

**AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
THE PINNACLE AT DEER VALLEY CONDOMINIUM
A Utah Expandable Condominium Project**

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Declaration PAGE 1/79

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

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- A—Description of Property
- B—Description of First Additional Land
- C—Amended and Restated Bylaws
- D—Percentage Interests of Unit Owners

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AMENDED AND RESTATED
CONDOMINIUM DECLARATION

FOR

THE PINNACLE AT DEER VALLEY CONDOMINIUM
a Utah Expandable Condominium Project

THIS AMENDED and RESTATED CONDOMINIUM DECLARATION FOR THE PINNACLE AT DEER VALLEY CONDOMINIUM is made and executed by the Pinnacle Homeowners Association, Inc., a Utah nonprofit corporation, pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated §§57-8-1 through 57-8-36 (Repl. Vol. 1974) (Supp. 1981), for itself, its successors, grantees and assigns.

ARTICLE I.

RECITALS

WHEREAS, pursuant to that certain Condominium Declaration for the Pinnacle at Deer Valley, a Utah Expandable Condominium Project, recorded on December 15, 1982 as Entry No. 194264, Book M242, beginning at page 486, official records of the Summit County, Utah, Recorder (the "Declaration"), RDG Associates, a Utah limited partnership submitted that certain real property described on Exhibit "A" attached hereto, and all buildings and other improvements then, now, or hereafter constructed thereon, together with all appurtenances thereto, to the provisions of the Act as an expandable condominium project, and to the provisions of the Declaration;

WHEREAS, RDG Associates filed a First Expansion Amendment and a certain First Supplemental Record of Survey Map dated August 8, 1983, consisting of 5 sheets, prepared and certified by John Demkowicz, a duly registered Utah Land Surveyor (the "First Supplemental Record of Survey Map"), to submit that certain real property described on Exhibit "B" attached thereto, and all buildings and other improvements now or hereafter constructed thereon, together with all appurtenances thereto (the "First Additional Land") to the provisions of the Act as an expandable condominium project, and to the provisions of the Declaration;

WHEREAS, the Management Committee recorded an amendment to the Declaration, dated October 1, 1996, revising certain definitions in Article II.2(c) of the Declaration;

WHEREAS, the Management Committee recorded an amendment to the Declaration, dated February 24, 2000, revising Article VII(d) of the Declaration; and

WHEREAS, the Management Committee deems it desirable to amend and restate the Declaration, has submitted this Declaration to the Members for approval and all of the voting requirements have been satisfied;

NOW, THEREFORE, for such purposes, the Management Committee, as the governing board of the Association hereby makes the following Amended and Restated Declaration containing covenants, conditions and restrictions relating to this condominium project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land.

ARTICLE II.

DEFINITIONS

(a) Name.

The name by which the Condominium Project shall be known is THE PINNACLE AT DEER VALLEY, a Utah Expandable Condominium Project.

(b) Definitions.

The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this Section 2.

(i) The word "Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, Sections 57-8-1 through 57-8-36 (Repl. Vol. 1974) (Supp. 1981), as amended.

(ii) The words "Association of Unit Owners" or "Association" shall mean and refer to the Utah nonprofit corporation formed under the name "The Pinnacle Homeowners' Association" to manage the affairs of the Project, in accordance with this Declaration and the Articles of Incorporation and Bylaws attached hereto as Exhibit "C", which Articles and Bylaws are hereby incorporated herein.

(iii) The word "Board of Directors" shall mean and refer to the Management Committee.

(iv) The word "Capital Improvement" shall mean and refer to all new improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

(v) The term "Common Areas and Facilities" shall mean and refer to:

- (1) The land described on Exhibits A and B attached hereto;
- (2) That portion of the Property not specifically included in the respective Units as herein defined;
- (3) All foundations, columns, girders, beams, supports, main walls, roofs, sewer fixtures and equipment, electrical equipment, whether or not located within a Unit, yards, gardens, fences, service and parking areas and in general all other apparatus,

installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the foregoing or normally in common use;

- (4) Those areas specifically set forth and designated in the Map as "Common Area" or "Limited Common Area"; and
- (5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

(vi) The words "Common Expenses" shall mean and refer to: all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities (including Limited Common Areas) including an adequate reserve fund for maintenance, repair and replacement of those Common Areas and Facilities that must be replaced on a periodic basis; all expenses of operating, maintaining and replacing the mechanical equipment serving the Common Area; all charges for utilities furnished to the Common Areas and Facilities including but not limited to electricity, gas, sewer charges, water charges, and the like; those charges for utilities furnished to the Units which are to be treated as common expenses as provided in Article XVII(b), all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Articles of Incorporation, the Bylaws, and such rules and regulations pertaining to the Condominium Project as the Association of Unit Owners or the Management Committee may from time to time adopt; and such other expenses incurred pursuant to agreements lawfully made and/or entered into by the Management Committee.

(vii) The word "Condominium" shall mean and refer to a single unit in this Condominium Project together with an undivided interest in common with other unit owners in the Common Areas and Facilities of the Property, and together with all other appurtenances belonging thereto as described herein.

(viii) The word "Condominium Plat" shall mean the Map.

(ix) The words "Condominium Project" or sometimes the "Project" shall mean and refer to the entire Property, as defined above, together with all rights, obligations and organizations established by this Declaration.

(x) The term "Declarant" shall mean the Pinnacle Homeowners Association, Inc., its successors and assigns.

(xi) The word "Declaration" shall mean this instrument, as amended from time to time, by which The Pinnacle at Deer Valley has been established as a Condominium Project.

(xii) The word "Eligible Insurer" shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

(xiii) The word "Eligible Mortgagee" shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

(xiv) The word "Eligible Votes" shall mean and refer to those votes available to be cast on any issue before the Association or the Committee. A vote which is for any reason suspended is not an "eligible vote".

(xv) The word "Guest" shall mean and refer to a guest, visitor or invitee.

(xvi) The words "Individual Charges" shall mean and refer to a charge levied by the Management Committee against an Owner or Guest for all expenses resulting from the act or omission of such Owner or Guest, excepting the Owner's failure to pay any Assessment. The act or negligence of any Guest shall be deemed to be the act or negligence of the Owner responsible for the Guest. Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Owner or Guest: (1) The cost to repair any damage to any portion of the Project on account of loss or damage caused by such Owner or Guest; (2) The cost to satisfy any expense to any other Owner or Owners or to the Association due to any intentional or negligent act or omission of such Owner or Guest, or resulting from the breach by such Owner or Guest of any provisions of the Governing Documents; (3) Any transient occupancy tax, sales tax, use tax or other tax levied pursuant to the laws of the State of Utah and payable by any Owner or Guest which the Association is or shall be required or entitled to collect on behalf of the levying authority, although this subsection is not considered an acknowledgment that any such tax may be levied; (4) Administrative costs and expenses incurred by the Committee in enforcing the Project Documents; (5) Any other fine, charge, fee, due, expense, or cost designated as an Individual Charge in the Project Documents or by the Management Committee; and (6) Attorneys fees, interest, and other charges relating thereto as provided in this Declaration.

(xvii) The words "Limited Common Area" shall mean and refer to those portions of the Common Areas and Facilities reserved for the exclusive use of certain Unit Owners, as specified herein. The Limited Common Areas shall be the driveways, parking stalls, garages, balconies, patios and decks (including any expanded decks and gates) that are adjacent to, contiguous with and open into the Units, as more particularly identified in the Map. The use and occupancy of the Limited Common Areas shall be reserved to its associated Unit, and each Unit Owner is hereby granted an irrevocable license to use and occupy the same, in accordance with any rules and regulations adopted by the Management Committee, so long as such Owner owns the Unit associated with such Limited Common Area.

(xviii) The words "Management Committee" or "Committee" shall mean and refer to the committee as provided in this Declaration and the Bylaws hereto attached as Exhibit "C". The members of said Committee shall also constitute the Management Committee of The Pinnacle Homeowners Association, a Utah Nonprofit Corporation. Said Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

(xix) The term "Manager" shall mean and refer to the person, persons or corporation selected by the Management Committee to manage the affairs of the Condominium Project.

(xx) The word "Map" shall mean and refer to the Record of Survey Map of The Pinnacle Condominiums and the First Supplemental Record of Survey Map previously recorded in connection with the Project.

(xxi) The word "Mortgage" shall mean and include both a mortgage on any Condominium Unit and a deed of trust on any Condominium Unit. The words "First Mortgage" shall mean a Mortgage, the lien of which is prior and superior to the lien of any other Mortgage on the same Unit.

(xxii) The word "Mortgagee" shall mean and include both the mortgagee under a mortgage on any Condominium Unit and the beneficiary under a deed of trust on any Condominium Unit. The words "First Mortgagee" shall mean the Mortgagee under a First Mortgage on any Unit.

(xxiii) The word "Original Declarant" shall mean RDG Associates, a Utah limited partnership.

(xxiv) The word "Permittee" shall mean and refer to a Guest, family member, tenant, lessee, renter, resident, occupant or other non-Owner occupant.

(xxv) The words "Project Documents" shall mean and refer to the Declaration, By Laws, Rules and Regulations, and Articles of Incorporation.

(xxvi) The word "Property" shall mean and include the land, described in Article I, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

(xxvii) The word "Repair" shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

(xxviii) The word "Unit" shall mean and refer to one of the Units, which is designated as a Unit on the Map, and more particularly described in Article V© hereof.

(xxix) The words "Unit Number" shall mean and refer to the number or letter or combination thereof designating the Unit in the Declaration and in the Map.

(xxx) The words "Unit Owner" or "Owner" shall mean the entity, person or persons owning a Unit in the Condominium Project in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Summit County, Utah. The term Unit Owner or Owner shall not mean or include a

mortgagee or beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(xxxii) The words "Utility Services" shall include, but not be limited to, snow removal, cable television, power, telephone, gas, culinary water, trash collection, storm water and sewage disposal.

(xxxiii) The words "Visible From a Neighboring Property" shall mean with respect to any object, that such object is or would be visible to an individual 6' tall, standing at ground level on any portion of the neighboring property.

Those definitions contained in the Act, to the extent they are applicable hereto and nor inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

ARTICLE III.

SUBMISSION TO CONDOMINIUM OWNERSHIP

Declarant hereby re-submits the Property to the provisions of the Act as a Condominium Project, and this Declaration is re-submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to the property.

ARTICLE IV.

COVENANTS TO RUN WITH THE LAND

This Declaration contains covenants, conditions and restrictions relating to the Project which are and shall be enforceable equitable servitudes which shall run with the land and be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, personal representatives, devisees and assigns.

ARTICLE V.

DESCRIPTION OF PROPERTY

(a) Description of Land. The land is that tract or parcel in Summit County, Utah more particularly described in Article I of this Declaration.

(b) Description of Improvements. The Project has been constructed in accordance with the information contained in the Map. The buildings are of wood, metal and stone construction, and contain a total of eighty-six (86) townhouse style Units, each of which contain either two or three bedrooms. Electricity, gas and water are separately metered to each Unit. Each Unit is equipped with carpet, range, oven, refrigerator, disposal, dishwasher, a hot tub, a fireplace and a patio or balcony. Heating and hot water are provided for each Unit by radiant heat and a hot water heater in each Unit. Disposal of garbage will not be separately billed and

will be paid as a common expense. The Project also includes landscaping and parking areas. The Project will be subject to the easements which are reserved through the Project and as may be required for Utility Services and to all other easements described in Article XII hereof or shown on the Map.

(c) Description and Legal Status of Units. The Map and Exhibit "D" hereto show the Unit Number of each Unit, its location, and the Common Areas and Facilities to which it has access. All Units shall be capable of being independently owned, encumbered and conveyed.

Each Unit shall include that part of the building which lies within the boundaries of the Unit, which boundary shall be determined in the following manner:

(i) The upper boundary shall be the plane of the lower unfinished surface of the ceiling;

(ii) The lower boundary shall be the plane of the upper unfinished surface of the floor; and

(iii) The vertical boundaries of the Unit shall be (A) the interior unfinished surface of the outside walls of the building bounding a Unit; and (B) the interior unfinished surface of any interior bearing walls bounding a Unit.

(iv) Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit.

(d) Description of Common Areas and Facilities. Except as otherwise in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions to the Declaration and the Map, and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:

(i) all structural parts of the building including, without limitation, foundations, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(ii) driveways, parking areas, lawns, patios, shrubs, trees, service areas, sewer lines; electrical equipment and lines; streets (which shall remain in private ownership);

(iii) any utility or heating pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;

(iv) all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;

(v) all repairs and replacements of any of the foregoing. Glass replacement in each Unit shall be the responsibility of the Owner of the Unit unless covered by insurance maintained by the Association. The general rule regarding responsibility for repair and replacement of items associated with a Unit is that if it is described in clauses (i) through (iii) above it is the responsibility of the Association; otherwise it is the responsibility of the Owner. By way of illustration and not as a limitation, replacement of boilers, furnaces, air conditioning equipment and related equipment, and appliances are the responsibility of the Owner of the Unit. Likewise, replacement of pipes and damages caused by leaks from broken pipes in the interior walls or areas of a Unit, in contrast to the load bearing and outer walls of a Unit, are the responsibility of the Owner of the Unit and not the Association.

ARTICLE VI.

STATEMENT OF PURPOSE AND RESTRICTION ON USE

(a) Purpose. The purpose of the Condominium Project is to provide residential housing space for Unit Owners and their Permittees; and to provide parking space for use in connection therewith, all in accordance with the provisions of the Act.

(b) Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth.

(i) Each of the Units shall be occupied only as a residence and for no other purpose. No business shall be operated in or from any Unit other than the rental of the Unit itself, subject to applicable zoning and business regulation laws and ordinances (see subsection (xv) below). No Unit may be sold, marketed or operated as a timeshare, private residence club, fractional ownership interest or similar arrangement. Notwithstanding the foregoing sentence, Unit 1321, which was previously permitted to operate as a private residence club, may continue to do so long as the number of slots or units does not exceed six (6). Each parking area shall be used for the parking or storage of operable motor vehicles and for no other purpose. The Common Areas and Facilities shall be used only for the purposes for which they are intended.

(ii) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the building or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the building, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law or regulation of any governmental authority.

(iii) No Unit Owner shall cause or permit anything (including, without limitation, an awning, canopy, shutter, storm door or screen door) to hang, be displayed, be visible or otherwise be placed on the exterior walls or roof of any building or any part thereof, or on the outside of windows or doors, without the prior written consent of the Management Committee. No sign of any kind shall be displayed to the public view on or from any residential Unit or the Common Areas unless it is for the common benefit of all Unit owners, and approved in advance by the Management Committee.

(iv) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may bother, annoy, disturb or embarrass the other Unit Owners or Permittees, or interfere with their right to the quiet and peaceful enjoyment of their property.

(v) Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.

(vi) Common household pets may be kept in any Unit and allowed on any of the Common Areas in the Project, subject to any to rules and regulations established by the Management Committee. No pets may be bred and raised in any Unit, and no other animals may be kept or allowed in any Unit or on any of the Common Areas. All pets must be properly licensed and registered with the appropriate governmental agency, abide by all pet rules and regulations adopted by the Management Committee from time to time. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to the property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; and (f) it molests or harasses passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area. The Management Committee may require a pet deposit or a pet registration fee.

(vii) The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

(viii) 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 and Facilities without the prior written consent of the Management Committee.

(ix) It shall be the responsibility of each Owner to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes but is not limited to the following: The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about his Unit or the Common Areas; Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Condominium Project by other residents, their guests or invitees; creating or allowing unreasonable amounts of noise or traffic in, on or about any Unit or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.

during the week and midnight and 8:00 a.m. during weekends; and drug houses and drug dealing; the unlawful sale, manufacture, service, storage, distribution, dispensing or acquisition occurs of any controlled substance; gambling; criminal activity; parties which occur frequently which bother, annoy or disturb other reasonable residents or interfere with their quiet and peaceful enjoyment of the premises; prostitution; or other violation of U.C.A., Section 78-38-9 (1999) as amended or supplemented.

(x) All rubbish, trash, refuse, waste, dust, debris and garbage shall be deposited in sealed plastic bags or other authorized containers, shall be regularly removed from the Unit, not being allowed to accumulate therein so as to create a sanitation, health or safety hazard, and shall be disposed of within dumpsters provided by the Association.

(xi) No Unit may be subdivided.

(xii) The elements of a Unit and other rights appurtenant to the ownership of a Unit, including interest in Common Areas and Facilities and Limited Common Areas and Facilities, if any, are inseparable, and each Owner agrees that he shall not, while this Declaration is in effect, make any conveyance of less than an entire Unit and such appurtenances. Any conveyance made in contravention of this subsection, including under any conveyance, encumbrance, judicial sale or other transfer (whether voluntary or involuntary) shall be void.

(xiii) The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

(xiv) No Owner or Permittee shall place upon any part of the Project any temporary structures, including but not limited to dog runs, storage units, tents, trailers and sheds or their equivalent, without the prior written consent of the Committee; provided, however, tents may be allowed for up to forty-eight (48) hours by unit owners in their Limited Common Areas or the Common Area immediately adjacent to their buildings.

(xv) No Owner or Permittee may operate a commercial trade or business in or from his Unit with employees of any kind or with customers who are not Permittees of the Project, or which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Unit. No commercial trade or business may be conducted in or from a Unit unless:

(1) the business activity conforms to all home occupation and zoning requirements governing the Project;

(2) the operator has a city issued business license;

(3) the business activity satisfies the Home Occupation Guidelines adopted by the Management Committee (if any), as they may be modified from time to time; and

(4) the Owner or Permittee has obtained the express prior written consent of the Management Committee. Notwithstanding the foregoing, the leasing of a Unit shall not be considered a trade or business within the meaning of this subsection.

(xvi) Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

(1) The parking rules and regulations adopted by the Committee from time to time;

(2) The parking areas are not designed for recreational, commercial or oversized motor vehicles and the Management Committee has the right to make rules and regulations restricting or prohibiting their use. Unless otherwise determined by the Management Committee, all recreational, commercial and oversized Vehicles shall be parked outside the Project, except for purposes of loading and unloading.

(3) No motor vehicle or trailer may be parked or stationed in such a manner so as to create a potentially dangerous situation.

(4) Except for purposes of loading and unloading, no motor vehicle or trailer, including a recreational, commercial or oversized Vehicle, may be parked or stationed in such a manner so as to create an obstacle or along any street or road, or in front of any garage, walkway, driveway, Building or Unit, or in an unauthorized Common Areas.

(5) Permittees may only park their motor vehicles within their designated garages, covered parking spaces, or in other designated Common Area parking stalls.

(6) Permittees may not park their motor vehicles in red zones, fire lanes, guest or visitor parking, or other unauthorized areas.

(7) Visitors or guests shall park their motor vehicles in Common Areas designated for Guest or visitor parking.

(8) No Owners or Permittees shall repair or restore any vehicle of any kind in, on or about any Unit or the Common Area, except for emergency repairs, and then only for a seventy-two (72) hour period to enable movement thereof to a proper repair facility.

(9) No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonable parked in the garage as originally designed and constructed.

(10) No motor vehicle shall be parked in such a manner as to inhibit or block access to a Unit, garage, covered parking space, uncovered parking space, entrance, exit, or parking area.

(11) No damaged vehicle (the cost of repair for which will exceed an amount established or to be established by the Management Committee) may be parked so as to be Visible From A Neighboring Property.

(12) The Management Committee may establish reserved parking areas, tow zones and automatic tow zones.

(13) All parking areas shall be used solely for the parking and storage of motor vehicles actually used for personal transportation; that is, driven for a purpose other than merely satisfying this requirement at least every 72 hours.

(xvii) Antennas and satellite dishes shall be prohibited within the Property,

except:

(1) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter or diagonal measurement;

(2) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or

(3) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is: (a) located in the attic, crawl space, garage, or other interior spaces of the Unit or another approved structure on the Property, so as not to be visible from outside the Unit or other structure; and (b) attached to or mounted in the Limited Common Area immediately adjacent to the Unit, such as a balcony, deck or patio in the rear of the building, and extending no higher than the eaves of that portion of the roof of the Unit directly in front of such antenna. The Management Committee may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device in the authorized areas.

(xviii) No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any residential structure on a Unit. Sun shades are not allowed on the exterior of any Building, unless the color, style, construction material and uniformity of appearance is approved by the Management Committee.

(xix) All windows and window panes in the Project shall be harmonious, and comparable in size, design and quality so as not to detract from uniformity in appearance and quality of construction.

(xx) No structural alterations, plumbing, electrical or similar work within the Common Areas or Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Management Committee.

(xxi) Chimes, dream catchers, bells, tubes or other objects hung vertically outside the Unit which ring, strike or otherwise produce musical sounds or harmony heard by other Permittees are prohibited, unless approved by the Management Committee.

ARTICLE VII.

PERSON TO RECEIVE SERVICE OF PROCESS

The person to receive service of process in the cases provided herein or in the Act is the President of the Association. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

ARTICLE VIII.

OWNERSHIP AND USE

(a) Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of the undivided interest in the Common Areas and Facilities shown on Exhibit D.

(b) Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. Subject to subparagraph (c) below, there shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships or trusts and in the form of common or joint tenancy.

(c) Prohibition against Subdivision and Timeshare of Unit. Except as provided in Article VI above, no Unit Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map. No Unit shall be divided into timeshares, private residence club, fractional ownership interest or similar arrangement.

(d) Restrictions on Leasing of Unit. With the exception of a First Mortgagee in possession of a Unit following a default in a First Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Articles and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any Unit Owner to lease his Unit.

(e) Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in Article V(d) of this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. The percentage interest in common areas appurtenant to each Unit and set forth on Exhibit "D" has been determined on the basis of the square footage of the Unit as set forth on the Map and in Exhibit "D" divided by the total square footage of all Units in the Project. No fractional ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a fraction of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. A Unit Owner's fractional ownership interest in the Common Areas and Facilities shall be the same for all purposes, including voting and assessment of common expenses.

(f) Use of Common Areas and Facilities. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project, subject to the Declaration, Articles and Bylaws. This right of use shall be appurtenant to and run with each Unit.

ARTICLE IX.

LIMITED COMMON AREAS

Each Unit Owner shall be entitled to the exclusive use and occupancy of the Limited Common Areas, of the patio, balcony, deck (including expanded decks and gates) and the parking area and/or garage near or adjacent to his Unit as shown on the Map, or to be set forth in the initial instrument of conveyance and on Exhibit D, subject, however, to the same restrictions on use which apply generally to the Common Areas and Facilities and to Rules and Regulations to be promulgated by the Management Committee as authorized in the Bylaws. Such right to use the Limited Common Areas shall be appurtenant to and contingent upon ownership of the Unit associated therewith, and even though not specifically mentioned in the instrument of transfer, shall automatically pass to the grantee or transferee of such Unit. Such right of use shall not be revocable, nor may it be voluntarily or involuntarily relinquished, waived, or abandoned. Normal Repairs to expanded decks and gates constituting Limited Common Areas shall be the responsibility of the Association. Major repairs to such areas shall be the responsibility of the Unit Owners.

ARTICLE X.

VOTING – MULTIPLE OWNERSHIP

The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit. The voting rights attributable to each Unit shall vest when the first assessment for common expenses is levied against such Unit. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately

made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

ARTICLE XI.

MANAGEMENT

(a) Management Committee. The business, property and affairs of the Project shall be managed, operated and maintained by the Management Committee as agent for the Unit Owners. The Management Committee shall, in connection with its exercise of any of the powers delineated in paragraphs (i) through (x) below, constitute a legal entity capable of dealing in its own name. The powers and duties of the Management Committee shall include, but not be limited to, the following:

(i) the authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas and Facilities;

(ii) the authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment;

(iii) the power to sue and be sued;

(iv) the authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;

(v) the power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;

(vi) the authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Unit Owners;

(vii) the power and authority to enforce the provisions of this Declaration, the Bylaws, the rules and regulations promulgated by the Management Committee, and other instruments for the ownership, management and control of the Project, including the authority to initiate and execute disciplinary proceedings against Owners for violations of the provisions of such instruments;

(viii) the power and authority to fine and sanction Owners for violations of the Project Documents;

(ix) the power and authority to temporarily suspend an Owner's right to use the recreational amenities after notice and hearing for a violation of the Project Documents, including the non-payment of assessments; and

(x) the power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(b) Composition of Management Committee. The Management Committee shall be composed of five (5) natural persons, who must be Owners or the legal agents of Owners other than individuals. Voting for the members of the Management Committee shall be by secret written ballot. For the election of members of the Management Committee cumulative voting is allowed; that is, the Owner of each Unit shall be entitled to cast the number of votes equal to his percentage of undivided ownership in the Common Areas and Facilities multiplied by the number of Committee seats to be filled. The Management Committee shall be elected by the Members of the Association, and at each election, the persons receiving the greater number of votes, up to the number of members of the Management Committee then to be elected, shall be the persons then elected.

(c) Number and Term of Office.

(i) Until this Article XI(c) is amended by a resolution duly adopted by the Management Committee or the Members of the Association, the number of members of the Management Committee shall be five (5). Each of the members of the Management Committee shall hold office until his or her successor shall have been duly elected and shall qualify or until he or she shall resign or shall have been removed in the manner provided in the Declaration, the Bylaws or Utah law.

(ii) The Management Committee shall be divided into three classes. Such classes shall be as nearly equal in number of directors as possible with the term of office of one class expiring each year. Subject to the following, at each annual meeting of the Members of the Association, the successors to the class of members of the Management Committee whose term shall then expire shall be elected to hold office for a term expiring at the third succeeding annual meeting of Members of the Association. At the first annual meeting at which members of the Management Committee are to be elected after adoption of this Amended and Restated Condominium Declaration, Class I members shall be elected for a term of 1 year; Class II members shall be elected for a term of 2 years and Class III members shall be elected for a term of 3 years.

(d) Resignation and Removal. A Committee member may resign at any time by delivering a written resignation to the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Committee member who has been

elected by Members of the Association may be removed from office prior to the expiration of his or her term by the vote of a majority of the voting power of the Association. Upon any resignation or removal of a Committee member, the resigning or removed member shall also cease to be a Trustee of the Association.

(e) Vacancies and Additional Committee Members. If vacancies shall occur in the Management Committee by reason of death or resignation of a Committee member, the Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Committee members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Committee member by the Association may be filled by election at the meeting at which such Committee member is removed or any subsequent regular or special meeting of the Association. The Management Committee is not authorized to fill any vacancies on the Committee resulting from the removal of a Committee member. Any Committee member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his or her predecessor.

(f) Responsibility. The Management Committee shall be responsible for the control, operation and management of the Project in accordance with the provisions of the Act, this Declaration, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by said Committee.

(g) Approval Required. The Management Committee shall not take any of the following actions except with the vote or written consent of a majority of the total voting power of the Association:

(i) entering into a contract with a third person wherein the third person will furnish goods or services for the Common Areas and Facilities or the Association for a term longer than one year with the following exceptions:

(1) a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Service Commission (public utilities commission); provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(2) prepaid casualty and/or liability insurance policies of not to exceed three years duration, provided that the policy permits for short rate cancellation by the insured.

(ii) incurring aggregate expenditures for capital improvements to the Common Areas and Facilities in any fiscal year in excess of ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, unless such expenditures have been budgeted and adequate reserves therefor have been created;

(iii) selling during any fiscal year property of the Association having a fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(iv) paying compensation to members of the Management Committee or to offices of the Association for services performed in the conduct of the Association's business; provided, however, that the Management Committee may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association; and

(v) filling a vacancy on the Management Committee created by the removal of a Management Committee Member.

(h) Additional Facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

(i) Name. The Management Committee shall be known as The Pinnacle Management Committee.

(j) Manager. The Committee may carry out through a Project Manager any of its functions which are properly the subject of delegation. Any manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the Project or any other contract providing for services of the Declarant which may be entered into by the Management Committee or the Association shall call for a term not exceeding one (1) year and shall provide that such management agreement may be terminated by the Management Committee or by the Association without cause and without payment of a termination fee upon not in excess of thirty (30) days written notice.

ARTICLE XII.

EASEMENTS

(a) Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit or reasonably accessible only through such Unit.

(b) In the event that, by reason of the construction, repair, reconstruction, settlement, movement or shifting of any part of the Project, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of

the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners occurring after the date on which this Declaration is recorded.

(c) A temporary construction easement to the Declarant, for itself and its affiliates and assignees, over, under, across and through the Project for the purpose of doing all things that are reasonably necessary as a part of the maintenance, repair or replacement of the Common Area and Facilities. The Owners do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their Lots and Homes until all improvements are complete, and such Owners do hereby waive any right to object to such construction activity; provided, however, Declarant shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Owners and Units. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the Use Restrictions.

(d) A non-exclusive easement to the Declarant, for itself and its affiliates and assignees, to install, place, construct, operate, maintain, repair and replace all types of telecommunication facilities, including but not limited to roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Declarant further reserves a right of access to the Locations of Facilities over, across, under and through the Project in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement or other conveyance, the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without any additional consents.

(e) A non-exclusive easement to the Declarant, and its affiliates and assignees, over, across, through and under the Property for ingress to, egress from, and installation, replacement, repair and maintenance of, all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity and cable communication that service the Property or any portion thereof as well as any such lines and systems which service property owned by the Declarant.

ARTICLE XIII.

CHANGE IN OWNERSHIP

The Management Committee shall maintain up-to-date records showing the name of each Owner, the address of such Owner, and the Unit which is owned by him. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Management Committee 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 Summit County, Utah. The Management Committee 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 Management Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Summit County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such Owner unless the Management Committee is otherwise advised. An Owner (other than a mortgagee in possession pursuant to foreclosure or deed in lieu of foreclosure) who

fails to so furnish the above information shall continue to be liable for monthly assessments of common expenses even after transferring ownership of the Unit.

ARTICLE XIV.

ASSESSMENTS

Every Unit Owner shall pay his proportionate share of the common expenses, calculated according to the provisions of Article XVIII (c) hereof. Payment thereof shall be in such amounts and at such times as the Management Committee determines in accordance with the Act, the Declaration or the Bylaws. There shall be a lien for nonpayment of common expenses as provided in the Act.

ARTICLE XV.

DESTRUCTION OR DAMAGE

In the event of destruction or damage to part or all of the improvements in the Condominium Project, the procedures of this Article shall apply.

(a) If the proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Unit Owners shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest in the common areas, said assessment becoming a lien on the Units as provided in the Act.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% of the entire undivided ownership interest in the common areas of the Project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% of the entire undivided ownership interest in the common areas of the Project, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Summit County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (Repl. Vol. 1974) (Supp. 1981), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this Article shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Article regarding the extent of damage to or destruction of Project improvements shall be made as follows:

The Management Committee shall select three appraisers; each appraiser shall independently estimate the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Article shall be the median of the three estimates.

ARTICLE XVI.

TAXES

It is understood that under the Act each Unit, together with its fraction of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his Condominium. All taxes, assessments and charges which may become liens prior to any First Mortgage shall relate only to the individual Unit against which they are assessed and not to the Project as a whole. All taxes or other assessments which are or could become liens on the Common Areas and Facilities, or any portion thereof, shall be paid by the management Committee from the assessments levied upon Unit Owners.

ARTICLE XVII.

INSURANCE

Insurance. The Board of Directors may adopt General Insurance House Rules, Policies and Procedures intended as a guide for owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners.

(a) Insurance Obligation of the Association. The Association shall obtain the following insurance coverage (collectively, "Association Master Policy"):

(i) Public Liability. Public liability coverage for the Common Areas and Facilities;

(ii) Common Area and Facilities. Property, fire and extended hazard coverage for all Common Areas, Elements and Facilities;

(iii) Buildings and Units. Property, fire and extended hazard coverage for all Buildings that contain more than one Unit, including any improvement which is a permanent part of a Building and is considered Common Area, Elements and Facilities;

(iv) D&O. Directors and officers coverage; and

(v) Fidelity Bond. A fidelity bond.

The Association Master Policy **does not** cover the contents or the personal property in the Unit or belonging to the Unit Owner or renter (as defined below), or personal liability. Coverage C (as that term is defined by the standard homeowners insurance policy) – Personal Property is excluded from the Association Master Policy. The Association is **not required** to cover property, fire or hazard insurance on a Unit or loss of business, rents or rental income although it expressly reserves and is hereby granted the right to obtain such and other coverage for its benefit. Earthquake insurance is optional.

(b) Minimum Amount of Insurance Coverage. The liability insurance purchased by the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and optional umbrella liability coverage to be determined by the Board of Directors from time to time for bodily injury, death, and property damage. This amount may be increased or decreased unilaterally by the Board of Directors.

(c) Name Association as “Loss Payee” or “Additional Insured.” Any insurance policy obtained independently by a Neighborhood Association, if any, shall name the Association as a certificate holder, additional insured and/or loss payee if applicable.

(d) Premium a Common Expense. The premiums for insurance coverage and the fidelity bond are to be considered a Common Expense.

(e) Insurance Obligation of Unit Owner. The foregoing obligation and right of the Association to purchase insurance coverage DOES NOT preclude the right or negate the obligation of each Owner to insure his own Unit for his benefit. **Each Unit Owner shall obtain at least the following insurance coverage** (collectively, “Unit Owner Policy”):

(i) **Public Liability Insurance. Public liability coverage for his Unit. The limits of his public liability insurance policy shall be in an amount not less than \$500,000.00 for bodily injury, death, and property damage.**

(ii) **Coverage “A” Building** (as that term is defined by the standard homeowners insurance policy). **A Coverage “A” Building policy in the amount of at least \$100,000.00;**

(iii) **Fire and Extended Coverage. Each Owner should purchase individual property, fire and extended coverage in the amount recommended by the Owner’s independent insurance agent, which should be an amount sufficient to repair any damage to the interior of the Unit:** the insurance required shall cover at least the interior Unit boundaries: The horizontal boundaries extend to the intersection with the vertical boundaries. Each Unit’s lower boundary shall be a plane coinciding with the top of the concrete slab below the Unit’s floor and each Unit’s upper boundary shall be a plane coinciding with the top the Unit’s ceiling. The vertical boundaries extend to the intersection with each other and with the horizontal boundaries. Each Unit’s vertical boundaries shall be its perimetric walls. This includes by way of illustration but not limitation the sheetrock, drywall or plaster, windows and window frames; doors; stairwell; appliances; mechanical equipment and appurtenances located within any one

Unit or located outside said Unit but designated and designed to serve only that Unit; plumbing-including all pipes, wires, conduits, or other public utility lines or installations constituting a part of the unit and serving only that Unit including sewer, water main that enters the property and pipes within the home; electrical receptacles and outlets, air conditioning and compressors and other air cooling apparatus, boilers, water heaters and water softeners; cabinets, fixtures, lighting, sinks, tubs, counters, countertops and islands, hardware; all decorated (affixed) interiors and surfaces of interior structural walls, floor coverings, ceilings and trim, consisting of wallpaper, paint, wood floors, carpeting and tile; patio porch, or deck, along with any covering of said patio, porch or deck; interior of garage, storage and any other areas which shall pass with the title to the Unit with which is associated and any Limited Common Area and facilities that are reserved for the use of the individual Unit. Each Owner is encouraged to speak with his independent insurance agent before determining the amount of his Unit Owner policy.

(f) Changes in Amounts of Required Insurance. The amounts of insurance required may be increased or decreased unilaterally by the Board of Directors.

(g) Coverage C (as that term is defined by the standard homeowners insurance policy) – Personal Property/ Contents and Lost Rents. **Each Unit Owner is responsible to purchase Coverage C-Personal Property Insurance covering the contents of his Unit and lost business, rents or rental income.** For use herein the term “contents” shall mean and refer to in the broadest possible sense all furniture, furnishings, appliances, accessories, dining and cooking ware, televisions, stereo equipment, electronic equipment and systems, computers, art, table lamps, linens, blankets, quilts, rugs, lost business, rents, income and profits, personal items not specified in the original design and specifications, and all personal property, belongings and effects in the Unit, Building or Common Area and Facilities not covered by the Master Association Policy.

(h) Premium Is An Individual Expense. The insurance premium on the Unit Owner Policy shall be an Individual Expense.

(i) Maintenance of Coverage. The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

(j) Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

(k) Name Association as “Additional Insured.” Each Unit Owner Policy shall name the Association as an “Additional Insured.”

(l) Certificate of Insurance. Each Unit Owner shall provide the Association with a “Certificate of Insurance” upon request.

(m) Unit Owner’s Default. If a Unit Owner fails to obtain his Unit Owner Policy or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a

default within ten (10) days of written notice, the Association may but is not obligated to purchase the required insurance and treat the cost as an Individual Expense. Anything to the contrary notwithstanding, if a Unit Owner fails to obtain his required Unit Owner Policy, then he shall be personally responsible to pay any deductible on the Master Association Policy as well as any and all costs incurred for repairs of or to the building not covered by insurance.

(n) Payment of Deductible. It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy shall be paid for by the party (1) who would be liable for the loss, damage, claim, or repair in the absence of insurance or (2) from whose Unit the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Unit Owner shall be responsible for the deductible. It is the intent of the Declarant to obtain property, fire and extended hazard insurance with a \$5,000.00 deductible. This amount may be increased or decreased unilaterally by the Board of Directors upon a written recommendation for its insurance agent without amending the Declaration. Each Unit Owner is encouraged to purchase insurance to cover the cost of the deductible.

(o) Damages. Each Unit Owner is responsible for the maintenance of his Unit and for the repair of any damage he causes to another Unit or the Common Area and Facilities.

(p) Right to Adjust Claims. The Association has the right, power and authority to adjust claims.

(q) Use of Insurance Proceeds and Repairs. Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

(r) Quality of Insurance Company. The Association and Unit Owners shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

(s) Primary Coverage. It is the intent of the Declarant that the Unit Owner Coverage A Building provide primary coverage and that the Association Master Policy provide secondary coverage.

ARTICLE XVIII.

PAYMENT OF EXPENSES

(a) Each Unit Owner shall pay to the Management Committee his allocated portion of the cash requirement to manage and operate the Condominium Project, upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee or Association. If the Unit Owner shall fail to pay any installment within one month of the time when the same becomes due, the Owner shall pay interest thereon at a reasonable rate to be determined by the Management Committee, from the date when such installment shall become due to the date of the payment thereof. Payments are due in advance on the first day of the month. Payments

received after the tenth day shall be considered late. A reasonable late fee in a sum to be determined by the Management Committee shall be charged.

(b) The cash requirements above referred to for each year, or portion of the year, are hereby defined and shall be deemed to include an adequate reserve fund for maintenance, repairs and replacement of those Common Areas and Facilities that must be replaced on a periodic basis, plus such aggregate sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of the Condominium Project then in existence to enable the Management Committee to pay all estimated expenses and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, building, and improvements; which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance premiums, common lighting, landscaping and the care of the grounds, repairs, and renovations to Common Areas and Facilities, snow removal, wages, heating oil charges, water charges, natural gas charges and all other utility services (except telephone, water, electricity and other services which are separately billed or metered to the individual Units by the utility or party furnishing such service), legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Condominium Project. Subject to the limitations set forth in section (d) of this Article, the Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

(c) The portion payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, multiplied by the fraction of undivided interest in the Common Areas and Facilities appurtenant to such Unit, as shown in Exhibit "D". Such assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be provided by the Management Committee. Notwithstanding the foregoing, in the event an Owner shall fail to pay any installment within sixty (60) days after the same becomes due, the Management Committee may, at its option, declare immediately due and payable all monthly or other regular installments which would otherwise fall due over the next 12 months after such default, and the entire accelerated amount shall become a delinquent assessment for all purposes under this Article XVIII.

(d) The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Condominium Project and to determine the cash requirements of the Project to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act and

this Declaration shall be final and conclusive as to the Owners, and any expenditures made by the Management Committee within the bounds of the Act and this Declaration shall as against the Owners be deemed necessary and properly made for such purpose. If the aggregate of all monthly payments on all of the Units is too large or too small as a result of unanticipated income or expenses, the Management Committee may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days written notice of any changes. Anything to the contrary notwithstanding, the Management Committee may not impose a regular annual assessment per Unit which is more than twenty percent (20%) greater than the regular assessment for the immediately preceding fiscal year without first obtaining the vote or written consent of a majority of the voting power of the Association at a meeting of the Association called for this purpose.

(e) In addition to the regular assessments, the Association may levy in any calendar year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any common area, and any other unexpected expenses, including the necessary fixtures and personal property related thereto. However, in any fiscal year, any such assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year must be approved by the vote or written consent of a majority of the Units present in person or by proxy at a meeting of the Association called for this purpose. The portion of any special assessment levied on a particular Unit shall be calculated by multiplying the total amount of the assessment by the fraction of undivided interest in the Common Areas and Facilities appurtenant to such Unit, as shown in Exhibit "D". These provisions with respect to the allocation of special assessments shall not apply to an assessment levied by the Management Committee or Association against an Owner to reimburse the Association for costs incurred in bringing the Owner and/or his Unit into compliance with the provisions of this Declaration, the Articles, the Bylaws, rules and regulations of the Association, or any other governing instrument for the Project, but any such assessment shall be subject to the provisions of Article XXIII of this Declaration.

(f) If an Owner shall at any time let or sublet his Unit and shall default for a period of one month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit so much of the rent due or becoming due and payable as is necessary to cure said default and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid.

(g) Each regular assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosure or waiving the lien (described hereafter) securing the same. If not paid when due, the amount of any assessment, whether regular or special, together with late fees, accruing interest, costs of action and reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice thereof as provided by the Act, which lien may be foreclosed in accordance with state law. The

said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

(i) tax and special assessment liens on the Unit in favor of any assessing unit, or special district; and

(ii) encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(h) In any conveyance, except to a mortgagee as hereinafter set forth, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Manager or Management Committee setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth.

(i) A certificate executed and acknowledged by the Manager or Management Committee stating the unpaid common expenses then outstanding with respect to a Unit shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or encumbrancee or prospective Owner or encumbrancees of a Unit upon request at a reasonable fee. Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrancee holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment that encumbrancee shall have a lien on that unit of the same rank as the lien of his encumbrance for the amounts paid.

(j) Upon payment or other satisfaction of delinquent assessments concerning which a notice of assessment has been recorded, the Management Committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law. The Management Committee is hereby granted the right and power to foreclose the lien judicially or non-judicially. In the event of a non-judicial foreclosure, each Owner, by virtue of his acceptance of a deed of conveyance to a Unit, authorizes the Management Committee to appoint a trustee in accordance with Utah law and record a "Notice of Appointment". In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

(k) In the event of foreclosure of the lien provided above the Unit Owner, if he is an owner-occupier and desires to remain in the Unit during any redemption period, shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the security. The Management Committee or Manager shall have the power to bid on the Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Unit.

(l) No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including but not limited to the abandonment of the Unit.

(m) No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by them under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

(n) The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Association. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law, including a judicial or non-judicial foreclosure. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Lot during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same.

(o) If the Association elects to foreclose the lien in the same manner as the non-judicial foreclosure of a deed of trust, then the Owner by accepting a deed to the Unit hereby authorizes the Association to execute and record a written Appointment of Trustee, appointing the attorney for the Association as the Trustee, provided he is a member of the Utah State Bar, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing the performance of the obligations set forth herein.

(p) Anything to the contrary notwithstanding, any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted assessments, dues or charges accrued before acquisition of the title to the property by the mortgage, although the first mortgagee will also be liable for any reasonable attorney fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a Unit in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid assessments, late fees, default interest

and collection costs, including reasonable attorney fees, against the Unit for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the trustor or mortgagor the amounts paid by the grantee.

(q) In the event an Owner is delinquent in payment of amounts required hereunder for a period of 60 days or more, in addition to any other remedies provided in this Section or under Utah law, the Board may, in its sole discretion, upon 10 days written notice to the delinquent Owner, terminate the right to receive utility services or snow removal services pertaining to the Unit, until any delinquencies are brought current.

ARTICLE XIX.

MORTGAGEE PROTECTION

Mortgagee Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value. Mortgagees are excluded from any leasing or rental restrictions when obtaining or after obtaining a Unit in foreclosure. The lien or claim against a Unit for unpaid Assessments levied by the Management Committee or by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due. In addition:

(a) Effects of Voluntary and Involuntary Sale. The lien or claim against a Unit for such unpaid Assessments shall not be affected by any sale or transfer of such Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit the lien of any Assessments becoming due thereafter.

(b) Books and Records Available for Inspection. The Committee or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, By-Laws, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Committee and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

(c) Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

(d) Management Contracts. Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Management Committee shall provide, or be deemed to provide hereby, that:

(i) Either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and

(ii) No contract may be for an initial term greater than one (1) year.

(e) Eligible Mortgagee Designation. Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(1) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

(2) Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty days.

(3) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(4) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

(f) Approval of Proposed Action or Transaction. Any Mortgagee who receives, by certified or registered mail, a written request, with a return receipt requested, to approve any act, transaction or amendment to the Declaration, and who does not return a negative response within thirty (30) days shall be deemed to have approved such request; provided, however and anything to the contrary notwithstanding, so long as Declarant is in control of the owner's association, such action or transaction must be approved in writing by the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, Section 36.4357(b)(4) and, if any financing or the guaranty of any financing of a Unit is provided by the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), by such agencies.

ARTICLE XX.

EMINENT DOMAIN

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

(b) Common or Limited Common Areas. With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. Unless allocated otherwise by a court of competent jurisdiction, or an agreement entered into with the condemning authority, any such damages or awards shall be distributed among the affected Owners and their respective mortgagees according to the relative values of the Units affected by the taking. Within thirty (30) days following the receipt of such damages or awards the Management Committee shall appoint three (3) independent appraisers who shall independently appraise the value of the affected Units as of the date immediately preceding the commencement of condemnation or similar proceedings. For each affected Unit the mean of the appraised values determined for such Unit by the appointed appraisers shall be used in calculating the allocation of condemnation proceeds. This provision shall not prohibit a majority of Unit Owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken, either on the remaining land in the Project or on other acquired land, provided that this Declaration and the Map are duly amended. No provision of any document establishing this project shall entitle any Unit Owner or other party to priority over the mortgagee of any Unit with respect to the distribution to the Unit of the proceeds of any award or settlement.

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

If one or more Units are taken, in whole or in part, and the property is not removed from the provisions of the Act, the taking shall have the following effects:

(i) If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work

exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit. The balance of the award, if any, shall be distributed to the mortgagee to the extent of the unpaid balance of its mortgage and the excess, if any, shall be distributed to the Unit Owner. If there is a balance of the award distributed to the Unit Owner or a mortgagee, the Unit Owner's percentage of undivided interest in the Common Areas and Facilities shall be equitably reduced. This shall be done by reducing such interest in the proportion by which the floor area of the Unit is reduced by the taking, and then recomputing the percentages of undivided interest of all Unit Owners in the Common Areas and Facilities.

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

(d) Amendment. Changes in Units, in the Common Areas and Facilities and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Section XX shall be evidenced by an amendment to this Declaration and the Map, which need not be approved by the Unit Owners. Any conflict between the provisions of this Article XX and the provisions of Utah Code Annotated § 57-8-32.5 shall be resolved in favor of the latter.

ARTICLE XXI.

MAINTENANCE

(a) Each Owner of a Unit at his own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee on behalf of all Unit owners is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit, building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant or any member of the Unit Owner's family or of the family of any tenant or subtenant or any agent, employee or guest of the Owner or his tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of all windows and other glass contained in such Unit or appertaining exclusively to such Unit, doors, boilers, furnaces, air conditioning equipment, and any plumbing fixtures that may be used exclusively by the Unit. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Areas appurtenant to his Unit. However the Management Committee shall be responsible for the maintenance and upkeep of the Limited Common Areas (except for damage caused by the negligence or other misuse of a Unit Owner or any person referred to in the second sentence of this subparagraph XXI(a)); provided, however, that without

the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located. Each Owner shall keep his Limited Common Area broom clean and free of debris.

(b) Except as hereinafter provided, the Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities (including the Repair of the physical improvements to the Limited Common Area) as may be reasonably necessary to keep them clean, functional, attractive and generally in good condition and repair. The Management Committee shall have no obligation regarding maintenance or care of Units.

ARTICLE XXII.

RIGHT OF ENTRY

The Management Committee and its duly authorized agents shall have the right to enter any and all of the Units in case of an emergency originating in or threatening such Unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Committee and its duly authorized agents shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owner affected by such entry shall first be notified thereof if available and if time permits.

ARTICLE XXIII.

ADMINISTRATIVE RULES AND REGULATIONS

The Management Committee shall have the power to adopt and establish by resolution, such Project management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Project. The Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Units Owners, tenants, subtenants or other occupants of the Units.

ARTICLE XXIV.

OBLIGATION TO COMPLY HEREWITH

Each Unit Owner, tenant, subtenant or other occupant of a Unit shall comply with the provisions of the Act, this Declaration, the Articles and Bylaws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for the Management Committee to impose monetary penalties, fines or other sanctions (which shall not be deemed assessments giving rise to a lien against any Unit), including by way of illustration but not limitation the temporary suspensions of an Owner's right to vote, use amenities or other rights as a member of the Association, or other appropriate discipline so long as such Owner has been given notice and has had an opportunity for a hearing. Additionally, the Management Committee or other aggrieved party may bring an action for injunctive relief or to recover any loss or damage resulting from any such failure to comply with the governing instruments, including costs and reasonable attorney's fees. However, the Management Committee shall not have the power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his Unit on account of a failure by the Owner to comply with provisions of the governing instruments or duly enacted rules of the Project unless the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay assessments levied by the Association. Any monetary penalty or fine imposed by the Association as a disciplinary measure for failure of an Owner to comply with this Declaration, the Articles or Bylaws, or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Areas and Facilities for which said Owner was allegedly responsible or in bringing said Owner and his Unit into compliance with this Declaration, the Articles or Bylaws, may be characterized and treated as an assessment which may become a lien against said Owner's Unit, including charges imposed against an Owner consisting of reasonable late payment penalties for delinquent assessments, accruing interest on outstanding balances, and/or charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in its efforts to collect delinquent assessments.

ARTICLE XXV.

INDEMNIFICATION OF MANAGEMENT COMMITTEE AND OFFICERS

(a) Indemnification of members of the Management Committee and Officers. The Association shall indemnify, in the manner and to the fullest extent permitted by Utah law (and in the case of any amendment thereto, to the extent that such amendment permits the Association to provide broader indemnification rights than permitted prior thereto), any person (or the estate of any person) who is or was a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the Association, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a member of the Management Committee or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, unless the party is guilty

of intentional misconduct. The Association may, to the fullest extent permitted by Utah law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against such person. The Association may create a trust fund, grant a security interest or use other means (including without limitation a letter of credit) to ensure the payment of such sums as may become necessary to effect the indemnification as provided herein. To the fullest extent permitted by Utah law, the indemnification provided herein shall include expenses (including reasonable attorneys' fees), judgments, awards, fines and amounts paid in settlement and any such expenses shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the indemnitee to repay such amounts if it is ultimately determined that he or she is not entitled to be indemnified. The indemnification provided herein shall not be deemed to limit the right of the Association to indemnify any other person for any such expenses to the fullest extent permitted by Utah law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Association may be entitled under any agreement, the Association's Articles of Incorporation, vote of Members or disinterested members of the Management Committee, or otherwise, both as to action in such person's official capacity and as to action in other capacity while holding such office.

(b) Indemnification of Employees and Agents. The Association may, but only to the extent that the Management Committee may (but shall not be obligated to) authorize from time to time, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Association to the fullest extent of the provisions of this Article XXV as they apply to the indemnification and advancement of expenses of directors and officers of the Association.

(c) Enforcement of Indemnification. The rights to indemnification and the advancement of expenses conferred above shall be contract rights. If a claim under this Article XXV is not paid in full by the Association within 60 days after written claim has been received by the Association, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expenses of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses), and (ii) any suit by the Association to recover an advancement of expenses pursuant to the terms of an undertaking that the Association shall be entitled to recover such expenses upon a final adjudication, it shall be a defense that the indemnitee has not met any applicable standard for indemnification set forth in Utah law. Neither the failure of the Association (including the Management Committee, independent legal counsel or Members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Utah law, nor an actual determination by the Association (including the Management Committee, independent legal counsel or Members) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the

Association to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article XXV or otherwise shall be on the Association.

ARTICLE XXVI.

AMENDMENT

(a) Subject to the terms of Article XIX, this Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of Owners having ownership of not less than two thirds of the undivided ownership interest.

(b) Consent of Eligible Mortgagee to Terminate Legal Status of Project. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project.

(c) Consent of Eligible Mortgagees to Add or Amend Any Material Provision. The consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Condominium Plat which establishes, provides for, governs, or regulates any of the following:

- (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, Facilities and Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Area, Limited Common Area, and general or limited common elements, or rights to their use;
- (vi) Redefinition of any Unit boundaries;
- (vii) Convertibility of Units into Common Area or Elements, 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;
- (xi) Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;

(xii) A decision by the Association to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;

(xiii) Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the documents; and

(xiv) Any provisions that expressly benefit Mortgage holders, insurers or guarantors.

Any addition or amendment shall not be considered material for purposes of this paragraph if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Condominium Plat is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Condominium Plat or the termination of the legal status of the Project. If such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

(d) Consent in Lieu of Vote.

In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this section:

(i) all necessary consents must be obtained prior to the expiration of sixty (60) days after the first consent is given by any Owner;

(ii) any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose;

(iii) unless the consents of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective; and

(iv) provided the consent in lieu of vote complies with the requirements of the Utah Revised Nonprofit Corporation Act if the Association is a nonprofit corporation

ARTICLE XXVII.

PARTITION

The Project, or any portion thereof, may be partitioned only as expressly allowed by this Declaration, by Section 57-8-32, Utah Code Annotated (Repl. Vol. 1974), or by other provisions of the Act.

ARTICLE XXVIII.

SEVERABILITY

The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, sections or articles hereto shall not affect the remaining portions of this instrument nor any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, section or sections, or article or articles had not been inserted.

ARTICLE XXIX.

GENDER

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XXX.

WAIVERS

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

ARTICLE XXXI.

TOPICAL HEADINGS

The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ARTICLE XXXII.

ENFORCEMENT

Should the Association, Management Committee or an aggrieved Owner be required to take action to enforce the Project Documents or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees and costs, regardless of whether a lawsuit is filed.

ARTICLE XXXIII.

EFFECTIVE DATE

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed on their behalf this 16 day of April, 2009.

PINNACLE HOMEOWNERS ASSOCIATION, INC.

By: _____

Name: Jeffrey L. Scheiman

Title: President

STATE OF)

COUNTY OF)

On the ___ day of _____, 2009, personally appeared before me, Jeffrey L. Scheiman, in his capacity as President of the Pinnacle Homeowners Association, Inc., a Utah nonprofit corporation, and acknowledged that he executed the foregoing instrument as President for and in behalf of said Association pursuant to a Resolution of the Board of Directors.



RYAN D. CROSSLEY
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date

(Signature)

Notary Public

Residing at: 612 Park St., Columbus OH 10

My Commission Expires:

ARTICLE XXXIII.

EFFECTIVE DATE

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed on their behalf this ___ day of _____, 2009.

PINNACLE HOMEOWNERS ASSOCIATION, INC.

By: _____

Name:

Title: President

STATE OF UTAH)

COUNTY OF SUMMIT)


On the ___ day of _____, 2009, personally appeared before me _____, in his or her capacity as President of the Pinnacle Homeowners Association, Inc., a Utah nonprofit corporation, and acknowledged that he or she executed the foregoing instrument as President for and in behalf of said Association pursuant to a Resolution of the Board of Directors.

Notary Public

Residing at: _____

My Commission Expires:

APPROVED BY:



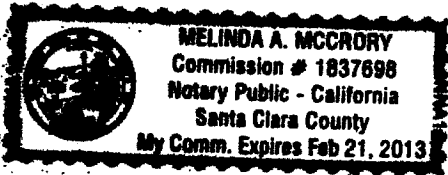
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On 4/13/2009 before me, Melinda A. McCrory, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Lawrence Calof
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Melinda A. McCrory
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

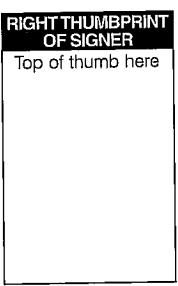
Title or Type of Document: Condo Declaration, Article XXXIII

Document Date: 4/13/2009 Number of Pages: _____

Signer(s) Other Than Named Above: _____

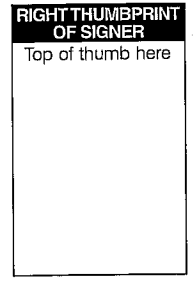
Capacity(ies) Claimed by Signer(s)

- Signer's Name: Lawrence Calof
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

APPROVED BY:

Karen Reed
Karen Reed

5/5/09
Date

STATE OF Florida)
COUNTY OF Lee)

On the 5 day of May, 2009, personally appeared before me Karen Reed, in her capacity as a member of the Management Committee of the Pinnacle at Deer Valley and acknowledged that she executed the foregoing instrument.



Robin C. Bartow
Notary Public
Residing at: Lee Co.

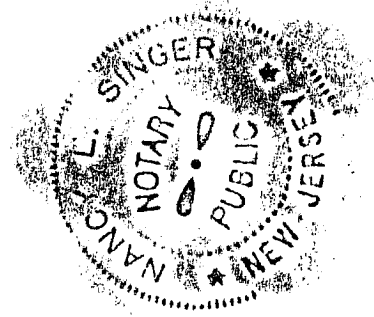
My Commission Expires:

Sept 7th 2011

APPROVED BY:

[Signature]
Steve Tyler

4/24/2009
Date



STATE OF New Jersey)
COUNTY OF Monmouth)

On the 24th day of April, 2009, personally appeared before me Steve Tyler, in his capacity as a member of the Management Committee of the Pinnacle at Deer Valley and acknowledged that he executed the foregoing instrument.

[Signature]
Notary Public
Residing at: Rumson N.J.

My Commission Expires:

NANCY L. SINGER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/19/2010

APPROVED BY:

Corrie Daube
Corrie Daube

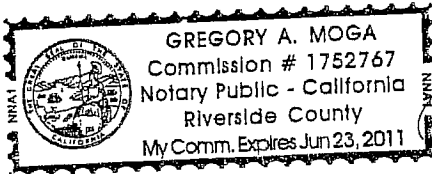
4/16/09
Date

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

(LOD)

Corrie

On the 16 day of APRIL, 2009, personally appeared before me Corrie Daube in her capacity as a member of the Management Committee of the Pinnacle at Deer Valley and acknowledged that she executed the foregoing instrument.



Gregory A. Moga
Notary Public
Residing at: 36-101 BOB HOPE DRIVE

SUITE E-5
RANCHO MIRAGE CA
92270

My Commission Expires:

06-23-2011












EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to in the foregoing document is located in Summit County, Utah and is described more particularly on the attached pages.

[Printer friendly view](#)

Query: Subdivision=PINNACLE - PINNACLE AT DEER VALLEY CONDO

Found 17 results on 1 page

Account#	Summary	Picture
0217780	PCL-1 Acres: 0 1201 PINNACLE CT SOLOMON JACK D TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 1S 15 T 2S R 4E... 
0217798	PCL-2 Acres: 0 1207 PINNACLE CT AT HOLDING-JAPHET LLC ETAL, AT HOLDING-JAPHET LLC, J HAGEN ALAN LLC	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 2S 15 T 2S R 4E... 
0217806	PCL-3 Acres: 0 1219 PINNACLE CT STROM HANS P & ELIZABETH K H/W (JT), STROM HANS P H/W (JT), STROM ELIZABETH K H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 3S 15 T 2S R 4E... 
0217814	PCL-4 Acres: 0 1257 PINNACLE CT MURRAY JOHN P	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 4UNIT 4 THE PIN... 
0217822	PCL-5 Acres: 0 1263 PINNACLE CT HARRIS E J TIM TRUSTEE, HARRIS LAURA L TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 5UNIT 5 THE PIN... 
0217830	PCL-6 Acres: 0 1275 PINNACLE CT BRODRICK THOMAS J & CAROL J JT	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 6S 15 T 2S R 4E... 
0217848	PCL-7 Acres: 0 1321 PINNACLE CT WORLDWIDE FRACTIONALS LLC & OTHER INT AS DISCLOSED BY PUBLIC RECORD	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 7S 15 T 2S R 4E... 
0217855	PCL-8 Acres: 0 1327 PINNACLE CT LARSON PETER N, ROVSEK RICHARD H TRUSTEE, ROVSEK JERIS A TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 8UNIT 8 THE PIN... 
0217863	PCL-9 Acres: 0 1308 PINNACLE CT FLRF INC	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 9S 15 T 2S R 4E... 
0217871	PCL-10 Acres: 0 1296 PINNACLE CT RYAN ROBERT W & MARTHA M H/W (JT), RYAN ROBERT W H/W (JT), RYAN MARTHA M H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 10S 15 T 2S R 4... 
0217889	PCL-11 1276 PINNACLE CT 1276 PINNACLE COURT	SUBD: PINNACLE AT DEER 

	Acres: 0	#11 LLC	VALLEY CONDO UNIT: 11UNIT 11 THE P...
0217897	PCL-12 Acres: 0	1264 PINNACLE CT MILES TERESA	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 12S 15 T 2S R 4... ▣
0217905	PCL-13 Acres: 0	1252 PINNACLE CT DEER VALLEY MOTEL LLC	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 13S 15 T 2S R 4... ▣
0217913	PCL-14 Acres: 0	1240 PINNACLE DR BAD ASS NOLES SKI LODGE LLC	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 14S 15 T 2S R 4... ▣
0217921	PCL-15 Acres: 0	1228 PINNACLE DR REED GERALD PAUL & LISA RENEE TRUSTEES, REED GERALD PAUL TRUSTEE, REED LISA RENEE TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 15S 15 T 2S R 4... ▣
0217939	PCL-16 Acres: 0	1208 PINNACLE DR WATSON ARTHUR A JR (JT), GALBRAITH RACHAEL L (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 16S 15 T 2S R 4... ▣
0217947	PCL-17 Acres: 0	1196 PINNACLE DR LEAR DOREEN ALSTROM	SUBD: PINNACLE AT DEER VALLEY CONDO UNIT: 17S 15 T 2S R 4... ▣

[Printer friendly view](#)

Query: Subdivision=PINNACLE 1 - PINNACLE AT DEER VALLEY CONDO 1ST SUPP

Found 22 results on 1 page












Account#	Summary	Picture
0229421	PCL-1-S-18 Acres: 0 1166 PINNACLE DR JJAMS ENTERPRISES	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 18S 15...
0229439	PCL-1-S-19 Acres: 0 1154 PINNACLE DR BOSWELL JOSEPHINE KAPLE TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 19S 15...
0229447	PCL-1-S-20 Acres: 0 1134 PINNACLE DR KRIVISKY SARA & JUGAN CAROL T/C, KRIVISKY SARA T/C, JUGAN CAROL T/C	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 20S 15...
0229454	PCL-1-S-21 Acres: 0 1122 PINNACLE DR LANG GORDON R	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 21S 15...
0229462	PCL-1-S-22 Acres: 0 1056 PINNACLE DR DAUBE JEFFREY A & LORRIE O, DAUBE JEFFREY A, DAUBE LORRIE O	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 22S 15...
0229470	PCL-1-S-23 Acres: 0 1044 PINNACLE DR STONE RICHARD ETAL, STONE DAVID (T/C), STONE AMY (T/C)	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 23S 15...
0229488	PCL-1-S-24 Acres: 0 1065 PINNACLE DR JETT CHARLES A JR	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 24S 15...
0229496	PCL-1-S-25 Acres: 0 1077 PINNACLE DR CALOF LAWRENCE & SUSAN A (JT), CALOF LAWRENCE (JT), CALOF SUSAN A (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 25S 15...
0229504	PCL-1-S-26 Acres: 0 1149 PINNACLE DR UPTON STEPHEN E	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 26S 15...
0229512	PCL-1-S-27 Acres: 0 1159 PINNACLE DR LUNDIN EVELYN MARIE, LUNDIN MARIE A, LUNDIN LAURIE M	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 27S 15...
0229520	PCL-1-S-28 Acres: 0 1179 PINNACLE DR BIRSIC THOMAS E & PATTER H/W (JT), BIRSIC THOMAS E H/W (JT), BIRSIC PATTER H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 28S 15...
	PCL-1-S-29 1209 PINNACLE DR GRAINGER H FRANK	SUBD: PINNACLE AT DEER

0229538	Acres: 0			VALLEY CONDO 1ST SUPP UNIT: 29S 15...	■
0229546	PCL-1-S-30 Acres: 0	1229 PINNACLE DR	PINNACLE OF PHINANCE LC	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 30S 15...	■
0229553	PCL-1-S-31 Acres: 0	1239 PINNACLE DR	MARMARO RICHARD, DEIXLER BERT H	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 31S 15...	■
0229561	PCL-1-S-32 Acres: 0	1250 PINNACLE DR	MOSBY GLENN BUSH & JOHN DAVENPORT (JT), MOSBY GLENN BUSH (JT), MOSBY JOHN DAVENPORT (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 32S 15...	■
0229579	PCL-1-S-33 Acres: 0	1230 PINNACLE DR	SCHAUFERT RICHARD F H/W (JT) ETAL, SCHAUFERT RICHARD F H/W (JT), TYUS- SCHAUFERT DONNA H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 33S 15...	■
0229587	PCL-1-S-34 Acres: 0	1206 PINNACLE DR	REED CARL M & KAREN B, REED CARL M, REED KAREN B	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 34S 15...	■
0229595	PCL-1-S-35 Acres: 0	1186 PINNACLE DR	ZAK DAVID J & AMY S H/W (JT), ZAK DAVID J H/W (JT), ZAK AMY S H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 35S 15...	■
0229603	PCL-1-S-36 Acres: 0	1176 PINNACLE DR	BACKER F JOSEPH TRUSTEE, BACKER MARIE T TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 36UNIT...	■
0229611	PCL-1-S-37 Acres: 0	1146 PINNACLE DR	SWANSON JAMES H & LILLA E H/W (JT), SWANSON JAMES H H/W (JT), SWANSON LILLA E H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 37S 15...	■
0229629	PCL-1-S-38 Acres: 0	1126 PINNACLE DR	BROCKMAN FAMILY LP	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 38S 15...	■
0229637	PCL-1-S-39 Acres: 0	1116 PINNACLE DR	SMITH DAN L TRUSTEE, LEE S WHITFIELD SUC TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 1ST SUPP UNIT: 39UNIT...	■

[Printer friendly view](#)

Query: Subdivision=PINNACLE 2 - PINNACLE AT DEER VALLEY CONDO 2ND SUPP

Found 47 results on 1 page

Account#	Summary	Picture
0199004	PCL-2-S-40 1344 AMBER RD Acres: 0 DODSON SAMUEL R III ETAL, RACCIATTI THOMAS M CO TRUSTEE, DODSON SAMUEL R III CO TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 40S 16... 
0199053	PCL-2-S-41 1358 AMBER RD Acres: 0 LEVENFELD WAYNE A & L TINA TRUSTEES, LEVENFELD WAYNE A TRUSTEE, LEVENFELD L TINA TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 41S 16... 
0235733	PCL-2-S-42 1372 AMBER RD Acres: 0 WHISPERING PINES-ST LLC	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 42S 16... 
0235741	PCL-2-S-43 1400 AMBER RD Acres: 0 PALMER BRAD C DR & DEE ANN H/W (JT), PALMER BRAD C DR H/W (JT), PALMER DEE ANN H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 43S 15... 
0235758	PCL-2-S-44 1414 AMBER RD Acres: 0 KING WILLIAM RANCE JR TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 44S 15... 
0235766	PCL-2-S-45 1428 AMBER RD Acres: 0 SEDGHI INVESTMENT PROPERTIES LLLP	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 45S 15... 
0235774	PCL-2-S-46 1456 AMBER RD Acres: 0 RIBELIN AVIONNE, PAULSON MARY LOU TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 46S 15... 
0235782	PCL-2-S-47 1470 AMBER RD Acres: 0 KESTENBAUM JAY	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 47S 15... 
0235790	PCL-2-S-48 1484 AMBER RD Acres: 0 SHARLEY E TODD, STONE JEANE B, SCHLEUSNER ALICE HERREN	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 48S 15... 
0235808	PCL-2-S-49 1510 AMBER RD Acres: 0 SELITTO JEROME J & MONICA VACHHER H/W JT, SELITTO JEROME J H/W (JT), VACHHER MONICA H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 49S 15... 
0235816	PCL-2-S-50 1520 AMBER RD ABBI DEVELOPMENT LLC	SUBD: PINNACLE AT DEER 

	Acres: 0			VALLEY CONDO 2ND SUPP UNIT: 50UNIT...
0235824	PCL-2-S-51 Acres: 0	1600 AMBER RD	MOORE WESLEY SANFORD TRUSTEE ETAL, MOORE WESLEY SANFORD TRUSTEE, MOORE PATRICIA LORENZ TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 51S 15...
0235832	PCL-2-S-52 Acres: 0	1616 AMBER RD	NORTMAN DONALD FRANKLIN & DOREEN KARP, NORTMAN DONALD FRANKLIN, NORTMAN DOREEN KARP	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 52S 15...
0235840	PCL-2-S-53 Acres: 0	1632 AMBER RD	TYLER STEPHEN A & INGRID D, TYLER STEPHEN A, TYLER INGRID D	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 53S 15...
0235857	PCL-2-S-54 Acres: 0	1656 AMBER RD	VOGT GARY B & KERRY S (JT), VOGT GARY B (JT), VOGT KERRY S (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 54S 15...
0235865	PCL-2-S-55 Acres: 0	1672 AMBER RD	SCHEIMAN JEFFREY L & JODY G H/W (JT), SCHEIMAN JEFFREY L H/W (JT), SCHEIMAN JODY G H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 55S 15...
0235873	PCL-2-S-56 Acres: 0	1688 AMBER RD	1688 PINNACLE LLC	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 56UNIT...
0235881	PCL-2-S-57 Acres: 0	1695 AMBER RD	STEWART RONALD & JEANNIE H/W (JT), STEWART RONALD H/W (JT), STEWART JEANNIE H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 57S 15...
0235899	PCL-2-S-58 Acres: 0	1675 AMBER RD	LEWIS RUSSELL H & MAY ALBERTO, LEWIS RUSSELL H, MAY ALBERTO	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 58S 15...
0235907	PCL-2-S-59 Acres: 0	1655 AMBER RD	GAILYS JOHN	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 59S 15...
0235915	PCL-2-S-60 Acres: 0	1605 AMBER RD	HOLCOMB JAMES A TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 60S 15...
0235923	PCL-2-S-61 Acres: 0	1595 PINNACLE DR	ADAMS BERT F & TAMI H/W (JT), ADAMS BERT F H/W (JT), ADAMS TAMI H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 61S 15...

0235931	PCL-2-S-62 Acres: 0	1575 PINNACLE DR MAUI INVESTMENTS LC	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 62S 15...	▪
0235949	PCL-2-S-63 Acres: 0	1525 PINNACLE DR TAYLOR NANCY S & JOHN DAVID TRUSTEES, TAYLOR NANCY S TRUSTEE, TAYLOR JOHN DAVID TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 63S 15...	▪
0235956	PCL-2-S-64 Acres: 0	1515 PINNACLE DR VARON JAY N & ROBIN A H/W (JT) ETAL, VARON JAY N H/W (JT), VARON ROBIN A H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 64S 15...	▪
0235964	PCL-2-S-65 Acres: 0	1495 PINNACLE DR MERCHANT WILSON C III & MAE, MERCHANT WILSON C III, MERCHANT MAE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 65S 15...	▪
0235972	PCL-2-S-66 Acres: 0	1455 PINNACLE DR WEIDER B B	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 66S 15...	▪
0235980	PCL-2-S-67 Acres: 0	1445 PINNACLE DR BORDERS THOMAS C & DOROTHY F H/W (JT), BORDERS THOMAS C H/W (JT), BORDERS DOROTHY F H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 67S 15...	▪
0235998	PCL-2-S-68 Acres: 0	1415 PINNACLE DR ROBISON DAVID E, ROBISON JONI R	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 68S 15...	▪
0236004	PCL-2-S-69 Acres: 0	1405 PINNACLE DR ROBERT M MORTON FAMILY LIMITED PARTNERSHIP	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 69UNIT...	▪
0236012	PCL-2-S-70 Acres: 0	1375 PINNACLE DR LANE DONA K	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 70S 15...	▪
0236020	PCL-2-S-71 Acres: 0	1365 PINNACLE DR DAVIS GARY B H/W (JT), DAVIS DEBORAH L H/W (JT), HERD JAMES M H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 71UNIT...	▪
0236038	PCL-2-S-72 Acres: 0	1345 PINNACLE DR MATURA MATE JR & IVE, MATURA MATE JR, MATURA IVE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 72S 15...	▪
0236046	PCL-2-S-73 Acres: 0	1309 PINNACLE DR PALMER ROBERT C & VALERIE M (JT), PALMER ROBERT C (JT), PALMER VALERIE M (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 73S 15...	▪
	PCL-2-S-74	1289 PINNACLE DR KATZMAN JAMES A &	SUBD: PINNACLE AT DEER	

0236053	Acres: 0		SYLVIA B TRUSTEES, KATZMAN JAMES A TRUSTEE, KATZMAN SYLVIA B TRUSTEE	VALLEY CONDO 2ND SUPP UNIT: 74S 15...	■
0236061	PCL-2-S-75 Acres: 0	1279 PINNACLE DR	POLK MATTHEW S JR (JT), GOULD AMY L (JT), WILLIAMS ROBERT L (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 75S 15...	■
0236079	PCL-2-S-76 Acres: 0	1270 PINNACLE DR	ROBISON TIMOTHY D H/W (JT), ROBISON LELA M H/W (JT), R2 DEVELOPMENT	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 76UNIT...	■
0236087	PCL-2-S-77 Acres: 0	1290 PINNACLE DR	HOLLINGSWORTH JEFFERSON F (JT) ETAL, HOLLINGSWORTH JEFFERSON F (JT), HOLLINGSWORTH JETSON G (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 77S 15...	■
0236095	PCL-2-S-78 Acres: 0	1320 PINNACLE DR	HENDERSON MARK J H/W (JT), HENDERSON VALERIE M H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 78UNIT...	■
0236103	PCL-2-S-79 Acres: 0	1330 PINNACLE DR	KRUMHOLZ STEVEN & DANA H/W (JT), KRUMHOLZ STEVEN H/W (JT), KRUMHOLZ DANA H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 79S 15...	■
0236111	PCL-2-S-80 Acres: 0	1350 PINNACLE DR	FEENY THERESE C	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 80BUIL...	■
0236129	PCL-2-S-81 Acres: 0	1360 PINNACLE DR	JENSEN HAROLD F TRUSTEE, JENSEN REBECCA TRUSTEE	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 81UNIT...	■
0236137	PCL-2-S-82 Acres: 0	1386 PINNACLE DR	BLACK SWAN PROPERTIES LLC	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 82BUIL...	■
0236145	PCL-2-S-83 Acres: 0	1396 PINNACLE DR	KARYL L GILBERT FAMILY LP	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 83S 15...	■
0236152	PCL-2-S-84 Acres: 0	1422 PINNACLE DR	OLSON ARNE M	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 84UNIT...	■
0236160	PCL-2-S-85 Acres: 0	1438 PINNACLE DR	QUINDLEN THOMAS & MICHELLE H/W (JT), QUINDLEN THOMAS H/W (JT), QUINDLEN MICHELLE H/W (JT)	SUBD: PINNACLE AT DEER VALLEY CONDO 2ND SUPP UNIT: 85S 15...	■
	PCL-2-S-86	1454 PINNACLE DR	YARBROUGH	SUBD: PINNACLE AT DEER	

0236178 Acres: 0

INVESTMENT COMPANY
LC

VALLEY CONDO 2ND SUPP UNIT:
86S 15... ■

EXHIBIT "B"

BYLAWS

AMENDED AND RESTATED
BYLAWS
OF
THE PINNACLE HOMEOWNERS ASSOCIATION
A Utah Nonprofit Corporation

The Board of Trustees of The Pinnacle Homeowners Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I
NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is The Pinnacle Homeowners Association, hereinafter referred to as the "Association."

1.02 Offices. The principal office of the Association shall be at 1375 Deer Valley Drive South in Park City, County of Summit, State of Utah.

ARTICLE II
DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article II of the Condominium Declaration for The Pinnacle at Deer Valley, as amended from time to time, hereinafter referred to as the "Declaration," shall have such defined meanings when used in these Bylaws.

ARTICLE III
PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintaining, operating and governing The Pinnacle at Deer Valley Condominium Project.

No dividend shall be paid and no part of the net income of the Association, if any, shall be distributed to the Members, Trustees or Officers of the Association, except as otherwise provided herein, in the Declaration or under Utah law.

ARTICLE IV
POWERS OF THE ASSOCIATION

Subject to the purposes declared in Article III above and any limitations herein expressed, the Association shall have and may exercise each and all of the following powers and privileges:

(a) All of the powers and privileges to perform all of the duties and obligations of the Association as set forth in the Declaration as recorded in the office of the county recorder of Summit County, State of Utah and as the same may be amended from time to time as therein provided; and

(b) The power to acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit shall be a Member of the Association. (The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.) If record ownership of a Unit is jointly held, the Membership appertaining to such Unit shall also be jointly held. Membership in the Association shall be mandatory and not optional and shall be appurtenant to and may not be separated from ownership of any Unit. There shall be one Membership in the Association appurtenant to each of said Units. No person or entity other than an owner of a Unit may be a Member of the Association.

ARTICLE VI MEMBERSHIP CERTIFICATES

The Association may issue certificates of Membership, but such certificates shall not be necessary to evidence membership in the Association. Membership in the Association shall begin immediately and automatically upon becoming a record owner of the Unit to which such Membership appertains and shall cease immediately and automatically upon ceasing to be a record owner of such Unit.

ARTICLE VII MEMBERS MEETINGS

7.01 Annual Meetings. Annual meetings of the Members of the Association for the purpose of electing the Management Committee and for the transaction of such other proper business as may come before such meetings may be held at such time and place and on such date as the Management Committee shall determine by resolution, or in such other manner as the Management Committee may direct. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

7.02 Special Meetings. Special meetings of the Members shall be promptly called by the Management Committee upon:

(a) the vote for such meeting by a majority of a quorum of the Management Committee; or

(b) the written request of Members holding not less than five percent (5%) of the total votes of the Association.

7.03 Place of Meetings. Meetings of the Association Members shall be held within the Condominium Project or at some other location in Park City, Utah, as designated by the Management Committee. A waiver of notice signed by all of the Members may designate the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association, as set forth in Article I hereto.

7.04 Notice of Meetings. The Management Committee shall cause written or printed notice of regular and special meetings to be delivered, personally or by mail, to each Member of record entitled to vote at such meeting. This notice shall be given not less than ten (10) nor more than ninety (90) days before the date of any meeting at which Members are required or permitted to take any action. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his or her registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be his or her registered address for purposes of notice hereunder.

7.05 Members of Record. Upon purchasing a Unit within the Condominium Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of a Unit in the Condominium Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

7.06 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the absence of a quorum at a Members' meeting a majority of those present in person or by proxy may adjourn the meeting to another time but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall be the presence of Members holding, or holders of proxies entitled to cast, at least twenty-five percent (25%) of the total votes of the Association. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 7.04 hereof for regular meetings.

7.07 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. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership 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.

7.08 Votes. All voting rights of the Association shall be exercised by the Members according to the provisions of the Declaration. Voting rights with respect to each Unit shall vest at the time the first assessment against such Unit has been levied by the Association, as provided in the Declaration. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast votes in person or by proxy. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by these Bylaws, the Declaration, or Utah law. The election of members of the Management Committee shall be by secret written ballot. If a Membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint Membership.

7.09 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

7.10 Informal Action by Members. Any action other than the election of the Management Committee that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by Members holding a majority of the voting power of the Association or such greater percentage as may be required to take such action under the Declaration, these Bylaws or Utah law.

ARTICLE VIII BOARD OF DIRECTORS

8.01 General Powers. The property, affairs, and business of the Association shall be managed by its Management Committee (the "Management Committee").. The members of the Management Committee shall also constitute the Board of Directors of the Association. The Management Committee may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, the Declaration, or these Bylaws, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. The Management Committee may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable. The powers and duties of the

Management Committee shall include, but shall not be limited to, the following, as well as the other powers and duties enumerated elsewhere herein:

(a) Enforcement of applicable provisions of the Declaration, the Articles of Incorporation, these Bylaws and other instruments for the ownership, management and control of the Condominium Project;

(b) Contracting for goods and/or services for the Common Areas and Facilities or the Association subject to the limitations set forth below;

(c) Delegation of its powers to committees, officers or employees of the Association as expressly authorized herein;

(d) Preparation of budgets and financial statements for the Association as prescribed herein or in the Declaration;

(e) Initiation and execution of disciplinary proceedings against Members of the Association for violations of provisions of the Declaration, the Articles of Incorporation, or these Bylaws, in accordance with procedures set forth therein;

(f) Payment of taxes and assessments which are or could become a lien on any Common Area or portion thereof now owned or hereafter acquired;

(g) Contracting for casualty, liability or other insurance on behalf of the Association if such insurance is deemed necessary by the Association;

(h) Entering into any Unit as necessary in connection with any construction, maintenance or emergency repair made for the benefit of the Common Areas and Facilities or for the common benefit of the Members of the Association;

(i) Formulation of rules of operation of the Common Areas and Facilities owned or controlled by the Association;

(j) Election of officers of the Association; and

(k) Filling of vacancies on the Management Committee except for a vacancy created by the removal of a member of the Management Committee.

8.02 Limitations on General Powers. The Management Committee shall be specifically prohibited from taking any of the following actions except with the vote or written consent of a majority of the total voting power of the Association:

(a) Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Areas and Facilities or the Association for a term longer than one year with the following exceptions:

(1) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Service Commission; provided, however, that

the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; and

(2) Prepaid casualty and/or liability insurance policies of not to exceed three years duration, provided that the policy permits for short rate cancellation by the insured;

(b) Incurring aggregate expenditures for capital improvements to the Common Areas and Facilities in any fiscal year in excess of ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, unless such expenditures have been budgeted and adequate reserves therefor have been created;

(c) Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

(d) Paying compensation to members of the Management Committee or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Management Committee may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association; and

(e) Filling a vacancy on the Management Committee created by the removal of a Management Committee member.

8.03 Number and Term of Office. (a) Until this Section 8.03 is amended by a resolution duly adopted by the Management Committee or the Members of the Association, the number of members of the Management Committee shall be five (5). Each of the members of the Management Committee shall hold office until his or her successor shall have been duly elected and shall qualify or until he or she shall resign or shall have been removed in the manner provided in the Declaration, these Bylaws or Utah law.

(b) The Management Committee shall be divided into three classes. Such classes shall be as nearly equal in number as possible with the term of office of one class expiring each year. Subject to the following, at each annual meeting of the members of the Association, the successors to the class of members of the Management Committee whose term shall then expire shall be elected to hold office for a term expiring at the third succeeding annual meeting of members of the Association. At the first annual meeting at which members of the Management Committee are to be elected after adoption of these Bylaws, Class I members shall be elected for a term of 1 year; Class II members shall be elected for a term of 2 years and Class III members shall be elected for a term of 3 years.

8.04 Election of Management Committee. The Management Committee shall be elected by the Members of the Association. For the election of members of the Management Committee cumulative voting is allowed; that is, the Owner of each Unit shall be entitled to cast the number of votes equal to his percentage of undivided ownership in the Common Areas and Facilities multiplied by the number of Committee seats to be filled. At each election, the persons receiving

the greater number of votes, up to the number of members of the Management Committee then to be elected, shall be the persons then elected. The election of members of the Management Committee is subject to any provision contained in the Declaration relating thereto,

8.05 Regular Meetings. Regular meetings of the Management Committee shall be held as often as required to transact the business of the Management Committee, but not less often than semiannually.

The Management Committee may from time to time, by resolution, change the dates and times for the regular meetings of the Management Committee, so long as a meeting is held at least once every six months. Notice of the time and place of each meeting of the Management Committee shall be posted at a prominent place or places within the Project and shall be communicated to all members of the Management Committee not less than four (4) days prior to the meeting.

All meetings of the Management Committee shall be held within the Condominium Project or the Park City area.

8.06 Special Meetings. Special meetings of the Management Committee may be called by written notice signed by the president of the Association or by any two members of the Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting shall be given in a manner prescribed for notice of regular meetings of the Management Committee and shall be sent to all members of the Management Committee not less than 72 hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any member of the Management Committee signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be sent when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid.

8.07 Remote Meeting. Unless otherwise restricted by Utah law, members of the Management Committee, or any committee designated by the Management Committee, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute the presence in person at such meeting.

8.08 Quorum and Manner of Acting. A majority of the then authorized number of members of the Management Committee shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the members of the Management Committee present at any meeting at which a quorum is present shall be the act of the Management Committee. The members of the Management Committee shall act only as a board, and individual members shall have no powers as such. Regular and special meetings of the Management Committee shall be open to all Members of the Association; provided, however, that the Association Members who are not on the Management Committee may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Management Committee. The Management Committee may, with the approval of a majority of its members, adjourn the meeting and reconvene in executive

session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

8.09 Compensation. No member of the Management Committee shall receive compensation for any services that he or she may render to the Association as a member of the Management Committee ; provided, however, that a member of the Management Committee may be reimbursed for expenses incurred in performance of his or her duties as a member of the Management Committee to the extent such expenses are approved by the Management Committee and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a member of the Management Committee .

8.10 Resignation and Removal. A member of the Management Committee may resign at any time by delivering a written resignation to either the President or the Management Committee . Unless otherwise specified therein, such resignation shall take effect upon delivery. A member of the Management Committee may be removed from office prior to the expiration of his term only by the vote of a majority of the voting power of the Association or as otherwise provided in the Declaration.

8.11 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Management Committee by reason of death or resignation of a member of the Management Committee , the remaining members of the Management Committee then in office shall continue to act, and such vacancies shall be filled by a vote of the remaining members of the Management Committee then in office, though less than a quorum, in any way approved by such persons at the meeting. Any vacancy in the Management Committee occurring by reason of removal of a member of the Management Committee by the Members may be filled by election at the meeting at which such person is removed or at any subsequent regular or special meeting of the Association. The Management Committee is not authorized to fill any vacancies resulting from the removal of a member of the Management Committee . Any person elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his or her predecessor.

8.12 Informal Action by Management Committee. Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Management Committee , and an explanation of the action so taken is posted at a prominent place or places within the Project within three (3) days after the written consent of all members of the Management Committee has been obtained. In addition, before or at any meeting of the Management Committee, any member of the Management Committee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting of the Management Committee shall be a waiver of notice by him or her of the time and place thereof, unless objection be made at the beginning of the meeting.

8.13 Budgets and Financial Statements. The Management Committee shall be responsible for the preparation of budgets and financial statements of the Association and for distribution of the same to the Association Members. Preparation of those financial documents

may be delegated, assigned or contracted for as the Management Committee sees fit. Financial statements for the Association shall be regularly prepared and distributed to all Members regardless of the number of Members or the amount of assets of the Association as follows:

(a) A (budget for each fiscal year shall be distributed at each annual meeting of the Members.

(b) An annual report, consisting of the following, shall be distributed within one hundred twenty (120) days after the close of the fiscal year:

- (1) A balance sheet as of the end of the fiscal year;
- (2) An operating (income) statement for the fiscal year;
- (3) A cash flow statement for the fiscal year; and
- (4) Any other disclosures required by applicable state law.

The financial statements included in the annual report shall be audited by an independent accountant selected by the Management Committee.

ARTICLE IX OFFICERS

9.01 Officers. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Management Committee. Officers shall be appointed from among the members of the Management Committee.

9.02 Election, Tenure, and Qualifications.

(a) Officers. The officers of the Association shall be chosen annually at the regular annual meeting of the Management Committee of the Association. In the event of failure to choose officers at such meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular annual meeting of the Management Committee or otherwise) shall hold office until the next ensuing regular annual meeting of the Management Committee and until his or her successor shall have been chosen and qualified, or until his or her death or resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

(b) Subordinate Officers. The Management Committee may, from time to time, appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. The Management Committee may

from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members of the Association.

9.03 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Management Committee at any time, with or without cause.

9.04 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Management Committee at any regular or special meeting thereof.

9.05 President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall sign on behalf of the Association all membership certificates, conveyance mortgages and contracts and shall do and perform all acts and things which the Management Committee may require of him or her. The President shall be invited to attend meetings of each committee.

9.06 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Management Committee.

9.07 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Management Committee may require him or her to keep. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. The Secretary shall perform such other duties as the Management Committee may require of him or her.

9.08 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees. The Treasurer shall perform such other duties as the Board of Trustees may require of him or her.

9.09 Compensation. No officer shall receive compensation for any services that he or she may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such officer's duties as an officer to the extent such expenses are approved by the Management Committee and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as an officer.

ARTICLE X COMMITTEES

10.01 Designation of Committees. The Management Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include two (2) or more of the members of the Association, who may be members of the Management Committee. No committee member shall receive compensation for services that he or she may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his or her duties as a committee member to the extent that such expenses are approved by the Management Committee and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member.

10.02 Proceedings of Committees. Each committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

10.03 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee, the presence of members constituting at least a majority of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Management Committee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

10.04 Resignation and Removal. Any member of any committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation to the President, the Management Committee, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, with or without cause, remove any member of any committee designated by it hereunder.

10.05 Vacancies. If any vacancy shall occur in any committee designated by the Management Committee hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

ARTICLE XI INDEMNIFICATION

11.01 Indemnification of Members of the Management Committee and Officers. The Association shall indemnify, in the manner and to the fullest extent permitted by Utah law (and in the case of any amendment thereto, to the extent that such amendment permits the Association to provide broader indemnification rights than permitted prior thereto), any person (or the estate of any person) who is or was a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the Association, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a member of the Management Committee or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. The Association may, to the fullest extent permitted by Utah law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against such person. The Association may create a trust fund, grant a security interest or use other means (including without limitation a letter of credit) to ensure the payment of such sums as may become necessary to effect the indemnification as provided herein. To the fullest extent permitted by Utah law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement and any such expenses shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the indemnitee to repay such amounts if it is ultimately determined that he or she is not entitled to be indemnified. The indemnification provided herein shall not be deemed to limit the right of the Association to indemnify any other person for any such expenses to the fullest extent permitted by Utah law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Association may be entitled under any agreement, the Association's Articles of Incorporation, vote of Members or disinterested members of the Management Committee, or otherwise, both as to action in such person's official capacity and as to action in other capacity while holding such office.

11.02 Indemnification of Employees and Agents. The Association may, but only to the extent that the Management Committee may (but shall not be obligated to) authorize from time to time, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Association to the fullest extent of the provisions of this Article XI as they apply to the indemnification and advancement of expenses of directors and officers of the Association.

11.03 Enforcement of Indemnification. The rights to indemnification and the advancement of expenses conferred above shall be contract rights. If a claim under this Article XI is not paid in full by the Association within 60 days after written claim has been received by the Association, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the

expenses of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses), and (ii) any suit by the Association to recover an advancement of expenses pursuant to the terms of an undertaking that the Association shall be entitled to recover such expenses upon a final adjudication, it shall be a defense that the indemnitee has not met any applicable standard for indemnification set forth in Utah law. Neither the failure of the Association (including the Management Committee, independent legal counsel or Members) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Utah law, nor an actual determination by the Association (including the Management Committee, independent legal counsel or Members) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on the Association.

ARTICLE XII FISCAL YEAR

12.01 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following. Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

ARTICLE XIII RULES AND REGULATIONS

13.01 Rules and Regulations. The Management Committee may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and enjoyment of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Declaration or these Bylaws. Each Member shall be provided with copies of all rules and regulations adopted by the Management Committee, as well as copies of all amendments and revisions thereof.

ARTICLE XIV INSPECTION OF BOOKS AND RECORDS

14.01 Inspection of Books and Records. The Membership register, books of account and minutes of meetings of the Members, of the Management Committee and of committees of the Management Committee 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 purpose reasonably related to his interest as a Member, at the office of the Association or at such other

place within the Project as the Management Committee shall prescribe. The Management Committee shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made; and
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

Every member of the Management Committee 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 any physical properties owned or controlled by the Association.

ARTICLE XV AMENDMENTS

15.01 Amendments. Except as otherwise provided by law, by the Declaration or by these Bylaws, these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the Members upon the affirmative vote of a majority of the total votes of the Association. Nevertheless, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. No amendment shall be effective unless and until a written instrument setting forth (i) the amended, altered, repealed, or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the official records of the Association.

[SIGNATURE PAGES ARE ATTACHED]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Management Committee of The Pinnacle Homeowners Association, have executed these Bylaws on the 16 day of April, 2009.

Jeffrey L. Scheiman
Jeffrey L. Scheiman

4/16/09
Date

STATE OF _____)
)
COUNTY OF _____)

On the ___ day of _____, 2009, personally appeared before me Jeffrey L. Scheiman in his capacity as a member of the Management Committee of the Pinnacle at Deer Valley and acknowledged that he executed the foregoing instrument.



RYAN D. CROSSLEY
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

[Signature]
Notary Public
Residing at: 612 Park St, Columbus OH

My Commission Expires:

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Management Committee of The Pinnacle Homeowners Association, have executed these Bylaws on the ____ day of _____, 2009.

J. Coley

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the ____ day of _____, 2009, personally appeared before me _____ and _____, the signers of the within and foregoing Bylaws of The Pinnacle Homeowners Association, each of whom duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

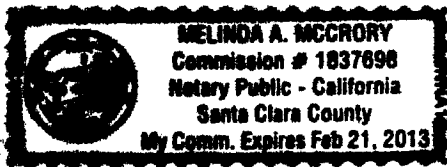
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On April 13, 2009 before me, Melinda A. McCrory, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lawrence Calof
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Melinda A. McCrory
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bylaws

Document Date: _____ Number of Pages: _____

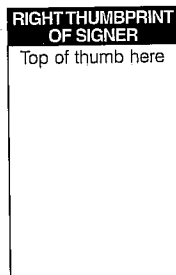
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lawrence Calof

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

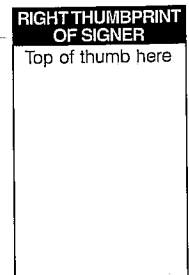
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



APPROVED BY:

Karen Reed

Date

5/5/09

STATE OF Florida)
COUNTY OF Lee)

On the 5 day of May, 2009, personally appeared before me Karen Reed, in her capacity as a member of the Management Committee of the Pinnacle at Deer Valley and acknowledged that she executed the foregoing instrument.



Robin C. Barton

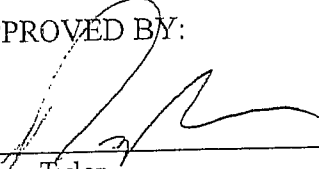
Notary Public

Residing at: Lee Co.

My Commission Expires:

Sept 7 2011

APPROVED BY:



Steve Tyler

4/24/2009
Date

STATE OF New Jersey)
COUNTY OF Monmouth)

On the 24th day of April, 2009, personally appeared before me Steve Tyler, in his capacity as a member of the Management Committee of the Pinnacle at Deer Valley and acknowledged that he executed the foregoing instrument.



Notary Public

Residing at: Rumson, N.J.

My Commission Expires:

NANCY L. SINGER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/13/2010

APPROVED BY:

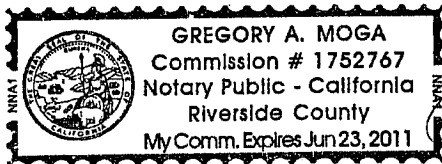
Lorrie Daube
Lorrie Daube

4/16/09
Date

STATE OF ~~CALIFORNIA~~
COUNTY OF ~~RIVERSIDE~~

(LOD)
Lorrie

On the 16 day of April, 2009, personally appeared before me ~~Lorrie~~ Daube in her capacity as a member of the Management Committee of the Pinnacle at Deer Valley and acknowledged that she executed the foregoing instrument.



Gregory A. Moga
Notary Public
Residing at: 36-101 BOB HOPE DRIVE
SUITE E-5
RANCHO MIRAGE CA
92270

My Commission Expires:

06-23-2011