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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
COPPER HILLS CONDOMINIUMS**

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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
COPPER HILLS CONDOMINIUMS**

This Declaration of Covenants, Conditions and Restrictions of Copper Hills Condominiums (this "Declaration") is executed this 4th day of September, 2003, by COPPER HILLS DEVELOPMENT, L.C., a Utah limited liability company ("Declarant").

RECITALS:

- A. Capitalized terms in this Declaration are defined in Article I.
- B. The Declarant holds legal title to a certain tract of real property located in Salt Lake County, Utah, referred to herein as the "Property," and more particularly described in Article II of this Declaration.
- C. Declarant intends to develop the Property into a residential condominium project to be known as Copper Hills Condominiums. It is intended that the various Units described in this Declaration, will be conveyed to Owners in fee simple. The Project shall be subject to the Condominium Act, as hereinafter defined.

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Declarant, assigns and all owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators', devisees and assigns, all as set forth herein.

**ARTICLE I
DEFINITIONS**

When used in this Declaration (including in that portion hereof titled "Recitals") the following terms shall have the meaning indicated:

- 1.1 "Additional Land" has the meaning given in Section 14.1.
- 1.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association which have been filed with the Utah State Department of Commerce, Division of Corporations and Commercial Code, or which shall be filed at or about the time that this Declaration is filed for record.

1.3 “Association” means Copper Hills Owners Association, Inc., a Utah nonprofit corporation.

1.4 “Board of Trustees” or “Board” mean the governing board of the Association which shall be appointed or elected in accordance with the Declaration, the Articles of Incorporation, and Bylaws of the Association.

1.5 “Bylaws” mean the Bylaws of the Association, as the same may be amended and supplemented from time to time. The initial Bylaws are attached hereto as Exhibit D.

1.6 “Common Areas” mean that part of the Project which is not included within the Units, including without limitation all roadways within the Project and all improvements other than utility lines now or hereafter constructed or located thereon.

1.7 “Common Expense Fund” means the fund created or to be created pursuant to the provisions of Article V of this Declaration and into which all monies of the Association shall be deposited. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital expenses which together shall constitute the Common Expense Fund.

1.8 “Common Expenses” mean those costs and expenses arising out of or connected with the maintenance and operation of the Project and Association as described in Article V hereof and which determine the assessments made to Owners.

1.9 “Condominium” means a structure or portion of a structure which is designed and intended for use and occupancy as a single-family residence, together with all improvements located on the Unit concerned which are used in conjunction with such residence.

1.10 “Condominium Act” means the Utah Condominium Ownership Act, UTAH CODE ANN. §57-8-1 *et seq.*, and all amendments thereto.

1.11 “Condominium Building” means a structure containing Units constituting a portion of the Project.

1.12 “Condominium Building Exteriors” mean those portions of the Condominium Buildings which are open to the elements, such as roofs, exterior walls, exterior doors, footings, foundations, basement walls, and window wells.

1.13 “Declarant” means COPPER HILLS DEVELOPMENT, L.C., a Utah limited liability company, and/or any successor thereof which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Property (or a portion thereof) as did its predecessor.

1.14 “Declaration” means and refer to this Declaration of Covenants, Conditions and Restrictions of Copper Hills Condominiums, as the same may hereafter be modified, amended, and supplemented.

1.15 “Eligible Mortgagee” means a First Mortgagee which has requested notice of certain matters from the Association in accordance with Section 11.1 of this Declaration.

1.16 “FNMA” means the Federal National Mortgage Association.

1.17 “First Mortgage” means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

1.18 “First Mortgagee” means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage, which First Mortgage is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

1.19 “Limited Common Areas” mean any Common Areas designated as reserved for use by the Owner of a certain Unit or Units to the exclusion of the other Owners in the Project. Any parking areas and storage facilities that are identified on the Plat as Limited Common Areas are permanently assigned to specific Units, as an appurtenance to such Units, for the exclusive use of such Units. The Plat designates the Unit or Units to which each of the Limited Common Areas is reserved and appurtenant, if any.

1.20 “Manager” means the person, firm or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and Project.

1.21 “Member” means every person who holds membership in the Association.

1.22 “Mortgage” means any mortgage, deed of trust, or other document pledging any portion of a Unit or interest therein as security for the payment of a debt or obligation.

1.23 “Mortgagee” means a beneficiary of a Mortgage as well as a named Mortgagee.

1.24 “Option to Expand” has the meaning given in Section 14.1.

1.25 “Owner” means the person or persons, including the Declarant, owning in fee simple a Unit in the Project, as such ownership is shown by the records of the County Recorder of Salt Lake County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Unit pursuant to a judicial or nonjudicial action, including without limitation a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or to any person or persons purchasing a Unit under contract (until such contract is fully performed and legal title conveyed of record).

1.26 "Plat" means the condominium map for Copper Hills Condominiums, recorded in the office of the County Recorder of Salt Lake County, Utah, on September ____, 2003, in Book _____, at Page _____, as Entry No. _____, and all amendments thereto.

1.27 "Project" means the Property and the improvements to be constructed thereon as part of the plan of development, and the ownership of the Property created and governed by this Declaration, the Articles, and the Bylaws.

1.28 "Property" means the entire tract of real property now or hereafter covered by the Plat. A description of the real property covered by the Plat on the effective date of this Declaration is set forth in Article II of this Declaration.

1.29 "Section" means a numbered section of this Declaration.

1.30 "Supplemental Condominium Plan" has the meaning given in Section 14.1.

1.31 "Unit" means any of the separately numbered and individually described units now or hereafter shown on the Plat. Except where the context specifically otherwise requires, reference to a Unit shall include reference to the Condominium thereon.

ARTICLE II PROPERTY DESCRIPTION

The Property initially associated with the Project which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of certain real property situated in Salt Lake County, State of Utah, as more fully described in Exhibit A attached hereto and incorporated herein by this reference. The actual Units located on the foregoing property are described on the Plat and on the attached Exhibit B, and the addresses of the Units are also shown on the attached Exhibit B.

ARTICLE III THE ASSOCIATION

3.1 Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one membership for each Unit owned by him. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of such Unit shall automatically constitute a devise, encumbrance, conveyance, or other disposition of the Owner's membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and membership in the

Association may not be transferred except in connection with the transfer of a Unit. The Association shall make available to the owners, Mortgagees, and the holders, insurers, and guarantors of the First Mortgage on any Unit current copies of this Declaration, the Articles, the Bylaws, and other rules governing the Project and other books, records and financial statements of the Association. The term "available" as used in this Section 3.1 shall mean available for inspection, upon prior request, during normal business hours or under other reasonable circumstances.

3.2 Board of Trustees. Until such time as the responsibility for electing the Board of Trustees of the Association is turned over to the Owners, the Declarant shall have the exclusive right to appoint and remove all such Trustees. This exclusive right of the Declarant to appoint the Trustees shall terminate after the first to occur of the following:

- (A) Three (3) years from the date on which the first Unit in the Project is conveyed; or
- (B) One Hundred Twenty (120) days after 75% of the Units have been conveyed to Owners.

3.3 Votes. Each Member shall be entitled the number of votes which are appurtenant to his or her Unit, as set forth on Exhibit B, which is attached hereto and incorporated herein by this reference. The Assessment Percentages appurtenant to each Unit are also set forth on Exhibit B. The number of votes appurtenant to each Unit shall be permanent, and shall not change in the event an Owner modifies a Condominium to increase or decrease the size of his Unit relative to other Units. If there is more than one Owner of a particular Unit, the votes relating to such Unit shall be exercised as such Owners may determine among themselves. No Unit shall have more than the number of votes shown on Exhibit B, regardless of the number of persons having an ownership interest in the Unit. The votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the votes attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. If such an objection is made, the votes involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. The Declarant shall have full voting rights with respect to each Unit which it owns.

3.4 Maintenance of Condominium Building Exteriors. The Association shall maintain all Condominium Building Exteriors as follows: paint, repair, replacement and care of roofs, gutters, down spouts, foundations, window wells, sump pumps, fences, exterior building surfaces, exterior door and other exterior improvements, as well as all trees, shrubs, grass, walks and steps located on or around a Unit. Such exterior maintenance shall not include glass surfaces and window screens or patios included on any Unit. The Association shall have the right of entry to any Condominium to perform emergency repairs or do other work necessary for maintenance of the Condominium Building Exteriors. If the need for maintenance or repair of the Condominium Building Exteriors is caused through the willful or negligent acts of its Owner(s), or through the willful or negligent acts of the family, guests, tenants or invitees of the Owner(s) of the Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Unit is subject.

3.5 Professional Management. The Association may carry out through a management committee or a Manager those of its functions which are properly the subject of delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Any such management agreement executed on or before the termination of Declarant's control of the appointment of the Board of Trustees as described in Section 3.2 may be terminated by the Association without cause at any time after the termination of such control upon thirty (30) days' prior notice to the Manager. The above term and termination provisions shall not apply to any other types of service contracts.

3.6 Registered Agent. The registered agent of the Association shall be the person designated herein to receive service of process on behalf of the Association and/or Project in accordance with the Condominium Act. The name and address of the initial registered agent of the Association are: Steven F Lowe, 919 South 2200 East, Salt Lake City, Utah 84108.

3.7 Amplification. The provisions of this Article III may be amplified by the Articles and the Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE IV PROPERTY RIGHTS IN COMMON AREAS AND UNITS

4.1 Easement of Enjoyment. Each Member shall have an equal undivided interest, right and easement of use and enjoyment in and to the Common Areas. Each Owner (including Owners of Units constructed on the Additional Land) shall have an unrestricted right of ingress or egress to and from its Unit over and across such Common Areas, and the non-exclusive right to the use of all parking stalls within the Common Areas. Each Owner shall also have the exclusive right to use and enjoy any Limited Common Areas that may be designated for exclusive use by such Owner. Such rights and easements shall be appurtenant to, and shall pass with title to, each Unit and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family members, household guest, tenant, lessee, contract purchaser, or other person who resides in such Member's Unit.

4.2 Easements for Encroachments. In the event the construction, reconstruction, repair, shifting, settlement, or any other movement of any portion of the improvements causes any part of a Condominium built in substantial accord with the boundaries for such Condominium as depicted on the Plat to encroach upon the Common Areas, or upon an adjoining Unit, or if any part of the Common Areas encroaches or shall encroach upon a Unit or Condominium for any such reasons, an easement for such encroachment and for the maintenance of the same shall and does exist. There is also hereby created an easement for any encroachment by any roof overhang upon an adjoining Unit or any part of the Common Areas.

4.3 Limitation on Easement. A Member's equal undivided interest, right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(A) The right of the Association, after providing reasonable notice and an opportunity for a hearing given to a Member, to suspend a Member's voting right in the Association and a Member's right to the use of any recreational facilities included in the Common Areas for any period during which (i) an assessment on such Member's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association; or (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;

(B) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas; and

(C) The right of any governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children; and providing other governmental or municipal service;

4.4 Party Walls. Each wall or ceiling-floor physical boundary which is built as part of the original construction (or reconstruction) of the Condominiums upon the Units and placed on the dividing line (whether horizontal or vertical) between the Units shall constitute a "Party Wall" and, to the extent not inconsistent with the provisions of this Section 4.4, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all Party Walls within the Project. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of such Party Wall. If a Party Wall is destroyed or damaged by fire or other casualty, the provisions of Article VII hereof shall apply. Notwithstanding any other provision of this Section 4.4, an Owner who by his negligent or willful act causes a Party Wall to be damaged shall bear the entire cost of furnishing repairs to the Party Wall. The right of any Owner to contribution from any other Owner under this Section 4.4 shall be appurtenant to the land and shall pass to such Owner's successors in title.

4.5 Form for Conveying Units. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Unit may describe the interest or estate involved substantially as follows:

"Unit _____ of Condominium Building No. _____ of the Copper Hills Condominiums, together with all improvements located thereon, as said Unit is identified in the Plat of said development recorded in the office of the Salt Lake County Recorder and in the Declaration of Covenants, Conditions and Restrictions of Copper Hills Condominiums, also recorded in the Office of Salt Lake County Recorder, State of Utah, as Entry No. _____; TOGETHER WITH an equal undivided interest in, and right

and easement of use and enjoyment in and to, the Common Areas described in said Declaration of Covenants, Conditions and Restrictions.”

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any person who acquires any interest in a Unit.

4.6 Transfer of Title. The Declarant agrees to cause the conveyance to the Association of title to the Common Areas free and clear of all liens (other than the lien of current general taxes, the lien of any assessments, charges, or taxes imposed by governmental or quasi -governmental authorities, and the lien or claim created by this Declaration), before the first conveyance of a Unit from Declarant to a third-party purchaser.

ARTICLE V ASSESSMENTS

5.1 Agreement to Pay Assessments. The Declarant for each Unit owned by it within the Project and each Owner of any Unit by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article V. In any event, all Units shall be allocated the then applicable assessments upon conveyance of the first Unit. Notwithstanding anything contained herein to the contrary, until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be \$105.00 per month for each Unit.

(A) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year by up to fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) only by a vote of at least sixty-seven percent (67%) of the votes (determined in accordance with Section 3.3) of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(C) The Board may fix the annual assessment at an amount not in excess of the maximum.

5.2 Annual Assessments. Annual assessments shall be computed and assessed against all Units in the Project as follows:

(A) Common Expense. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas, the Condominium Building Exteriors, and furnishing common utility services and other common items to the Condominiums. Such estimated expenses may include, without limitation, the following: expenses of management: operation and maintenance costs of, real property taxes and special assessments on the Common Areas (and the Units until the Units are separately assessed); premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance of the Common Areas and Condominium Building Exteriors; landscaping; picnic areas; tot lots; sport courts; wages of Association employees, including fees for a Manager; repairs and replacements of window well sump pumps; utility charges, including charges for utility services to the Condominiums to the extent not separately metered or billed; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve and/or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas and Condominium Building Exteriors that must be replaced on a periodic basis; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. The aggregate of all such items shall constitute the Common Expenses and all funds received from assessments under this Section 5.2(A) shall be part of the Common Expense Fund. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital expenses which together shall constitute the Common Expense Fund.

(B) Apportionment. Common Expenses shall be apportioned among and assessed to all Units and their Owners in accordance with the Assessment Percentages for each Unit, as set forth on Exhibit B, which is attached hereto and incorporated herein by this reference. The Declarant shall be liable for the amount of any assessments against Units owned by it subject to the provisions of Section 5.4 below.

(C) Annual Budget. Annual assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following, provided the first fiscal year shall begin on the date of the conveyance of the first Unit by Declarant. On or before December 1 of each year thereafter, the Board of Trustees shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated expenses of Common Expense for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessment for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such annual period.

(D) Notice and Payment. Except with respect to the first fiscal year, the Board of Trustees shall notify each Owner in writing as to the amount of the annual assessment against his or her Unit on or before December 1 each year for the fiscal year beginning on January 1 next following. Except as otherwise provided by the Board, each annual assessment shall be

payable in twelve (12) equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which the assessment relates; provided, however, the annual assessment for the first fiscal year shall be based upon such portion of the first fiscal year. All unpaid installments of any annual assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from fifteen (15) days after the date each such installment became due until paid. The Board of Trustees shall also have the right to assess a late fee of up to five percent (5%) of any assessment installment not paid within fifteen (15) days following the due date thereof. In addition, in the event that any installment of the annual assessment is not paid within fifteen (15) days of the date such installment becomes due, the Association may, at its option, and upon fifteen (15) days' prior written notice to the Owner, accelerate the due date for all remaining unpaid installments of the annual assessment for the remainder of the fiscal year and all accrued but unpaid interest thereon. Payment of the annual assessment installments so accelerated shall be due at the expiration of said fifteen (15) day notice period and interest shall accrue on the entire sum at the rate established by the Board not to exceed eighteen percent (18%) per annum from such date until paid in full. The failure of the Board of Trustees to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment.

(E) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Board of Trustees may, on behalf of the Association, levy additional assessments in accordance with the procedure set forth in Section 5.3 below, except that the vote therein specified shall be unnecessary.

5.3 Special Assessments. In addition to the annual assessments authorized by this Article V, the Board of Trustees may, on behalf of the Association, levy, at any time and from time to time, upon the affirmative vote of at least sixty-seven percent (67%) of the voting power of the Association in person or by proxy at a meeting called for such purpose, special assessments, payable over such periods as the Board of Trustees may determine, for the purpose of defraying, in whole or in part, the cost of any conversion, expansion, construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including, without limitation, Common Expenses). This Section 5.3 shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in accordance with their Assessment Percentages as set forth on Exhibit B. Notice in writing of the amount of each such special assessment and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any special assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from assessments under this Section 5.3 shall be part of the Common Expense Fund. In connection with any such special assessment, if the Declarant is only obligated to pay twenty-five percent (25%) of the annual assessment attributable to Units it owns pursuant to Section 5.4 below, it

shall only be required to pay twenty-five percent (25%) of the special assessment otherwise attributable to each such Unit. The provisions of this Section 5.3 are not intended to preclude or limit the assessment collection or use of annual assessments for the aforesaid purposes.

5.4 Uniform Rate of Assessment. The amount of any annual or special assessment against each Unit shall be fixed at a uniform rate based on the Assessment Percentages allocated to each Unit, as set forth on Exhibit B, except that Declarant shall pay only twenty-five percent (25%) of the annual assessment attributable to each Unit which it owns until Declarant conveys such Unit to a third-party purchaser. If the Declarant ceases to qualify for the reduced twenty-five (25%) rate as to any Unit during the period to which an annual assessment is attributable, the assessment attributable to such Unit shall be prorated between the applicable rates on the basis of the number of days in the period that the Owner qualified for each rate. Annual assessments may be collected on a monthly basis and special assessments may be collected as specified by the Board unless otherwise determined by the resolution of the Members of the Association approving the special assessment. So long as the Declarant qualifies for the reduced assessment rate with respect to the Units which it owns, if the assessments for any fiscal year of the Association shall fail to equal or exceed the actual expenses incurred by the Association during any such fiscal year because of the Declarant's right to pay reduced assessments, then the Declarant shall pay to the Association a sufficient amount, up to the amount for that fiscal year of the full assessment for each Unit owned by Declarant to meet any such deficit, so long as a written notice of such deficit is given by the Association to the Declarant within sixty (60) days following the termination of the fiscal year for which the assessment is made.

5.5 Notice and Quorum for Any Action Authorized Under Sections 5.1 and 5.3. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.1 or Section 5.3 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days prior to date of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes (exclusive of suspended voting rights) of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.6 Lien for Assessments. All sums assessed to Owners of any Unit within the Project pursuant to the provisions of this Article V, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this Article V, the Board of Trustees may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, (including reasonable attorney's fees), and such costs and expenses shall be secured by the lien being

foreclosed. The Owner shall also be required to pay to the Association any assessment against the Unit which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Trustees shall have the right and power in behalf of the Association to bid in at any foreclosure sale and to hold, lease, mortgage, or convey the subject Unit in the name of the Association.

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

5.8 Personal Liability of Purchaser. The personal obligation of an Owner to pay unpaid assessments against his Unit as described in Section 5.7 shall not pass to successors in title unless expressly assumed by them. Provided, however, a lien to secure unpaid assessments shall not be affected by the sale or transfer of the Unit unless foreclosure by a First Mortgagee is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further assessments.

5.9 Reserves and Working Capital. In addition to its day-to-day operating funds, the Association shall establish the following funds:

(A) Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas and Condominium Building Exteriors which the Association is obligated to maintain, repair, or replace. The reserve fund shall be maintained out of regular assessments for Common Expenses.

(B) Working Capital Fund. The Declarant shall establish and maintain for the Project, a working capital fund equal to at least two (2) monthly installments of the annual assessment of each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Association at the time of the closing of sale of that Unit. Notwithstanding the foregoing, the contribution to the working capital fund for each unsold Unit shall be paid by the Declarant to the Association within sixty (60) days after the date of the conveyance of the first Unit in the Project. With respect to each Unit for which the Declarant pays the contribution to the working capital fund, Declarant shall be reimbursed for such contribution either by the Purchaser of such Unit at the time of the closing of the sale to such purchaser or by the Association upon termination of the Declarant's control of the Association as described in Section 3.2, whichever is earlier. The working capital fund must be maintained in a segregated account for the use and benefit of the Association. The purpose of the working capital fund is to ensure that the Association will have cash available

to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Association. Amounts paid into the working capital fund are not to be considered advance payments of any regular assessment. The working capital fund shall be transferred to the Association for deposit to a segregated fund when control of the Association is transferred to the Owners. The Declarant shall not use the working capital fund to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the Association.

5.10 Evidence of Payment of Annual and Special Assessments. Upon receipt of a written request by a Member or any other person and payment of a fee not to exceed \$10, the Association within a reasonable period of time thereafter shall issue to such Member or other person a written certificate stating (a) that all annual and special assessments (including interest, costs and attorneys' fees, if any, as provided in Section 5.2 above) have been paid with respect to any specified Unit as of the date of such certificate, or (b) if all annual and special assessments have not been paid, the amount of such annual and special assessments (including interest, costs and attorneys' fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bond fide purchaser of, or Mortgagee on, the Unit in question and against the Association and the remaining Owners.

5.11 Nonpayment of Assessments; Termination of Rights; Collection of Rents from Tenants.

(A) Termination of Rights. If an Owner fails or refuses to pay any assessment when due, the Association, through its management committee, may, after giving notice and an opportunity to be heard in accordance with this Section 5.11(A), terminate an Owner's right to receive utility services paid as a common expense, and/or terminate an Owner's right to access and use of recreation facilities. Before terminating such rights, the Association shall give written notice to the Owner in the manner provided in this Declaration, the Bylaws, or the rules of the Association, which notice shall state (1) that utility services or rights of access and use of the recreational facilities will be terminated if payment of the assessment is not received within five (5) days from the date the notice is delivered to the Owner, (2) the amount of the assessment due, including interest or late fees; and (3) the right of the Owner to request a hearing. An Owner who is given notice may request an informal hearing to dispute the assessment by submitting a written request to the management committee of the Association within 14 days from the date the notice is received. The hearing shall be conducted in accordance with the standards provided in this Declaration, the Bylaws, or the rules of the Association. If a hearing is requested, utility services or right of access to and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered. Upon payment of the assessment due, including interest and late fees, the Owner's right to utility services and access to and use of the recreational facilities shall be immediately reinstated.

(B) Collection of Rents from Tenants. If the Owner of a Unit who is leasing the Unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the Association, through its management committee, upon compliance with this Section 5.11(B), may demand the tenant of such Unit to pay to the Association all future lease payments due to the Owner, commencing with the next monthly or periodic payment, until the amount due to the Association is paid. The Association must give the Owner written notice in accordance with this Declaration, the Bylaws, or the rules of the Association of its intent to demand full payment from the tenant. The notice shall (1) provide notice to the tenant that full payment of the remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within the time period provided in this Declaration, the Bylaws, or the rules of the Association; (2) state the amount of the assessment due, including interest and late fees; (3) state that any costs of collection, not to exceed \$150 or such greater amount as may be permitted under the Condominium Act, and other assessments that become due may be added to the total amount due; and (4) provide the requirements and rights described in this Section 15.11(b). If the Owner fails to pay the amount of the assessment due by the date specified in the notice, the Association may deliver written notice to the tenant, in accordance with this Declaration, the Bylaws, or the rules of the Association, that demands further payment due to the Owner be paid to the Association. A copy of the notice must be mailed to the Owner. The notice provided to the tenant must state: (i) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the Association's intent to collect all lease payments due to the Association pursuant to this Section 15.11 and the Condominium Act; (ii) that until notification by the Association that the assessment due, including interest and late fees, has been paid, all future lease payments due to the Owner are to be paid to the Association; and (iii) payment by the tenant to the Association in compliance with this Section 15.11(B) will not constitute a default under the terms of the lease agreement, and that if payment is in compliance with this Section 15.11(B), suit or other action may not be initiated by the Owner against tenant for failure to pay. All funds paid to the Association pursuant to this Section 15.11(B) shall be deposited in a separate account and disbursed to the Association until the assessment due, including cost of administration not to exceed \$25 or such greater amount as may be permitted by the Condominium Act, is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full is made to the Association. Within five (5) business days after the assessment has been paid in full to the Association, the Association shall notify the tenant in writing that future lease payments are no longer due to the Association, and shall mail a copy of such notice to the Owner.

ARTICLE VI OPERATION AND MAINTENANCE

6.1 Maintenance of Condominiums. Each Condominium and Unit shall be maintained by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Condominium or Unit. The Association shall have no obligation regarding maintenance or care of Condominiums or Units except as set forth in Section 6.2 or elsewhere in this Declaration.

6.2 Operation and Maintenance by Association. The Association shall provide for such maintenance and operation of the Common Areas as may be necessary or desirable to make them appropriately usable in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair. The Association shall also provide for the maintenance of all Condominium Building Exteriors. The expenses incurred by the Association for such purposes shall be paid for with funds from the Common Expense Fund.

6.3 Utilities. The Owner shall pay for all utility services furnished to each Unit which are separately billed or metered to individual Units by the utility or other party furnishing such service. The Association shall pay such bills which are not separately metered and charge an appropriate share to each Unit and Owner as part of the Common Expenses.

6.4 Insurance. The Association shall at all times maintain in force insurance which is consistent with FNMA's insurance coverage requirements and which meets the following minimum requirements:

(A) Hazard Insurance. A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Project, including: Common Areas; all Condominium Buildings including all Condominiums (other than the interior content thereof); fixtures, building service equipment, personal property and supplies comprising a part of the Common Areas or owned by the Association, and which are of a class typically encumbered by Mortgages held by FNMA or other similar institutional Mortgage investors; but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. As a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage. The insurance policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance; or (2) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one-hundred percent of the property's insurable replacement cost but no more) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance). The maximum deductible amount for such policy covering the Common Areas shall be the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount. However, for losses related to individual Condominiums that are covered by such a policy, the deductible related to each individual Condominium shall be

One Thousand Dollars (\$1,000). Funds to cover these deductible amounts shall be included in the Association's operating reserve account.

(B) Flood Insurance. If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a "master" or "blanket" policy of flood insurance shall be maintained covering the Condominium Buildings, any machinery and equipment that are not part of a Condominium Building and all Common Areas within the Project (hereinafter "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under the National Flood Insurance Administration Program for all Condominium Buildings and Insurable Property within any portion of the Project located within a designated flood hazard area; or (2) one hundred percent (100%) of the insurable value of all such facilities. The maximum deductible amount for any such policy shall be the lesser of Five Thousand Dollars (\$5,000) or one percent (1%) of the policy face amount.

(i) The name of the insured under each policy required to be maintained by the foregoing Sections 6.4(A) and (B) shall be the Association for the use and benefit of the individual Owners. (Said Owners shall be designated by name, if required.) Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's Mortgagee. Each Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

(ii) Each policy required to be maintained by the foregoing Sections 6.4(A) and (B), shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Project is located. If FNMA is a holder of one or more Mortgages on Units within the Project, such mortgage clause shall name FNMA or FNMA's servicer of such Mortgages as Mortgagee. If FNMA's servicer is named as mortgagee in such mortgage clause, such servicer's name shall be followed therein by the phrase "its successors and assigns." In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.

(iii) Each policy required to be maintained by the foregoing Sections 6.4(A) and (B), shall provide, if available, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of individual

Owners which is not in the control of such Owners collectively; and the policy is primary in the event the Owner has other insurance covering the same loss.

(iv) Each policy required to be maintained by the foregoing Section 6.4(A) shall also contain or provide the following: (1) "Inflation Guard Endorsement", if available; (2) "building Ordinance or Law Endorsement", if the enforcement of any building, zoning, or land use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs. (The endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (3) "Steam Boiler and Machinery Coverage Endorsement", if the Project has central heating or cooling, which shall provide that the insurer's minimum liability per accident at least equals the lesser of Two Million Dollars (\$2,000,000) or the insurable value of the Condominium Building containing the boiler or machinery. In lieu of obtaining this as an endorsement to the commercial package property, the Association may purchase separate stand-alone boiler and machinery coverage.

(C) Fidelity Bonds. The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Association, for the Manger's officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of each bond. A lesser amount of fidelity insurance coverage is acceptable for the Project so long as the Association and the Manager adhere to the following financial controls: (1) the Association or the Manager maintains separate bank accounts for the working account and the reserve account, each with appropriate access controls, and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (2) the Manager maintains separate records and bank accounts for each Association that uses its services, and the Manager does not have authority to draw checks on or to transfer funds from the Association's reserve account; or (3) two members of the Board must sign any checks written on the reserve account. Nevertheless, in no event may the amount of such bonds be less than the sum equal to three months' aggregate assessments on all Units. The bonds required shall meet the following additional requirements: (i) the fidelity bonds shall name the Association as obligee; (ii) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; (iii) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by the Manager for its officers, employees and agents) shall be paid by the Association as part of the Common

Expenses; and (iv) the bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association, to any Insurance Trustee, and to each servicer of loans on behalf of FNMA.

(D) Liability Insurance. The Association shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas, Condominium Building Exteriors, public ways in the Project, including any dedicated trail system(s), all other areas of the Project that are under the Association's supervision, and commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas, and/or Condominium Building Exteriors, and legal liability arising out of lawsuits related to employment contracts of the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location, and use, including but not limited to (where economically feasible and if available), host liquor liability, contractual and all-written contract insurance, employers liability insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in the terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy shall provide that it may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

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

Each insurance policy maintained pursuant to the foregoing Sections 6.4(A), 6.4(B), 6.4(C), and 6.4(D) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a "B" general policyholder's rating or a financial performance index of "6" or better in the Best's Key Rating Guide, or an "A" or better rating from Demotech, Inc., or which is written by Lloyd's of London. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Board, the Association, FNMA, or the designee of FNMA; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including without limitation the Board, the Association, an Owner, or FNMA) from collecting insurance proceeds. The provisions of this Section 6.4(E) and of the foregoing Sections 6.4(A), (B), (C), and (D) shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

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

ARTICLE VII DAMAGE OR DESTRUCTION

7.1 Association as Attorney-in-Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said Grantee of the Association as his or her attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

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

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

(A) Notice to First Mortgagees. The Association shall give timely written notice to any holder of any First Mortgage on a Unit or who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or a Condominium subject to such First Mortgage.

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

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

(D) Insufficient Insurance -- Less than Seventy-Five Percent (75%) Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a special assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such special assessment shall be allocated and collected as provided in Section 5.3 above, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(E) Insufficient Insurance -- Seventy-Five Percent (75%) or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if within one hundred (100) days following the damage or destruction, Owners entitled to vote at least seventy-five percent (75%) of the votes of the Members vote to carry out such repair and reconstruction. If, however, the Owner 's do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the votes of the Members to carry out such repair and reconstruction but rather elect to terminate the Project, and if Eligible Mortgagees who represent at least fifty-one percent (51 %) of the votes of Units subject to Mortgages held by Eligible Mortgagees approve such termination, the Association shall record in the office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

- (i) the Project shall be deemed to be owned in common by the Owners,
- (ii) Each Owner shall own an undivided interest in the Project equal to such Owner's Common Expense allocation percentage as set forth on Exhibit B;

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

(iv) The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner. The division of funds shall be based on the fair market values of the Units and Condominiums immediately prior to the damage or destruction, and the Owners shall divide said funds based upon the relative value of the Units and Condominiums prior to the damage or destruction.

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

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

7.5 Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Section 7.3(D) shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners equally.

7.6 Amendment of Article. This Article VII shall not be amended unless, of the Owners entitled to vote, Seventy-five percent (75%) of the Owners vote and agree to such amendment, the Secretary of the Department of Veterans Affairs approves said amendment and such approval and agreement is reflected in an instrument duly executed by the Board of Trustees of the Association

and the Secretary of the Department of Veterans Affairs and recorded in accordance with the provisions of this Declaration. The requirement of prior approval and execution by the Department of Veterans Affairs shall not be required for agreements to add phases to an expandable condominium project if the phasing implements a previously approved general plan for total development.

ARTICLE VIII CONDEMNATION

8.1 Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article VIII shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, the Board of Trustees shall give prompt written notice of any such proceeding or proposed acquisition to each Owner in the Project and to any First Mortgagee who has requested in writing notice thereof. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof and each Owner hereby appoints the Association as such Owner's attorney-in-fact for the purposes of such representation.

8.2 Proceeds. All compensation, damages and other proceeds from any such taking by power of eminent domain (collectively, the "Condemnation Award") shall be made payable to the Association and shall be distributed by the Board of Trustees, on behalf of the Association as herein provided.

8.3 Complete Taking. In the event the entire Project is taken by power of eminent domain, ownership pursuant hereto shall terminate and the Condemnation Award shall be allocated among and distributed to the Owners and the Owners shall divide the Condemnation Award based upon the relative values of the Units and Condominiums immediately prior to the condemnation. Such distribution shall be made by check payable joint to the respective Owners and their respective Mortgagees, as appropriate.

8.4 Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(A) Allocation of Award. As soon as practicable, the Board of Trustees shall, on behalf of the Association, reasonably and in good faith, apportion the Condemnation Award between compensation, severance damages or other proceeds and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The total amount apportioned to taking of or injury to the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken).

(ii) The total amount apportioned to severance damages shall be allocated among and distributed equally to the Owners of those Units that have not been taken.

(iii) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit.

(iv) The total amount apportioned to consequential damages and any other taking or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable;

(vi) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as their interests may appear; and

(vii) No provision of this Article VIII or any other provision of this Declaration, the Articles, or the Bylaws shall entitle the Owner of a Unit or other party to priority over any First Mortgagee holding such Unit with respect to the distribution to such Unit of the proceeds of any award, settlement or proceeds from any eminent domain or condemnation proceeding.

(B) Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, ownership pursuant hereto shall not terminate but shall continue. In such event the Project shall be reorganized as follows:

(i) If any partial taking results in the taking of an entire Unit, then the Owner thereof shall cease to be a member of the Association and all voting rights shall terminate,

(ii) If any partial taking results in the taking of a portion of a Unit, the voting rights appertaining to such Unit shall continue.

(iii) If any partial taking results in the taking of a portion of a Unit and if there is a determination made by the Board of Trustees, after duly considering any recommendations, proposals, or other input from the Owners, that such taking makes it impractical to use the remaining portion of such Unit, then all voting rights terminate and the remaining portion of such Unit shall thenceforth be part of the Common Areas;

(iv) The Board of Trustees, after duly considering any recommendations, proposals or other input from the Owners, shall have the duty and authority to make

all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section 8.4(B); provided, however, that if any such determination shall have been or such action take by judicial decree, the Board of Trustees shall defer thereto and proceed in accordance therewith.

(C) Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the provisions specified in Article VII hereof for cases of Damage or Destruction; provided, however, that the provisions of said article dealing with sufficiency or insufficiency or insurance proceeds shall not be applicable.

ARTICLE IX TERMINATION

9.1 Required Vote. Except as otherwise provided in Article VII and Article VIII, the Project may be terminated only by agreement of Owners entitled to vote at least sixty-seven percent (67%) of the votes attributable to all Units.

9.2 Termination Agreement. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. Such an agreement to terminate shall also be approved by Eligible Mortgagees who represent at least sixty-seven percent (67%) of the votes of Units subject to First Mortgages held by Eligible Mortgagees. Such approval (and any other approval related to an amendment to this Declaration) shall be deemed given when an Eligible Mortgagee fails to submit a response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in Salt Lake County, Utah and is effective only on recordation.

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

9.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 9.1 and 9.2. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the relative value of each Unit and Condominium. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the

terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

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

ARTICLE X GENERAL USE RESTRICTIONS

10.1 Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interest of the Owners.

10.2 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the rules, regulations and use restrictions applicable to Units and Condominiums. No admission fees, charges for use, leases, or other income generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas. Provided, however, vending machines and similar devices approved by the Board may be made available within the Common Areas.

10.3 Use of Units and Condominiums. All Units are improved with Condominiums and are restricted to such use. Each Condominium shall be used only as a single-family residence. No Unit or Condominium shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Condominium, so as to create a nuisance or interfere with the rights of any Owners, or in any way which would result in an increase in the cost of any insurance covering the Common Areas or Condominiums.

10.4 Exception for Declarant. Notwithstanding the restrictions contained in this Article X, for the five (5) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, Declarant shall have the right to use any Unit or Condominium owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any activities designed to accomplish or facilitate improvement and sale of all Units owned by Declarant. Without limiting the foregoing, Declarant shall have the right to maintain one or more sales offices and model Condominiums. Such offices and model Condominiums may be located in any Condominium owned or leased by Declarant, or in one or more separate structures or facilities placed upon the Property for the purpose of aiding the Declarant's sales efforts, or any combination of the foregoing. Declarant shall also have the right to maintain a reasonable number of promotional, advertising, or directional signs, banners, or similar devices at any place or places on the Property. Declarant shall have the right from time to time to locate or relocate any of its sales offices, model Condominiums, signs, banners or similar devices.

10.5 Leases. Any lease agreement between an Owner and a lessee respecting a Unit or Condominium shall be subject in all respects to the provisions of this Declaration, the Articles, and Bylaws, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such lease agreements shall be in writing. An Owner shall be responsible and liable for any damage to the Project caused by its tenant.

10.6 Easements. Easements for installation and maintenance of utilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Easements for the installation and maintenance of utilities are also reserved within each Condominium. It is contemplated that telephone, gas, electricity and other utilities may originate in one Condominium and terminate in another Condominium. A right of access to all such utilities is reserved to the Association and to all utility suppliers.

10.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render any part of the Property unsanitary or unsightly or which would be offensive or detrimental to any other part of the Property or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any part of the Property so as to be offensive or detrimental to any other part of the Property, or to the occupants thereof. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on the Property without the prior written approval of the Board.

10.8 Temporary and Other Structures. No structures of a temporary nature, trailer, basement house, tent, shack, shed, garage, barn or other outbuildings shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on the Property at any time. No old or secondhand structures shall be moved onto any Unit, it being the intention hereof that all Condominiums erected and maintained on Units or within the Property shall be new construction of good quality, workmanship and material.

10.9 Unsightly Articles. No unsightly articles shall be permitted to remain on or near a Unit so as to be visible from any other Unit or the Common Areas. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobiles, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Unit except within an enclosed structure or when appropriately screened from view.

10.10 No Further Subdividing. No Unit or Common Area may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Association; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Association for the transfer or sale of any Unit or Condominium to more than one person to be held by them as tenants in common, joint tenants, or otherwise; and provided further, that nothing herein shall be deemed to prevent the expansion of the Project on the Additional Land pursuant to Article XIV.

10.11 Signs. No sign of any kind shall be displayed to the public view without the approval of the Association, except such signs as may be used by Declarant in connection with the development of the Project and the sale of Condominiums and/or Units and except such signs of customary and reasonable dimensions as may be displayed on a Unit advertising a Unit or Condominium for sale or lease. Display of any "for sale" or "for lease" sign more than three (3) feet by two (2) feet shall require the prior written approval of the Association. A residential identification sign is permitted but should not exceed one (1) square foot in surface area. Numbers on residences shall be located in a position clearly legible from the street, but not more than six (6) feet above main floor level.

10.12 No Hazardous Activities. No activities shall be conducted on the Property and no improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires nor incinerators shall be lighted or permitted on the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

10.13 Repair of Buildings. No improvement upon the Property shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or other-wise finished by the Owner thereof or the Association as applicable.

10.14 Improvements and Alterations. There shall be no excavation, construction or alteration which in any way alters the exterior appearance of any improvement within the Property nor removal of any Condominium or other improvement within the Property (other than repairs or rebuilding) without the prior written approval of the Association.

10.15 Rooftop Antennas. No television, ham radio, citizens band or radio antenna, satellite receiving or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any unit or elsewhere if exposed to view from any other Unit. Such antennas, if used, must be of the type that are installed within the natural building structure. In no case will any such receiving or sending antenna or other device be allowed to interfere with the peace and quiet enjoyment of any neighboring Unit Owner's premises or home entertainment facilities or equipment. Provided, however, Declarant and the Association reserve the right and option to install cable service lines and antennas as needed throughout the Project in connection with its development.

10.16 Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or

alteration therein be made, unless and until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board.

10.17 General Obligations. Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration. With respect to unsold Units, the Declarant shall enjoy the same rights and assumes the same duties with respect to each unsold Unit.

ARTICLE XI MORTGAGEE PROTECTION

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

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

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

(C) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and

(D) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 11.2 below or elsewhere herein.

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

(A) Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.

(B) Add or amend any material provision of the Declaration, Articles, Bylaws or Plat, which establishes, provides for, governs or regulates any of the following (an addition

or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only):

- (i) voting rights;
- (ii) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- (iii) reductions in reserves for maintenance, repair, and replacement of Common Areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the Common Areas, or rights to their use;
- (vi) redefinition of any Unit boundaries;
- (vii) convertibility of Units into Common Areas or vice versa;
- (viii) expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
- (ix) hazard or fidelity insurance requirements;
- (x) imposition of any restrictions on the leasing of Units and Condominiums;
- (xi) imposition of any restrictions on Owner's right to sell or transfer his or her Unit or Condominium;
- (xii) a decision by the Association to establish self-management if professional management had been required previously by this Declaration; or
- (xiii) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in this Declaration; or
- (xiv) any provisions that expressly benefit Mortgagees, insurers, or guarantors.

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

11.3 Availability of Project Documents and Financial Statements. The Association shall maintain and have current copies of this Declaration, Articles, Bylaws, and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of First Mortgages that are secured by Units in the Project. Generally, these documents shall be available during normal business hours. The Association shall make the most recent audited financial statement and any unaudited financial statement for the preceding fiscal year (if the Project has been established for a full fiscal year) available to the holder, insurer, or guarantor of any First Mortgage on submission of a written request for it. The audited financial statement shall be made available within one hundred twenty (120) days of the Association's fiscal year-end.

11.4 Subordination of Lien. The lien or claim against a Unit for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Unit if the First Mortgage was recorded before the delinquent assessment was due, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Unit shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit affected or previously affected by the First Mortgage concerned.

11.5 Payment of Taxes. In the event any taxes or other charges which may or have become a lien on the Common Areas are not timely paid, or in the event the required hazard insurance described in Section 6.4(A) lapses, is not maintained, or the premiums therefore are not paid when due, any Mortgagee or any combination of Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

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

**ARTICLE XII
[RESERVED]**

**ARTICLE XIII
MISCELLANEOUS**

13.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if mailed postage

prepaid to the person who appears as an Owner, at the latest address for such person, appearing in the records of the Association at the time of mailing.

13.2 Term. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of forty (40) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by seventy-five percent (75%) of the votes of the Members cast at an election held for such purpose or otherwise approved in writing by such Members within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension.

13.3 Amendment. Except as provided in Section 14.1(A), and elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote or written approval of at least sixty-seven percent (67%) of the total votes of the Association and prior written approval from the Department of Veterans Affairs. Any amendment authorized pursuant to this Section 13.3 shall be accomplished through the recordation in the office of the Salt Lake County Recorder of an instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section 13.3 for amendment has occurred. Anything in this Article XIII or Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of an amendment duly signed by or on behalf of the authorized officers of Declarant with their signatures acknowledged, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such amendment, when recorded, shall be binding upon all of the Project and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this Section 13.3 deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control. Within ten (10) years from the date of recording this Declaration, and so long as the Declarant is the Owner of any Unit in the Project, this Declaration may be amended or terminated only with the written approval of the Declarant. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit to be sold to an Owner.

13.4 Rights of Action. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of this Declaration or the decisions of the Association. Owners shall have a similar right of action against the Association.

13.5 Declarant's Rights Assignable. The rights of Declarant under this Declaration or in any way relating to the Property may be assigned, whereupon the assignee of Declarant shall have all the rights of Declarant hereunder.

13.6 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder thereof. This Declaration shall be liberally construed to effect all of its purposes.

13.7 Covenants to Run With Land. This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Common Areas, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Unit or Condominium shall comply with, and all interests in all Units or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

13.8 Lists of Owners and Eligible Mortgages. The Board shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Unit which is owned by him; (ii) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity and the Unit which is encumbered by the Mortgage held by such person or entity; and (iii) the name of each person or entity who is an insurer or governmental guarantor, the address of such person or entity, and the Unit which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Board with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Board may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person unless the Board is otherwise advised.

13.9 Assessment of Fines. The Association may assess a fine against an Owner after the requirements of this Section 13.9 have been met for a violation of the rules and regulations of the Association which have been promulgated in accordance with this Declaration, the Condominium Act, and/or the Bylaws. Before assessing a fine, the Association, through its management committee, shall give notice to the Owner of the violation and inform the Owner that a fine will be imposed if the violation is not cured within ten (10) days from the date of the notice, or such longer

period of time as may be specified in the notice. A fine may be assessed pursuant to this Section 13.9 only for a violation of a rule or regulation which is specifically listed in this Declaration, the Bylaws, or the rules of the Association as an offense which is subject to a fine. The amount of any such fine shall be in the amount specified in this Declaration, the Bylaws, or the rules of the Association for that specific type of violation, not to exceed \$500 or such greater amount as may be permitted in the Condominium Act. Cumulative fines for a continuing violation may not exceed \$500 per month, or such greater amount as may be permitted in the Condominium Act. An Owner who is assessed a fine pursuant to this Section 13.9 may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed. The hearing shall be conducted in accordance with the Bylaws or the rules of the Association. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered. An Owner may appeal a fine issued pursuant to this Section 13.9 by initiating a civil action within 180 days after (a) a hearing has been held and a final decision has been rendered by the Association, or (b) the time to request an informal hearing under this Section 13.9 has expired without the Owner making such a request. A fine assessed under this Section 13.9 which remains unpaid after the time for appeal has expired becomes a lien against the Owner's Unit in accordance with the same standards as a lien for nonpayment of common expenses pursuant to Article V above.

13.10 Arbitration. Disputes between parties with respect to this Declaration, the Bylaws, or the rules of the Association shall be submitted to arbitration pursuant to the Utah Arbitration Act, UTAH CODE ANN. Section 78-31a-101 *et seq.*

13.11 Effective Date. This Declaration and any amendment or supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

ARTICLE XIV CONSTRUCTION IN PHASES; ADDITIONAL LAND

14.1 Construction in Phases. It is anticipated that the Project will be developed in a series of phases, sometimes known or referred to as Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase 7, Phase 8, and Phase 9, as shown in the map or drawing attached hereto as Exhibit C. The order of development of each phase may be as determined by Declarant, in its sole discretion. By developing the Project in phases, it is not the intention of the Declarant that the Project will constitute an expandable condominium project or an expansion of the Project within the meaning of the Condominium Act. Nevertheless, if a court of appropriate jurisdiction determines that the development of the Project in phases constitutes an expandable condominium project or an expansion of the Project pursuant to Section 57-8-13.6 of the Condominium Act, then (and only then) the provisions of this Article XIV shall apply, and Declarant (or its assigns) shall be deemed to have reserved, pursuant to Section 57-8-13.6 of the Condominium Act, the option to expand the Project (the "Option to Expand") beyond Phase 1 upon the terms and provisions set forth in this Article XIV without the prior consent of the Owners or the Association. The Option to Expand must be exercised by Declarant (or its assigns) within seven (7) years after recordation of this Declaration. The terms and conditions of the Option to Expand shall be as follows:

(A) Legal Description. Subject to the power granted Declarant in Section 14.1(C) below, the real property subject to the Option to Expand consists of the real property sometimes hereinafter referred to as the "Additional Land", being more generally shown on Exhibit C attached hereto as Phases 2, 3, 4, 5, 6, 7, 8 and 9. If the Project is deemed to constitute an expandable condominium project and this Article XIV is deemed to apply, then Declarant may record an Exhibit E as an amendment or supplement to this Declaration containing the legal description of the Additional Land shown on Exhibit C.

(B) Order of Exercise. Subject to the provisions of Section 14.1(C) below, the Option to Expand may be exercised at different times as to phases of the Additional Land described in Section 14.1(A) and in any order elected by the Declarant. No assurance is made with regard to which phases of the Additional Land, if any, will be added to the Project or the order in which such phases will be so expanded. If the Option to Expand is exercised with respect to a portion of the Additional Land, the Option to Expand may subsequently be exercised with respect to any other portion of the Additional Land.

(C) Limitations of Expansion. Declarant shall not be restricted in the location of improvements on the Additional Land that may be created on the Additional Land, except as may be required by applicable zoning requirements, ordinances or regulations. The maximum number of Units that may be created on the various phases described above (a lesser number of Units may be developed on each Phase) is as follows:

- Phase 1: Clubhouse and Buildings 1 and 2 (8 Units)
- Phase 2: Buildings 3, 4 and 5 (12 Units)
- Phase 3: Buildings 8 and 9 (8 Units)
- Phase 4: Buildings 10 and 11 (9 Units)
- Phase 5: Buildings 12 and 13 (8 Units)
- Phase 6: Buildings 37 and 38 (10 Units)
- Phase 7: Buildings 18, 19, 20 and 21 (16 Units)
- Phase 8: Buildings 31, 33, 34, 35 and 36 (23 Units)
- Phase 9: Buildings 6, 7, 14, 15, 16, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 32 (67 Units)

The foregoing limitations on the number of Units to be constructed in any addition or expansion of the Project are set forth herein for the purpose of satisfying Section 57-8-10(4)(a)(vii) of the Condominium Act.

The minimum number of Units shall be 8 and the maximum number of Units shall be 161. Each Unit shall have an equal undivided interest in the Common Areas pursuant to Section 4.1 above.

(D) Use Restrictions. The Units to be located on the Additional Land shall be subject to the same uses as provided in this Declaration.

(E) Use of Common Areas. Each Owner of a Unit constructed on any phase of the Additional Land shall have an unrestricted right of ingress and egress to and from its Unit over and across all Common Areas of the Property. Each Owner of a Unit constructed on any phase of the Additional Land shall have the non-exclusive right to use all parking stalls located within the Common Areas of the Property. Each Owner of a Unit constructed on any phase of the Additional Land shall have the exclusive right to use and enjoy any Limited Common Areas that may be designated for exclusive use by such Owner.

(F) Nature of Improvements. Structures other than buildings containing Units may be erected on the Additional Land. Further improvements may be made to the Additional Land including recreational facilities, parking areas, walkways and landscaping of the Common Areas contained therein. All Units and improvements shall be generally consistent with the existing Units and improvements within the Project. Declarant reserves the right to add additional Limited Common Areas to the Additional Land without limitation.

(G) Substantial Completion. All Units and other improvements constructed on and made to the Additional Land shall be substantially completed prior to adding such Units and improvements to the Project.

(H) Documentation to Convert. In order to add all or any portion of the Additional Land to the Project, the Declarant (or its assigns) shall, to the extent necessary:

(i) Record, with regard to the Additional Land or any portion thereof that is being added to the Project as Units, Common Areas or Limited Common Areas, a Supplemental Condominium Plan ("Supplemental Condominium Plan") showing the location and dimensions of the vertical and horizontal boundaries of each Unit, Common Areas or Limited Common Areas, if any, formed out of the Additional Land or a portion thereof, and assigning any Limited Common Areas which are to be appurtenant to any such Unit. Each such Supplemental Condominium Plan shall be certified as to its accuracy and compliance with the requirements of the Condominium Act by the engineer or land surveyor who prepared or supervised the preparation of it; and

(ii) Record simultaneously with each Supplemental Condominium Plan an amendment to this Declaration ("Amendment") describing the addition. Each such Amendment shall assign a Unit number to each Unit, if any, formed out of the Additional Land or a portion thereof and shall reallocate to each Unit, on the basis provided for in this Declaration, votes appurtenant to each Unit, the apportionment of Common Expenses and the percentage of undivided interest in the Common Areas appertaining to all Units following such addition. Except as otherwise provided by the Condominium Act, each such Amendment or Supplemental Condominium Plan shall also describe the Limited Common Areas, if any, formed out of the Additional Land or a portion thereof, showing or designating the Unit or Units to which each is assigned.

The ownership interest in the Common Areas for all Units in the Project and the apportionment of Common Expenses shall change at the time Declarant records an Amendment and a Supplemental Condominium Plan reflecting Declarant's exercise of the Option to Expand. There may be multiple amendments filed by Declarant and such amendments and supplements are hereby expressly authorized. Declarant shall have the right to adjust the resulting ownership interests of all Units in the Common Areas of the Project as may be necessary to assure that the total ownership interest equals 100% as required by the Condominium Act.

(I) Title to Units. Each Owner, by execution of a contract or deed or the acceptance of a deed to a Unit in the Project, shall be deemed to have consented to all provisions of this Article XIV, including the procedure for adjustment of Unit ownership interests. After the filing for record of any Amendment to this Declaration and the Supplemental Condominium Plan reflecting Declarant's exercise of the Option to Expand, or any part thereof, legal and equitable title to each Unit thereby created within the Additional Land including its appurtenant ownership interest in the Common Areas shall be vested in and held by Declarant (or its assigns) and none of the other Owners shall have any claim or title to or interest in such Unit or the appurtenant ownership interest in the Common Areas.

(J) Conveyance of Additional Land. Declarant shall have the right to convey or otherwise transfer its interest in the Additional Land or any portion thereof, and such conveyance or transfer shall not terminate this Option to Expand with respect to any portion of the Additional Land and the grantee of any portion of the Additional Land shall have the same option and rights as Declarant hereunder.

14.2 Amendment. No provision of this Article XIV shall be amended without the prior written consent of Declarant or its successor in interest, so long as Declarant or its successor in interest either owns or has the right to acquire or construct any Units in the Project.

Executed on the day and year first written above.

DECLARANT:

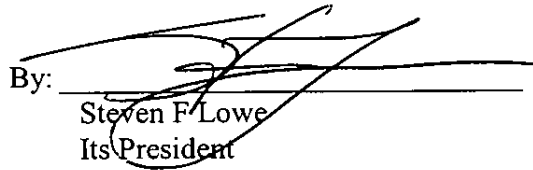
COPPER HILLS DEVELOPMENT, L.C.,
a Utah limited liability company

By: **COMPASS INVESTMENTS L.C.,**
a Utah limited liability company

Its Manager

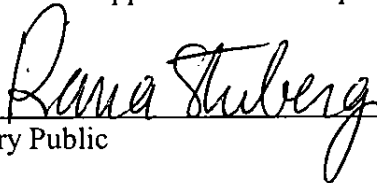
By: **COMPASS CAPITAL CORPORATION,**
a Utah corporation
Its Manager

By: _____


Steven F. Lowe
Its President

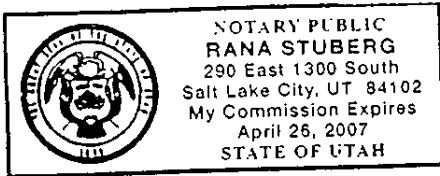
STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 4 day of September, 2003, personally appeared before me Steven F Lowe, the President of Compass Capital Corporation, a Utah corporation, who duly acknowledged to and before me that he executed the foregoing instrument for and on behalf of said corporation, in its capacity as the Manager for and on behalf of Compass Investments, L.C., a Utah limited liability company, in its capacity as the Manager for and on behalf of Copper Hills Development, L.C., having authority to so act.



Notary Public

[Seal]



S:\klomp\Copper Hills Development\Declaration.CC&Rs(v3).doc

EXHIBIT A

LEGAL DESCRIPTION

The following property is located in Salt Lake County, Utah:

All of Lot 101 in WEST JORDAN MARKETPLACE PHASE I, West Jordan City, Salt Lake County, Utah, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

26-01-152-001

EXHIBIT B

LIST OF UNITS, ADDRESSES, AND ASSESSMENTS PERCENTAGES

Phase	Building No.	Unit No.	Address	Assessment Percentage
1	1	1	5586 West Good Springs Cove (8760 S.)	.6211%
		2	5582 West Good Springs Cove (8760 S.)	.6211%
		3	5578 West Good Springs Cove (8760 S.)	.6211%
		4	5574 West Good Springs Cove (8760 S.)	.6211%
	2	1	5587 West Good Springs Cove (8760 S.)	.6211%
		2	5581 West Good Springs Cove (8760 S.)	.6211%
		3	5577 West Good Springs Cove (8760 S.)	.6211%
		4	5573 West Good Springs Cove (8760 S.)	.6211%
2	3	1	8789 South Caliente Drive (5564 W.)	.6211%
		2	8783 South Caliente Drive (5564 W.)	.6211%
		3	8777 South Caliente Drive (5564 W.)	.6211%
		4	8771 South Caliente Drive (5564 W.)	.6211%
	4	1	5586 West Washoe Cove (8790 S.)	.6211%
		2	5582 West Washoe Cove (8790 S.)	.6211%
		3	5578 West Washoe Cove (8790 S.)	.6211%
		4	5574 West Washoe Cove (8790 S.)	.6211%
	5	1	5587 West Washoe Cove (8790 S.)	.6211%
		2	5581 West Washoe Cove (8790 S.)	.6211%
		3	5577 West Washoe Cove (8790 S.)	.6211%
		4	5573 West Washoe Cove (8790 S.)	.6211%
3	8	1	5586 West Tungsten Court (8820 S.)	.6211%
		2	5582 West Tungsten Court (8820 S.)	.6211%
		3	5578 West Tungsten Court (8820 S.)	.6211%
		4	5574 West Tungsten Court (8820 S.)	.6211%
	9	1	5587 West Tungsten Court (8820 S.)	.6211%
		2	5581 West Tungsten Court (8820 S.)	.6211%
		3	5577 West Tungsten Court (8820 S.)	.6211%
		4	5573 West Tungsten Court (8820 S.)	.6211%
4	10	1	8858 South Humboldt Court (5675 W.)	.6211%
		2	8852 South Humboldt Court (5675 W.)	.6211%
		3	8846 South Humboldt Court (5675 W.)	.6211%
		4	8838 South Humboldt Court (5675 W.)	.6211%
		5	8832 South Humboldt Court (5675 W.)	.6211%
	11	1	8851 South Humboldt Court (5675 W.)	.6211%
		2	8843 South Humboldt Court (5675 W.)	.6211%
		3	8835 South Humboldt Court (5675 W.)	.6211%
		4	8829 South Humboldt Court (5675 W.)	.6211%

5	12	1	5549 West Cisco Court (8840 S.)	.6211%
		2	5545 West Cisco Court (8840 S.)	.6211%
		3	5539 West Cisco Court (8840 S.)	.6211%
		4	5533 West Cisco Court (8840 S.)	.6211%
	13	1	5548 West Cisco Court (8840 S.)	.6211%
		2	5542 West Cisco Court (8840 S.)	.6211%
		3	5536 West Cisco Court (8840 S.)	.6211%
		4	5528 West Cisco Court (8840 S.)	.6211%
6	37	1	8713 South Black Diamond Cove (5545 W.)	.6211%
		2	8721 South Black Diamond Cove (5545 W.)	.6211%
		3	8727 South Black Diamond Cove (5545 W.)	.6211%
		4	8733 South Black Diamond Cove (5545 W.)	.6211%
		5	8741 South Black Diamond Cove (5545 W.)	.6211%
	38	1	8716 South Black Diamond Cove (5545 W.)	.6211%
		2	8722 South Black Diamond Cove (5545 W.)	.6211%
		3	8728 South Black Diamond Cove (5545 W.)	.6211%
		4	8734 South Black Diamond Cove (5545 W.)	.6211%
		5	8742 South Black Diamond Cove (5545 W.)	.6211%
7	18	1	8766 South Browns Park Drive (5555 W.)	.6211%
		2	8762 South Browns Park Drive (5555 W.)	.6211%
		3	8758 South Browns Park Drive (5555 W.)	.6211%
		4	8756 South Browns Park Drive (5555 W.)	.6211%
	19	1	8736 South Browns Park Drive (5555 W.)	.6211%
		2	8742 South Browns Park Drive (5555 W.)	.6211%
		3	8748 South Browns Park Drive (5555 W.)	.6211%
		4	8754 South Browns Park Drive (5555 W.)	.6211%
	20	1	8735 South Browns Park Drive (5555 W.)	.6211%
		2	8741 South Browns Park Drive (5555 W.)	.6211%
		3	8747 South Browns Park Drive (5555 W.)	.6211%
		4	8753 South Browns Park Drive (5555 W.)	.6211%
	21	1	8755 South Browns Park Drive (5555 W.)	.6211%
		2	8759 South Browns Park Drive (5555 W.)	.6211%
		3	8763 South Browns Park Drive (5555 W.)	.6211%
		4	8767 South Browns Park Drive (5555 W.)	.6211%
8	31	1	5505 West Tonopah Cove (8730 S.)	.6211%
		2	5501 West Tonopah Cove (8730 S.)	.6211%
		3	5497 West Tonopah Cove (8730 S.)	.6211%
		4	5493 West Tonopah Cove (8730 S.)	.6211%
	33	1	5527 West Caliente Drive (8735 S.)	.6211%
		2	5531 West Caliente Drive (8735 S.)	.6211%
		3	5535 West Caliente Drive (8735 S.)	.6211%
		4	5539 West Caliente Drive (8735 S.)	.6211%
	34	1	5506 West Tonopah Cove (8730 S.)	.6211%

8	34	2	5502 West Tonopah Cove (8730 S.)	.6211%
		3	5498 West Tonopah Cove (8730 S.)	.6211%
		4	5494 West Tonopah Cove (8730 S.)	.6211%
	35	1	8697 South Indian Gulch Cove (5525 W.)	.6211%
		2	8701 South Indian Gulch Cove (5525 W.)	.6211%
		3	8709 South Indian Gulch Cove (5525 W.)	.6211%
		4	8715 South Indian Gulch Cove (5525 W.)	.6211%
		5	8721 South Indian Gulch Cove (5525 W.)	.6211%
		6	8725 South Indian Gulch Cove (5525 W.)	.6211%
		6	8725 South Indian Gulch Cove (5525 W.)	.6211%
	36	1	8696 South Indian Gulch Cove (5525 W.)	.6211%
		2	8702 South Indian Gulch Cove (5525 W.)	.6211%
		3	8708 South Indian Gulch Cove (5525 W.)	.6211%
		4	8714 South Indian Gulch Cove (5525 W.)	.6211%
		5	8722 South Indian Gulch Cove (5525 W.)	.6211%
9	6	1	5544 West Geronimo Way (8810 S.)	.6211%
		2	5548 West Geronimo Way (8810 S.)	.6211%
		3	5552 West Geronimo Way (8810 S.)	.6211%
		4	5556 West Geronimo Way (8810 S.)	.6211%
		5	5562 West Geronimo Way (8810 S.)	.6211%
	7	1	5561 West Geronimo Way (8810 S.)	.6211%
		2	5555 West Geronimo Way (8810 S.)	.6211%
		3	5551 West Geronimo Way (8810 S.)	.6211%
		4	5547 West Geronimo Way (8810 S.)	.6211%
	14	1	8818 South Klondyke Drive (5555 W.)	.6211%
		2	8826 South Klondyke Drive (5555 W.)	.6211%
		3	8832 South Klondyke Drive (5555 W.)	.6211%
		4	8838 South Klondyke Drive (5555 W.)	.6211%
	15	1	5545 West Bull Creek Court (8815 S.)	.6211%
		2	5539 West Bull Creek Court (8815 S.)	.6211%
		3	5533 West Bull Creek Court (8815 S.)	.6211%
		4	5527 West Bull Creek Court (8815 S.)	.6211%
	16	1	5542 West Bull Creek Court (8815 S.)	.6211%
		2	5534 West Bull Creek Court (8815 S.)	.6211%
		3	5528 West Bull Creek Court (8815 S.)	.6211%
		4	5522 West Bull Creek Court (8815 S.)	.6211%
	17	1	8768 South Browns Park Drive (5555 W.)	.6211%
		2	8772 South Browns Park Drive (5555 W.)	.6211%
		3	8778 South Browns Park Drive (5555 W.)	.6211%
		4	8786 South Browns Park Drive (5555 W.)	.6211%
	22	1	8785 South Browns Park Drive (5555 W.)	.6211%
		2	8779 South Browns Park Drive (5555 W.)	.6211%
		3	8773 South Browns Park Drive (5555 W.)	.6211%
		4	8769 South Browns Park Drive (5555 W.)	.6211%

23	1	8788 South Big Bar Court (5535 W.)	.6211%
	2	8796 South Big Bar Court (5535 W.)	.6211%
	3	8802 South Big Bar Court (5535 W.)	.6211%
	4	8808 South Big Bar Court (5535 W.)	.6211%
24	1	8787 South Big Bar Court (5535 W.)	.6211%
	2	8793 South Big Bar Court (5535 W.)	.6211%
	3	8799 South Big Bar Court (5535 W.)	.6211%
	4	8805 South Big Bar Court (5535 W.)	.6211%
25	1	8768 South Placerville Cove (5585 W.)	.6211%
	2	8776 South Placerville Cove (5585 W.)	.6211%
	3	8782 South Placerville Cove (5585 W.)	.6211%
	4	8788 South Placerville Cove (5585 W.)	.6211%
26	1	8757 South Placerville Cove (5585 W.)	.6211%
	2	8763 South Placerville Cove (5585 W.)	.6211%
	3	8767 South Placerville Cove (5585 W.)	.6211%
	4	8773 South Placerville Cove (5585 W.)	.6211%
	5	8779 South Placerville Cove (5585 W.)	.6211%
	6	8785 South Placerville Cove (5585 W.)	.6211%
27	1	5493 West Telluride Cove (8750 S.)	.6211%
	2	5489 West Telluride Cove (8750 S.)	.6211%
	3	5484 West Telluride Cove (8750 S.)	.6211%
	4	5481 West Telluride Cove (8750 S.)	.6211%
28	1	5506 West Klondyke Drive (8765 S.)	.6211%
	2	5512 West Klondyke Drive (8765 S.)	.6211%
	3	5518 West Klondyke Drive (8765 S.)	.6211%
	4	5522 West Klondyke Drive (8765 S.)	.6211%
29	1	5511 West Bear Valley Cove (8740 S.)	.6211%
	2	5515 West Bear Valley Cove (8740 S.)	.6211%
	3	5519 West Bear Valley Cove (8740 S.)	.6211%
	4	5523 West Bear Valley Cove (8740 S.)	.6211%
30	1	5496 West Telluride Cove (8750 S.)	.6211%
	2	5492 West Telluride Cove (8750 S.)	.6211%
	3	5488 West Telluride Cove (8750 S.)	.6211%
	4	5486 West Telluride Cove (8750 S.)	.6211%
32	1	5512 West Bear Valley Cove (8740 S.)	.6211%
	2	5516 West Bear Valley Cove (8740 S.)	.6211%
	3	5522 West Bear Valley Cove (8740 S.)	.6211%
	4	5526 West Bear Valley Cove (8740 S.)	.6211%

EXHIBIT C

SITE PLAN

See attached.

EXHIBIT D

BYLAWS OF THE ASSOCIATION

See attached.

**BYLAWS
OF
COPPER HILLS
OWNERS ASSOCIATION, INC.**

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**BYLAWS
OF
COPPER HILLS
OWNERS ASSOCIATION, INC.**

The following Bylaws of the Copper Hills Owners Association, Inc., were adopted this ___ day of September, 2003.

ARTICLE ONE
NAME AND LOCATION

The name of the corporation is Copper Hills Owners Association, Inc., (the "Association"). The principal office of the Association shall be located at 919 South 220 East Salt Lake City, Utah 84108, but the meetings of Members and Trustees may be held at such places in Salt Lake County, State of Utah, as may be designated by the Board of Trustees.

ARTICLE TWO
APPLICATION OF BYLAWS

All present and future owners, mortgagees, lessees and occupants of any Unit or Condominium and any other persons who may use the facilities or the Project in any manner are subject to these Bylaws, the "Declaration of Covenants, Conditions and Restrictions of Copper Hills Condominiums" dated September ___, 2003 (the "Declaration"), and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit or Condominium shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with. Certain capitalized terms in these Bylaws shall be defined in accordance with the definition for such terms set forth in the Declaration.

ARTICLE THREE
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held on the second Tuesday of each January, at the hour of 7:00 o'clock p.m. at the Project or some reasonable location in Salt Lake County, Utah, or on such other annual date and time fixed by the Board of Trustees. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Trustees, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty percent (50%) or more of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Voting. At all meetings of Members, each Member may vote in person, by written ballot, or by proxy. Except as otherwise provided in Section 7 of this Article Three, in the event that ownership of a Unit is jointly held by two or more persons (each a "Joint Owner"), the Association may accept the vote of any one Joint Owner as the vote for such Unit, unless it receives written notice to the contrary from any of the other Joint Owners of such Unit. The Association may accept votes, consents, written ballots, waivers, proxy appointments, and proxy revocations of the Members in accordance with the provisions of UTAH CODE ANN. §16-6a-713.

Section 6. Action Taken Without a Meeting. Any action that may be taken at any regular or special meeting of the Association may be taken without a meeting if the following requirements are met:

6.1 A written ballot is distributed to every Member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Member to return the ballot to the Association.

6.2 The number of votes cast by ballot within the specified time under Subsection 6.1 equals or exceeds the quorum required to be present at a meeting authorizing the action.

6.3 The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

6.4 The written ballot distributed to Members affords an opportunity for the Member to specify a choice between approval and disapproval of each order of business proposed to be acted upon by the Association and further provides that the vote of the Members shall be cast in accordance with the choice specified.

In addition to the foregoing, any action that may be taken at any annual or special meeting of Members may be taken without a meeting and without prior notice if the requirements of UTAH CODE ANN. §16-6a-707 have been satisfied.

Section 7. Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing or which satisfies the requirements of UTAH CODE ANN. §16-6a-712. The instrument authorizing the proxy to act shall meet the requirements set forth in Subsection 6.4 above and shall indicate the name of the secretary of the Association, or such other officer or person or who may be acting as the secretary at the meeting to whom the proxy is to be given for the purpose of casting the vote to reflect the absent Member's vote as specified in the form of proxy. If a Unit is jointly held, the instrument authorizing a proxy to act must have been executed by all Joint Owners of such Unit or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

ARTICLE FOUR BOARD OF TRUSTEES, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Trustees of at least three (3) but no more than seven (7) trustees, who need not be Members of the Association (each a "Trustee")

Section 2. Term of Office. At the first annual meeting the Members shall elect at least one Trustee for a term of one (1) year, at least one Trustee for a term of two (2) years, and at least one Trustee for a term of three (3) years; and at each annual meeting thereafter the Members shall elect replacement Trustees for a term of three (3) years. Notwithstanding the foregoing, until such time as the Declarant (as defined in the Declaration) ceases to have the exclusive authority to appoint all Trustees, the Trustees shall be appointed by the Declarant.

Section 3. Removal. Any Trustee may be removed from the Board of Trustees, with or without cause, by a majority vote of the Members of the Association; provided, however, until such time as the Declarant ceases to have the exclusive authority to appoint all Trustees, a Trustee may only be removed by the Declarant. In the event of death, resignation or removal of a Trustee, his

successor shall be selected by the remaining Members of the Board of Trustees and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

Section 6. Vacancies. If a vacancy occurs on the Board of Trustees, including a vacancy resulting from an increase in the number of Trustees, the vacancy may be filled by the Members or by the Board of Trustees in accordance with UTAH CODE ANN. §16-6a-810.

ARTICLE FIVE NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board of Trustees prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected; provided, however, until such time as the Declarant ceases to have the exclusive authority to appoint all Trustees, the Trustees shall be appointed by the Declarant. Cumulative voting is not permitted.

ARTICLE SIX MEETING OF TRUSTEES

Section 1. Regular Meetings. The Board of Trustees shall hold a regular meeting at least quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of

the Board of Trustees. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two (2) Trustees, after not less than three (3) days' notice to each Trustee.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Trustees.

ARTICLE SEVEN
POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have power to:

1.1 Adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof,

1.2 Upon reasonable notice and the opportunity for a hearing to a Member, suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

1.3 Adopt and publish rules and regulations, the violation of which may impose a fine on a Member, and adopt the amount of fines and the procedures for giving notice and holding hearings with respect thereto;

1.4 Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles, or the Declaration;

1.5 Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

1.6 Employ a Manager, an independent contractor, and such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

2.2 Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

2.3 As more fully provided in the Declaration, to:

2.3.1 Fix the amount of the annual assessment against each Unit at thirty (30) days in advance of each annual assessment period;

2.3.2 Send written notice of each assessment to every Owner subject at least thirty (30) days in advance of each annual assessment period; and

2.3.3 Foreclose at its discretion the lien against any Unit for which assessments are not timely paid and/or to bring an action at law against the Owner personally obligated to pay the same.

2.4 Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Trustees for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

2.5 Procure and maintain adequate liability and hazard insurance on property owned by the association, and adequate officers and trustees indemnity insurance, and all other insurance required by the Declaration;

2.6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

2.7 Cause the Common Areas and the Condominium Building Exteriors to be maintained;

2.8 Permit First Mortgagees of Units in the Project to pay taxes or other charges which are in default and which may or have become a charge against the Common Areas of the Association, and such First Mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and such First Mortgagees, upon making such payments, shall be owed immediate reimbursement therefor from the Association; and

2.9 Assess and collect all assessments referred to or authorized in the Declaration.

ARTICLE EIGHT
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Trustees, a Secretary, and a Treasurer, and such other officers as the Board of Trustees may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Trustees and each shall hold office for one (1) year or until his or her successor is elected and has qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Trustees may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Trustees. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant Section 4 of this Article Eight.

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

President: The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; and shall sign all leases, mortgages, promissory notes, checks, deeds and other written instruments.

Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Trustees.

Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Trustees and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Trustees.

Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall, together with the President, sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, and deliver a copy of each to the Members.

ARTICLE NINE
INDEMNIFICATION OF OFFICERS AND TRUSTEES

The Association shall provide any indemnification required or permitted by the laws of Utah, including without limitation indemnification which may or is required to be provided pursuant to UTAH CODE ANN. §§16-6a-901 to 901, and shall indemnify Trustees, officers, agents and employees as follows:

Section 1. Third Party Litigation. The Association shall indemnify any Trustee or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was such Trustee or officer or an employee or agent of the Association, or is or was serving at the request of the Association as a trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Association Litigation. The Association shall indemnify any Trustee or officer of the Association who was or is a party or is threatened to be made a party to any threatened, pending,

or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was such a Trustee or officer of an employee or agent of the Association, or is or was serving at the request of the Association as trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

Section 3. Expenses. To the extent that a Trustee or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 or 2 of this Article Nine, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Section 4 of this Article Nine.

Section 4. Determination of Right to Indemnity. Any indemnification under Section 1 or 2 of this Article Nine (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Trustee or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or 2 of this Article Nine. Such determination shall be made (i) by the Board of Trustees of the Association by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, and such a quorum of disinterested Trustees so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

Section 5. Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Trustee or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article Nine.

Section 6. Other Indemnification Rights. Agents and employees of the Association who are not Trustees or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Trustees of the Association.

Section 7. Benefited Parties. Any indemnification pursuant to this Article Nine shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue

as to a person who has ceased to be a Trustee or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE TEN
COMMITTEES

The Association shall appoint a nominating committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose, and may delegate to such committees the authority to act for the Board of Trustees in a manner not inconsistent with the Articles, these Bylaws, the Declaration, or applicable law.

ARTICLE ELEVEN
BOOKS AND RECORDS

Section 1. Accounting.

1.1 The books and accounts of the Association shall be kept in accordance with reasonable accounting procedures used by similar condominium projects under the direction of the Treasurer.

1.2 At the close of each fiscal year, the books and records of the Association shall be reviewed by an independent public accountant approved by the Association and distributed to all Owners.

Section 2. Inspection of Records. The membership register, books of account and minutes of meetings of the Association, of the Board of Trustees and of committees of the Board of Trustees, and all other records of the Project maintained by the association or Manager shall be made available for inspection and copying by any Member of the Association or his duly appointed representative at any reasonable time and for a non-commercial purpose reasonably related to his interest as a Member, at the office where the records are maintained. Upon receipt of an authenticated written request from a Member along with the fee prescribed by the Board of Trustees to defray the costs of reproduction, the Manager or other custodian of records of the Association shall prepare and transmit to the Member a copy of any and all records requested. The Board of Trustees shall establish reasonable rules with respect to:

2.1 Notice to be given to the custodian of the records by the Member desiring to make the inspection;

2.2 Hours and days of the week when such an inspection may be made; and

2.3 Payment of the cost of reproducing copies of documents requested by a Member.

Every member of the Board of Trustees, subject to the conditions set forth above, shall have the absolute right at any reasonable time to inspect and make copies of all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association.

ARTICLE TWELVE
ASSESSMENTS

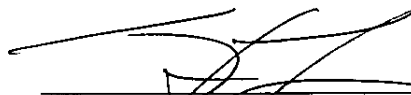
All assessments shall be made in accordance with the general provisions of Article V of the Declaration. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours. In accordance with the actions of the Board of Trustees in assessing Common Expenses against the Units and Owners, the Treasurer shall keep an accurate record of such assessments and of the payments thereof by each Owner.

ARTICLE THIRTEEN
AMENDMENTS

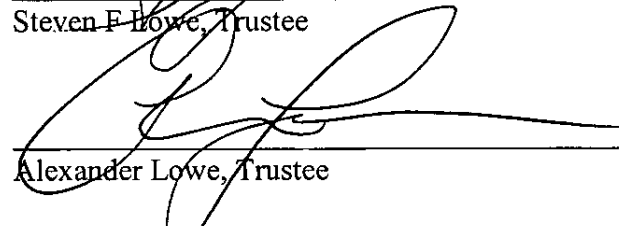
Section 1. Amendment Procedure. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of the Members present in person or by proxy. These Bylaws may also be amended by the Trustees as provided in the UTAH CODE ANN. §16-6a-1010, as amended.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

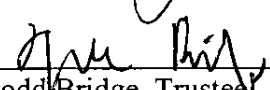
IN WITNESS WHEREOF, we, being all of the original Trustees of Copper Hills Condominiums Owners Association, Inc., have hereunto set our hands this ____ day of September, 2003.



Steven F. Howe, Trustee



Alexander Lowe, Trustee



Todd Bridge, Trustee