Owner and a lessee respecting a Unit shall be subject in all respects to the provisions of the Condominium Documents and the Master Documents, and any failure by the lessee to comply with the terms of such documents shall be a default under the Lease. All such Lease agreements shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to Lease his or her Unit. An Owner shall be responsible and liable for any damage to the Project caused by its Tenant.

11.16. Declarant may approve uses of Property which are incidental to the full enjoyment by the Owners of the Project. Such approval may be subject to such regulations, limitations, and restrictions as Declarant may wish to impose, in its sole and subjective discretion, for the benefit of the Project as a whole.

11.17. Nothing contained in this Condominium Declaration shall be construed to prevent the construction or maintenance by Declarant or its duly authorized agents of structures, improvements, or signs necessary or convenient to the development or sale of Units within the Project.

11.18. The Management Committee shall have the power to enforce the covenants and restrictions contained in the Condominium Documents, but only as said covenants and restrictions relate to the Project, and to collect assessments on behalf of the Condominium Association or the Master Association.

11.19. All of the Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth in the Master Declaration, each and all of which are declared and agreed to be for the benefit of the Project; further, each and all of the provisions of the Master Declaration and the Condominium Documents, shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of said Declarant, and any person acquiring, leasing, subleasing or owning an interest in the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors. Each Owner, by accepting a deed to a Unit, recognizes that the Project is subject to the Master Documents. Each Owner, by accepting a deed to a Unit, acknowledges that he has received copies of the Master Documents. The Owner agrees to perform all of his or her obligations provided under the Master Documents as they may from time to time exist, including, but not limited to, the obligation to pay assessments as required under the Master Declaration and other governing documents of the Master Association.

12. CONDOMINIUM ASSOCIATION AND MANAGEMENT COMMITTEE.

12.1. The Condominium Association shall be governed by the following provisions:

12.1.1. The persons or entities who are at the time of reference Owners shall, together with all other Owners, be members of the Condominium Association, the characteristics and nature of which are determined by the Act, the Condominium Declaration, the Condominium Bylaws, the Condominium Articles and other applicable Utah law. The Condominium Association shall register with the Utah Department of Commerce within ninety (90) days of the recordation of this Condominium Declaration. Within ninety (90) days after a change of any information provided in the Condominium Association's registration with the Utah Department of Commerce, the Management Committee shall submit an updated registration in the manner established by the Utah Department of Commerce and the Act.

12.1.2. The management and maintenance of the Project and the administration of the affairs of the Condominium Association shall be conducted by a Management Committee initially consisting of three (3) members, which may be increased to no more than nine (9) natural persons as provided in the Condominium Bylaws. The Management Committee shall be elected as provided in this Condominium Declaration and in the Condominium Bylaws.

12.1.3. Except as otherwise provided herein, the Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, the Nonprofit Act, this Condominium Declaration and the Condominium Bylaws, including but not limited to the following:

12.1.3.1. To make and enforce all rules and regulations covering the operation and maintenance of the Project and the Units.

12.1.3.2. To engage the services of the Common Area Manager, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefor.

12.1.3.3. To operate, maintain, repair, improve and replace the Common Areas and Facilities.

12.1.3.4. To determine and pay the Common Expenses.

12.1.3.5. To assess and collect the proportionate share of Common Expenses from the Owners, as provided in Article 20 hereinafter.

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

12.1.3.7. To open bank accounts on behalf of the Condominium Association and to designate the signatories therefor.

12.1.3.8. To purchase, hold, sell, convey, mortgage or Lease any one (1) or more Units in the name of the Condominium Association or its designee.

12.1.3.9. To bring, prosecute and settle litigation for itself, the Condominium Association and the Project, provided that it shall make no settlement which results in a liability against the Management Committee, the Condominium Association or the Project in excess of One Hundred Thousand Dollars (\$100,000.00) (as measured in year 2019 dollars and thereafter adjusted by the Cost of Living Index) without the prior approval of a majority of the Total Votes of the Condominium Association at a meeting or by written ballot distributed to Owners pursuant to the Condominium Bylaws; provided, any settlement which would be paid from proceeds of insurance which may be settled by the Condominium Association's insurance carrier and which in either case results in no actual liability of funds of the Condominium Association in excess of One Hundred Thousand Dollars (\$100,000.00) shall not require Condominium Association approval.

12.1.3.10. To obtain insurance for the Condominium Association with respect to the Units and the Common Areas and Facilities, as well as worker's compensation insurance.

12.1.3.11. To repair or restore the Project 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 Project from the provisions of the Act.

12.1.3.12. To borrow money for the purpose of improving the Common Areas and Facilities in a manner designed to promote the enjoyment and welfare of the Owners.

12.1.3.13. To pledge, hypothecate or otherwise encumber current or future Assessments for any purpose permitted under this Declaration.

12.1.3.14. To own, purchase or Lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient to the management of the business and affairs of the Condominium Association and the Management Committee and to the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

12.1.3.15. To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Condominium Bylaws. The Condominium Association or the Management Committee shall make available to the Owners, Mortgagees and the holders, insurers and guarantors of the First Mortgage on any Unit current copies of the Condominium Declaration, Condominium Articles, Condominium Bylaws and other rules governing the

Project and other books, records and financial statements of the Condominium Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

12.1.3.16. To do all other acts necessary for the operation and maintenance of the Project, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Project, including but not limited to, payment of delinquent utilities in accordance with the Act.

12.1.3.17. To prepare, adopt, amend and disseminate budgets and other information from time to time in accordance with the terms of the Condominium Bylaws.

12.1.3.18. To grant easements and rights-of-way over the Common Areas and Facilities and to approve signage for the Project.

12.1.3.19. Subject to the limitations of Section 12.1.5, the Act and any other applicable law, the Management Committee may delegate to a Common Area Manager by written agreement all of the foregoing powers, duties and responsibilities referred to in this Article 12.

12.1.3.20. The Management Committee may convey or subject to a Mortgage all or portions of the Common Areas and Facilities of the Project if Owners entitled to cast a majority of the Total Votes of the Condominium Association agree to that action at a meeting or by written ballot distributed to Owners by mail. However, all Owners of Units to which any Limited Common Areas and Facilities are appurtenant must agree to convey such Limited Common Areas or Facilities or subject same to the Mortgage. Any such agreement shall comply with all other applicable provisions of the Act.

12.1.3.21. Members of the Management Committee, the officers and any assistant officers, agents and employees of the Condominium Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Condominium Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for 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 Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

12.1.3.22. When a member of the Management Committee is sued for liability for actions undertaken in his or her role as a member of the Management Committee, the Condominium Association shall, subject to the provisions of the

Nonprofit Act, indemnify him or her for his or her losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful misconduct, intent to inflict harm on the Condominium Association or an Owner or with gross negligence. After such proof the Condominium Association is no longer liable for the cost of defense, and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Condominium Association, but may be recovered from persons whose activity gave rise to the damages.

12.1.4. Neither the Management Committee nor the Common Area Manager shall sell any property of the Condominium Association except as permitted by the Act and this Condominium Declaration.

12.1.5. The Condominium Association may contract or cooperate with other homeowners' associations or entities within the Mayflower Lakeside project or Wasatch County as convenient or necessary to provide services and privileges, such as access to recreational and transportation facilities, and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Condominium Association or such other organizations, for the benefit of Owners and their family members, guests, Tenants and invitees. The costs associated with such efforts by the Condominium Association (to the extent not chargeable to other organizations) shall be a Common Expense. Following termination of the Declarant Control Period, the Condominium Association may, in accordance with applicable law and upon receipt of necessary and appropriate approvals, merge with one or more condominium associations, within the Mayflower Lakeside project or Wasatch County.

12.1.6. The Management Committee may charge a reasonable fee for providing Condominium Association payoff information needed in connection with the closing of an Owner's financing, refinancing or sale of a Unit. Such fee shall not exceed the maximum amount (if any) set forth in the Act. The Management Committee must provide payoff information within five (5) business days after the closing agent for a transaction requests such information. Such request shall include all information required by the Act and be delivered in accordance with the requirements set forth in the Act. Even when not needed in connection with the closing of an Owner's financing, refinancing or sale of a Unit, an Owner may request in writing a written statement from the Management Committee indicating any unpaid Common Assessments with respect to the Owner's Unit. The Condominium Association may charge the Owner requesting the statement a fee not to exceed the maximum amount (if any) set forth in the Act.

12.1.7. The Condominium Association acting through the Management Committee may enter into a contract with the Common Area Manager for the management of the Project which complies with the requirements of this Article 12 as applicable to the Project. The Common Area Manager so engaged shall be responsible for managing the Project for the benefit of the Condominium Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Condominium

Association, be authorized to perform any of the functions or acts required to be performed by the Condominium Association itself. The Common Area Manager may or may not be the same manager employed by the Master Association. Any such management agreement executed on or before the termination of Declarant Control of the appointment of the Management Committee as described in Section 10.3 may be terminated by the Condominium Association without cause at any time after termination of such control. The above term and termination provisions shall not apply to any other types of service contracts.

12.1.8. NOTWITHSTANDING THE DUTY OF THE CONDOMINIUM ASSOCIATION OR THE MASTER ASSOCIATION TO MAINTAIN AND REPAIR PORTIONS OF THE PROJECT, AND EXCEPT TO THE EXTENT COVERED BY APPLICABLE INSURANCE FOR THE MASTER ASSOCIATION INSURANCE OR CONDOMINIUM ASSOCIATION INSURANCE, THE MASTER ASSOCIATION, CONDOMINIUM ASSOCIATION, THE MANAGEMENT COMMITTEE AND DECLARANT SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE PROJECT TO BE MAINTAINED AND REPAIRED BY THE MASTER ASSOCIATION OR THE CONDOMINIUM ASSOCIATION OR CAUSED BY OTHER OWNERS OR PERSONS.

13. MAINTENANCE, ALTERATION AND IMPROVEMENT.

13.1. The maintenance, replacement and repair of the Common Areas and Facilities within the Building shall be the responsibility of the Condominium Association, and the cost thereof shall be a Common Expense. The Condominium Association shall also maintain, replace and repair all, porches and decks and all conduits, ducts, plumbing and wiring and other central facilities for the furnishing of heat, air conditioning, gas, light, power, water and sewer service. All incidental damages caused to a Unit by the maintenance, replacement and repairs of the Common Areas and Facilities or utility services shall be repaired promptly and the cost thereof charged as a Common Expense. As further provided in the Master Declaration, the Master Association will manage, maintain and operate all Master Association Maintenance Areas, including those Common Areas and Facilities outside the footprint of the Building but within the Project. The Master Association's management, maintenance and operation may be pursuant to an agreement between the Condominium Association and the Master Association. The Condominium Association shall levy and collect Common Assessments related to maintenance, management and operation of the Common Areas and Facilities, which shall include the Condominium Association's share of the Master Association Assessments.

13.2. Some of the Common Areas and Facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Condominium Association shall have the irrevocable right to have access to each Unit and to all Common Areas and Facilities from time to time during such reasonable hours as may be necessary for the cleaning, repair or replacement of any Common Areas and Facilities or for making any emergency repairs at any time and when necessary to prevent damage to the Common Areas and Facilities or to any Unit. The Condominium Association shall also have the irrevocable right to have access to any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, painting,

landscaping, construction or reconstruction for which the Condominium Association is responsible or for the purpose of abating a nuisance or a known or suspected dangerous or unlawful condition. Such entry shall be made with as little inconvenience to the Owners as is practicable under the circumstances and any damage caused thereby shall be repaired by the Condominium Association.

13.3. Notwithstanding anything in this Condominium Declaration to the contrary, the Owner at the Owner's expense shall maintain and keep in repair the interior of the Unit, including the fixtures and utilities located in the Unit to the extent current repair shall be necessary in order to avoid damaging other Units or the Common Areas and Facilities. All fixtures, equipment, and utilities installed and included in a Unit serving only that Unit, commencing at a point where the fixtures, equipment and utilities enter the Unit, shall be maintained and kept in repair by the Owner of that Unit. An Owner shall also maintain and keep in repair any entry door or doors serving such Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of any Building, or impair any easement or hereditament. Except as otherwise provided in this Condominium Declaration, an Owner shall also have the obligation to maintain and keep in repair all appurtenant Limited Common Areas and Facilities at such Owner's expense. No Owner shall alter any Common Areas and Facilities without the prior written consent of the Condominium Association.

13.4. In the event that portions of a Unit or other improvements are not properly maintained and repaired, and if the maintenance responsibility for the unmaintained improvement lies with the Owner of the Unit, or in the event that such improvements are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Condominium Association, after written notice to the Owner and the expiration of a thirty (30) day cure period, and with the approval of the Management Committee, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and other improvements to a condition of good order and repair; provided, however, if such repair and reconstruction due to an event of casualty cannot be reasonably performed within such thirty (30) day cure period, the Owner shall have such time as reasonably required to perform such repair and reconstruction so long as the work has been commenced within such cure period and is diligently pursued to completion. All costs incurred by the Condominium Association in connection with the restoration shall be reimbursed to the Condominium Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 20 of this Condominium Declaration.

14. INSURANCE.

14.1. The Condominium Association shall at all times maintain in force insurance meeting the following requirements:

14.1.1. A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Project, including: Common Areas and Facilities; Limited Common Areas and Facilities; the Building including all Units; fixtures, machinery,

building service equipment, personal property and supplies comprising a part of the Common Areas and Facilities maintained for the service of the Project or owned by the Condominium Association, but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. As a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage. If the Management Committee deems such advisable, the insurance policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (i) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance); or (ii) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one hundred percent (100%) of the property's insurable replacement cost but no more) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance). Unless the Management Committee otherwise determines, the maximum deductible amount for such a policy covering the Common Areas and Facilities shall be the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount.

14.1.2. If any habitable structure located within the Project is or comes to be situated in a Special Flood Hazard Area ("SFHA") as designated on a Flood Insurance Rate Map, a "master" or "blanket" policy of flood insurance shall be maintained covering the Building (a separate policy is required for each separate multi-story building that houses Units), any machinery and equipment that are not part of a Building and all Common Areas and Facilities within the Project (hereinafter "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Administration Program for all Building and Insurable Property within any portion of the Project located within a designated SFHA; or (ii) one hundred percent (100%) of the insurable value of all such facilities. The maximum deductible amount for any such policy shall be the lessor of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy face amount. Flood insurance required under this Section 14.1.2 must be in force within one hundred twenty (120) days of the effective date of the Flood Insurance Rate Map change or related change announcement. The Management Committee may waive the flood insurance requirement under this Section 14.1.2 if:

- (a) The Property or a portion of it is in an SFHA but the improvements are not;
- (b) The owner or Declarant has provided the Management Committee with a letter of map amendment from the Federal Emergency Management Agency; or

(c) The owner or Declarant has provided the Management Committee with a Letter of Map Revision from the Federal Emergency Management Agency removing the Property's SFHA designation.

14.1.3. The name of the insured under each policy required to be maintained by the foregoing Sections 14.1.1 and 14.1.2 shall be the Condominium Association for the use and benefit of the individual Owners (said Owners shall be designated by name if required by law). Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Condominium Association, including any trustee with whom the Condominium Association has entered into an insurance trust agreement, or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), for the use and benefit of the individual Owners. Loss payable shall be in favor of the Condominium Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's Mortgagee. Each Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

14.1.4. Each policy required to be maintained by the foregoing Sections 14.1.1 and 14.1.2 shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Project is located. In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Condominium Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.

14.1.5. Each policy required to be maintained by the foregoing Sections 14.1.1 and 14.1.2 shall provide, if available, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively or the Condominium Association; and the policy is primary in the event the Owner has other insurance covering the same loss.

14.1.6. In contracting for the policies of insurance required to be maintained by the foregoing Section 14.1.1, the Management Committee shall make reasonable efforts to secure (where economically feasible and reasonably available) coverage commonly required by private mortgage investors for projects similar in construction, location and use, which provides the following endorsements: (i) "Inflation Guard Endorsement"; (ii) "Building Ordinance or Law Endorsement", if the enforcement of any building, zoning, or land use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs. (The endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (iii) "Steam Boiler and Machinery Coverage Endorsement", if the project has central heating or cooling, which shall provide that the insurer's minimum liability per accident at least equals the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the Building containing the boiler or machinery. In lieu of obtaining

the "Steam Boiler and Machinery Coverage Endorsement", the Management Committee may purchase separate stand-alone boiler and machinery coverage.

14.1.7. The Condominium Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Condominium Association and for all other persons handling or responsible for funds of or administered by the Condominium Association whether or not that individual receives compensation for services. Furthermore, where the Condominium Association has delegated some or all of the responsibility for the handling of funds to the Common Area Manager, the Common Area Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Condominium Association, for the Common Area Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Condominium Association. In addition, the Common Area Manager shall, within a reasonable time period, submit evidence to the Condominium Association that he or she has secured such fidelity insurance. The total amount of fidelity bond coverage required shall be based upon the Condominium Association's best business judgment and shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Condominium Association, or the Common Area Manager, as the case may be, at any given time during the term of each bond.

14.1.8. The Condominium Association shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, Building exteriors, public ways in the Project, all other areas of the Project that are under the Condominium Association's supervision, whether or not such spaces are Leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least Two Million Dollars (\$2,000,000.00) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, Building exteriors, and legal liability arising out of lawsuits related to employment contracts of the Condominium Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location, and use, including but not limited to (where economically feasible and if available), bailee's liability, elevator collision liability, garage keeper's liability, host liquor liability, contractual and all-written contract insurance, workers' compensation and employer's liability insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Condominium Association or any other Owner. Such policy shall provide that it may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium Association and to each First Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

14.1.9. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Condominium Association, the Condominium Association's authorized representative, including any Insurance Trustee, who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Condominium Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Condominium Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Condominium Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

14.1.10. Each insurance policy maintained pursuant to the foregoing Sections 14.1.1, 14.1.2, 14.1.7, and 14.1.8 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has an A general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide or an A or better rating from Demotech, Inc., or which is written by Lloyd's of London. No such policy shall be maintained where: (i) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Management Committee, or the Condominium Association; (ii) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Management Committee, the Condominium Association, or Owner) from collecting insurance proceeds. The provisions of this Section 14.1.10 and of the foregoing Sections 14.1.1, 14.1.2, 14.1.7, and 14.1.8 shall not be construed to limit the power or authority of the Condominium Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Condominium Association may deem appropriate from time to time.

14.1.11. All insurance policies shall be reviewed at least annually by the Management Committee in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Condominium Declaration.

14.1.12. Notwithstanding the foregoing, the Condominium Association shall not be obligated to obtain any coverage which would duplicate or overlap to a significant degree with the insurance coverage obtained by the Master Association on the Master Project.

14.1.13. Notwithstanding anything in this Article 14 to the contrary, it shall be the responsibility of each Owner, at such Owner's expense, to maintain physical damage

insurance on such Owner's personal property and furnishings. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Unit as the Owner in the Owner's sole discretion shall conclude to be desirable. However, none of such insurance coverages obtained by such Owner shall affect any insurance coverage obtained by the Condominium Association or cause the diminution or termination of that insurance coverage, nor shall such insurance coverage of an Owner result in apportionment of insurance proceeds as between policies of insurance of the Condominium Association and the Owner. An Owner shall be liable to the Condominium Association for the amount of any such diminution of insurance proceeds to the Condominium Association as a result of insurance coverage maintained by the Owner, and the Condominium Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a default Assessment, with the understanding that the Condominium Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Condominium Association and other Owners.

14.1.14. An Owner who owns a Unit that has suffered Unit Damage (as defined below) as part of a Covered Loss (as defined below) is responsible for an amount calculated by applying the Unit Damage Percentage (as defined below) for that Unit to the amount of the deductible under the property insurance policy of the Condominium Association. If an Owner does not pay such amount within thirty (30) days after substantial completion of the repairs to the Unit, the Condominium Association may levy an assessment against the Owner for that amount. As used in this paragraph, "Covered Loss" means a loss, resulting from a single event or occurrence, that is covered by a property insurance policy of the Condominium Association, "Unit Damage" means damage to a Unit or to Limited Common Areas and Facilities applicable to that Unit, or both, and "Unit Damage Percentage" means the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage. If, in the exercise of the business judgment rule, the Management Committee determines that a Covered Loss is likely not to exceed the property insurance policy deductible of the Condominium Association and until it becomes apparent the Covered Loss exceeds the deductible of the property insurance of the Condominium Association and a claim is submitted to the property insurance insurer of the Condominium Association: (i) the Owner's policy is considered the policy for primary coverage to the amount of the policy deductible of the Condominium Association for Unit Damage; (ii) the Condominium Association is responsible for any Covered Loss to any Common Areas and Facilities; (iii) an Owner who does not have a policy to cover Unit Damage is responsible for that damage and the Condominium Association may recover any payments the Condominium Association makes to remediate the Unit Damage; and (iv) the Condominium Association need not tender the claim to the Condominium Association's insurer. The Condominium Association shall provide notice to an Owner of such Owner's payment obligations described in herein.

15. DESTRUCTION OR DAMAGE.

15.1. All of the Owners irrevocably constitute and appoint the Condominium Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of

a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Condominium Association as his or her attorney-in-fact as herein provided. As attorney-in-fact, the Condominium Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Condominium Association except as otherwise provided in this Condominium Declaration.

15.2. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.

15.3. In the event all or any part of the Project is damaged or destroyed, the Condominium Association shall proceed as follows:

15.3.1. The Condominium Association shall give timely written notice to any Eligible Mortgagee on a Unit who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or Facilities or a Unit subject to such First Mortgage.

15.3.2. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Condominium Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.

15.3.3. If the proceeds of the insurance maintained by the Condominium Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.

15.3.4. If the proceeds of the insurance maintained by the Condominium Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Condominium Association shall levy a Special Common Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Common Assessment shall be allocated and collected as provided in Section 20.1.3 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

15.3.5. If the proceeds of the insurance maintained by the Condominium Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if within one hundred (100) days following the damage or destruction, Owners entitled to vote at least seventy-five percent (75%) of the votes of the Total Votes of the

Condominium Association vote to carry out such repair and reconstruction. If, however, the Owners do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the votes of the Total Votes of the Condominium Association to carry out such repair and reconstruction and if, to the extent permitted by the Act, Eligible Mortgagees who represent at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by Eligible Mortgagees do not approve such repair and reconstruction, the Condominium Association shall Record a notice setting forth such facts. Upon the Recording of such notice, the following shall occur:

15.3.5.1. The Project shall be deemed to be owned in common by the Owners;

15.3.5.2. Each Owner shall own an undivided interest in the Project equal to his or her ownership interest in the Common Areas and Facilities;

15.3.5.3. Any liens affecting any of the Units shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

15.3.5.4. The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one (1) fund and shall be divided among all Owners in an amount equal to the percentage of undivided interest owned by each Owner in the Project after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

15.3.6. In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

15.4. If the damage or destruction is to be repaired or reconstructed as provided above, the Condominium Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Condominium Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Condominium Declaration and the original architectural plans and specifications.

15.5. If repair or reconstruction is to occur, the insurance proceeds held by the Condominium Association and any amounts received from Special Common Assessments made

pursuant to Section 20.1.3 hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in accordance with their undivided percentage interest in the Common Areas and Facilities.

15.6. This Article 15 shall not be amended unless Owners entitled to vote at least seventy-five percent (75%) of the Total Votes of the Condominium Association consent and agree to such amendment and such consent and agreement is reflected in an instrument duly executed by the Condominium Association and Recorded in accordance with the provisions of this Condominium Declaration.

16. TERMINATION.

16.1. Except as otherwise provided in Article 15, the Project may be terminated only by the affirmative vote of Owners holding at least seventy-five percent (75%) of the Total Votes of the Condominium Association at a meeting of the Owners duly called for such purpose.

16.2. All of the Owners may remove the Project from the provisions of the Act by an instrument duly Recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly Recorded that their liens are transferred to the fractional ownership interest of the Owners in the Project. Provided further, as long as Declarant has ownership rights in the Project, its consent shall also be required to remove the Project from the provisions of the Act.

16.3. A termination agreement may provide that all the Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

16.4. The Condominium Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 16.1 and 17.2. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Condominium Association as trustee for all Owners. Thereafter, the Condominium Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Condominium Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the Owners respective undivided interest in the Common Areas and Facilities. Unless otherwise specified in the termination agreement, as long as the Condominium Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Condominium Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all Common Assessments and other obligations imposed on Owners by this Condominium Declaration

16.5. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Condominium Association, shall be held by the Condominium Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units which were Recorded before termination may enforce those liens in the same manner as any lienholder.

17. EMINENT DOMAIN.

17.1. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one (1) or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Management Committee and each Owner shall be entitled to notice thereof and the Management Committee shall, and the Owners at their respective expense may, participate in the proceedings incident thereto.

17.2. With respect to the Common Areas and Facilities or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his or her ownership interest in the Common Areas and Facilities. This provision does not prohibit a majority of the Owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Condominium Declaration and the Condominium Plat are duly amended.

17.3. With respect to one (1) or more Units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damages or destruction pursuant to Article 15 above and shall be deposited with the Management Committee as trustee. Even though the damage or awards may be payable to one (1) or more Owners, the Owners shall deposit the damages or awards with the Management Committee as trustee. In the event an Owner refuses to so deposit his or her award with the Management Committee, then at the option of the Management Committee, either a Special Common Assessment shall be made against the defaulting Owner and his or her Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.

17.4. In the event the Project is removed from the provisions of the Act pursuant to Article 16 above, the proceeds of the damages or awards shall be distributed or used in accordance with the Owners respective undivided interest in the Common Areas and Facilities.

17.5. If one (1) or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:

17.5.1. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.

17.5.2. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owners thereof. The remaining portion of such Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Owners in the manner approved by the Management Committee. The ownership interest in the Common Areas and Facilities appurtenant to the Units that continue as part of the Project shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Owners.

17.6. Changes in Units, in the Common Areas and Facilities and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Article 17 shall be evidenced by an amendment to this Condominium Declaration and the Condominium Plat, which need not be approved by the Owners.

18. MORTGAGEE PROTECTION.

18.1. Upon written request made to the Condominium Association by a First Mortgagee, or an insurer or governmental guarantor of a First Mortgage, which written request shall identify the name and address of such First Mortgagee, insurer or governmental guarantor and Unit Number, any such First Mortgagee, insurer or governmental guarantor shall be entitled to timely written notice of:

18.1.1. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor;

18.1.2. Any delinquency in the payment of Common Assessments or charges owed by an Owner, whose Unit is subject to a First Mortgage held, insured or guaranteed by such First Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days;

18.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; and

18.1.4. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.2 below or elsewhere herein.

18.1.5. Any judgment rendered against the Condominium Association.

18.2. Except as provided elsewhere in this Condominium Declaration, or except as provided by the Act, the vote or prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the Total Votes of the Condominium Association (unless pursuant to a specific provision of this Condominium Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Condominium Association is required, in which case such specific provisions shall control), and Eligible Mortgagees holding First Mortgages on Units having at least fifty-one percent (51%) of the votes of the Units subject to First Mortgages held by Eligible Mortgagees shall be required to:

18.2.1. Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.

18.2.2. Amend any material provision of the Condominium Declaration, Condominium Articles, Condominium Bylaws or Condominium Plat. "Material provisions" include any provision affecting the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only):

18.2.2.1. Voting rights;

18.2.2.2. Changes in the method of calculating the Common Assessments, obligations, maintenance fees, or other charges which may be levied against an Owner;

18.2.2.3. Reductions in reserves for maintenance, repair, and replacement of Common Areas and Facilities;

18.2.2.4. Responsibility for maintenance and repairs;

18.2.2.5. Reallocation of interests in the Common Areas and Facilities, except where otherwise specifically permitted by this Condominium Declaration, or rights to their use;

18.2.2.6. Convertibility of Units into Common Areas and Facilities or vice versa, except as otherwise permitted by this Condominium Declaration;

18.2.2.7. Substantial reduction in hazard or fidelity insurance requirements;

18.2.2.8. Imposition of any restrictions on the leasing of Units;

18.2.2.9. Imposition of any restrictions on Owner's right to sell or transfer his or her Unit;

18.2.2.10. Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Condominium Declaration; or

18.2.2.11. The benefits of Eligible Mortgagees.

Any Mortgagee, insurer or governmental guarantor who receives a written request from the Condominium Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Condominium Association a negative response within thirty (30) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

18.3. The Condominium Association shall maintain and have current copies of the Condominium Declaration, Condominium Articles, Condominium Bylaws, and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of First Mortgages that are secured by Units in the Project. Generally, these documents shall be available during normal business hours and as required by the Nonprofit Act and the Act, including on any active website that may be maintained by the Condominium Association. All requests by an Owner to inspect or copy Condominium Association documents shall follow the requirements set forth in the Nonprofit Act and the Act.

18.4. The lien or claim against a Unit for unpaid assessments or charges levied by the Condominium Association pursuant to this Condominium Declaration shall be subordinate to the First Mortgage affecting such Unit if the First Mortgage was Recorded before the delinquent assessment was due, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Unit shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Condominium Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit affected or previously affected by the First Mortgage concerned. All taxes, Common Assessments and charges that may become liens prior to the First Mortgage under Utah law relate only to the individual Units and not to the Project as a whole.

18.5. In the event any taxes or other charges which may or have become a lien on the Common Areas and Facilities are not timely paid, or in the event the required hazard insurance described in Section 14.1.1 lapses, is not maintained, or the premiums therefore are not paid when due, any Mortgagee or any combination of Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Condominium Association.

18.6. No provision of this Condominium Declaration or the Condominium Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Units or the Common Areas and Facilities.

18.7. No Amendment to this Article 18 shall materially adversely affect the rights of an Eligible Mortgagee under this Article 18 who has Recorded a valid First Mortgage prior to the Recordation of any such Amendment.

19. AMENDMENT.

19.1. Except as provided elsewhere in this Condominium Declaration, any amendment to this Condominium Declaration or the Condominium Plat shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Condominium Association cast in person

or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this Article 19 shall be accomplished through the Recordation of an instrument executed by the Condominium Association. In such instrument, an officer or member of the Condominium Association shall certify that the vote required by this Article 19 for amendment has occurred.

19.2. Declarant alone may amend or terminate this Condominium Declaration or the other Condominium Documents prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Condominium Declaration or the other Condominium Documents to the contrary, this Condominium Declaration and the other Condominium Documents may also be amended unilaterally at any time and from time to time by Declarant: (i) if such Amendment is necessary to bring any provision into compliance with any applicable governmental statute, ordinance, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) to make technical corrections to fix mistakes or remove/clarify ambiguities; (iii) if such Amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Project or any Unit; or (iv) if such Amendment is necessary in connection with Declarant's exercise of any of its Developmental Rights. Further, prior to the expiration of the Declarant Control Period, Declarant may unilaterally amend this Condominium Declaration or the other Condominium Documents for any other purpose so long as any such Amendment does not materially adversely affect title to any property without the consent of the affected Owner.

19.3. Anything in this Article 19 or Condominium Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Condominium Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Condominium Declaration or approval of the sale of Units, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof. Any such amendment shall be effected by the Recordation by Declarant of an Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when Recorded, shall be binding upon all Units and all persons having an interest therein. It is the desire of Declarant to retain control of the Condominium Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this Article 19 deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Condominium Declaration to restore such control.

19.4. Notwithstanding the foregoing, no amendment to this Condominium Declaration may be Recorded that would render the Project in violation of the Master Documents without the prior written consent of the Master Association.

19.5. Notwithstanding anything contained in this Condominium Declaration to the contrary, because the Plat has been Recorded prior to the construction of the Units, Declarant

reserves the right to unilaterally amend the Plat at any time, and from time to time, if such amendment is necessary to make technical corrections, to satisfy the requirements of any governmental authority, to correct mistakes, remove/clarify ambiguities or to accurately reflect the "as-built" Units on the Plat. Such amendment is expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners, unless such joinder or consent is required under applicable law.

19.6. It is the desire of Declarant to preserve its Developmental Rights and retain control of the Condominium Association and its activities during the anticipated period of planning and development of the Project. Any Amendment pursuant to the provisions of this Article that diminishes or alters any Developmental Right or such control of the Condominium Association shall be deemed null, void, and of no effect whatsoever unless Declarant has joined in the execution of such Amendment.

20. ASSESSMENT OF UNITS BY THE CONDOMINIUM ASSOCIATION.

20.1. The making and collection of Common Assessments by the Condominium Association from Owners of Units for their share of Common Expenses shall be pursuant to the Condominium Bylaws and subject to the following provisions:

20.1.1. Each Owner, including Declarant, for each Unit which it owns, shall be liable for a proportionate share of the Common Expenses, such share being the same as the ownership interest in the Common Areas and Facilities appurtenant to the Unit owned by him or her. Each Owner by accepting a deed or conveyance to a Unit agrees to be bound by all of the terms and provisions of the Master Declaration and agrees to pay, as and when due, its applicable Master Assessments, costs and fees arising under the Master Declaration. Notwithstanding the foregoing, the Owner's pro rata share of Master Assessments may be assessed and collected as part of the Common Assessments, and paid by the Condominium Association to the Master Association. Two separate and distinct funds shall be created and maintained hereunder, one (1) for operating expenses and one (1) for capital reserve expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this Article 20 shall be the Common Expense Fund. Common Assessments shall include Regular Common Assessments, Special Common Assessments and any other assessments levied by the Condominium Association. Until the Condominium Association makes an assessment for Common Expenses, the Declarant shall pay all Common Expenses. After an assessment has been made by the Condominium Association, Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Condominium Association in accordance with the provisions of this Condominium Declaration and the Condominium Bylaws. Regular Common Assessments shall be levied against each separate Unit, and shall commence as to all Units in each phase of the Project on the first day of the month following the closing of the first sale of a Unit in such phase.

20.1.2. The Condominium Association may not impose a Regular Common Assessment per Unit which is more than twenty-five percent (25%) greater than the previous year's Regular Common Assessment, without first obtaining the affirmative vote of Owners, cast at a meeting of the Condominium Association at which a quorum is

present. The Condominium Association shall provide notice, by first class mail to all Owners, of any increase in the Regular Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date the increased Regular Common Assessment is due.

20.1.3. In addition to the Regular Common Assessments, the Condominium Association may levy in any calendar year, Special Common Assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Areas and Facilities, including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls in the collection of Common Assessments from the Owners. The portion of any Special Common Assessment levied against a particular Unit shall be equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. These provisions with respect to the imposition or allocation of Special Common Assessments shall not apply when the special assessment against an Owner is a remedy utilized by the Management Committee to reimburse the Condominium Association for costs incurred in bringing the Owner and/or his or her Unit into compliance with the provisions of this Condominium Declaration, the Condominium Bylaws, rules and regulations of the Condominium Association, or any other governing instrument for the Project. The Management Committee shall provide notice by first class mail to all Owners of any Special Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Assessment is due.

20.1.4. All Common Assessments shall be due as determined pursuant to this Condominium Declaration and the Condominium Bylaws. Common Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of twenty-one percent (21%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments when due shall be subject to a reasonable late fee, established by the Management Committee from time to time. All payments of Common Assessments shall be first applied to accrued interest and late fees, costs of collection, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Condominium Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Condominium Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reallocated, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners. There shall be a lien upon the applicable Unit for all unpaid Common Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to this Condominium Declaration and the Act. The recordation of this Condominium Declaration in the Office of the Wasatch County Recorder constitutes record notice and perfection of such assessment lien. In order to establish the priority of the lien pursuant to Section 20.1.6 below, a written notice of lien shall be recorded setting forth the amount of the Common Assessment, the date(s) due, the

amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. No notice of lien shall be recorded until there is a delinquency in payment of the Common Assessment. Such lien may be enforced by sale or foreclosure by the Management Committee or Common Area Manager conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law including specifically, but without limitation, the method recognized under the laws of the State of Utah for the enforcement of a mechanics lien which has been established in accordance with the provisions of Title 38, Chapter 1a, Utah Code Ann., as amended from time to time.

20.1.5. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. To the extent any Owner fails to pay its Master Assessments, all of the lien rights and other remedies contained in this Article 20 shall be available to the Master Association or the Condominium Association in order to cause collection of said Master Assessments. The Owner shall also be required to pay to the Condominium Association any Common Assessments against the Unit which shall become due during the period of foreclosure, together with interest and late fees as set forth herein, and all such Common Assessments shall be secured by the lien being foreclosed. In furtherance of such foreclosure rights, the Condominium Association may bring an action at law against the Owner personally obligated to pay the same or the Condominium Association may foreclose the lien in accordance with the provisions of the Act. Declarant, Condominium Association and each Owner hereby convey and warrant pursuant to Utah Code Ann. §§ 57-1-20 and 57-8-45 to Coalition Title Agency, with power of sale, the Units and all improvements to the Units for the purpose of securing payment of Common Assessments under the terms of this Condominium Declaration. Provided, however, the Condominium Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1, Utah Code Ann. Each Owner hereby conveys all of its right, title and interest in its Unit to such trustee, in trust, with a power of sale, for the sole purpose of securing each Owner's obligations under this Condominium Declaration, including but not limited to the obligation to pay all Common Assessments. The Condominium Association may, through the Common Area Manager or other duly authorized agent, bid on the Unit at any foreclosure sale and acquire, hold, Lease, mortgage and convey the same.

20.1.6. The lien of the Condominium Association has priority over each lien and encumbrance on a Unit except: (i) a lien or encumbrance Recorded before Recordation of this Condominium Declaration; (ii) a first or second Mortgage on a Unit that is recorded before a Recorded notice of lien by or on behalf of the Condominium Association; or (iii) a lien of real estate taxes or other governmental assessments or charges against the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Condominium Association from taking a deed in lieu of foreclosure.

20.1.7. At least thirty (30) calendar days before initiating a nonjudicial foreclosure, the Condominium Association shall provide notice ("Foreclosure Notice") to the Owner that is the intended subject of the nonjudicial foreclosure. The Foreclosure

Notice shall: (i) notify the Owner that the Condominium Association intends to pursue nonjudicial foreclosure with respect to the Owner's Unit to enforce the Condominium Association's lien for unpaid assessments; (ii) notify the Owner of the Owner's right to demand judicial foreclosure in the place of nonjudicial foreclosure; (iii) be sent to the Owner by certified mail, return receipt requested and be included with other Condominium Association correspondence to the Owner; and (iv) be in substantially the following form:

**NOTICE OF NONJUDICIAL FORECLOSURE
AND RIGHT TO DEMAND JUDICIAL
FORECLOSURE**

The Mayflower Lakeside Village Condominium Owners Association (Building 6), Inc., a Utah nonprofit corporation (the "Condominium Association"), the Condominium Association for the project in which your unit is located, intends to foreclose upon your unit and allocated interest in the common areas and facilities using a procedure that will not require it to file a lawsuit or involve a court. This procedure is being followed in order to enforce the Condominium Association's lien against your unit and to collect the amount of an unpaid assessment against your unit, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the Condominium Association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that 'I demand a judicial foreclosure proceeding upon my unit,' or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within fifteen (15) days after the date of the postmark on the envelope in which this notice was mailed to you. The address to which you must mail your demand is MAYFLOWER LAKESIDE DEVELOPMENT, LLC, 5320 SOUTH 900 EAST, SUITE 230, MURRAY, UTAH 84117.

20.1.8. The Condominium Association may not use a nonjudicial foreclosure to enforce a lien if an Owner mails the Condominium Association a written demand for judicial foreclosure: (i) by U.S. mail, certified with a return receipt requested; (ii) to the

address stated in the Foreclosure Notice; and (iii) within fifteen (15) days after the date of the postmark on the envelope of the Foreclosure Notice.

20.1.9. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her Common Assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. The Management Committee, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit. This statement shall be furnished within ten (10) business days after receipt of the request and upon payment of a reasonable fee and is binding on the Condominium Association, the Management Committee, the Common Area Manager and every Owner, in favor of all who rely on such statement in good faith. The grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth in the statement furnished under this Section 20.1.9.

20.1.10. The amount of any Common Assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Condominium Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Condominium Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his or her Unit or by waiving any services or amenities provided for in this Condominium Declaration. In the event of any suit to recover a money judgment of unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Condominium Association in connection therewith, including reasonable attorneys' fees.

20.1.11. The lien to secure unpaid assessments shall not be affected by the sale or transfer of the Unit unless foreclosure by a First Mortgagee is involved in which case any First Mortgagee who obtains title to a Unit pursuant to the remedies in the Mortgage or through foreclosure will not be liable for Common Assessments or charges accrued before the acquisition of the title to the Unit by the First Mortgagee, but such acquisition shall not relieve any Owner from paying further assessments. If the Condominium Association's lien priority includes costs of collecting unpaid Common Assessments, the Condominium Association will be liable for any fees or costs related to the collection of such unpaid Common Assessments.

20.2. The Condominium Association through the Management Committee shall include in the Common Assessments amounts representing sums to be used for the replacement of or additions to capital items or improvements in the Project. Said amounts shall be dedicated for the uses provided in this Section 20.2 and shall be set up as capital reserve accounts for each Unit. Upon the transfer of a Unit, the capital reserves previously paid by the transferring Owner shall remain the property of the Condominium Association, for the use and benefit of the Condominium Association in making future repairs, replacements, improvements and capital additions to the Project. Each year the Condominium Association shall provide a summary of the most recent reserve analysis, including any updates, to each Owner. Owners may receive a complete copy of the reserve analysis upon a request submitted to the Management Committee. In assessing the

Owners for capital improvements to the Common Areas and Facilities, there shall be no single improvement exceeding the sum of One Hundred Thousand Dollars (\$100,000.00) (as measured in year 2019 dollars and thereafter adjusted by the Cost of Living Index) made by the Management Committee without the same having been first voted on and approved by the majority of the votes of those present in person or by proxy at a meeting of the Condominium Association duly called for that purpose or otherwise so approved without a meeting. The foregoing shall not apply in connection with damage or destruction referred to in Article 15 hereof or to such structural alterations or capital additions or capital improvements to the Common Areas and Facilities as are necessary in the Management Committee's reasonable judgment to preserve or maintain the integrity of the Common Areas and Facilities.

20.3. The Management Committee shall not expend funds designated as reserves for any purpose other than the repair, restoration, replacement or maintenance of major components of the Common Areas and Facilities for which the Condominium Association is responsible and for which the reserve fund was established or for litigation involving such matters. Nevertheless, the Management Committee may authorize the temporary transfer of money from the reserve account to the Condominium Association's operating account from time to time to meet short term cash flow requirements and pay other expenses. Any such funds so transferred shall constitute a debt of the Condominium Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Management Committee may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and Condominium Association, delay such restoration until the time it reasonably determines to be necessary. The Management Committee shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Common Assessment to recover the full amount of the expended funds within the time limit specified above. Any such Special Common Assessment shall not be subject to the limitations set forth in Section 20.1.3 hereof. At least once every six (6) years the Management Committee shall cause a study to be conducted of the reserve account of the Condominium Association and its adequacy to satisfy anticipated future expenditure requirements. The Management Committee shall, thereafter, review every three (3) years the reserve account study and shall consider and implement necessary adjustments to reserve account requirements and funding as a result of that review. In addition, the Management Committee shall ensure that payments or deposits to the reserve account will constitute at least ten percent (10%) of the annual budget for the Condominium Association. The Management Committee shall, thereafter, annually review the reserve account study and shall consider and implement necessary adjustments to reserve account requirements and funding as a result of that review. Any reserve account study shall include, at a minimum:

20.3.1. Identification of the major components which the Condominium Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a useful life of less than thirty (30) years.

20.3.2. Identification of the probable remaining useful life the components identified in Section 20.3.1 above, as of the date of the study.

20.3.3. An estimate of the cost of repair, replacement, restoration or maintenance of each major component identified in Section 20.3.1 above, during and at the end of its useful life.

20.3.4. An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

20.3.5. A reserve funding plan that recommends how the Condominium Association may fund the annual contribution described in Section 20.3.4 above.

20.3.6. The Condominium Association's budget shall include a reserve fund line item as determined by the Management Committee, based on the reserve analysis and the amount the Management Committee determines is prudent under the circumstances. Within forty-five (45) days after the day on which the Condominium Association adopts its budget, the Owners may veto the reserve fund line item by the vote of fifty-one percent (51%) of the Total Votes of the Condominium Association at a special meeting called by the Owners for the purpose of voting whether to veto the reserve fund line item. If the Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved budget of the Condominium Association that was not vetoed, the Condominium Association shall fund the reserve account in accordance with that prior reserve fund line item.

For the purposes of this Section 20.3, the term "reserve account requirements" means the estimated funds which the Management Committee has determined are required to be available at a specified point in time to repair, replace or restore those major components which the Condominium Association is obligated to maintain.

20.4. If an Owner fails to pay Common Assessments and other amounts due under this Condominium Declaration for a period of more than sixty (60) days after such amounts are due and payable, the Condominium Association may require a Tenant (defined below) under a Lease (defined below) with an Owner to pay the Condominium Association all future Lease payments due to the Owner beginning with the next monthly or periodic payment due from the Tenant and until the Condominium Association is paid the Amount Owning (defined below). Notices and collection of payments shall comply with the following provisions, provided, however, that if the requirements under the Act are less restrictive, the Condominium Association need only comply with the requirements thereunder. As used in this Section 20.4 "Amount Owning" means the total of any assessment or obligation under this Condominium Declaration that is due and owing together with any applicable interest, late fee, and cost of collection; "Lease" means an arrangement under which a Tenant occupies a Unit, including nightly rentals, in exchange for the Owner and/or such Owner's rental or other property manager, receiving a consideration or benefit, including a fee, service, gratuity, or other compensation; and "Tenant" means a person, other than the Owner, who has exclusive occupancy of an Owner's Unit whether on a nightly rental or other basis, provided, however, if an Owner has contracted with a rental or other property manager to rent such Owner's Unit, the manager shall be considered the Tenant for purposes of this Section 20.4.

20.4.1. Before requiring a Tenant to pay Lease payments to the Condominium Association, the Common Area Manager or Management Committee shall give the Owner notice ("Notice to Landlord"), in accordance with this Condominium Declaration. The Notice to Landlord shall state: (i) the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of Lease payments; and (iii) that the Condominium Association intends to demand payment of future Lease payments from the Owner's Tenant if the Owner does not pay the Amount Owing within fifteen (15) days.

20.4.2. If an Owner fails to pay the Amount Owing within fifteen (15) days after the applicable Common Area Manager or Management Committee gives the Notice to Landlord, the Common Area Manager or Management Committee may exercise the Condominium Association's rights to collect Lease payments by delivering written notice ("Notice to Tenant") to the Tenant. The Notice to Tenant shall state that: (i) due to the Owner's failure to pay an assessment within the required time, the Common Area Manager or the Management Committee has notified the Owner of the Condominium Association's intent to collect all Lease payments until the Amount Owing is paid; (ii) the law requires the Tenant to make all future Lease payments, beginning with the next monthly or other periodic payment, to the Condominium Association, until the Amount Owing is paid; and (iii) the Tenant's payment of Lease payments to the Condominium Association does not constitute a default under the terms of the Lease with the Owner. The Common Area Manager or Management Committee shall mail a copy of the Notice to Tenant to the Owner.

20.4.3. A Tenant to whom the Notice to Tenant has been given shall pay to the Condominium Association all future Lease payments as they become due and owing to the Owner: (i) beginning with the next monthly or other periodic payment after the Notice to Tenant is delivered to the Tenant; and (ii) until the Condominium Association notifies the Tenant that the Amount Owing is paid. An Owner shall credit each payment that the Tenant makes to the Condominium Association under this Section 20.4.3 against any obligation that the Tenant owes to the Owner as though the Tenant made the payment to the Owner. An Owner may not initiate a suit or other action against a Tenant for failure to make a Lease payment that the Tenant pays to the Condominium Association as required under this Section 20.4.3. Within five (5) business days after the Amount Owing is paid, the Common Area Manager or Management Committee shall notify the Tenant in writing (and mail a copy thereof to the Owner) that the Tenant is no longer required to pay future Lease payments to the Condominium Association. For any Unit subject to a nightly rental contract, the amount paid to the Condominium Association pursuant to this Section 20.4.3 shall be the amount that would otherwise be paid to the Owner.

20.4.4. The Condominium Association shall deposit money paid to the Condominium Association under this Section 20.4.4 in a separate account and disburse that money to the Condominium Association until the Amount Owing is paid and any cost of administration, not to exceed the maximum amount set forth in the Act (if any) is paid. The Condominium Association shall, within five (5) business days after the Amount Owing is paid, pay to the Owner any remaining balance.

20.5. To the extent permitted by law, Declarant may without obligation pay the Condominium Association an amount less than its proportionate share of Common Expenses or other permitted Common Assessments for which it owes, provided Declarant has executed a subsidy agreement requiring Declarant to pay monies which are sufficient, together with the Assessments paid by all other Owners, to enable the Condominium Association to timely pay all of the Common Expenses. Any subsidy agreement shall require Declarant to pay its full proportionate share of all reserves for replacement and capital improvements assessed against the Units that it owns.

20.6. Each purchaser of a Unit within the Project, other than a purchaser initially purchasing a Unit directly from Declarant, shall pay to the Condominium Association at closing a reinvestment fee ("Reinvestment Fee") immediately upon becoming the Owner of the Unit in such amount as is established from time to time by Declarant or the Management Committee, subject to applicable law, including Utah Code Ann. §57-1-46. The purpose of the Reinvestment Fee is to reimburse the Condominium Association for costs incurred by the Condominium Association in connection with transfer of title to such new Owner, for the payment of Common Expenses and reserves, and any other authorized use of such funds. Currently, the Reinvestment Fee is equivalent to three (3) months of the then current Assessments for such Unit (unless otherwise determined by the Board). In no event shall the Reinvestment Fee exceed the maximum amount permitted by applicable law, including Utah Code Ann. §57-1-46. Nothing in this Section shall be interpreted as a restriction, limitation, or cap on the amount of Assessments that may be levied by the Condominium Association. Should the amount of three (3) months of Assessments ever exceed the reinvestment fee amount permitted by applicable law, the Reinvestment Fee will automatically be reduced to the maximum amount permitted by applicable law. Declarant or the Management Committee shall have the right to collect and enforce the payment of the Reinvestment Fee in the same manner as enforcement and collection of delinquent Common Assessments as further described in this Condominium Declaration. In the event that the Reinvestment Fee is not paid at closing to the Condominium Association, then Declarant or the Management Committee shall have the right to impose a charge against the new Owner of the Unit in an amount as determined by the Management Committee from time to time in its sole and subjective discretion.

20.6.1. No such Reinvestment Fee shall be payable and a transfer shall not have occurred with respect to:

- 20.6.1.1. The creation of any Mortgage;
- 20.6.1.2. In connection with any foreclosure of a First Mortgage;
- 20.6.1.3. The exercise of a power of sale available under a First Mortgage;
- 20.6.1.4. The taking of a deed or assignment in lieu of a foreclosure by a First Mortgagee;
- 20.6.1.5. The conveyance by a First Mortgagee of a deed in respect of a Unit, or part thereof or interest therein, to a grantee if such First Mortgagee shall have obtained title to such Unit, or part thereof or interest therein, pursuant to Sections 20.6.1.4 to 20.6.1.7;

20.6.1.6. Any transfer, sale or conveyance between Declarant and a Declarant Affiliate; or

20.6.1.7. Any other transaction for which the payment of a Reinvestment Fee is unenforceable pursuant to applicable law.

20.6.2. For purposes of this Section 20.6, a "transfer" means, whether in one (1) transaction or in a series of related transactions, any sale, conveyance, assignment, Lease, or other transfer of any beneficial ownership of or interest in any Unit, including but not limited to:

20.6.2.1. The conveyance of fee simple title to any Unit;

20.6.2.2. The transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly or indirectly, owns one or more Units; or

20.6.2.3. The transfer of more than fifty percent (50%) of the interest in net profits or net losses of any partnership, joint venture or other entity which, directly or indirectly, owns one (1) or more Units.

20.6.3. A separate notice of the Reinvestment Fee required by this Section 20.6 has been or shall be Recorded.

21. VOTING.

21.1. At any meeting of the Condominium Association, each Owner of a Unit, including Declarant, either in person or by proxy, shall be entitled to vote the number of votes appurtenant to each respective Unit as set forth in Exhibit A. The voting rights appurtenant to each Unit shall vest upon execution and Recording of this Condominium Declaration.

21.2. The number of votes appurtenant to each respective Unit shall be based on the Square Footage of each Unit in relation to all other Units as set forth in Exhibit A. The number of votes appurtenant to each Unit shall have a permanent character, and, except as otherwise permitted and provided for in this Condominium Declaration, shall not be altered without the unanimous consent of all Owners expressed in a duly Recorded Amendment.

21.3. Any Owner may attend meetings of the Master Association but only the president of the Condominium Association or his or her designee shall cast votes therein appertaining to the Condominium Association's membership in the Master Association for and on behalf of all of the Owners.

22. EASEMENTS.

22.1. If any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas and Facilities, or upon an adjoining Unit or Units, an easement for such

encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Areas and Facilities or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Condominium Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

22.2. Declarant hereby reserves an easement throughout the Project for the purpose of completing all improvements contemplated by this Condominium Declaration. Improvements, including Units, Common Areas and Facilities and Limited Common Areas and Facilities, constructed as subsequent phases of the Project, if any, may encroach upon portions of the Common Areas and Facilities of earlier phases of the Project. A perpetual easement for such encroachment and the activities necessary to repair, maintain and operate such improvements is hereby granted.

22.3. It is acknowledged that Declarant and its affiliates may develop, without obligation, other residential and recreational facilities within or nearby the Project, and that such facilities may be intended to create a community of accommodations and amenities. In furtherance of such objective, Declarant shall have the right to grant easements, licenses, leases, and other use rights in and to portions of the Common Areas and Facilities of the Project, at Declarant's sole and subjective discretion, without the vote or concurrence of Owners, Mortgagees or the Condominium Association, which may benefit owners of interests in other projects within or nearby the Project.

22.4. Improvements, including Units, Common Areas and Facilities and Limited Common Areas and Facilities, constructed as subsequent phases of the Project may encroach upon portions of the Common Areas and Facilities of earlier phases of the Project. A perpetual easement for such encroachment and the activities necessary to repair, maintain and operate such improvements is hereby granted.

22.5. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas and Facilities as necessary for access to the Unit he or she is occupying and to any Limited Common Areas and Facilities appurtenant to his or her Unit, and shall have the right to the horizontal, vertical and lateral support of his or her Unit. Additionally, each owner of a unit in a subsequent phase or additional building within the Project, shall have the right to ingress and egress over, upon and across the Common Areas and Facilities, including any private road, as necessary for access to the unit he or she is occupying and to any Limited Common Areas and Facilities appurtenant to his or her unit.

22.6. The Condominium Association shall have an easement to make such use of the Common Areas and Facilities as may be necessary or convenient to perform the duties and functions that each is obligated or permitted to perform pursuant to this Condominium Declaration, including, without limitation, the right to construct and maintain in the Common Areas and Facilities for use by the Owners and the Condominium Association.

22.7. Declarant shall have a temporary construction easement over the Common Areas and Facilities for the purpose of doing all things that are reasonably necessary as a part of

constructing future phases of the Project including all future buildings and other physical improvements as well as all Units and Common Areas and Facilities. The Owners of Units which have been constructed in prior phases do hereby acknowledge and agree that there will be construction activities, congestion, increased parking area usage and varying parking configurations, construction stagings, cranes, blocked intersections, restricted access to and from the Project, traffic, noises, dust, odors, vibrations, and the like which may temporarily disrupt their quiet enjoyment of their Units and the Common Areas and Facilities appurtenant thereto, and such Owners do hereby waive any right to object to such construction activity. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the restrictions set forth in Article 11 hereof.

22.8. Declarant, for itself and its successors and assigns, including Owners, retains a right and easement in and about the Building for the construction and installation of any duct work, additional plumbing, or other additional services or utilities in the Common Areas and Facilities in connection with the improvement or alteration of any Unit, including the right of access to such areas of the Common Areas and Facilities as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Article 22, the decision of the Management Committee shall be final.

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

22.10. Declarant reserves a non-exclusive easement for itself and its assignees to construct, operate, maintain, repair and replace all types of satellite and telecommunication facilities within the Project, including an easement for communication facilities as provided in the Master Declaration. In connection with this easement, Declarant shall also be authorized to designate the location of all such facilities within the Project. Outdoor satellite and telecommunication facilities shall be centrally located on the roof of each Building, and the placement of all such facilities shall comply with applicable requirements (including requirements relating to appearance) in the rules and regulations and Design Guidelines. Declarant further reserves a right of access to such facilities over, across, and through all other Common Areas and Facilities of the Project in order to access the telecommunications facilities to exercise the rights established herein. Declarant may transfer by easement, license agreement or other conveyance the rights reserved hereunder to one (1) or more telecommunication facilities providers. Declarant may exercise all of the rights under this Section 22.10 without the consent of any Owner, Mortgagee or the Condominium Association. The Condominium Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to Declarant, and any assignee of its rights hereunder.

22.11. There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, irrigation, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical, telephone, data transmission, and other communication services to erect and maintain the necessary equipment on or beneath the Property

and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall: (i) use its best efforts to install and maintain the utilities provided without unduly disturbing the uses of the Owners, the Condominium Association, and Declarant; (ii) shall prosecute its installation and maintenance activities as promptly as reasonably possible; and (iii) shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate Recordable document, Declarant or the Management Committee shall have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 22.11 shall in no way affect, avoid, extinguish, or modify any other Recorded easement on the Property. Notwithstanding the foregoing grant of blanket utility easements, Declarant reserves the right to Record an instrument which narrows and limits such grant of utility easement to the normal easement width of the utility in those specific areas of the Project which actually contain the utility facilities as described in such instrument and for the purposes described therein. Such reserved right is subject to the utility companies' rights then located under the real property depicted on the Plat.

22.12. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

22.13. Declarant reserves (i) the right to dedicate any access roads and streets serving the Property for and to public use, to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; and (ii) the right to enter into, establish, execute, amend, and otherwise perform under contracts and agreements for the use, lease, repair maintenance or regulation of parking or recreational facilities, which may or may not be a part of the Property for the benefit of the Owners, or the Condominium Association. The rules and regulations may set forth additional requirements and restrictions on the size and types of vehicles that may be parked within the Project and the duration and location of such parking. Furthermore, the Plat may indicate or set forth particular driveways for which no parking is allowed. Garages in Units appurtenant to such driveways must be labeled with a sign approved by the Project Design Review Committee that indicates that no parking is allowed.

22.14. Declarant reserves the right to grant easements for trails, pathways, sidewalks, pedestrian corridors, bike paths, and the like (collectively, "Trails") to and for the benefit of the Condominium Association, Owners, and other entities and individuals not within the Project, together with the right to enter into, establish, execute, amend, and otherwise perform under contracts and agreements for the use, repair, maintenance and regulation of such Trails. The rules and regulations may set forth additional requirements and restrictions on the use of the Trails.

23. NOTICES.

Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, by express mail or overnight courier service providing proof of delivery, or by electronic transmission. Consent to electronic notice is deemed granted in the event an Owner provides an e-mail or other electronic address to the Condominium Association. Notice

to Owners shall be addressed to each Owner at the address given by such Owners to the Management Committee for the purpose of service of such notice or to the Unit of such Owner if no such address has been given to the Management Committee. Notice shall be deemed given when actually received if personally delivered or sent by overnight courier; if sent electronically, when the transmission is received, except that if the transmission is received at a time other than the normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States Mail, properly addressed and postage prepaid. Such address may be changed from time to time by notice in writing to the Management Committee addressed to:

Management Committee
 Mayflower Lakeside Village Condominium Owners Association (Building 6), Inc.
 5320 South 900 East, Suite 230
 Murray, Utah 84117

24. NO WAIVER.

The failure of the Management Committee or its agents or designees to insist, in one (1) or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Condominium Declaration, the Condominium Bylaws, and the rules and regulations, to exercise any right or option herein or therein contained or to serve any notice or to institute any action shall not be construed as a waiver or a 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 Management Committee or its agents or designees of the payment of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

25. ENFORCEMENT.

25.1. All Owners, guests or lessees of an Owner, and persons under Owner's control, shall strictly comply with the provisions of the Condominium Documents and the Master Documents and decisions issued pursuant thereto. The Condominium Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with provisions of the Condominium Documents and the Master Documents or the decisions of the Condominium Association. Owners shall have a similar right or action against the Condominium Association. Failure to so comply shall be grounds for: (i) an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee, or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner; and/or (ii) the Management Committee to impose monetary penalties, temporary suspensions of an Owner's right to the use of a Unit or the Common Areas and Facilities, or other appropriate discipline so long as any such Owner has been given notice and has had an opportunity to present a written or oral defense to the charges in a hearing. The Management Committee shall determine whether the Owner's defense shall be oral or written. After the hearing, but before any disciplinary action is taken, the Owner shall be notified of the decision of the Management Committee. The Management Committee may delegate to the Common Area Manager, the power and authority to

carry out disciplinary actions duly imposed. Any fine that the Management Committee imposes against an Owner pursuant to this Section 25.1 for a violation of the Condominium Documents shall be assessed in accordance with the provisions of §57-8-37 of the Act.

25.2. The Condominium Association shall have the power, subject to the primary power of the Master Board, to enforce the covenants and restrictions contained in the Master Documents, but only as said covenants and restrictions relate to the Project.

25.3. The Condominium Association shall not be empowered to cause the absolute forfeiture of an Owner's right, title or interest in the Project on account of the Owner's failure to comply with the provisions of the Condominium Declaration or the rules and regulations for the Project except pursuant to:

25.3.1. The judgment of a court; or

25.3.2. A foreclosure for the failure of an Owner to pay assessments duly levied by the Condominium Association.

25.4. The Condominium Association shall only be empowered to cause or require alteration or demolition of any construction to enforce any restrictions contained in this Condominium Declaration pursuant to judicial proceedings.

25.5. Scope of Management Committee Action Enforcement.

25.5.1. The Management Committee shall use its reasonable judgment to determine whether to exercise the Condominium Association's powers to impose sanctions or pursue legal action for a violation of the Condominium Documents, including:

25.5.1.1. Whether to compromise a claim made by or against the Management Committee or Association; and

25.5.1.2. Whether to pursue a claim for an unpaid Common Assessment.

25.5.2. The Association may not be required to take enforcement action if the Management Committee determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances:

25.5.2.1. The Condominium Association's legal position does not justify taking any or further enforcement action;

25.5.2.2. The covenant, restriction, or rule in the Condominium Documents is likely to be construed as inconsistent with current law;

25.5.2.3. A technical violation has or may have occurred and the violation is not material as to a reasonable person or does not justify expending the Condominium Association's resources; or

25.5.2.4. It is not in the Condominium Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.

25.5.3. Subject to Section 25.5.4, if the Management Committee decides under Section 25.5.2 to forego enforcement, the Association is not prevented from later taking enforcement action.

25.5.4. The Management Committee may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action.

25.5.5. Notwithstanding any of the foregoing, this Section 25.5 does not govern whether the Association's action in enforcing a provision of the Condominium Documents constitutes a waiver or modification of that provision.

26. DECLARANT.

The term "Declarant" as used herein shall mean and include Declarant and any person or persons who might acquire title from it to all or some of the unsold Units through purchase, assignment or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where, any person purchases all, or some of the remaining Units in a sale in the nature of a bulk sale. The person acquiring any of such Property from the Declarant shall be considered a Declarant with respect to that portion of the Property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Condominium Declaration and the Act. Any right or any interest reserved or contained in this Condominium Declaration for the benefit of Declarant may be transferred or assigned by Declarant, either separately or with one (1) or more other such rights or interests, to any person, corporation, partnership, association, or other entity, only by written instrument executed by both Declarant and the transferee or assignee and Recorded. Upon such Recording, Declarant's rights and obligations under this Condominium Declaration shall cease and terminate to the extent provided in such instrument.

27. BINDING ARBITRATION AND LIMITATION ON LITIGATION.

27.1. IF AN OWNER DOES NOT WANT THE FOLLOWING ARBITRATION PROVISION TO APPLY, THE OWNER MUST SEND A LETTER TO DECLARANT, SIGNED BY THE OWNER (AND ANY CO-OWNER OF THE SAME UNIT) AND ADDRESSED TO MAYFLOWER LAKESIDE VILLAGE CONDOMINIUM OWNERS ASSOCIATION (BUILDING 6), INC., 7135 S HIGHLAND DRIVE, SUITE 203, SALT LAKE CITY, UT 84121, ATTN: ARBITRATION OPT-OUT. THE LETTER MUST BE SENT WITHIN THIRTY (30) DAYS AFTER THE CONVEYANCE OF AN OWNER'S UNIT TO SUCH OWNER, AND MUST STATE THAT THE OWNER DOES NOT WANT ARBITRATION TO APPLY TO THE MATTERS DESCRIBED IN THIS ARTICLE 27. ANY OPT OUT WILL RENDER THIS ARBITRATION PROVISION NULL AND VOID BUT WILL HAVE NO OTHER EFFECT ON THE OWNER'S RIGHTS.

27.2. In the arbitration provision described in this Article 27 ("Arbitration Provision"), the following capitalized words, phrases or terms have the meanings set forth below:

27.2.1. "Institutional Party" means Declarant and its affiliates; the Condominium Association during the Declarant Control Period; any third party that provides any product or service to a Consumer Party in connection with this Condominium Declaration, if and only if such third party is named as a co-party with another Institutional Party in a Claim asserted by a Consumer Party, their successors and assigns, and the agents, representatives, members, employees, officers and/or directors of the foregoing entities.

27.2.2. "Consumer Party" means (i) the Owners; (ii) their heirs, successors and assigns; and (iii) the Condominium Association after the Declarant Control Period.

27.2.3. "Bound Party" means any Institutional Party or Consumer Party who asserts a Claim or has a Claim asserted against such party.

27.2.4. "Claim" means any claim, dispute or controversy between an Institutional Party and a Consumer Party, other than an Exempt Claim, arising out of or relating in any way to this Condominium Declaration or any other documents governing the Project, the Property, or the Units, including any such claim, dispute or controversy regarding or arising over the marketing and sale of Units; the terms of this Condominium Declaration or any other documents governing the Project; the design, specifications, surveying, planning, supervision, testing, observation of construction or construction of an improvement to, or survey of, the Property; or the maintenance or use of the Property. This includes, without limitation, disputes concerning the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Condominium Declaration; disputes involving alleged fraud or misrepresentation, breach of contract, negligence or violation of statute, regulation or common law; and disputes involving requests for declaratory relief, injunctions or other equitable relief.

27.2.5. "Exempt Claim" means any of the following Claims, which will not be subject to this Arbitration Provision: (i) any individual action brought by a Consumer Party in small claims court or a relevant state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (ii) any action to effect a judicial or non-judicial foreclosure; (iii) any eviction or other summary proceeding to secure possession of real property or an interest therein; (iv) any action in any bankruptcy proceeding to assert, collect, protect, realize upon or obtain possession of the collateral for any amount owed; (v) any action to quiet title; (vi) any action insofar as it seeks provisional or ancillary remedies in connection with any of the foregoing; (vii) any self-help remedy, such as the refusal of an Institutional Party to allow a Consumer Party to use a Unit, or any individual action in court by one (1) party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; and (viii) any dispute concerning the validity and effect of Section 27.8 below, the ban on class actions and certain other proceedings (the "Class Action Ban"). Notwithstanding the prior sentence, at the request of a Consumer Party, the Institutional Parties will agree to arbitrate under this Arbitration Provision any matter covered by items (ii)-(vi) above if arbitration will afford the parties substantially the same rights and remedies as a court action. Any dispute regarding the question of whether arbitration will afford the parties substantially the same rights and remedies as a court action is also an Exempt Claim and shall be determined exclusively by the court and not by an arbitrator.

If one (1) or more Institutional Parties are allowed to proceed outside arbitration with respect to any of the matters covered by items (ii)–(vi) above, the Consumer Party may assert in court on an individual basis any related defenses or Claims such Consumer Party may have.

27.2.6. “Administrator” means any of the following companies to be selected by the Bound Party initiating the arbitration: JAMS (“JAMS”), 18881 Von Karman Ave., Suite 350, Irving, CA 92612, <https://www.jamsadr.com> or the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, <http://www.adr.org>. However, neither AAA nor JAMS may serve as Administrator without the consent of all Bound Parties asserting or defending a Claim, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Ban.

27.3. Unless a Consumer Party has opted out of this Arbitration Provision, upon the election of any Consumer Party or Institutional Party asserting or defending a Claim, such Claim shall be resolved by binding individual (and not class) arbitration. Notice of an election to arbitrate a Claim may be given after a lawsuit begins and may be given in papers filed in the lawsuit. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed.

27.4. If a Consumer Party cannot obtain a waiver of any fees of the Administrator or arbitrator, the Institutional Parties will consider in good faith any request for them to pay such fees for the Consumer Party. Each Bound Party shall bear the fees and expenses of that Bound Party’s attorneys, experts, and witnesses, provided that the Institutional Parties will bear the reasonable fees and expenses incurred by a Consumer Party if the Consumer Party prevails on a Claim the Consumer Party has asserted against the Institutional Parties. Also, the Institutional Parties will pay any arbitration, attorneys’ and/or other fees and expenses they are required to pay by applicable law or they are required to pay in order to enforce this Arbitration Provision. If a participatory arbitration hearing is requested, it will take place in Wasatch or Salt Lake County, Utah or, if the Administrator determines that such location would be unfair to a Consumer Party, at a location reasonably convenient to such Consumer Party and the Institutional Parties.

27.5. This Arbitration Provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16 (the “FAA”) and not state arbitration laws, provided that Utah law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall be obligated to follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. This includes, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings); declaratory, injunctive and other equitable relief; and attorneys’ fees and costs. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his or her decision. In addition to the Bound Parties’ rights under the Administrator’s rules to obtain information prior to the hearing, any Bound Party may ask the arbitrator for more information

from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other Bound Party the opportunity to object.

27.6. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. However, for Claims involving more than Fifty Thousand Dollars (\$50,000.00), any Bound Party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider from the start any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Fees and costs associated with an appeal shall be governed by Section 27.4 above.

27.7. IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

27.8. NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION. NO CLAIMS BY OR AGAINST A BOUND PARTY MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON (EXCEPT FOR CLAIMS INVOLVING THE HEIRS AND SUCCESSORS OF SUCH CONSUMER PARTIES). THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTI-PARTY ARBITRATION INCONSISTENT WITH THIS SECTION 27.8. NOTWITHSTANDING ANY LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, ANY DISPUTE ABOUT THE VALIDITY OR EFFECT OF THE ABOVE CLASS ACTION BAN SHALL BE RESOLVED BY A COURT AND NOT AN ARBITRATOR OR THE ADMINISTRATOR.

27.9. If a determination is made that any part of this Arbitration Provision is unenforceable (other than the Class Action Ban) or that this Arbitration Provision is unenforceable as to any party or parties, this provision shall nonetheless remain enforceable in all other respects and as to all other parties. If the Class Action Ban is held to be unenforceable in connection with any Claim subject to the Class Action Ban, this Arbitration Provision (other than this sentence) shall be null and void in such proceeding, provided that the Institutional Party seeking to enforce the Class Action Ban shall have the right to appeal at the earliest possible time any holding that the Class Action Ban is unenforceable.

27.10. Prior to asserting a Claim, the Bound Party with the Claim (the "Claimant") shall give the Bound Party that is the subject of the Claim written notice of the Claim and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. The Claimant's claim notice must include the Claimant's name, address and telephone number. Any claim notice must explain the nature of the Claim and the relief that is demanded. A Consumer Party may only submit a claim notice on his or her own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other Bound Party reasonably requests if: (i) a Consumer Party submits a claim notice in accordance with this Section 27.10 on his or her own behalf (and not on behalf of any other party); (ii) the Institutional Party refuses to

provide the requested relief; and (iii) an arbitrator subsequently determines that the Consumer Party was entitled to such relief (or greater relief), the arbitrator shall award the Consumer Party at least Seven Thousand Five Hundred Dollars (\$7,500.00) (not including any arbitration fees and attorneys' fees and costs to which the Consumer Party may be entitled under this Arbitration Provision or applicable law).

28. AGENT FOR SERVICE OF PROCESS.

The agent for service of process under the Act until the expiration of the Declarant Control Period shall be Lee Burbidge whose address is 5320 South 900 East, Suite 230, Murray, Utah 84117. Thereafter, the agent for service of process shall be the Common Area Manager.

29. SEVERABILITY.

The provisions of this Condominium Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

30. CAPTIONS.

The captions in this Condominium Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Condominium Declaration or the intent of any provision hereof. If any of the covenants, conditions, restrictions or other provisions of this Condominium Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the person holding the office of President of the United States on the date this Condominium Declaration is Recorded. In recognition of the opportunities offered through computers and continuing advancements in the high technology fields, the Condominium Association may, as a Common Expense, provide for or offer services, which make use of computers and other technological opportunities. For example, to the extent Utah law permits, and unless otherwise specifically prohibited in the Condominium Documents, Declarant or the Condominium Association may send required notices by electronic means; hold Board or Condominium Association meetings and permit attendance and voting by electronic means; send and collect Assessment and other invoices electronically; sponsor a Condominium Project cable television channel; create and maintain a Condominium Project intranet or Internet home page offering interactive participation opportunities for users; maintain an "online" newsletter or bulletin board; and provide funding for any of the above purposes.

31. CONFLICT.

In case of any conflict between this Condominium Declaration and the Master Declaration, the Master Declaration shall control. In case of any conflict between this Condominium Declaration and the Condominium Articles or the Condominium Bylaws, this Condominium Declaration shall control. In case of any conflict between the Condominium Articles and the Condominium Bylaws, the Condominium Articles shall control. The foregoing to the contrary notwithstanding, in the event of any inconsistency between this Condominium Declaration or the Condominium Articles or the Condominium Bylaws, on the one hand, and or any applicable law, including the Act, on the other, then in all events the applicable law shall control.

32. LAW CONTROLLING.

This Condominium Declaration and the Condominium Plat shall be construed and controlled by and under the laws of the State of Utah.

33. EFFECTIVE DATE.

This Condominium Declaration shall take effect upon Recordation of the same.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 11 day of August, 2021.

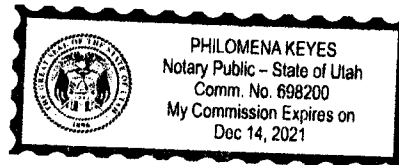
Mayflower Lakeside Village, LLC, a Utah limited liability company

By: _____
Its *[Signature]* _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH) Salt Lake

On the 11 day of August, 2021, personally appeared before me Lee Burbidge, who, being by me duly sworn, did say that she/he is the Manager of Mayflower Lakeside Village, LLC, a Utah limited liability company.

Philomena Keyes
NOTARY PUBLIC



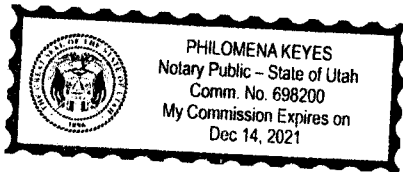
CONSENT TO RECORD AND SUBORDINATION

The undersigned SDP, LLC (the "Lender") is the holder of a Deed of Trust dated Sept 28 2018 and recorded Oct 2 2018 as Entry No. 456523 in Book _____ beginning at Page _____ of the official records of Wasatch County, Utah, as amended from time to time, together with all related loan documents (collectively "Loan Documents") which constitute liens of record against the property subject to the foregoing Condominium Declaration. Lender hereby subordinates the liens and encumbrances of the Loan Documents to this Condominium Declaration and to the rights of the Owners as set forth in such Condominium Declaration and consents to the recordation of such Condominium Declaration.

By: [Signature] for SDP LLC
Its Manager

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

On the 11 day of August, 2021, personally appeared before me Stanford Ricks, who, being by me duly sworn, did say that he or she is the Manager of SDP LLC, that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Stanford Ricks acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC

EXHIBIT ASchedule of Units, Square Footage,
Votes and Undivided Interests in Common Areas**Building 6**

Unit Identifying Number	Approx.Sq. Footage of Unit²	No. of Votes Per Unit	Undivided Interest Per Unit¹
101	1,499	1	1/12
102	1,499	1	1/12
103	1,499	1	1/12
104	1,499	1	1/12
201	1,499	1	1/12
202	1,499	1	1/12
203	1,499	1	1/12
204	1,499	1	1/12
301	1,499	1	1/12
302	1,499	1	1/12
303	1,499	1	1/12
304	1,499	1	1/12
Totals:	17,988	12	100%

- ¹ May total slightly more or less than 100% due to rounding.
- ² Rounded down to the nearest whole square foot.

MAYFLOWER LAKESIDE VILLAGE EXPANDABLE CONDOMINIUM PLAT 1D**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00° 07' 04" WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST ALSO BEING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND THE WEST QUARTER CORNER OF SAID SECTION 19. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WEST SECTION LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WHICH IS NORTH 00°07'04" WEST ALONG THE WEST SECTION LINE OF SECTION 19, 892.83 FEET, FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE WEST SECTION LINE OF SECTION 19, NORTH 00° 07' 04" WEST, 215.04 FEET;

THENCE, SOUTH 70° 26' 54" EAST FOR A DISTANCE OF 263.18 FEET TO A POINT ON NORTHWEST RIGHT OF WAY FOR HELLING CIRCLE BEING ON A NON-TAGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 198.00;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 48' 56" AN ARC DISTANCE OF 37.38 FEET CHORD BEARS SOUTH 21° 11' 05" WEST 37.32 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ON SAID RIGHT OF WAY, SOUTH 15° 46' 37" WEST FOR A DISTANCE OF 95.33;

THENCE LEAVING SAID RIGHT OF WAY, SOUTH 89° 52' 56" WEST FOR A DISTANCE OF 208.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.91 ACRES, MORE OR LESS.

EXHIBIT B

Copy of Condominium Plat

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EXHIBIT C

Condominium Association Bylaws