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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHALET VILLAGE, RESORT CONDOMINIUMS, PHASE I

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereafter "Declaration") has been duly authorized and approved by the owners of Sixty-Nine and 86/100 Percent (69.86%) of the total vote of all Unit Owners within Chalet Village, Resort Condominiums, Phase I, whose Declaration of Covenants, Conditions and Restrictions was duly recorded February 13, 1973, as Entry No. 166781, at Book 190, Pages 471-490, Official Records of the Iron County Recorder. This Declaration constitutes an entire and complete restatement.

WITNESSETH:

WHEREAS, CHALET VILLAGE LIMITED, a Utah partnership (hereafter "Grantor") pursuant to the provisions of the Utah Condominium Ownership Act previously developed that certain Condominium Project known as Chalet Village, Resort Condominiums, Phase I (hereafter "Condominium Project");

AND WHEREAS, the plat for said Condominium Project was duly filed and the Declaration of Covenants, Conditions and Restrictions for said Condominium Project was duly recorded in the official records of the Iron County Recorder;

AND WHEREAS, the owners of Sixty-Nine and 86/100 Percent (69.86%) of the total vote of all unit owners within Chalet Village, Resort Condominiums, Phase I, as shown on the plat previously recorded for said Property, which Property is also described on Exhibit A attached (hereafter the "Property"), have duly authorized and approved this entire and complete amended and restated Declaration ;

AND WHEREAS, the owners of Sixty-Nine and 86/100 Percent (69.86%) of the total vote of all unit owners within Chalet Village Resort Condominiums, Phase I and Sixty-Eight and 15/100 Percent (68.15%) of all unit owners within Chalet Village Resort Condominiums, Phase II also have voted to merge the separate homeowners associations heretofore existing for Chalet Village, Resort Condominiums, Phase I and Chalet Village, Resort Condominiums, Phase II into one common homeowners association for both Condominium Projects to be known as The Ridges at Chalet Village Homeowner Association (hereafter "Association") and to amend the bylaws for said Association, which amended bylaws are attached hereto as Exhibit C;

NOW THEREFORE, said Owners, through their duly authorized officers and agents, hereby make the following Declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the Property is subject, hereby specifying that said Declaration shall constitute covenants to run with the land which shall be binding on said Condominium Project and all Owners of all or any part of said property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, as follows:

A. The plan of ownership previously established by Grantor is hereby confirmed and restated, to wit, the division of said Property into separate free-hold estates, as follows:

1. Twenty-Four (24) separately designed and legally described freehold estates consisting of the spaces or areas within the perimeter walls of each of the twenty-four (24) separately owned building spaces as defined by the plat for the Property previously recorded. Said spaces are defined and referred to herein as "Private Space."
2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "Common Areas and Facilities," which term includes all building structural components and the property upon which the structures are located, including but not limited to, the land, roof, supporting walls, slabs, staircases, halls, exterior parking spaces, common area storage spaces, sewage holding tanks and lines, trees, pavement, building exteriors, pipes, wire conduits, flues or other public utility lines and improvements which are located within said common area. Nothing in this summary of Common Areas and Facilities shall be construed

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to alter or limit the specific descriptions of ownership and assignments of responsibility set forth in paragraph (E) below.

3. The Plat of this Condominium Project designates certain Common Areas and Facilities as "Limited Common Areas." The areas so designated are generally walkways, stairways, decks, storage areas, garages, and similar facilities. Each Limited Common Area serving more than one Private Space, i. e., walkway, stairway, and the like, is for the specific but non-exclusive use of the Owners of its associated Private Spaces. Each Limited Common Area serving only one Private Space, i. e., deck, garage, and storage area, is for the exclusive use of the Owner of its associated Private Space. This Declaration does not alter the designation of any area on the Plat as Private Space, Common Area, or Limited Common Area. Unless otherwise indicated, the term "Common Area" as used in this Declaration describes and includes all Common Areas and Facilities, including the Limited Common Areas as shown on the Plat of said Condominium Project.

B. For purposes of this Declaration, the ownership of each Private Space includes the respective undivided interest in the Common Areas and Facilities specified and established herein by Exhibit B I. Each Private Space together with its undivided interest is defined and hereinafter referred to as a "Unit." The term "Owner" as used herein shall mean the person or persons owning a Unit in fee simple, or a contract buyer who has equitable ownership and possession of the Unit subject to performance of the contract's terms.

C. The individual Private Spaces as hereby established are described in the Survey and Plat previously recorded for said Condominium Project.

D. The undivided interest in the Common Areas and Facilities hereby established and appurtenant to each respective Private Space and the proportionate share of each respective Unit in the profits and expenses in the Common Areas and Facilities, as well as their proportionate representation for voting purposes in the Association is set forth and included herein as Exhibit "B I" and "B II". Said Grantor and its successors and assigns, and its grantees and their successors and assigns, covenant and agree that the undivided interests in the Common Areas and Facilities and the fee titles to the respective Private Space conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective Private Space even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Private Space.

E. By this Declaration, all Owners of the Units, their successors and assigns, by their acceptance of their deeds or equitable contract interest, covenant and agree as follows:

1. There shall be no judicial partition of the Condominium Project or any part thereof, nor shall Grantor or any such person acquiring an interest in the Condominium Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph H hereof in the case of damage or destruction or unless the property has been removed from the provisions of the Condominiums Act as provided in Section 57-8-22 thereof, or equivalent successor section, however, that if any Unit shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition or partial conveyance between such co-tenants, and such partial conveyance shall not affect any other Unit.

2. The owner of each respective Private Space shall be deemed to own and to be responsible for the following:

- a) The carpet, pad, tile, wooden or laminate flooring, rugs and any other floor coverings.
- b) Lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other material constituting part of the finished surface of a wall, floor, or ceiling.
- c) Windows (glass, framing and screening)
- d) Doors, including sliding glass doors, door screens, and all interior and Private Space access doors.
- e) All cabinetry.
- f) All countertops.

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- g) All electrical lines from and including that Private Space's junction box to the point of use within the Private Space, including lighting fixtures, sconces, wall switches, wall outlets, additional circuit breakers within the Private Space, light bulbs, and exhaust fans.
- h) All drapery, shades, blinds or other window coverings.
- i) For culinary water supply lines and waste water and sewage lines: that portion of the line from the point within the wall, floor or ceiling where that line branches off to serve only that Private Space. Vent lines attached to that portion of the line are also Owner's responsibility.
- j) All kitchen sinks, garbage disposals, dishwashers, water closets, lavatories, toilets, tubs and showers, clothes washing machines, dryers.
- k) Those plumbing devices such as angle-stop valves, supply tubes, faucets or center sets, and any valve, anti-siphon device, drain, p-trap and clean-out which may exist to serve the various plumbing fixtures.
- l) Kitchen stoves, ovens, microwave ovens, refrigerators, and appliances, built-in or free standing.
- m) Water heaters including those contained within the Common Area.
- n) Fireplaces, wall heaters or gas heating appliances free standing or built-in and any HVAC equipment.
- o) All furnishings such as, beds, sofas or couches, tables, chairs, end tables, lamps, televisions, radios, satellite dishes, computers, utensils.
- p) Personal items to include clothing, equipment such as recreational items, firearms, vehicles, wherever located.
- q) All items, property and facilities similar to the above.

3. The Owners shall be deemed not to own and the Association shall be responsible for the following:

- a) The physical structure of the buildings and Common Area. This includes the roofs, concrete flooring such as garage floors, concrete walls, walkways and sidewalks, retaining walls, etc.
- b) The wooden framing comprising the walls of the structure, wooden siding on the exterior of the structures, wooden sub base flooring, lightweight concrete flooring within the Owner's Private Space.
- c) All trash containers located in the Common Area but not within decks, storage areas, or garages. The collection and disposal of trash.
- d) Stairways, landings and railings.
- e) All lighting fixtures located on the exterior of the buildings.
- f) Lighting fixtures which may be located within the Common Area.
- g) The asphalt driveways.
- h) Fire extinguishers and other Life Safety devices located on the exterior of the structures or in any location within the Common Area but not within any deck, storage space, or garage.
- i) Electrical lines from but not including the junction box within each Private Space to the point of electrical supply provided by the utility company.
- j) Electrical wiring and devices located within any Common Area but not within any deck, storage space, or garage.
- k) Doors and windows wherever they may be located within the Common Area, excluding those designated as being Owner's responsibility above.
- l) Garage doors and hardware, but not including Owner installed garage door openers.
- m) For culinary water supply lines: all water supply lines excluding that portion which serves only one Private Space.
- n) For waste water and sewage lines: all waste water and sewage lines excluding that portion which serves only one Private Space.
- o) Plumbing fixtures, valves, backflow preventers, water meters, common drain, waste and vent piping contained within the Common Area, but excluding water heaters contained within any Common Area or within the owner's Private Space.
- p) The inspection of fireplaces and chimneys and cleaning of same periodically to mitigate fire risk. Any other inspections which may be deemed necessary by the Board of Directors to mitigate risk of damage to the Condominium Project whether by water intrusion, electrical deficiency or other condition.

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- q) Cable television wiring up to but not including the wall box within the owner's Private Space. Wireless internet service coverage within Common Areas.
- r) All roof drains, rain gutters, downspouts and associated piping.
- s) Paint on all exterior surfaces.
- t) All signage in the Common Area, such as on buildings, driveways and doors. This provision is not intended to limit an Owner's right to display the American flag in any Private Space window or on any Private Space deck.
- u) Snow plowing.
- v) Pest and vermin control.
- w) Connection to public utilities such as water and sewer.
- x) Insurance for the Homeowners Association as applicable to the Common Area.
- y) Any other maintenance or repairs to the Common Area which may be deemed necessary by the Board of Directors to insure the safety, enjoyment and protection of the individual owners, their tenants, guests, and invitees, and the Condominium Project generally.

4. The owner of each respective Private Space be responsible for and shall comply with the following and shall insure that all tenants, guests, and invitees comply with and accept responsibility for the following:

- a) Owners, their tenants, guests and invitees, are required to clean up after their pets. The Association provides pet stations for this after the pets have relieved themselves. Owners, their tenants, guests and invitees, are required to dispose of their pet's waste properly. All pets shall be handled and controlled at all times in a manner which will insure the safety and comfort of other occupants. Owners will be responsible for any damage caused by their pet, or the pet of any tenant, guest or invitee.
- b) Telephone service, Owner contracted internet service.
- c) The storage of hazardous materials, chemicals or objects, such as gasoline, insecticides and other poisons, firearms and ammunition, are the responsibility of the individual owners and must be secured in a safe and prescribed manner in keeping with the laws and ordinances of the State of Utah, County of Iron, Town of Brian Head, these CC&Rs and Association bylaws and rules as currently in force and as amended from time to time hereafter.
- d) The tenants, guests and invitees of Owners are required to abide by all laws and all CC&R's, bylaws and rules of Association as currently in force and as amended from time to time hereafter, as if they themselves were, in fact, Owners.
- e) Any modification or alteration to a Private Space which may affect or damage any Common Area or another Owner's Unit must be first presented to the Association's Board for approval prior to modification or alteration.
- f) Except for fires contained within a fireplace within an Owner's unit, all fires anywhere else, whether open or contained within a device such as a BBQ, fire pit, or the like, and whether on or in any Common Area, including any deck, are completely forbidden.
- g) Thermostat settings and heating bills and all fuel and power for the heating of the Owner's Private Space, and such cooling of the Private Space as the Owner may desire.

5. Each Owner shall supply sufficient heat to his/her/its Private Space to keep all separate and common culinary water, waste water and sewer lines in the walls, ceilings and floors adjacent to that Private Space from freezing. If an appliance, water line, power line, door, window, or other item designated as being the Owner's responsibility in paragraph two above causes damage, whether through owner conduct or not, to that Private Space, to any other Private Space(s), or to any Common Area or Facility, i. e., clogged drain which clogs common sewer lines; open windows or doors or inadequate heating which leads to water intrusion or freezing of common water lines, then all repairs to that Private Space as well as all repairs to all other Private Space(s) and to all Common Area(s) and Facilit(ies) shall be the responsibility of the owner of the Private Space where the cause of the damage originated, whether or not that Owner has received prior notice from the Association to take corrective action or to make repairs. This section shall not apply to a Property wide event such as a power failure.

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6. Each Owner shall have the right to appeal to the Association Board any notice or demand for corrective action or repairs or demanding reimbursement for corrective action or repairs undertaken by the Association. Each such appeal shall be in writing and must be received by the Association within thirty (30) days after the date of such notice or demand . If no appeal is made within that time, the Owner shall be deemed to have accepted and agreed to the notice or demand. The Board will consider the appeal at its next regularly scheduled Board meeting. The Owner shall have the right to be present at that meeting. Proceedings shall be informal. The Owner shall have the right to present witnesses and evidence. If substantial evidence supports the prior notice or demand it shall be sustained. Appeal to the Board is a condition precedent to any suit by an Owner contesting any notice or demand. In enforcing payment of any notice or demand, the Association shall treat the unpaid portion of such notice or demand as an assessment and shall have the rights with respect thereto specified under paragraph F hereof. The Association may take corrective action or make repairs without prior notice to any Owner, and without waiving any right to require corrective action or repairs or reimbursement for corrective action or repairs from any Owner thereafter, if for any reason the matter requires urgent attention in the judgment of the Association.

7. The Owners of the respective Private Spaces agree that if any of the Common Areas and Facilities encroaches upon the Private Spaces a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the Owners of Private Spaces agree that minor encroachment of parts of the Common Areas and Facilities due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

8. That an Owner of a Unit shall automatically, upon becoming the Owner of a Unit or Units, be a member of the Association, and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

9. That the Owners of Units covenant and agree that the administration of the Condominium Project shall be in accordance with the provisions of this Declaration, the By-Laws of the Association which are made a part hereof and attached hereto as Exhibit "C", and such rules and regulations, not inconsistent with the terms of this Declaration, which the Association may adopt hereafter.

10. Subject to the right of appeal as provided in Section Six (6) above, each Owner and his/her/its tenants, guests and invitees shall comply with the provisions of this Declaration, the bylaws and rules and regulations of the Association as the same may be lawfully amended from time to time, and the decisions and the resolutions of the Board of Directors of the Association. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief, or for the imposing of a lien upon the Unit of the owner who is in violation of this paragraph. The Board of Directors of the Association may delegate certain day-to-day functions to a Managing and/or Maintenance Agent as allowed by and as described in the bylaws of the Association. These functions may include notice to Owners of violations of this Declaration or of the Association's bylaws, rules and regulations. However, no notice, decision or action of such an agent alone shall constitute any basis for an action to recover sums due, for damages, for injunctive relief, or for the imposition of a lien upon any Unit. All such actions shall require the specific determination of the Board of Directors that such action is in the best interests of the Association and shall be made only after notice to the Owner and an opportunity for the Owner to appear before the Board of Directors. In all such proceedings, the terms of Subparagraph Six (6) above shall control.

11. That this Declaration shall not be revoked or any of the provisions hereof amended except by the affirmative vote of the record Owners holding sixty-seven percent (67%) of the total vote hereunder which amendment shall be effective upon recordation in the office of the Recorder of Iron County, State of Utah.

12. That no Owner of a Unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

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F. All sums assessed by the Association shall be separate, distinct and personal debts and obligations of the Owner against who the same are assessed at the time the assessment is made and shall be collectable as such. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment assessed to the Owner of any Unit plus interest at ten percent (10%) and costs, including reasonable attorneys' fees, shall become a lien upon such Unit upon recordation of a notice of assessment as provided in Section 57-8-44, or equivalent successor section of the Utah Condominium Act. The said lien for nonpayment of an assessment shall have priority over all other liens and encumbrances with the exception of the following:

1. a first or second security interest on the Unit secured by a mortgage or deed of trust that is recorded before a recorded notice of lien by or on behalf of the association of unit owners; or
2. a lien for real estate taxes or other governmental assessments or charges against the Unit.

In enforcing such lien, Unit Owners shall have all rights, and the Association shall have all rights and remedies and recourse to all procedures authorized and allowed by the Utah Condominium Act, now existing or as amended hereafter, including particularly those rights, remedies and procedures specified in Sections 57-8-45 through Section 57-8-54, or equivalent successor sections, Utah Code.

G. Where the holder of the first trust note of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first trust note such acquirer of title, his successors and assigns, shall be liable for the share of the common expenses or assessments by the Association, chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of assessments shall be collectible in full from the new Owner at the time of conveyance of the Unit to the new Owner.

H. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this paragraph means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished or cause to be accomplished by the Board of Directors of the Association. If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored by the Board of Directors of the Association, using proceeds of insurance, if any, for that purpose, and the Unit owners shall be liable for assessment for any deficiency. However, if three fourths (3/4 or more of the buildings are destroyed or substantially damaged and if the Owners, by a vote of at least three fourths (3/4) of the voting power, do not voluntarily, within one hundred (100) days after such destruction or damage, make provision for reconstruction, the Board of Directors of the Association shall record, with the county recorder, a notice setting forth such facts, and upon a recording of such notice;

1. The property shall be deemed to be owned in common by the Owners; and
2. The undivided interest in the property owned in common which shall pertain to each Owner shall be the percentage of undivided interest previously owned by such Owner as defined by Exhibit B; and
3. Any liens affecting a Unit shall be deemed to be transferred in accordance with the existing priorities to be undivided interest of that Unit; and
4. The property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner. After first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Owner. Notwithstanding all other provisions hereof, the Owners may, by an affirmative vote of at least three-fourths (3/4) of the voting power, at a meeting of Unit Owners duly called for such purpose, elect to sell or

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otherwise dispose of the property, Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

I. In a voluntary conveyance of a Unit, the grantee of the unit shall be jointly and severally liable with the grantor of the Unit for all unpaid assessments by the Association against the latter for his share of the assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee there for. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the conveyor in excess of the amount therein set forth.

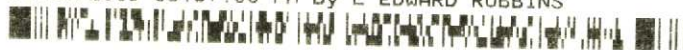
J. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the Bylaws, shall be deemed to be binding on all Owners of Units, their successors and assigns.

K. The Board of Directors of the Association shall obtain and continue in effect insurance which shall be governed by the following provisions:

1. Unless not reasonably available, in which case the Association shall provide notice of insurance unavailability to Unit owners, the Association shall maintain property insurance on the physical structures in the Condominium Project, including Common Areas and Facilities, and Private Spaces, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The Association shall also maintain liability insurance, including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas and Facilities. The Association may maintain insurance against such other risks as the Board of Directors, in its judgment, determines to be reasonable, appropriate, and cost effective.
2. Property insurance shall include coverage for any fixture, improvement, or betterment installed by a Unit Owner to a Private Space or to a Limited Common Area, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a Private Space or to any part of a Limited Common Area.
3. The total amount of coverage provided by blanket property insurance may not be less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies.
4. Each Unit Owner may obtain insurance at his/her/its own expense, provided, however, that no Owner shall be entitled to maintain or exercise insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Condominium Project at any particular time.
5. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of a Unit Owner, the Association's policy provides primary insurance coverage and the Unit Owner's policy applies to that portion of the loss attributable to the policy deductible under the Association's policy. A Unit Owner who owns a Unit that has suffered damage as part of a covered loss is responsible for an amount calculated by applying the Unit damage percentage for the Unit to the amount of the deductible under the Association's property insurance policy. The Association shall have no obligation to present to any of its insurers any claim for damage or repairs, or reimbursement for payment of the same, reasonably estimated to be within the deductible of any applicable Association policy. No Owner may use the Association's election to demand direct reimbursement of such a claim from an Owner, without first presenting

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the claim to an Association insurer, as a basis for objecting to a claim from the Association that the Owner reimburse repairs paid by the Association.

7. If a Unit Owner does not pay that Unit's share of a covered repair within thirty (30) days after substantial completion of the repairs to the Unit, the Association may levy an assessment against the Unit and collect the same pursuant to Section F hereof.
8. The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible, or \$10,000.00, whichever is less.
9. Each Unit Owner shall notify the Association of all improvements or betterments made by the Owner to his/her/its Private Space, the value of which is in excess of Ten Thousand Dollars (\$10,000.00).
10. Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium Project other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.
11. Exclusive authority to adjust losses under Association insurance policies hereafter in force on or relating to the Condominium Project shall be vested in the Board of Directors of the Association, which authority may be exercised through a Managing Agent.
12. The Board of Directors of the Association shall conduct an annual insurance review for the Association's insurance coverage. This review shall include consideration of recent improvements made to the Condominium Project for the purpose of complying with the terms of Subsection K(3) above.
13. Insurance premiums for any Association policy maintained pursuant hereto shall be a common expense to be paid by monthly assessments levied by the Association.

L. By amendment to the original Enabling Declaration for Chalet Village, Resort Condominiums, Phase I, which amendment was duly recorded on or about December 31, 1984, as Entry No. 257109, Book, 326, Pages 432-455, Official Records of the Iron County Recorder, all Unit owners are members of the Chalet Village Recreation Association ("Recreation Association"). Said Recreation Association has been dissolved but continues as the record Owner of a Unit, with its associated four percent (4%) interest in the common area and facilities, in Building J of the original Chalet Village, Resort Condominiums, Phase II, Condominium Project. As of the date of this Declaration, the future of the Recreation Association and its record ownership are not settled. By this Declaration, the Unit Owners authorize and empower the Board of Directors of the Association to settle all issues relating to the Recreation Association and its record ownership in the manner determined by the Board of Directors to be in the best interests of the Association without further amendment to this Declaration. In connection with any settlement of Recreation Association or its record ownership issues, the Unit owners authorize the Board of Directors to represent that any action undertaken by the Board of Directors has the approval of the Unit Owners without submitting the action to a vote of the Unit Owners unless the Board of Directors determines to reconstitute the Recreation Association or to commit the Association to financial participation in any venture similar to a recreation association, in which case the matter shall be presented to the Unit Owners and shall be adopted only upon the vote of an absolute majority of all Unit Owners in the Association. The Unit Owners further authorize the Board of Directors of the Association to vote the voting interest assigned to the Recreation Association's interest in the Common Areas and Facilities pending settlement of Recreation Association issues and record ownership.

M. That so long as said Grantor, its successors and assigns, owns one or more of the "Units" established and described herein, said Grantor, its successors and assigns shall be subject to the provisions of this Declaration and of Exhibits "A", "B", and "C" attached hereto; and said Grantor, its successors and assigns, covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the Property or other right assigned to the Association, the members of such Association and their successors in interest, as their interests may appear, by reason of the establishment of the Condominium Project.

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N. The term "Declaration" as used herein shall include this document and the Exhibits A, B I, B II and C.

O. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof .

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

Q. The respective Private Spaces shall be used for residential and recreational purposes. Residential purposes may include lease or rental for any period. Other than the foregoing obligations, the Owners of the Units shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and is further subject to the Bylaws of the Association. This Declaration shall take effect upon recording with the Iron County Recorder's office, Parowan, Utah and shall be governed by the laws of the State of Utah.

IT IS HEREBY CERTIFIED THAT the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Chalet Village, Resort Condominiums, Phase I, was adopted by the affirmative vote of Sixty-Nine and 86/100 Percent (69.86%) of the total vote of all Unit owners within Chalet Village, Resort Condominiums, Phase I.

The Ridges at Chalet Village Homeowner Association

By: Conrad J. Bauer

President

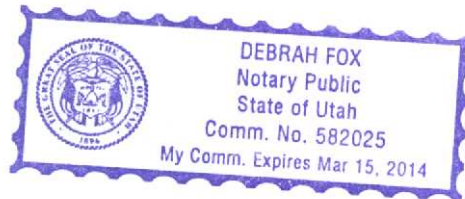
By: Paulette Allen

Secretary

STATE OF Ut)

) ss.

Debra Fox



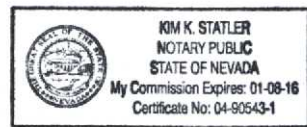
COUNTY OF Kane)

The foregoing document was acknowledged before me this 17 day of Jan, 2013 by Conrad Lynn Bauer, as President of The Ridges at Chalet Village Homeowner Association.

STATE OF Nevada)

) ss.

Clark



COUNTY OF Clark)

The foregoing document was acknowledged before me this 24 day of January, 2013 by Paulette Allen, as Secretary of The Ridges at Chalet Village Homeowner Association.

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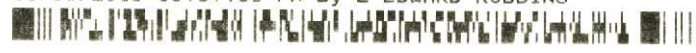


Exhibit A

to Amended and Restated
Declaration of Covenants, Conditions and Restrictions for
Chalet Village Resort Condominiums, Phase I

1. SITE:

BEGINNING AT A POINT 1518.69 FT. NORTH AND 848.91 FT. EAST OF
THE SW CORNER, SECTION 2, T 36S, R9W, SLM; THENCE
N 33°15'14"E 314.00 FT., S 56°44'46"E 83.00 FT., S 33°15'14"W
314.00 FT., N 56°44'46"W 83.00 FT. TO POINT OF BEGINNING

2. DRIVEWAY EASEMENT

AN EASEMENT 24.00 FT. WIDE BEING 12.00 FT. ON EACH SIDE
OF THE FOLLOWING DESCRIBED CENTERLINE;
BEGINNING AT A POINT 1119.41 FT. NORTH AND 1056.29 FT. EAST
OF THE SW COR, SEC 2, T 36S, R9W, SLM, SAID POINT BEING
ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY U-143; THENCE
N 08°47'30"E 260.00 FT; THENCE AROUND THE ARC OF A CURVE
TO THE RIGHT HAVING A RADIUS OF 631.87 FT A DISTANCE OF
79.89 FT, N 16°02'10"E 30.55 FT, THENCE AROUND THE ARC OF A
CURVE TO THE RIGHT HAVING A RADIUS OF 82.08 FT A DISTANCE
OF 25.79 FT TO A POINT OF REVERSE CURVATURE, THENCE
AROUND THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF
36.68 FT A DISTANCE OF 19.21 FT, N 04°01'39"E 110.26 FT, THENCE
AROUND THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF
100.70 FT A DISTANCE OF 49.01 FT, N 23°51'23"W 19.53 FT,
THENCE AROUND THE ARC OF A CURVE TO THE LEFT HAVING A
RADIUS OF 40.53 FT A DISTANCE OF 37.16 FT, N 76°22'48"W
17.89 FT TO THE POINT OF ENDING.

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Chalet Village, Resort Condominiums, Phase I

Iron County Parcel ID Numbers:

A-1150-0003-0002-011
A-1150-0003-0002-012
A-1150-0003-0002-013
A-1150-0003-0002-014
A-1150-0003-0002-015
A-1150-0003-0002-016
A-1150-0003-0002-017
A-1150-0003-0002-018
A-1150-0003-0002-019
A-1150-0003-0002-110
A-1150-0003-0002-111
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A-1150-0003-0002-115
A-1150-0003-0002-116
A-1150-0003-0002-117
A-1150-0003-0002-118
A-1150-0003-0002-119
A-1150-0003-0002-120
A-1150-0003-0002-121
A-1150-0003-0002-122
A-1150-0003-0002-123
A-1150-0003-0002-124

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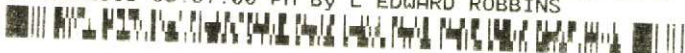


EXHIBIT B I

**to Amended and Restated
Declaration of Covenants, Conditions and Restrictions for
Chalet Village Resort Condominiums, Phase I**

The pro-rata percentage ownership of each Unit in Chalet Village Resort Condominiums, Phase I in the Common Area and Facilities of Chalet Village Resort Condominiums, Phase I is as follows:

UNIT NO.	UNIT TYPE	OWNERSHIP PERCENTAGE
A1	Maxi & Loft	5.21
A2	Maxi	3.70
A3	Mini & Loft	4.55
A4	Mini	3.20
B1	Maxi & Loft	5.21
B2	Maxi	3.70
B3	Mini & Loft	4.55
B4	Mini	3.20
C1	Maxi & Loft	5.22
C2	Maxi	3.70
C3	Mini & Loft	4.55
C4	Mini	3.20
D1	Maxi & Loft	5.22
D2	Maxi	3.70

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D3	Mini & Loft	4.55
D4	Mini	3.20
E1	Maxi & Loft	5.22
E2	Maxi	3.70
E3	Mini & Loft	4.55
E4	Mini	3.20
F1	Maxi & Loft	5.22
F2	Maxi	3.70
F3	Mini & Loft	4.55
F4	Mini	3.20
TOTAL		100.00 %

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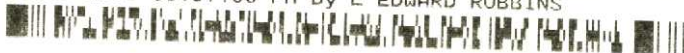


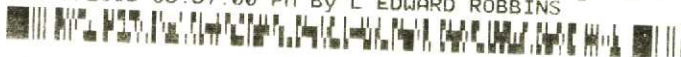
EXHIBIT B II

The pro-rata voting percentage in The Ridges at Chalet Village Homeowner Association for all of the Units in Chalet Village Resort Condominiums, Phases I and II, shall be as follows:

Chalet Village Resort Condominiums, Phase I

UNIT NO.	UNIT TYPE	VOTING PERCENTAGE
A1	Maxi & Loft	3.126
A2	Maxi	2.22
A3	Mini & Loft	2.73
A4	Mini	1.92
B1	Maxi & Loft	3.126
B2	Maxi	2.22
B3	Mini & Loft	2.73
B4	Mini	1.92
C1	Maxi & Loft	3.132
C2	Maxi	2.22
C3	Mini & Loft	2.73
C4	Mini	1.92
D1	Maxi & Loft	3.132
D2	Maxi	2.22
D3	Mini & Loft	2.73
D4	Mini	1.92
E1	Maxi & Loft	3.132
E2	Maxi	2.22

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E3	Mini & Loft	2.73
E4	Mini	1.92
F1	Maxi & Loft	3.132
F2	Maxi	2.22
F3	Mini & Loft	2.73
F4	Mini	1.92

Chalet Village Resort Condominiums, Phase II

PRIVATE SPACE
DESIGNATION

VOTING PERCENTAGE

G1		1.78
G1 Garage & Storage		.40
G2		1.48
G2 Garage & Storage		.40
G3		2.58
G3 Garage & Storage		.40
G4		2.06
G4 Garage & Storage		.40
H1		2.30
H2		2.30
H3		3.14
H4		2.06
H4 Garage & Storage		.40
H5		1.78
H5 Garage & Storage		.40
H6		1.86

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H7	2.58
H7 Garage & Storage	.40
H8	2.48
HX Garage & Storage	.40
J1	2.30
J2	1.44
J3	3.14
J3 Basement	1.60
J4	1.92
TOTAL	100.00 %

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EXHIBIT C

BYLAWS

OF

The Ridges at Chalet Village Homeowner Association

(hereafter the "Association")

ARTICLE I

PLAN OF OWNERSHIP

Section 1. By-Laws Applicability. The provisions of these Bylaws are applicable to the following Condominium Projects: Chalet Village, Resort Condominiums, Phase I, Enabling Declaration originally recorded February 13, 1973, as Entry No. 166781, at Book 190, Pages 471-490, Official Records of the Iron County Recorder; and Chalet Village, Resort Condominiums, Phase II, Enabling Declaration originally recorded January 29, 1976, as Entry No. 182763, at Book 214, Pages 427-450, Official Records of the Iron County Recorder. (The term "Condominium Project" as used herein, shall include both condominium projects described above and their associated land. Other defined terms in these Bylaws shall have the same meaning as those provided in the Amended and Restated Declarations for the above condominium projects.)

Section 2. Personal Application. All present or future Owners and their tenants, guests, invitees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws. Since by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for each of the above Condominium Projects (both referred to hereafter as the "Declaration"), each Unit Owner is automatically a member of the Association, the term "Member" as used herein means the Owner of any Unit in either of the above condominium projects.

The mere acquisition or rental of any of the Private Spaces of the Condominium Project or the mere act of occupancy of any of said Private Spaces will signify that these Bylaws and the provisions thereof are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, MAIL-IN BALLOTS

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which a Member is entitled is the percentage assigned to each Private Space as set forth in Exhibit "B II." Where there is more than one record Owner, any or all such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they, as a Member, are entitled.

Section 2. Majority of Owners. As used in these By-Laws the term "Majority of Owners" shall mean those Members holding 51% of the voting rights present at a Member meeting, in person or by mail-in ballot when provided, in accordance with the percentages assigned in Exhibit B II.

Section 3. Quorum. The Members present at any meeting, in person or by mail-in ballot when provided, shall constitute a quorum.

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Section 4. Mail-in Ballots. At its election, the Board of Directors of the Association may provide mail-in ballots prior to Member meetings as allowed by Utah law.

Section 5. Suspension of Voting Privileges. The voting privileges of any Member more than thirty (30) days in arrears in payment of any regular fee or assessment may be suspended for the period of time during which the Members' regular obligations remain in arrears. The Association shall give any ten (10) days advance written notice of the meeting at which suspension of the Member's voting privileges will be considered and will hear the Member if the Member elects to attend that meeting.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The Members will constitute the Association identified and named above who will have the responsibility of administering the Association for the Condominium Project, , approving the annual budget, monitoring monthly cash flows, making changes to the reserve account, formulating changes to the 10-year financial plan, establishing and collecting monthly assessments, arranging for the management of the Condominium Project pursuant to an agreement with a Management or Maintenance Agent, and otherwise administering the Association. The Members delegate general oversight and management of the Association to a Board of Directors on the terms set forth in the Declaration and these Bylaws. Whenever required by law, the Declaration, or these Bylaws, actions, decisions and resolutions of the Board of Directors of the Association shall require approval by a Majority of Owners.

Section 2. Place of Meetings. Meetings of the Members of the Association shall be held at the principal office of the Condominium Project or such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the weekend which is in conjunction with the 4th of July holiday each year. At such meetings there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Article IV of these Bylaws. At the annual meeting, the Board of Directors shall present a financial report of the common expenses, itemizing receipt and disbursements for the preceding year, and an estimated budget to include reserve account status, 10 year financial plan, and assessments for the coming year. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by Members having not less than one-third (1/3) of the total vote and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to give notice of each annual or special meeting, stating the purpose of each special meeting, as well as the time and place where it is to be held to each Member of record, at least ten (10) but not more than sixty (60) days prior to such meeting. Notice shall be given via first class mail or electronic mail. Service of notice by mail shall be deemed complete upon mailing.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

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- a) Roll call.
- b) Proof of notice of meeting or waiver of notice.
- c) Vote on approval of prior meeting minutes.
- d) Reports of officers.
- e) Reports of committees.
- f) Financial report to include current and forecast monthly cash flows, status of withholds for short term projects, aging report, assessments in progress, reserve account status, update of long term financial plan, and amount and timing of future assessments.
- g) Election of directors.
- h) Unfinished business.
- i) New business.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons, all of whom must be Owners of Units in the project, provided that all current directors of both Chalet Village, Resort Condominiums, Phase I Homeowners Association and Chalet Village, Resort Condominiums, Phase II Homeowners Associations shall continue to serve, at their election, until their current terms expire. No additional or alternate directors shall be elected or appointed.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Owners. On any matter coming before the Board of Directors, the voting privileges of any Director more than thirty (30) days in arrears in payment of any regular fee or assessment shall be suspended for the period of time during which the Director's obligations remain in arrears.

Section 3. Other Duties. The Board of Directors, for the benefit of the Members, shall enforce the provisions hereof and shall acquire and shall pay for out of the assessments fund hereinafter provided for, the following:

- a) Sewer, garbage collection, electrical, water, gas, and other necessary utility service for the Common Area (excluding utilities billed to individual Unit Owners), snow removal, and all other costs deemed appropriate as common expenses.
- b) Unless not reasonably available, a policy or policies of fire insurance as the same are more fully set forth in paragraph K of the Declaration, with extended coverage endorsement for one hundred percent (100%) of replacement value of the Units and Common Area Facilities, payable as provided In paragraph H of the Declaration, or such other fire and casualty insurance as the Board of Directors shall determine gives substantially equal or greater protection to the Owners, and their mortgagees, as their respective interests may appear. The policy shall contain an escalation clause of insured value to compensate for increasing construction costs.
- c) Unless not reasonably available, a policy or policies as the same are more fully set forth in paragraph K of Declaration insuring the Board of Directors, the Owners, Managing Agent, and Maintenance Agent against any liability to the public or to the Owners of Units and of the Common Area.
- d) Workman's compensation insurance to the extent necessary to comply with any applicable laws;

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- e) Legal and accounting services necessary or proper in the operation of the Common Area for the enforcement of the Declaration;
- f) Without altering the ownership and assignment of responsibility provisions of Section (E) of the Declaration which continue to control, maintenance and repair of all Common Area utilities including:
 - 1) Electrical service, whether above or underground
 - 2) All on-site water pipes and sewer system serving the Project and all plumbing serving the Condominium Structures.
 - 3) Sewer system maintenance and repair.
- g) Without altering the ownership and assignment of responsibility provisions of Section (E) of the Declaration which continue to control, painting, maintenance, repair and all landscaping of the Common Area, and such furnishings and equipment for the Common Area as the Board of Directors shall determine are necessary and proper. The Board of Directors shall have the exclusive right and duty to acquire the same for the Common Area, however, the interior surfaces of each Private Space shall be painted, maintained and repaired by the Owners thereof at the sole cost and expense of the particular Owner;
- h) Any other materials, supplies, labor, service, maintenance, repairs, structural alterations, insurance, snow removal, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of the Declaration or Bylaws or which in its opinion is necessary or proper for the operation of the Common Area or for the enforcement of this Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for a particular Private Space the cost thereof shall be specially assessed to the Owners of such Private Spaces;
- i) Maintenance and repair of any Private Space, if such maintenance or repair is reasonably necessary in the judgment of the Board of Directors to protect the Common Area or to preserve the appearance and value of the Condominium Project, if an urgent matter or if the Owner or Owners of said Private Space have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of Directors to said Owner or Owners, provided that the Board of Directors shall levy a special assessment against the Unit of such Owner or Owners for the cost of said maintenance or repair;
- j) The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the assessment fund.
 - 1) The Board of Directors shall not be liable for any failure of water supply or other service to be obtained and paid for by the Board of Directors here under, or for injury or damage to person or property caused by the elements or by another Owner, or that Owner's tenant, guest, or invitee, or other person in the project, or resulting from electricity, water, rain, dust, or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by gross negligence of the Board of Directors. No diminution or abatement of assessments shall be claimed or allowed for inconvenience or discomfort arising from the taking of repairs or improvements to any Unit or to the Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority. Each member of the Board of Directors shall be indemnified by the Owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Directors, including any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in those cases where the member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement the indemnification shall

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apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Board. No Director shall also act as a rental manager or other paid or unpaid agent of another Unit Owner or Owners.

Section 4. Managing Agent. The Board of Directors may employ for the Association a Managing Agent, Person or Firm at a compensation and with such duties as are established by the Board, provided that no Managing Agent shall receive or handle, in any way, assessments or dues monies, nor shall any Managing Agent have access to any Association bank account. The Managing Agent, if performing maintenance duties, may have one Association credit card with a credit limit set by the Board of Directors, the use of which shall be accounted for monthly. Managing Agent duties may include the following:

- a) Recommend, plan, and execute the general maintenance of Common Areas as instructed by the Board.
- b) Provide notice to Owners as instructed by the Board, e.g., dues/assessments in arrears, and changes required within the Private Spaces as required by these Bylaws or by the Declaration.
- c) Receive and report to the Board Member concerns or complaints within Common Areas and Private Spaces.
- d) Any other duties or services that are mutually agreed between the Managing Agent and the Board of Directors.

Section 5 Maintenance Agent. In lieu of, or in addition to the Managing Agent, the Board of Directors may employ for the Association a Maintenance Agent, Person or Firm at a compensation and with such duties as are established by the Board. Upon being so designated, the primary duties of the Maintenance Agent shall be to prevent water intrusion and frozen piping, and to secure the overall safety and security of the complex to avoid insurance claims. Unless approved by the Board of Directors, no Maintenance Agent shall contract with or work for any individual Unit Owner. Any approval given shall be conditioned upon the Owner's paying the entire cost of the work. The Maintenance Agent will not make improvements or changes in individual Units, except as instructed by the Board of Directors. The Maintenance Agent shall not receive or handle assessment or dues monies, nor shall the Maintenance Agent have access to Association bank accounts. The Maintenance Agent may have one Association credit card with a credit limit set by the Board of Directors, the use of which shall be accounted for monthly.

Section 6 Financial Accounting. The Board of Directors will contract with a reputable Utah based Certified Public Accountant (CPA) to manage the day-to-day accounting of the Association. The CPA will prepare monthly and annual statements; provide reserve account updates and other pertinent financial information to comply with State and Federal Law. The Board will instruct the CPA to pay vendors and debts undertaken by the Association, and the Board will supervise the billing and collection of assessment monies and fees from the Owners. The Board will designate no more than two (2) Board members in addition to the Treasurer, to authorize payments by the CPA. All contractor invoices and bills will be mailed or emailed to the Treasurer, CPA, or to one of the two additional Board members as designated.

The Board will maintain the following financial management accounts and statements.

- a) Monthly cash flow forecast at least 6 months into the future.
- b) 10-year financial plan detailing projects and major outlays with at least a 3 year lifespan.
- c) Operating Withhold account to pay for short term projects, funded by monthly dues assessments.
- d) Conduct a Reserve Analysis at least once every two years in order to accumulate money to cover the cost of repairing, replacing, and restoring common areas identified in (b) above, but excluding any cost that can reasonably be funded from the general budget or other funds of the association of Unit Owners.
- e) Reserve Account to cover unforeseen capital expenses and to pay for outlays and projects as identified in (b) above. A separate reserve account will be designated by the Board, maintained by the CPA, to pay for capital improvements, plant, equipment and major outlays with at least a three (3) year lifespan. This

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account will be funded to no less than \$10,000 dollars. The Board will plan and maintain adequate reserves to fund the 10-year financial plan. Drawing on the reserve account to fund deficits in monthly cash flow or to fund short term projects will require an Owner vote.

- f) Special Assessments. Project or Special Assessments will be deposited in the Reserve Account to fund long-term projects. Monthly Association assessments (commonly known as Association dues) will not be used to fund capital Improvements, i.e., plant, equipment, and major outlays with at least a three (3) year lifespan. Excess cash flows from monthly dues assessments can be deposited into the Reserve Account at Board discretion.
- g) All non-scheduled, non-routine CPA disbursements of \$750 or more require a majority Board vote, with the vote taken via personal contact, telephone, or email without notice as detailed in Sections 9 and 10 of this Article. This policy will only be used for project cost overruns, contingencies, and emergencies usually resulting from water intrusion or water intrusion prevention. The policy will be used sparingly and will not circumvent established financial planning and procedure for notice of meetings. All transactions of a routine nature will be planned and discussed at scheduled meetings.

Section 7. Election and Term of Office. Except as necessary to create the original rotation, Directors shall serve for a period of two years. Those Directors from Chalet Village, Resort Condominiums, Phase I and Phase II, with unexpired terms shall continue to serve, at their election, until their respective terms expire. As soon as practicable and upon expiration of the terms of existing Directors, elections shall be held and terms of office shall be settled in which the terms of office of the Directors expire three in one year and four in the next year. Terms of office shall then be set at two years without exception so that this rotation continues. Each Director shall hold office until his successor has been duly elected and qualified.

Section 8. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 9. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the Members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 10. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice to the newly elected Directors shall be necessary to legally constitute such meeting, providing a majority of the directors are present.

Section 11. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone, or email, at least ten (10) days prior to the day named for such meeting. Board members may attend and vote telephonically. Owners may attend all Board meetings.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) days' notice to each Director, given personally, by mail, telephone or email, which notice shall state the time, place (as

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hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least four Directors.

Section 13. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof.

Section 14. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers have adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 16. Removal of Directors for Non-Participation. Any Director who misses two consecutive meetings may, on failure to attend the next consecutive meeting, be removed from office by the affirmative vote of a majority of the board members present at that meeting on grounds of non-performance without any notice other than these Bylaws. As soon as practicable that board member's successor shall be appointed by majority vote of the remaining board members for the remaining term of the board member who was removed from office.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. 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 the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis, The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

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other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Members at convenient hours.

Section 2. Maintenance and Repair. Without modifying or otherwise limiting the Owners' responsibilities as set forth in the Declaration, the following maintenance and repair obligations are specifically noted in these Bylaws.

- a) Every Owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the Condominium Project in its entirety or in any part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender;
- b) Except to the extent that the insurance provisions of the Declaration may dictate otherwise, all the repairs of internal installations of the Private Space shall be at the Owner's expense;
- c) An Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any part of the Common Area and Facility for which the Owner is responsible pursuant to the Declaration. See Declaration Section (E).
- d) Due to the age of the complex, to avoid water intrusion and insurance claims, the Association may require Owners correct or replace Substandard plumbing works, i.e., fixtures, toilets, garbage disposals, shutoff valves, and drain and supply piping pursuant to Section (E) of the Declaration. Replacement plumbing work, fixtures, and piping will comply with good construction practices and current plumbing code. Notice and procedures relating thereto shall be as specified in the Declaration.
- e) Due to the age of the complex, to avoid injury claims and fire damage, the Association may require Owners correct or replace Substandard exposed electrical work, fixtures, heaters, thermostats, and fireplaces as listed in Section E of the Declaration. Repairs and replacement electrical work and fixtures will comply with good construction practices and current electrical code. Notice and procedures relating thereto shall be as specified in the Declaration.
- f) "Substandard" as used in this Section shall be limited to mean, with respect to plumbing: works which are leaking or for which failure is imminent, or which are out of compliance with applicable building codes; and with respect to electrical: works which are dangerous or for which failure is imminent, or which are out of compliance with the applicable building codes, and shall not be construed to grant to the Association any right to control an Owner's personal preference as to decoration or design.

Section 3. Use of Units- Internal Changes.

- a) All Units shall be utilized for residential or recreational purposes.
- b) An Owner shall not make Structural Modifications of his Private Space without previously obtaining written concurrence in the proposed modification from the Board of Directors. "Structural Modifications" shall be deemed to be those which require replacement or removal of items beyond those identified in the Declaration as being owned by and within the responsibility of the Owner.

Section 4. Use of Common Areas and Facilities. An Owner shall not place or cause to be placed in the lobbies, vestibules, and stairways any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

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Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall be responsible for Association funds and securities and shall be responsible for supervision of the CPA in keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies 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 Board of Directors. In addition to the Treasurer, two Directors may be designated to authorize payments by the CPA.

Section 8. Dual Office. One person may hold a dual office (e.g. Secretary -Treasurer) provided however that the President and Vice President offices must be held by two separate persons.

ARTICLE VI

OBLIGATIONS OF THE MEMBERS

Section 1. Assessments. All Members are obligated to pay monthly assessments imposed by the Association to meet all Condominium Project communal expenses. Owners that are more than 60 days in arrears of payment of any assessment, fee, or lien may, on such notice and procedure as is required in Paragraph Six (6) of the Declaration, be subject to water shutoff and drain down of their Private Space by the Association. Likewise, Owners that are more than 60 days in arrears of payment of any regular assessment, may be barred from using the Common Area and Facilities. In all cases, the procedure required by Paragraph Six (6) of the Declaration shall apply.

a) Within thirty (30) days prior to the beginning of each fiscal year the Board of Directors shall estimate the budget for the forthcoming year, in accordance with Article IV, Section 6, to include a cash flow forecast, changes to the 10-year financial plan, Reserve Account, and operating withholds. The Board will determine if cash flows and reserves are adequate to fund the 10-year plan, operating withholds, and the day to day operation of the complex. Regular assessments shall be based on the budget so estimated. Special assessments shall be levied only for extraordinary events, repairs or major projects not foreseen at the time the estimated budget was made and shall be assessed to the Members in like proportions, unless otherwise provided as in the case of roof replacement for an individual building which may be assessed only against Owners of Units within that building. Each Member shall be obligated to pay assessments made pursuant to this paragraph to the Board of Directors in equal monthly installments or in a lump sum on or before the CPA billing cycle, or in such other reasonable manner as the Board of Directors shall designate.

b) All funds collected hereunder shall be expended for the purposes designated herein;

c. The omission by the Board of Directors before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions herein, or a release of the Member from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. No Member may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit;

d. The Board will designate the CPA to keep detailed, accurate records of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any

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Section 5. Right of Entry. The Project was built in the 1970's and experience dictates that periodic checks and maintenance must be made to avoid water intrusion, frozen piping and electrical faults. At 10,000 feet, the climate in Chalet Village is equivalent to Southern Canada. Several water intrusion events occur each year, and Owners must be aware that a water or sewer leak in individual units will affect Common Areas and other Units. Therefore,

- a) An Owner grants the right of entry to the Managing or Maintenance agent, or other person designated by the Board of Directors of the Association in case of any emergency originating in or threatening his Private Space whether the Owner is present at the time or not;
- b) An Owner shall permit other Owners, or their representatives, when so required, to enter his Private Space for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.
- c) If a water or sewer leak is occurring or has occurred in a Unit, adjoining Unit, or adjoining common area, the Unit Owners of that building grant the right of entry to the Managing or Maintenance agent or to any other person designated by the Board of Directors of the Association. Right of entry shall be immediate whether the owner is present or not. Entry in this case will be limited to the time required to shut off valves and/or to limit further damage. The Association may require the Owner to correct plumbing deficiencies detailed in Section 2 above.
- d) Frozen piping in condominium units will affect adjoining units and common areas. No more than once per week during the winter months (Oct-Apr) and no more than twice per month in the summer months (May-Sep), Unit owners grant the right of entry to the Managing or Maintenance Agent or to any other person designated by the Board of Directors of the Association for the purposes of a heating and plumbing check. If deficiencies are noted, Owners shall be given noticenoticed and given a reasonable time period to correct the issue or will be levied an assessment for the cost of repairs or electricity. This policy includes those "winterized" or "drained-down" units since water piping to other units and common areas passes within the walls of "winterized" units.
- e) Unless an emergency, the Association, its Managing or Maintenance Agent, or other designated person, shall give notice to the Owner or other occupant of the Private Space prior to entry by written notice hand delivered to the Unit at least 24 hours prior to entry. In the event of emergency, the Association, its Managing or Maintenance Agent, or other designated person, shall make a reasonable effort to provide notice to the Owner or other occupant of the Private Space prior to entry.

Section 6. Rules of Conduct.

- a) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Board of Directors;
- b) Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area;

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- c) No sign of any kind shall be displayed to the public view on or from any unit or the Common Area except a suitable sign advertising the existence of said condominium apartment for sale without the prior consent of the Board of Directors;
- d) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Area, except that dogs, cats or other household pets may be kept in units, subject to rules and regulations adopted by the Board of Directors;
- e) Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board of Directors;
- f) There shall be no violation of rules as adopted from time to time by the Board of Directors and furnished in writing to the Owners. The Board of Directors is authorized to adopt from time to time rules pertaining to the Common Area so long as they are not in violation of the Declaration;
- g) Modification of any kind to the exterior of any building, either to the structure or the appearance thereof, including but not limited to awnings, sun shades, balcony covers, balcony enclosure, fences, air conditioning, service fans, window guards, flags, or landings, may not be made without approval of the Board of Directors;
- h) No clothes or other materials can be hung from the windows or any part thereof, draped from a balcony, railing, or fence, or otherwise shown without reasonable discretion upon the part of the Owner;
- i) Tools, sporting goods, cooking equipment, bicycles and other personal articles and equipment must be kept within the Private Space or in the Owner's private storage area; excluding exceptions approved by the Board of Directors;
- j) Unit Owners may have planter boxes on their balconies for the purpose of growing flowers. However, no hanging vines or growth is permitted outside the balcony area;
- k) All signs of any kind within the Condominium Project displayed to public view in any way must be approved by the Managing or Maintenance Agent, or other person designated by the Board of Directors. In general, approval will only be given to individual Owners for signs identifying their units. The size, type and colors must be approved by the management and mounted in accordance with management specifications;
- l) No television or radio antennae are to be attached to the building exteriors or erected within Common Areas. DISH, Direct TV or equivalent size satellite dishes are allowed if fixed to the unit's individual deck area. Exceptions to this rule can be granted by the Board of Directors. Owners will apply for exceptions in writing;
- m) There shall be no use of Common green Areas except for uses which do not injure or scar the Common Area or the vegetation thereon; increase the maintenance thereof; or cause unreasonable embarrassment, disturbance, or annoyance to Owners in their enjoyment of the Common green Area;
- n) There shall be no fires for any purpose whatever on any part of the Common Area. There shall be no large outdoor barbeques used without express consent of the Board of Directors;
- o) Common green Areas may be used for such temporary outdoor activities as dining, skating, art show, exhibits, etc., but shall require prior approval from the Board of Directors and such use must be such as will not permanently alter or materially injure the landscape or appearance of the Common green Area;

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- p) Owners shall be held responsible for the actions of their children, their pets, their guests, and their guest's pets;
- q) Each Unit is entitled to one reserved parking space;
- r) All boats, trailers and campers are to be parked only in areas designated by the Board of Directors;
- s) All vehicles shall be restricted to designated roads, service areas, and parking areas;
- t) No offensive activities shall be carried on in the Private Spaces or garages, nor anything be done or placed within the Private Spaces or garages which may be a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to other Owners or the public;
- u) None of the rights and obligations of the Owners created herein, or by the Deed creating the Condominium Project shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners;
- v) Any Owner may delegate, subject to the above restrictions, his right to enjoyment to the Common Area and Facilities to the members of his family, his tenants, or to contract purchasers who reside on the property;
- w) No Private Space or garage shall be used for any business or commercial purpose without prior approval of the Board of Directors.

The failure of the Board of Directors or Manager to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of these Bylaws, or to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restrictions shall remain in full force and effect. The receipt by the Board of Directors or any agent on its behalf 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 Board of Directors or any agent of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors or Manager.

ARTICLE VII

AMENDMENTS

Section 1. Bylaws. These Bylaws may be amended by the Association. No amendment shall take effect unless approved by Owners representing at least sixty-seven percent (67%) of the total voting power as set forth in Exhibit B II of the Declaration.

ARTICLE VIII

MORTGAGES, UNPAID ASSESSMENTS, SUBLEASING

Section 1. Notice of Association. An Owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the

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name and address of his mortgagee; and the Association shall maintain such information in the book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the Owner of such unit.

Section 3. Sub Leasing. The subleasing or sub renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

These Bylaws are set forth to comply with the requirements of the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated 1953 including amendments). In the event of conflict the terms of that Act shall control.

ARTICLE X

ASSOCIATION FINANCIAL REPORTS

Section 1. Accounting Records. The Treasurer will ensure that the CPA maintains a current set of accounting books and records, wherein all financial transactions of the Association are entered. These records shall be of sufficient detail to identify the source of all incomes and expenses, and maintained in such a manner that an annual balance sheet and operations statement can be derived there from.

Section 2. Location of Records. The accounting records as required by Article X Section 1 shall be kept at the offices of the CPA selected by the Association. The CPA shall have the ability to email records.

Section 3. Rights of Inspection. The books and records of the Association, as required by this article, shall be available for review by any Owner or mortgagee of a Unit comprising the project. Review of these books and records shall be permitted during the business hours of any business day provided the person actually compiling these records and the Association Treasurer have been given at least forty eight (48) hours advance notice.

Section 4. Notice of Defaults. In the event that an Owner fails to meet his financial obligations to the Association and allows this default to continue for thirty (30) days or more notice of the default, the amount of the default and the source of the default shall be provided to:

- a) The Board of Directors,
- b) The Owner who is in default, and
- c) The Mortgagee of the effected unit.

Section 5. Annual Financial Report. An annual financial report shall be prepared by the CPA. These reports shall be furnished to any owner or mortgagee of a unit who requests a copy of said reports. These reports shall also become a part of the records and books of the Association.

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ACKNOWLEDGMENT FORM

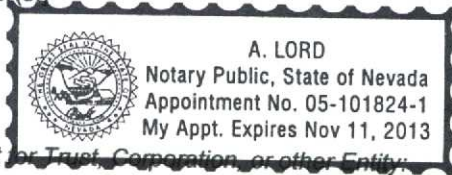
Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

John H. Esperian
Signature
Brigitte H. Esperian
Signature
Owner of Unit(s): A1

State of NEVADA)
County of CLARK) ss.

Acknowledged before me this 25th day of May, 2012 by
JOHN H. ESPERIAN, BRIGITTE H. ESPERIAN
[name(s) of owner(s)]



[Signature]
Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

as
Signature Trustee, President, other

as
Signature Trustee, President, other

Owner of Unit(s):

State of)
County of) ss.

Acknowledged before me this _____ day of _____, 2012

as
[name(s) of signer(s)] [official capacity such as trustee, president, etc.]
of
[name of corporation, trust, or other entity]

Notary Public

00639223



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Signature _____

Signature _____

Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012 by

[name(s) of owner(s)]

Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

THE HILL-ALLEN FAMILY TRUST
Name of Trust, Corporation or Entity

[Signature] as TRUSTEE
Signature Trustee, President, other

[Signature] as Trustee
Signature Trustee, President, other

Owner of Unit(s): A-2

State of Nevada)
County of Clark) ss.

Acknowledged before me this 27 day of June, 2012

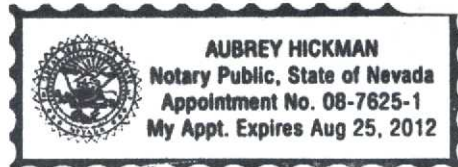
James P. Allen Erin Joyce Hill as Trustees
[name(s) of signer(s)] [official capacity such as trustee, president, etc.]

of The Hill-Allen Family Trust
[name of corporation, trust, or other entity]

[Signature]
Notary Public

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ACKNOWLEDGMENT FORM

Personal Acknowledgment:

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Signature _____

Signature _____

Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012 by

_____ [name(s) of owner(s)]

Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Craig and Diane Olsen Family Trust, dated August 29, 2006
Name of Trust, Corporation or Entity

[Signature] as TRUSTEE
Signature Trustee, President, other

Diane Olsen as TRUSTEE
Signature Trustee, President, other

Signature Trustee, President, other

Owner of Unit(s): A-3

State of Utah)
County of Washington) ss.

Acknowledged before me this 26th day of JUNE, 2012

Craig Olsen & Diane Olsen as Trustee
[name(s) of signer(s)] [official capacity such as trustee, president, etc.]

of Craig and Diane Olsen Family Trust, Dated August 29, 2006
[name of corporation, trust, or other entity]

Kassidee Seegmiller
Notary Public



00639223



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Christine Helching
Signature

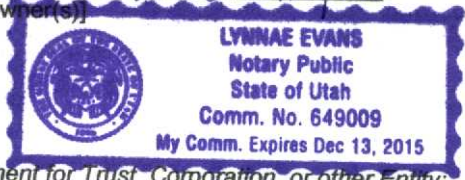
Signature

Owner of Unit(s): A4

State of UTAH)
County of IRON) ss.

Acknowledged before me this 21 day of JUNE, 2012 by

Christine Helching
[name(s) of owner(s)]



Lynnae Evans
Notary Public

Acknowledgment for Trust, Corporation, or Other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

Signature Trustee, President, other

Signature Trustee, President, other

Owner of Unit(s): _____

State of _____)
County of _____) ss.

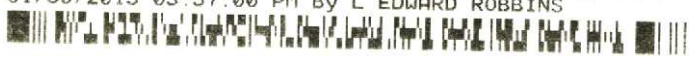
Acknowledged before me this _____ day of _____, 2012

[name(s) of signer(s)] as _____
[official capacity such as trustee, president, etc.]

of _____
[name of corporation, trust, or other entity]

Notary Public

00639223



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Justine Ries ^{only}
Signature

Signature

Owner of Unit(s): B-1

State of Nevada)

County of Clark) ss.

Acknowledged before me this 21 day of June, 2012 by

Justine Ries
[name(s) of owner(s)]



Kristin C. Burns
Notary Public

Acknowledgment for Trust, Corporation or Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

Signature Trustee, President, other

Signature Trustee, President, other

Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012

[name(s) of signer(s)] as _____
[official capacity such as trustee, president, etc.]

of _____
[name of corporation, trust, or other entity]

Notary Public

00639223



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

SLP. Buckley SHAWN P. Buckley
Signature

Signature

Owner of Unit(s): B-3

State of Nevada)
County of Clark) ss.

Acknowledged before me this 22 day of June, 2012 by

Shawn Buckley
[name(s) of owner(s)]



GISELLE CLUCAS
Notary Public, State of Nevada
Appointment No. 98-1631-1
My Appt. Expires Mar. 30, 2014

Giselle Clucas
Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

S _____ as _____
Signature Trustee, President, other

_____ as _____
Signature Trustee, President, other

Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012

[name(s) of signer(s)] as _____
[official capacity such as trustee, president, etc.]

of _____
[name of corporation, trust, or other entity]

Notary Public

00639223

B: 1258 P: 392 Fee \$128.00
Debbie B. Johnson, Iron County Recorder Page 35 of 48
01/30/2013 03:57:00 PM By L EDWARD ROBBINS



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Signature _____

Signature _____

Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012 by

[name(s) of owner(s)]

Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

HOWARD VANDERMEER TRUST
Name of Trust, Corporation or Entity

[Signature] as TRUSTEE
Signature Trustee, President, other

as _____
Signature Trustee, President, other

Owner of Unit(s): C-1

State of NV)
County of CLARK) ss.

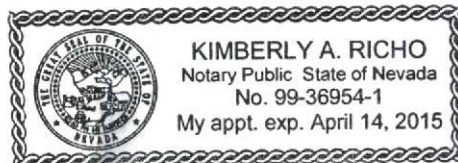
Acknowledged before me this 19th day of June, 2012

HOWARD Vandermeer as TRUSTEE
[name(s) of signer(s)] [official capacity such as trustee, president, etc.]

of Howard Vandermeer Trust
[name of corporation, trust, or other entity]

Kimberly A. Richo
Notary Public

00639223



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Michelle L. Edmonds
Signature

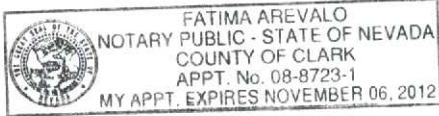
Signature

Owner of Unit(s): C-2

State of Nevada)
County of Clark) ss.

Acknowledged before me this 29th day of June, 2012 by

Michelle L. Edmonds
[name(s) of owner(s)]



Fatima Arevalo
Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

_____ as _____
Signature Trustee, President, other

_____ as _____
Signature Trustee, President, other

Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012

_____ as _____
[name(s) of signer(s)] [official capacity such as trustee, president, etc.]

of _____
[name of corporation, trust, or other entity]

Notary Public

00639223



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

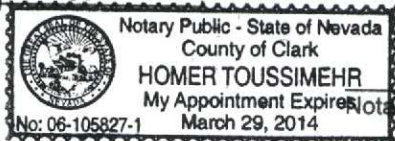
IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Signature [Handwritten Signature]
Signature N/A
Owner of Unit(s): C-3

State of NEVADA)
County of CLARK) ss.

Acknowledged before me this 31 day of MAY, 2012 by

Cynthia Mayfield
[name(s) of owner(s)]



[Handwritten Signature]

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

Signature Trustee, President, other as

Signature Trustee, President, other as

Owner of Unit(s):

State of)
County of) ss.

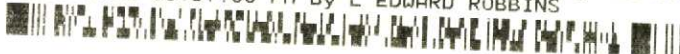
Acknowledged before me this day of , 2012

[name(s) of signer(s)] as [official capacity such as trustee, president, etc.]

of [name of corporation, trust, or other entity]

Notary Public

00639223



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.



Jennie Briggs
Signature

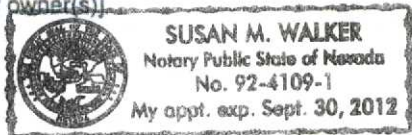
Signature

Owner of Unit(s): C4

State of NEVADA)
County of CLARK) ss.

Acknowledged before me this 28 day of JUNE, 2012 by

JENNIE BRIGGS
[name(s) of owner(s)]



[Signature]
Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

Signature Trustee, President, other

OR

Signature Trustee, President, other

Signature Trustee, President, other

Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012

[name(s) of signer(s)] as _____
[official capacity such as trustee, president, etc.]

of _____
[name of corporation, trust, or other entity]

Notary Public

00639223



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

[Handwritten Signature]

Signature

Signature

Owner of Unit(s): D-3

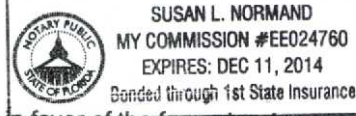
State of FLORIDA)
County of MANATEE) ss.

Acknowledged before me this 5th day of June, 2012 by

Russell Swallow & Laura Swallow
[name(s) of owner(s)]

[Handwritten Signature]

Notary Public



Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

as _____
Signature Trustee, President, other

as _____
Signature Trustee, President, other

Owner of Unit(s): _____

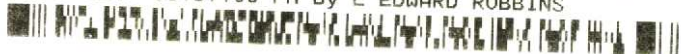
State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012

[name(s) of signer(s)] as _____
[official capacity such as trustee, president, etc.]
of _____
[name of corporation, trust, or other entity]

Notary Public

00639223



ACKNOWLEDGMENT FORM

E-1

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

James G. Fredricks
Signature

Signature

Owner of Unit(s): E-1

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012 by

[name(s) of owner(s)]

Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

_____ as _____
Signature Trustee, President, other

_____ as _____
Signature Trustee, President, other

Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012

_____ as _____
[name(s) of signer(s)] [official capacity such as trustee, president, etc.]

of _____
[name of corporation, trust, or other entity]

Notary Public

00639223



E-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego }

On June 7, 2012 before me, Amanda Lietti, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Renée J. Fredricks
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Acknowledgement Form

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



00639223



E-2

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY Of Ventura

On July 12 2012, before me, **Carlene R. Ackley**, a Notary Public.
Personally Appeared

CHARLES F KIACHER

Who Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Carlene R Ackley
Signature

WITNESS my hand and official seal.



seal

OPTIONAL

is not required by law, it may prove valuable to persons relying on the document and could help prevent fraudulent removal and reattachment of this form to another document.

DISCRIPTION OF ATTACHED DOCUMENT:

Number of Signers This Acknowledgement: ONE

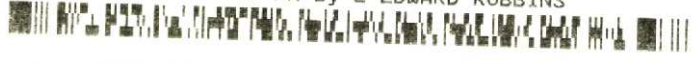
Title or Type of Document: ACKNOWLEDGMENT FOR TRUST CORP
Right Thumb print (optional)

Document Date: _____ Number of pages: _____

Signer(s) Other Than Named Above: _____

00639223

B: 1258 P: 402 Fee \$128.00
Debbie B. Johnson, Iron County Recorder Page 45 of 48
01/30/2013 03:57:00 PM By L EDWARD ROBBINS



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Sarah Howcroft
Signature

Signature

Owner of Unit(s): E-4

State of Nevada)
County of Clark) ss.

Acknowledged before me this 29th day of JUNE, 2012 by

Sarah Howcroft
[name(s) of owner(s)]

Susan Elizabeth Gersh
Notary Public



Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

Signature Trustee, President, other

Signature Trustee, President, other

Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012

[name(s) of signer(s)] as _____
[official capacity such as trustee, president, etc.]

of _____
[name of corporation, trust, or other entity]

Notary Public

00639223

B: 1258 P: 403 Fee \$128.00
Debbie B Johnson, Iron County Recorder Page 46 of 48
01/30/2013 03:57:00 PM By L EDWARD ROBBINS



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

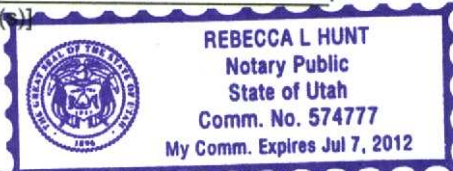
Conrad L. Bauer
Signature
Marilyn C. Bauer
Signature

Owner of Unit(s): F-2 Ph-1

State of Ut.
County of Kane ss.

Acknowledged before me this 24 day of May, 2012 by Conrad L. Bauer

[name(s) of owner(s)]



[Signature]
Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

as
Signature Trustee, President, other

as
Signature Trustee, President, other

Owner of Unit(s):

State of
County of ss.

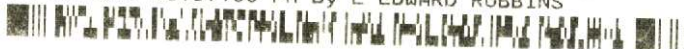
Acknowledged before me this day of, 2012

[name(s) of signer(s)] as [official capacity such as trustee, president, etc.]

of
[name of corporation, trust, or other entity]

Notary Public

00639223



ACKNOWLEDGMENT FORM

Personal Acknowledgment:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

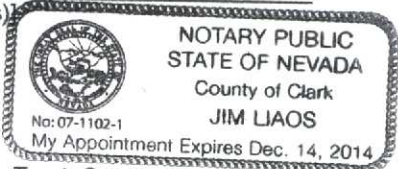
Cynthia M Ross
Signature

Signature

Owner of Unit(s): F-4

State of Nevada)
County of Clark) ss.

Acknowledged before me this 18th day of June, 2012 by
Cynthia M. Ross
[name(s) of owner(s)]



Jim Liao
Notary Public

Acknowledgment for Trust, Corporation, or other Entity:

IN WITNESS WHEREOF, the undersigned owner hereby votes in favor of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chalet Village Resort Condominiums, Phases I and II, including the attached Bylaws for The Ridges at Chalet Village Homeowner Association, and executes the same for recording in the Official Records of the Iron County Recorder, State of Utah.

Name of Trust, Corporation or Entity

as _____
Signature Trustee, President, other

as _____
Signature Trustee, President, other
Owner of Unit(s): _____

State of _____)
County of _____) ss.

Acknowledged before me this _____ day of _____, 2012

[name(s) of signer(s)] as _____
[official capacity such as trustee, president, etc.]

of _____
[name of corporation, trust, or other entity]

Notary Public

00639223

