



1-11-10

AMENDED CONDOMINIUM DECLARATION

**FOR
GREEN VALLEY CONDOMINIUMS**

ENT 6283:2010 PG 1 of 28
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UTAH COUNTY RECORDER
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RECITALS

On March 3, 1993, Joyner Construction, Inc., a Utah corporation which then owned the tract of land on which the Green Valley Condominium Project is located, submitted the land to the provisions of the Utah Condominium Ownership Act, Title 57, Chapter 8, Statutes of the State of Utah, by filing with the Utah County Recorder a Declaration, Bylaws and Survey Map. Those documents showed Phase I of an expandable Condominium Project comprised of 3.434 acres of land and 11 residential units.

On January 14, 1994, an amendment to the Declaration and a modified Survey Map for Revised Phase I of the Project were filed with the Recorder. Those documents added 1.627 acres and 8 residential Units to the Project.

On January 14, 1994, also, a second amendment and additional Survey Map for Phase II were filed with the Recorder. Those documents added 3.371 acres and 15 residential units to the Project.

On May 2, 1995, a third amendment and additional Survey Map for Phase III were filed with the Recorder. Those documents added 2.786 acres and 12 residential units to the project.

On December 3, 1999, a fourth amendment and additional Survey Map for Phase IV were filed with the Recorder. Those documents added 0.940 acres and 4 residential units to the Project. The Project then had, and now has, a total of 50 residential units.

On August 26, 2004, a fifth amendment was filed with the Recorder. That document amended Article II of the Bylaws to provide that each unit has one vote, and defined "Majority of Owners" as 51% of the units. By the same document, Article VII of the Bylaws was amended to provide that the Bylaws may be amended in a duly constituted meeting called for that purpose if the amendment is approved by owners representing at least 51% of the total number of units.

On February 13, 2006, a sixth amendment was notarized and later filed with the Recorder. That document amended Article III, Section 18, of the Declaration to provide in Subsection 9(b) that Management Committee members will be elected for a term of 2 years.

It has been necessary to use either a document date, notarization date or recording date in describing the above-referenced documents because complete information for each of them is not available.

AMENDMENTS

All of the documents referred to in the Recitals above, the recorded Declaration and attached Bylaws, the recorded prior amendments, and the recorded Survey Maps, are hereby continued and retained, except as they are amended and modified by this present amendment.

The original Declarant, Joyner Construction, Inc., has sold all the residential units it once owned and now has no proprietary ownership or management interest in the Project. In accordance with the provisions of the original Declaration, on February 6, 1996, the Green Valley Condominiums Homeowners Association, acting through its Management Committee, replaced Joyner Construction, Inc., and became the Declarant. As such, it now amends the original Declaration and Bylaws, and the prior amendments, and declares this to be the governing document for the Project.

The provisions of this Declaration and the Bylaws apply to and govern all persons who, for any reason, come upon the land comprising the Project, including, but not by way of limitation, owners, lessees, residents, visitors, and agents or representatives of all of the foregoing.

ARTICLE I

DEFINITIONS

When used in this Declaration or in the Bylaws, the following terms shall have the meaning stated in the Statute or in this Article unless the context otherwise requires.

1. Assessment means a charge imposed against a Unit Owner by the Management Committee for the payment of expenses incurred for operation and maintenance of the Project, including common expenses, and payment for capital improvements needed to benefit or improve the Project, or as the result of an Owner's negligence.
2. Association means Green Valley Homeowners Association, comprised of the Unit Owners acting as a group in accordance with the Declaration.
3. Common Areas or Common Areas and Facilities means:
 - (a) The land on which the buildings and other improvements are located,
 - (b) The Common Areas and Facilities specifically set forth and designated as such in the Maps,
 - (c) That part of the Project not specifically included in the respective Units as herein defined,
 - (d) The Limited Common Areas and Facilities described in the Declaration or designated as such in the Maps,

- (e) The exterior walkways, streets, yards, gardens, fences, open parking spaces, installations for central services such as power, light, and gas, and any other apparatus, building, or installation intended for common use,
 - (f) The other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management, and
 - (g) The Common Areas and Facilities elsewhere identified or described in the Declaration or in the Statute, whether or not expressly listed herein.
4. Common Expenses means:
- (a) Costs of administration, maintenance, repair, or replacement of the Common Areas and Facilities,
 - (b) Expenses declared Common Expenses by the Declaration,
 - (c) Expenses agreed upon as Common Expenses by the Association of Unit Owners, and
 - (d) Costs of enforcement of the rules enacted by the Management Committee or enforcement of the provisions of the Declaration.
5. Declaration means the original Declaration, or this Amended Declaration and the Bylaws which are part of it, as the context may require.
6. Filed means filed for record in the office of the Utah County Recorder.
7. Fiscal Year means the calendar year.
8. Lessee means a person who holds a leasehold property interest under a written lease.
9. Limited Common Areas and Facilities or Limited Common Areas means those Common Areas designated in the Declaration and shown on the Maps as reserved for use of a certain Unit or Units to the exclusion of other Units. Limited Common Areas include the two driveway parking spaces specifically assigned for the exclusive use of each Unit Owner.
10. Majority means more than 50% of the Owners, and at least 3 members of the Management Committee.
11. Management Committee or Committee means the group of persons, elected by the Unit Owners to be the Officers of the Association, which is charged with and has the responsibility and authority to enforce the Declaration and to enact and enforce reasonable rules and regulations governing the operation and maintenance of the Project.
12. Map or Maps means one or more of the Record of Survey Maps heretofore filed showing the phases or revised phases of Green Valley Condominiums.

13. Mortgage means a mortgage, deed of trust, or similar lien instrument by which a Unit or any part thereof is encumbered.
14. Mortgagee means any person named as a Mortgagee or holding a Mortgage as owner, or the beneficiary under or holder of a deed of trust, or the owner of a similar lien instrument.
15. Mortgagor means an Owner who, for value received, has voluntarily encumbered his Unit by placing a Mortgage thereon.
16. Officers means the President, the Vice President, the Secretary and the Treasurer.
17. Owner means the fee Owner of Unit and of the undivided interest in the Common Areas appurtenant thereto. A buyer under an executory contract for the sale of a Unit shall be considered the Owner for all purposes, unless the seller has notified the Committee in writing that the buyer should not be so considered and has given the reason therefor.
18. Project means the Tract and all improvements thereon, known as Green Valley Condominiums.
19. Relative means spouse, parent, grandparent, sibling, child, or grandchild of the Owner or Lessee, or a person who is qualified to act as a caregiver, and who is in fact acting as such to the Unit resident.
20. Single Family means the Owner or Lessee and his Relatives.
21. Statute means the Utah Condominium Ownership Act, Title 57, Chapter 8, Statutes of the State of Utah.
22. Tract means the land described in Exhibit I.
23. Unit means one of the fully enclosed permanent structures intended for single family, independent residential use as defined in the Statute and as shown in the Maps.
24. Unit Number means the number which designates a Unit in the attached Exhibit II and in the Maps.

ARTICLE II

COVENANTS, CONDITIONS, AND RESTRICTIONS

The following covenants, conditions, and restrictions apply to all parts and all aspects of the Project:

1. Description of Improvements. The improvements included in the project are located on the Tract and are described in the Maps. The Maps indicate the number of Units contained in the buildings which comprise a part of the

improvements, the dimensions of the Units, and other significant facts relating to the buildings and to the Common Areas. The Maps show the location of parking spaces for temporary use by visitors along the streets. The buildings are conventional wood frame construction with brick, rock, and aluminum siding exterior. All Units are at least 1,400 square feet, and have two or three finished bedrooms, two or two and a half baths, and a laundry, kitchen, dining room, family room, and formal living room.

2. Description and Legal Status of Units. The individual Units are designated by number. The Maps show the number of each Unit, its location, the dimensions from which its area may be determined, the Limited Common Areas which are reserved for its use, and the Common Areas of the Project.
3. Exhibit II Contents. Exhibit II, attached hereto and made a part hereof, shows each Unit Number and the percentage of its appurtenant undivided ownership interest in the Common Areas.
4. Common and Limited Common Areas. The Common Areas and Limited Common Areas of the Project are defined in Article I hereof and in the Maps. Neither the ownership of an undivided interest in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains. Though not specifically mentioned in an instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.
5. Determination of Interest in Common Areas. Each Owner has an equal interest in and proportionate share of the Common Areas of the project. Exhibit II, attached hereto and made a part hereof, shows each Unit Number and its appurtenant undivided ownership interest in the Common Areas. That interest, 2% of the whole, shall be the basis of Assessments levied to pay the common expenses incurred to maintain the project.
6. Holding Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but not limited to, joint tenancy or tenancy in common.
7. No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof. Each Unit, the undivided interest in the Common Areas appurtenant to it, and the exclusive right to use and occupy the Limited Common Areas appurtenant to it, shall always be conveyed, devised, encumbered, and otherwise affected only together, and may never be separated from one another. Every conveyance, gift, devise, bequest, transfer, encumbrance, or other act which affects title to a Unit or any interest therein, shall affect the entire Unit, together with all appurtenant rights created by law or by this Declaration.

8. No Partition. The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring action for partition thereof.
9. Covenants to Run with Land, Compliance. The original Declaration, this amended Declaration, and all provisions of both, shall constitute covenants running with the land, or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, mortgagees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the provisions of the Statute, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. Failure to comply therewith shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of the Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring an interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.
10. Effect of Conveyance. The conveyance of a Unit is subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration at the time of the conveyance. All Owners, at the time they become such, also become members of the Association, which is established for the benefit of the Owners.
11. Miscellaneous Restrictions. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold harmless the Management Committee and the other Owners against any loss resulting from any such damage or waste caused by him or his invitees.
12. Use of Common Areas and Limited Common Areas. Owners have a non-exclusive right to use and enjoy the Common Areas, and have the exclusive right to use and enjoy the Limited Common Areas designated herein and in the Maps for such use by each Unit Owner.
13. Unit Components. Mechanical equipment and appurtenances, whether located within a Unit or located outside a Unit but designed to serve only that Unit, such as electrical receptacles and outlets, forced air furnaces, ducts, air conditioning compressors and other air conditioning apparatus, all structural members, pipes, wires, conduits, or other public utility lines or installations, and other property of like kind serving only the Unit, together with all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile, shall be considered part of the Unit. Fixtures and appliances within a Unit which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall not be considered part of the Unit.

14. Unit Maintenance. Each Owner shall at his own cost and expense maintain, repair, paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior walls, ceilings, floors, windows and doors within the boundaries of his Unit. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in or connected with his Unit.
15. Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designed for use in connection with his Unit in a clean, sanitary and attractive condition at all times.
16. Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment for maintenance shall and does exist. Such encroachment shall not be considered to be an encumbrance upon either the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of building on the Tract, by error in the Maps, by settling, raising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.
17. Access for Repair of Common Areas. Some of the Common Areas may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Committee as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or another Unit or Units. The Committee shall also have such right independent of the agency relationship. The cost of damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of a Unit Owner shall be a common expense. However, if such damage is the result of negligence of the Owner of the Unit needing repair, then such Owner shall be financially responsible for all such damage. Amounts owing by a negligent Owner shall be collected by the Committee by an Assessment against him.
18. Storage Yard
 - (a) The storage yard is part of the Common Areas of the Project. Only an Owner or resident shall store an item in the yard.
 - (b) Anyone eligible to use the yard shall furnish to a member of the Committee a sheet supplying requested information about the item proposed to be stored.

- (c) Only the following may be parked or stored for any length of time whatever in the yard: a car, truck, motor home, motorcycle, house trailer, utility trailer, water craft, snowmobile, or ATV.
 - (d) Notwithstanding any other provision of this Section 18, if the Management Committee concludes that the storage of an item is not in the best interest of the Association it may deny storage for that item. No item shall be stored in the yard without written approval from the Management Committee.
19. Mortgage Protection. Notwithstanding anything to the contrary in the Declaration:
- (a) An adequate reserve fund for replacement of the Common Areas shall be established and funded by monthly payments from regular Assessments.
 - (b) A Mortgagor coming into possession of a Unit pursuant to foreclosure under a Mortgage or a deed or assignment in lieu of foreclosure shall be subject to all provisions of the Declaration, the Maps, and enacted rules then in force.
 - (c) In the event of substantial damage to or destruction of any Unit or a significant part of the Limited Common Areas appurtenant thereto, the holder of a first Mortgage on the Unit shall be given timely written notice of such damage or destruction by the Secretary if the Owner has previously furnished the Committee with the information necessary for giving such notice. The first Mortgage holder shall have priority over the Owner and inferior lienors in the distribution of insurance proceeds under a policy owned by the Association.
 - (d) If a Unit or portion thereof, or a portion of the Limited Common Areas appurtenant thereto, is proceeded against by a condemning authority, the holder of a first Mortgage on the Unit shall be given timely written notice of the condemnation proceeding or proposed acquisition by the Secretary if the Owner has previously furnished the Committee with the information necessary for giving such notice. The first Mortgage holder shall have priority over the Owner and inferior lienors in the distribution of proceeds from a condemnation settlement, award, or judgment.
 - (e) All amenities, e.g., parking, recreation areas, and storage yard, are a part of the Project and are covered by a Mortgage to the same extent as are the other Common Areas and Facilities.
 - (f) A Mortgagor coming into possession of a Unit pursuant to foreclosure under a Mortgage or a deed or assignment in lieu of foreclosure takes the Unit free of any unpaid claims or Assessments and charges against the Unit which accrue prior to the time such holder comes into possession of the Unit.
 - (g) An Owner who has mortgaged or hereafter mortgages his Unit shall notify the Management Committee of the name and address of his Mortgagee. The Committee shall maintain the information in a book which shall be available to any person who, in the judgment of the Committee, has a legitimate interest in it.

- (h) The holder of a first Mortgage on a Unit is entitled to written notice from the Secretary of a default by the Owner in the performance of his obligation(s) under the Declaration which is not cured within 30 days, if the Owner or Mortgagee has previously furnished the Committee with the information necessary for giving such notice.
- (i) A lien against a Unit for nonpayment of Assessments shall be subordinate to a lien or equivalent security interest against the Unit recorded prior to the date the Assessments become due.
- (j) Unless more than 75% of the first Mortgagees (based on one vote for each Mortgage owned) of Units have given their prior written approval, neither the Management Committee nor the Association shall:
 - (i) By act or omission, seek to abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation.
 - (ii) Change the pro-rata interest on obligations of any Unit for (a) purposes of levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; and for (b) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas.
 - (iii) Partition or subdivide any unit.
 - (iv) Make any material amendment to the Declaration that diminishes the security interest of a Mortgagee.
 - (v) By act or omission, seek to amend, partition, subdivide, encumber, sell or transfer the Common Areas without prior approval from Lindon City. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas of the Project shall not be deemed a transfer within the meaning of this subparagraph.
 - (vi) Use hazard insurance proceeds received by the Association because of losses to any property of the Project, whether to Units or to the Common Areas, for other than the repair, replacement or reconstruction of such improvements, except as may be provided by the Statute in cases of substantial loss to the Units or Common Areas of the Project.
 - (vii) Notwithstanding all other provisions hereof:
 - (A) A lien on a Unit which may arise under the provisions of this Declaration shall be subordinate to and shall not affect the interest of the holder of an indebtedness secured by a recorded first Mortgage on the Unit if such interest was made in good faith and for value. After receiving title to the Unit, the purchaser at the foreclosure sale shall be subject to Assessments as any other Owner.

- (B) No amendment to this Declaration shall affect the rights of the holder of a Mortgage recorded prior to the recordation of the amendment.
- (C) By subordination agreement executed by a majority of the Management Committee, the benefits of (a) and (b) above may be extended to Mortgages not otherwise entitled thereto.
20. Damage to Project. If all or part of the improvements in the Project are damaged or destroyed, the following shall apply:
- (a) If proceeds from the Association's insurance are alone sufficient to repair and reconstruct the damaged or destroyed improvements, such repair or reconstruction shall proceed and the cost thereof paid from those proceeds.
- (b) If there is no insurance coverage for the damage or destruction because of the type of event which caused it, the Management Committee shall convene a meeting of the Owners to discuss the situation and decide on a course of action. If 75% or more of the Owners elect to repair or reconstruct the affected improvements, the Project shall be restored. All Owners shall be assessed for the cost of restoration on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.
21. Right of Ingress, Egress, Lateral Support. Each Owner shall have the right of ingress and egress over, upon and across the Common Areas designated for use in connection with his Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.
22. Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.
23. Easement for Utility Services. There is hereby created a blanket easement upon, across, over, and under the Tract for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, electricity and similar services.
24. Legal Description of a Unit. Each conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with appropriate reference to the Map and to this Declaration, as each shall appear on the Records of the County Recorder of Utah County, State of Utah, and in substantially the following form:
- Unit _____ shown in the Record of Survey maps for Green Valley Condominiums appearing in the records of the Utah County Recorder in Book _____, Page _____ of Plats, and as defined and

described in the Declaration of Condominium, appearing in such Records in Book _____, Page _____ of Records.

This conveyance is subject to the provisions of the aforesaid Declaration.

Such description will be construed to describe the Unit, together with an undivided Interest in and to the Common Areas as the same are established and identified in the Declaration and Maps referred to herein, and to incorporate all the rights incident to ownership of a Unit and all the limitations of such ownership as described in this Declaration.

25. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural; the plural, the singular; and the use of any gender shall include all genders.
26. Severability. Should any provision of this document be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity of the other parts thereof, and its remaining provisions shall be given full force and effect.
27. Topical Headings. The headings appearing at the beginning of the individual Sections of this Declaration are for convenient reference only, and shall not be construed to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any provision hereof.

**AMENDED BYLAWS
FOR
GREEN VALLEY CONDOMINIUMS**

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Voting. Voting shall be on an individual Unit basis, and each Owner shall have one vote.
2. Majority of Owners. Majority of Owners means more than 50% of Owners.
3. Quorum. The presence at a meeting in person or by proxy of a majority of Owners as defined in the preceding Section of this Article shall constitute a quorum.
4. Proxies. In Owners meetings, votes may be cast in person or by proxy. An Owner who grants a proxy shall instruct the one holding it how to vote on the matters which will come before the meeting. Only an Owner or his Relative, as defined in Art I, §19, at page 4, may act as proxy for another Owner. Proxies must be filed with the Secretary before the appointed time of the meeting in which they are to be used.
5. Consent Equivalent to Vote. Written consents or approvals, secured by the Management Committee from more than 50% of the Owners, for any proposition or transaction that by the provisions of the Declaration requires a vote of more than 50% of the Owners for approval, shall be equivalent to securing the required vote at a meeting of the Owners.

ARTICLE IV

ADMINISTRATION

1. Association Responsibilities. The Owners, acting together as the Association, shall:
 - (a) Approve the annual budget, proposed by the Management Committee,
 - (b) Approve special Assessments proposed by the Management Committee,
 - (c) Elect Officers, and
 - (d) Establish the amount of the annual and monthly Assessments and make input to the Management Committee regarding the operation, maintenance and management of the Project on behalf of the Association.
2. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Management Committee.

3. Annual Meetings. The annual meetings of the Association shall be held on the second Monday in January. The Management Committee may, on not less than 20 days notice to Owners, specify a different day in January.
4. Special Meetings. A special meeting of the Owners may be called by the President with the concurrence of the Management Committee, and shall be called by the Secretary if at least 34% of the Owners sign and present to the Secretary a petition for the call of a special meeting. No business shall be transacted at a special meeting except as stated in the notice of the meeting, unless by consent of 2/3 of the Owners present, either in person or by proxy.
5. Notice of Meetings. The Secretary shall give notice of the annual meeting, and of any special Owners meeting, not less than 5 nor more than 20 days prior thereto. The notice may be all or part of the content of a newsletter, or may be on a separate paper. Either may be delivered by attaching it to the front door of each Unit and mailing it to nonresident Owners, or by mailing it to all Owners. The notice shall state the time and place of the meeting, and if a special meeting, shall also state the purpose for it. The delivery or mailing of notice to each Owner in accordance with this Section shall be considered notice served.
6. Adjourned Meetings. If any meeting of Owners cannot proceed because a quorum is not present, the Owners who are present either in person or by proxy may adjourn the meeting to a later time, but new notice of the later time must be given.
7. Order of Business. The order of business at the Association's annual meeting may include:
 - (a) Roll call,
 - (b) Proof of notice of meeting or waiver of notice,
 - (c) Reading of minutes of the preceding meeting,
 - (d) Reports of Officers,
 - (e) Reports of committees, and
 - (f) Appointment of inspectors of election.

The following business shall be transacted at the annual meeting:

- (g) A proposed operating budget for the next fiscal year shall be presented and voted on for approval or disapproval.
- (h) Officer election ballots setting forth the names of the candidates for offices to be filled shall be furnished to each Owner and each proxy holder. When voting is completed, the ballots shall be counted and the result of the vote for each office shall be announced to the meeting.
- (i) Any other proposal to be put before the meeting for approval or disapproval shall be presented, discussed and voted on, either by ballot or by show of hands, as those present may choose.

- (j) The Owners may also transact such other business of the Association as may properly come before them.

ARTICLE V

MANAGEMENT COMMITTEE

1. Number and Qualifications. The Association's affairs shall be governed by a Management Committee composed of the four Officers elected at the annual meetings.
2. Powers and Duties. The Project shall be managed, operated and maintained by the Management Committee as agent for the Unit Owners. In fulfilling its duties, the Committee shall have the following powers and authority:
 - (a) To propose a change in the amount of the annual Assessment to each Unit. No later than 30 days before the annual meeting, the Committee shall notify each Owner of any proposed change.
 - (b) To grant or create on such reasonable terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas.
 - (c) To execute and record any amendments to the Declaration or the Maps, which have been approved by the Owners.
 - (d) To sue and be sued.
 - (e) To enter into contracts relating to the Common Areas and other matters for which it has responsibility.
 - (f) To convey or transfer an interest in real property, provided that any approval or consent of the Owners required by the Declaration has been obtained.
 - (g) To purchase or otherwise acquire, and accept title to, an interest in real property, provided that any approval or consent of the Owners required by the Declaration has been obtained.
 - (h) To add to the Project an interest in real property obtained pursuant to Subsection (f) above, provided that any approval or consent of the Owners required by the Declaration has been obtained.
 - (i) To enact and promulgate such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Owners.
 - (j) To acquire and hold tangible and intangible personal property for the benefit of the Owners, dispose of it by sale, trade or otherwise, and enact and enforce rules for its use.

- (k) To perform any other acts and to enter into any other transactions which may be reasonably necessary for it to perform its functions as agent for the Owners.
 - (l) To exercise any other right, privilege or power not identified in this Section but granted to the Management Committee elsewhere in the Declaration or by law.
3. Other Duties. In addition to duties imposed by the Declaration or by resolutions of the Association, the Management Committee shall be responsible for the following:
- (a) Care, upkeep and surveillance of the Common Areas and Facilities.
 - (b) Collection of monthly Assessments.
 - (c) Selection and dismissal of the personnel necessary for the maintenance and operation of the Project, the Common Areas and Facilities, and the Limited Common Areas and Facilities.
4. Manager. The Management Committee may recommend that the Association employ a Manager at a compensation suggested by the Committee to perform such duties and services as the Committee shall authorize, including, but not limited to, the duties listed in Section 3 of this Article. A contract for management of the Project may be terminated by the Management Committee for cause upon thirty (30) days written notice to the Manager. The term of a management contract shall not exceed one year, but shall be renewable by agreement of the parties for an additional year.
5. Vacancies. Vacancies in the Management Committee shall be filled by the vote of the Owners at a special meeting called for that purpose. An Officer so elected shall be a member of the Committee until a successor is elected at the next annual meeting of the Association.
6. Meetings. Regular meetings of the Management Committee shall be held not less than quarterly at such time and place as the Committee may determine. Notice of the meetings shall be given at such time and by such means as the Committee may determine.
7. Special Meetings. Special meetings of the Management Committee may be called by the President on at least 3 days notice to the members, given personally or by telephone. The notice shall state the time, place and purpose of the meeting. The President shall call a special meeting of the Committee if 2 or more Committee members make a written request to him to do so.
8. Waiver of Notice. Attendance by a member at any meeting of the Committee shall be a waiver by him of notice of the time, place and purpose thereof. If all Committee Members are present at any meeting of the Committee, no notice need have been given, and any business may be transacted at such meeting.

9. Management Committee's Decisions. Decisions of the Management Committee must be made by the concurrence of at least 3 of its members. No proxy may be used in a Management Committee meeting.
10. Exterior Maintenance
- (a) The Management Committee shall
 - (i) Maintain the Common Areas, and Limited Common Areas, except as set forth in subsection (c),
 - (ii) Maintain the exterior of each Unit, including painting, repairing, and replacing as needed, roofs, rain gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walkways, and other exterior improvements that are part of the original builder's standard installation.
 - (b) Each Owner shall repair, replace and maintain doors and windows, including their glass, landscaping located in a Limited Common Area, and any exterior improvement that was done to an Owner's specification or was not a part of the original builder's standard installation.
 - (c) If the need for maintenance or repair of a Unit or the improvements thereon is caused through the willful or negligent acts of the Owner or his family, guests or invitees, the cost thereof shall be added to and become a part of the Assessment against that Unit.
11. Owner's Responsibility. With regard to his Unit, it is the responsibility of each Owner to observe and determine:
- (a) Whether any shingles have been blown off the roof by a wind,
 - (b) Whether a shrub or bush is dead or dying,
 - (c) Whether a water sprinkler is not working properly,
 - (d) Whether a water drainage pipe attached to his unit or located in a limited common area related thereto is plugged up or broken, and
 - (e) Whether any other device, object or structure, the maintenance and repair of which are the Management Committee's responsibility, is not working properly.
- Upon becoming aware of anything amiss in connection with any of the above, an Owner shall promptly notify an Officer so that the Management Committee can remedy the problem. An Owner who neglects to observe and notify shall be responsible to remedy the problem himself.
- The Association will assume the responsibility set forth in this Section if one of its Officers receives a written request that it do so from an Owner who is unable, because of physical limitations, to make the required observation and determination.
12. Insurance and Bond. The Management Committee shall secure and maintain at all times the following insurance and bond coverage:

- (a) A policy or policies of fire and casualty insurance with extended coverage endorsement, for the full insurable replacement value of the entire project. Such policy or policies shall be made payable to the Association and all persons holding an interest in the Project or any of the Units, as their interests may appear.
- (b) Fidelity bond coverage for any person handling funds of the Association, including, but not limited to, a professional Manager and his employees. Such fidelity bonds shall name the Association as the obligee, and be written in an amount equal to at least 125% of the estimated annual income of the Project plus financial reserves.
- (c) A liability policy insuring the Committee, a Manager and his employees, and the Owners against exposure from any claim arising by reason of the ownership, use or operation of the Project. Coverage limits under the policy shall not be less than \$2,000,000 for any person injured, \$4,000,000 for all persons injured in any one accident, and \$4,000,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.
- (d) The following additional provisions shall apply with respect to insurance:
 - (i) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to Green Valley Condominiums.
 - (ii) The Committee shall have the authority to adjust losses.
 - (iii) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.
 - (iv) Each policy of insurance obtained by the Committee shall, if possible, provide a waiver of the insurer's subrogation rights with respect to the Committee, a Manager, the Owners, and their respective servants, agents, and guests; that it cannot be canceled, suspended, or invalidated due to the conduct of any member, Officer or employee of the Committee or of a Manager without prior written notice to the Committee; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
 - (v) Each Owner will be responsible to insure his personal property to cover any loss or damage. An Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under a policy maintained by the Committee.
 - (vi) Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on

the Project or any part thereof, or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without prior written permission from the Management Committee.

13. Expenditure Limit. The Committee shall make no structural alterations, capital additions to, or capital improvements of the Common Areas requiring expenditures in excess of \$6,000.00 without prior approval of the Owners.
14. Third Party Reliance. Any instrument executed by the Management Committee relating to the Common Areas that recites facts which, if true, would establish the Committee's power and authority, shall be valid in favor of any person who in good faith and for value relies upon said instrument.
15. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Owners against all costs, expenses and liabilities whatsoever, excluding fraudulent or criminal actions, but including attorney's fees reasonably incurred by him in connection with any proceeding in which he may become involved by reason of his being or having been a member of the Committee.

ARTICLE VI

OFFICERS

1. Officers. The Officers of the Association are the President, the Vice President, the Secretary, and the Treasurer. No two offices may be combined.
2. Election of Officers.
 - (a) The President and Secretary shall be elected at the annual meeting in January, 2010, and at the annual meeting in each even-numbered year following. Their term shall be two years.
 - (b) The Vice President and Treasurer shall be elected at the annual meeting in January, 2010, for a term of one year, and again at the annual meeting in January, 2011, for a term of two years. They shall be elected at the annual meeting in each odd-numbered year following for a term of two years.
 - (c) Officers shall serve until their successors have been elected and have begun to serve the new term.
3. Voting. Each Owner or holder of a proxy from an Owner, present at a meeting, shall have one vote for a candidate for each office to be filled.
4. Eligibility to Hold Office. Only Owners, spouses of Owners, and managing officers, managing directors, or managing agents of Owners which are legally created persons, shall be eligible to be elected as Officers.
5. President. The President shall be the chief executive Officer of the Association, and shall preside at its meetings and those of the Management Committee. He

shall have all of the general powers and duties that are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the Association's affairs.

6. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Management Committee shall appoint another from its members to do so on an interim basis. The Vice President shall also perform such other duties as may from time to time be given him by the Management Committee.
7. Secretary. The Secretary shall keep the minutes of meetings of the Management Committee and of the Owners. He shall have charge of such books and papers as the Management Committee may direct, and shall, in general, perform all duties ordinarily incident to the office of Secretary.
8. Treasurer. The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books, in computer files, or in other electronic storage systems belonging to the Association. He shall be responsible for the deposit of all money and other valuable effects in the name, and to the credit, of the Association, in such depositories as may from time to time be designated by the Management Committee.
9. Vacancies. If for any reason an Officer ceases to function in the office to which he was elected, his replacement shall be elected by the remaining Officers. A person so elected shall serve until a successor is elected at the next annual meeting.
10. Removal of Officers. A majority of the Owners, in an annual meeting or a special meeting called for the purpose, may, for cause, remove an Officer from office. Before a vote on removal is taken, an Officer whose removal has been proposed by the Owners shall be given an opportunity to be heard. If an Officer is removed, a successor may then and there be elected to fill the vacancy thus created, and will serve until the next annual meeting.

ARTICLE VII

OBLIGATIONS OF OWNERS

1. Annual Assessments.
 - (a) The Owner of each Unit is obligated to pay the annual Assessment imposed by the Management Committee to meet the Project's communal expenses. The Assessment may be paid in monthly installments. Each payment shall be due on the first day of the month for that month. If not paid within thirty (30) days of its due date, the delinquent payment shall bear interest at the rate of 12% per annum. For a new Owner, the monthly Assessment is due and

payable for the current month on the date he purchases his Unit, whether by conveyance to him or by executory contract entered into.

- (b) The Assessments shall be made pro rata according to number of Units in the Project. Assessments shall be adequate to allow for periodic payments to the reserve account, in such amounts as the Committee may determine. The amount of the Assessments shall be subject to change.

2. Special Assessments.

- (a) After securing approval of the Owners, the Management Committee may levy a special Assessment against the Units of the Project, payable over such period as the Committee may determine. The Assessment shall be for the purpose of defraying, in whole or in part, the cost of construction or installation of an improvement or improvements, the reconstruction, repair or replacement of a part of the Common Areas of the Project, the maintenance of or repair to the exterior of one or more Units, or for any other expense incurred or expected to be incurred for the benefit of the Project.
- (b) The Assessment shall be in proportion to the number of Units in the Project. Each Owner shall be given written notice of the amount of the Assessment, the time and method for making payments, and the rate of interest on delinquent payments. The rate shall be 12% per annum from the date the payment is due.

3. Liens for Unpaid Assessments. All sums assessed to any Unit pursuant to Sections 1 and 2 above, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit except a lien given priority under governmental assessment authority, and encumbrances against the Unit recorded prior to the date notice of the lien provided for herein is recorded.

- (a) No notice of lien shall be recorded until there is a delinquency in payment of the Assessment.
- (b) The Management Committee shall prepare a written Notice of Lien setting forth the amount of the Assessment, the due date, the amount, including interest, remaining unpaid, the name of the record Owner of the Unit, and the legal description of the Unit. The Notice shall be signed by two or more members of the Management Committee and recorded in the office of the County Recorder. Costs and expenses of preparation and recording of the Notice of Lien, together with reasonable attorney fees, shall be secured by the lien.
- (c) The Management Committee may enforce the lien by foreclosure in the same manner in which other recorded encumbrances on real property are foreclosed under state statutes.

- (d) Assessments against the Unit which may become due during foreclosure shall also be secured by the lien.
- (e) Upon payment to the Management Committee of all sums secured by the lien, it shall execute and record a release of lien, freeing the Unit from the encumbrance.
- (f) In a foreclosure sale, the Management Committee may bid in an amount equal to the sums secured by the lien and if successful in its bid may hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.
- (g) Any encumbrancer holding a lien on a Unit may pay the amount secured by the lien created by this Section, and upon such payment shall be subrogated to the rights of the Management Committee with respect to the lien, including priority.
- (h) The Management Committee shall furnish to any encumbrancer of a Unit, which has furnished to the Management Committee written notice of such encumbrance, information about any Assessment against the Unit which remains unpaid for longer than thirty (30) days after it became due.
- (i) Upon written request to the President from an Owner, lienor, prospective owner or prospective Mortgagee for information concerning a Unit, and payment of a reasonable fee not to exceed twenty five dollars (\$25.00), the Committee shall issue a written statement of account setting forth the amount of any unpaid Assessment, the current annual Assessment and the portion thereof which has been paid, the amount of credit for advance payment of prepaid items, including, but not limited to, the Owner's share of prepaid insurance premiums, and any other relevant financial information which the Committee is in possession of relating to the Unit. The statement shall be conclusive against the Committee in favor of persons who rely thereon in good faith.

Unless the Committee furnishes the requested statement within twenty (20) days, all unpaid Assessments which became due prior to the date of the request shall be subordinate to the lien of a Mortgagee which acquired its interest after requesting the statement. If the request is from a prospective purchaser who buys the Unit, he shall not be liable for any unpaid Assessments if the request for the statement is not complied with within the twenty days.

If the statement is timely furnished, a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid Assessments against the Unit up to the time of the recording of the transferring conveyance, and the purchaser shall be subrogated to the right of the Committee to recover from the seller the amount paid by the purchaser to satisfy the Assessments.

4. Party In Interest. Notwithstanding any provision of this Declaration to the contrary, any proceeding, suit or action as may be deemed necessary, to recover a money judgment respecting any Assessments levied or fixed by the Management

Committee shall be maintained on behalf of the Association at the instance and suit of the Management Committee.

5. Personal Obligation. The amount of any annual or special Assessment against a Unit shall be the Owner's personal obligation to the Association. Suit to recover a money judgment for such personal obligation may be maintained by the Management Committee against the Owner without foreclosing or waiving the lien securing it. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of the Common Areas or by abandoning his Unit. The Management Committee may suspend the voting rights of an Owner who is more than 30 days delinquent in payment of an Assessment.
6. Duty of Owner to Pay Taxes on Unit Owned. Each Unit and its percentage of interest in the Common Areas and Facilities is, under the provisions of the Statute, a separate parcel and is subject to separate assessment and taxation by each assessing unit, local district, and special service district for all taxes authorized by law, including ad valorem levies and special assessments. Accordingly, each Owner shall pay and discharge all such taxes and assessments as may be assessed against his unit.
7. Maintenance and Repair.
 - (a) Each Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would adversely affect the Project in its entirety or in part, or would adversely affect another Unit. An Owner shall be liable for any damage that his failure to do so may cause.
 - (b) Repairs of internal installations of a Unit, such as water, light, gas, electricity, sewage, telephone, air conditioning, sanitary installations, doors, windows, and all other accessories belonging to a Unit shall be the Owner's responsibility, and shall be done at his expense.
 - (c) An Owner shall reimburse the Association for any expenditure incurred by it in repairing or replacing any Common Area or Facility damaged through the Owner's fault, and the amount of the expenditure shall be an Assessment which the Owner must pay.
 - (d) Each Owner is responsible for maintenance of the interior of his Unit.
8. Use of Individual Units - Internal Changes.
 - (a) All Units shall be utilized for single family residential purposes only.
 - (b) No Owner shall make a structural modification or alteration in or to the outside of his Unit without written permission from the Management Committee.
 - (c) No one may cause to be placed or erected on the Common Area any outbuilding or otherwise obstruct or encroach on any part thereof, or remove anything therefrom, without written permission from the Management Committee.

- (d) The Committee may by rule prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of the Owners or protecting the Units or the Common Areas themselves.
 - (e) An Owner may personalize the landscaping in an area up to 6 feet in width bordering his Unit or its Limited Common Area. The Association shall not be responsible to maintain or replace any part of personalized landscaping.
9. Lease of Unit. An Owner may let his Unit under a written lease of not less than 6 months. The lease terms shall include a provision that the tenant is subject to the provisions of the Declaration, and that a failure by the lessee to comply with the terms thereof shall be a default under the lease.
10. Use of Common Areas and Facilities. An Owner who schedules the use of a part of the Common Areas shall have priority over another user during the time scheduled. The Common Areas may be scheduled with the Secretary for use by an Owner's guests for purposes such as family reunions or other family gatherings if the Owner will be present. All such use by guests must be scheduled with the Secretary. During times when the Common Areas are not scheduled they are available for use by Owners on a first come first served basis. Owners and guests using one of the Common Areas are responsible for leaving the area in a clean condition.
11. Right of Entry.
- (a) An Owner shall permit the Management Committee, other Owners, or persons or entities authorized by either, when conditions so require, to enter his Unit for the purpose of installing, altering, or repairing mechanical or electrical devices, appliances or structures if there is a serious problem originating in or threatening his Unit. Entry can be made only after a request for it has been made a reasonable time in advance, and the entry is to be done at a time convenient to the Owner.
 - (b) In case of emergency, such right of entry shall be made only after attempting to contact the Owner by telephone, doorbell, or knocking. If there is no response from the Owner, entry may then be made.
12. Rules of Conduct.
- (a) Residents of the Project shall not post any advertisements or posters of any kind in or on the Project except as authorized by the Management Committee, in which event any and all such signs shall be displayed in a tasteful manner.
 - (b) Except as stated in this Subsection, no public sale, such as a garage sale, yard sale, lawn sale, porch sale, or any activity of a like kind, whether or not advertised as such, may be conducted from or in connection with any Unit of the Project. No private sale that in its nature resembles any of the above may be conducted from or in connection with any Unit of the Project. However, in order to facilitate the evacuation of his Unit because it has been sold or is

being offered for sale, an Owner may hold a sale from his Unit, not to exceed 3 days in length.

- (c) Residents shall not make, or permit to be made, noises that disturb, or are likely to disturb, other residents, whether from musical instruments, radios, televisions, amplifiers or from any other source.
- (d) No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas, nor shall any unusual activity be carried on therein which is an annoyance or nuisance to any person residing in the Project.
- (e) No livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas. The keeping of household pets in Units shall be in accordance with municipal sanitary regulations, and shall not result in disturbing the peace.
- (f) Hanging of garments, rugs and the like from or upon the windows, porches, railings or any part of a Unit or a fence is prohibited.
- (g) Dusting and shaking out of rugs and the like from the windows, porches, railings or any of the facades of the Project is prohibited.
- (h) Throwing of garbage or trash outside of the installations provided for such disposal in the service area is prohibited.
- (i) No Owner, Lessee or resident shall install or maintain wiring of any kind for any purpose on the exterior of a Unit or that protrudes through a wall or the roof of a Unit except as authorized by the Management Committee.
- (j) Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- (k) The Management Committee may suspend the voting rights of an Owner who fails to correct a violation of a rule or regulation within the time fixed in a written notice of the same, given to the Owner in person or by certified mail.

13. Enforcement. Each Owner shall comply strictly with the provisions of the Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time, and with the decisions adopted pursuant thereto. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or Manager on behalf of the Owners, or in a proper case, by an aggrieved Owner.

14. Nonwaiver. No provision of this Declaration shall be deemed to have been abrogated or waived by reason of a failure to enforce it in any one instance or in many instances, irrespective of the number of violations or breaches which may have occurred.

ARTICLE VIII**METHOD OF AMENDING**

1. Amendment Approval. The Declaration or the Maps may be amended by the Association in an annual meeting after not less than 30 days notice to Owners that the proposed amendment will be considered, or in a special meeting called for such purpose. No amendment shall take effect unless approved by more than 50% of the Owners.
2. Certification and Recording. The amending documents shall include a certification by the Management Committee that more than 50% of the Owners approved the amendment. The amended Declaration or Maps, together with the certification, shall be recorded at the office of the Utah County Recorder and shall be effective immediately following the recording.

ARTICLE IX**SERVICE OF PROCESS**

The President of the Association shall be its agent for service of process. Within thirty days after being elected, the new President shall file for record in the office of the Utah County Recorder a paper identifying him as the Association's President and process agent, and giving his name and address.

EXHIBIT I

to the Amended Condominium Declaration for Green Valley Condominiums
dated January 11, 2010

Following is the perimeter legal description of the Green Valley Condominiums Project:

Beginning at a point located South 0° 08' 49" East 112.23 feet along the Section line and West 154.26 feet from the northeast corner of Section 33, Township 5 South, Range 2 East, Salt Lake Base and Meridian, and running thence

S 0° 08' 49" E 160.12 feet; thence

S 89° 58' 17" W 34.05 feet; thence

S 0° 01' 43" E 307.41 feet; thence

S 89° 58' 17" W 953.15 feet; thence

N 22° 43' 31" W 189.71 feet; thence

N 89° 58' 17" E 236.40 feet; thence

N 0° 01' 43" W 227.13 feet; thence

S 85° 25' 53" W 88.44 feet; thence

N 3° 33' 10" W 189.45 feet; thence

N 86° 26' 50" E 533.80 feet; thence

N 75° 13' 26" E 118.71 feet; thence

S 27° 31' 30" E 82.0 feet; thence

N 89° 58' 17" E 172.60 feet; thence

S 0° 01' 43" E to a point on the northerly line of Green Valley Condominiums Phase III, said point being located S 85° 25' 54" W of the point of beginning, thence N 85° 25' 54" E to the point of beginning.

EXHIBIT II

to the Amended Condominium Declaration for Green Valley Condominiums

dated January 11, 2010

Chart of the Units comprising Green Valley Condominiums and their interest in the common areas:

<u>Unit Number</u>	<u>Interest</u>	<u>Unit Number</u>	<u>Interest</u>
1	2%	26	2%
2	2%	27	2%
3	2%	28	2%
4	2%	29	2%
5	2%	30	2%
6	2%	31	2%
7	2%	32	2%
8	2%	33	2%
9	2%	34	2%
10	2%	35	2%
11	2%	36	2%
12	2%	37	2%
13	2%	38	2%
14	2%	39	2%
15	2%	40	2%
16	2%	41	2%
17	2%	42	2%
18	2%	43	2%
19	2%	44	2%
20	2%	45	2%
21	2%	46	2%
22	2%	47	2%
23	2%	48	2%
24	2%	49	2%
25	2%	50	2%

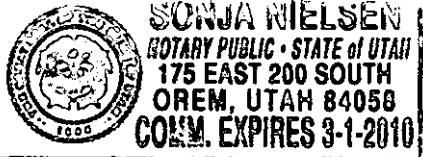
CERTIFICATION

The undersigned, being the duly elected members of the Management Committee of Green Valley Condominiums, a condominium project located in Lindon City, Utah County, State of Utah, and representing the Homeowners Association of that Project, hereby certify that the attached and foregoing Amended Condominium Declaration for Green Valley Condominiums was, in the annual meeting of the members of the Association, held Monday, January 11, 2010, approved by the affirmative vote of more than 50% of the Owners of the residential Units in the Project, which Owners also constitute more than 50% in the aggregate in interest of the undivided ownership of the common areas and facilities of the Project.

Dated this 20 day of January, 2010.

Subscribed and sworn to before me this 20 day of Jan at Utah County of Utah State of Utah, by said _____ whose identity of whom is well known or proved to me.

Sonja Nielsen
Notary
Residing in: Orem UT
Commission expires: 3-1-2010



Clark D. Webb
Clark D. Webb, President

Robert J. Fausett
Robert J. Fausett, Vice President

Meloyce Hamilton
Meloyce Hamilton, Secretary

Mark H. Weight
Mark H. Weight, Treasurer

PROCESS AGENT

The undersigned Clark D. Webb affirms that he is the President and process agent for the Green Valley Condominiums Homeowners Association, and that his address is 552 N. 120 West, Lindon, Utah 84042.

Clark D. Webb
Clark D. Webb