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REQUEST of Treasure Mt Corp
FEE WANDA Y. SPRIGGS, SUMMIT CO RECORDER
$ 29.00 By Wanda Y Spriggs
INDEXED I ABSTRACT

# CONDOMINIUM DECLARATION

# FOR

# PARK AVENUE CONDOMINIUMS

THIS DECLARATION is made this 1 day of June, 1973, by TREASURE MOUNTAIN CORPORATION, a Utah corporation.

## I. DEFINITIONS

1.1 Declarant: "Declarant" means TREASURE MOUNTAIN CORPORATION, together with its successors and assigns.

1.2 Real Property: "Real Property" means that certain real property located in Summit County, Utah, described in Exhibit A attached hereto and by this reference made a part hereof.

1.3 Building: "Building" means any building constructed on the Real Property.

1.4 The Project: "Project" means the Real Property and all Buildings and other improvements on the Real Property.

1.5 Record of Survey Map: "Record of Survey Map" means the Record of Survey Map for Park Avenue Condominiums filed with this Declaration, dated ~~Feb~~ 2 May 7th 1973 and consisting of 4 pages, prepared by James G. West.

1.6 Unit: "Unit" means an individual air space unit, consisting of enclosed rooms occupying part of a building and bounded by the interior surfaces of the walls, floors, ceiling, windows, doors and built-in fireplaces, if any, along the perimeter boundaries of the air space as said boundaries are shown on the Record of Survey Map together with all fixtures and improvements therein contained. Paint and other wall, ceiling or floor coverings or interior surfaces shall be deemed a portion of the Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or full use and enjoyment of another Unit: Bearing walls, floors, ceilings and roofs (except the interior surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. The interior surfaces of a window or door means the points at which such surfaces are located when such window or door is closed.

1.7 Common Areas: "Common Areas" means all of the Project except all Units.

1.8 Condominium Unit: "Condominium Unit" means a Unit together with the undivided interest in the Common Areas appurtenant to that Unit (expressed as a percentage of the entire ownership interest in the Common Areas as set forth in Exhibit B attached hereto and by this reference made a part hereof).

1.9 Owner: "Owner" means any person or entity, including Declarant, at any time owning a Condominium Unit. The term "Owner" shall not refer to any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

1.10 Mortgage: "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Condominium Unit or any part thereof is encumbered.

1.11 Mortgagee: "Mortgagee" means any person named as the mortgagee or beneficiary under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

1.12 Association: "Association" means the Park Avenue Condominium Association, a Utah nonprofit corporation, its successors and assigns, organized to be the Association referred to herein.

1.13 General Common Areas: "General Common Areas" means all Common Areas except Limited Common Areas.

1.14 Limited Common Areas: "Limited Common Areas" means any Common Areas designated for exclusive use by the Owner of a particular Condominium Unit. Structural separations between Units or the space which would be occupied by such structural separations may become Limited Common Areas for the exclusive use of the Owner or Owners of the Units on either side thereof as provided in the Section hereof entitled Right to Combine Units. Any balconies, porches, storage facilities, or automobile parking spaces which are identified on the Record of Survey Map with the same number or other designation by which a Unit is identified shall be Limited Common Areas for the exclusive use of the Owner or Owners of the Unit bearing the same number or designation. Parking spaces which are not so identified shall be General Common Areas.

## II. STATEMENT OF INTENTION AND PURPOSE.

2.1 Declaration: Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of condominium ownership referred to herein and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Project.

## III. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP.

3.1 Estates of an Owner: The Project is hereby divided into Condominium Units, each consisting of a fee interest in a

Unit and an undivided fee interest in the Common Areas in accordance with the attached Exhibit B, which interest is hereby declared to be appurtenant to each Unit. Subject to the limitations contained in this Declaration, any Owner shall have the nonexclusive right to use and enjoy the General Common Areas and shall have the exclusive right to use and enjoy any Limited Common Areas which may be designated for exclusive use by such Owner.

3.2 Right to Combine Units: With the written consent of Declarant, two or more Units may be utilized by the Owner or Owners thereof as if they were one Unit. To the extent permitted in the written consent of Declarant, any walls, floors or other structural separations between any two such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, may, for as long as the two Units are utilized as one Unit, be utilized by the Owner or Owners of the adjoining Units as Limited Common Areas, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two Units which, but for joint utilization of the two Units, would have been occupied by a structural separation, shall be closed, at the equal expense of the Owners of each of the two Units and the structural separations between the two Units shall thereupon become General Common Areas.

3.3 Title: Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitations, joint tenancy or tenancy in common.

3.4 Inseparability: Title to no part of a Condominium Unit may be separated from any other part thereof during the period of condominium ownership prescribed herein, and each Unit and the undivided interest in the Common Areas appurtenant to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of Condominium Unit or any part thereof shall be construed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

3.5 Partition not Permitted: The Common Areas shall be owned in common by all the Owners of Condominium Units, and no Owner may bring any action for partition thereof.

3.6 Ad valorem Taxation: Each Condominium Unit shall be assessed separately for all taxes, assessments and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For the purpose of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the undivided interests in Common Areas appurtenant to such Units. The Association shall furnish to the assessor all necessary information with respect to such apportionment. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessments

or other governmental charges shall divest or in any way affect the title to any other Condominium Unit.

3.7 Owner's Rights with Respect to Interiors: Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries.

3.8 Easement for Access to Condominium Units: Each Condominium Unit shall have access to a public street by an Access Easement shown on the Record of Survey Map. In the event Declarant or the Association provides a suitable substitute easement at any time in the future, each Owner, by acceptance of a conveyance of a Condominium Unit, agrees for himself and his successors in interest to reconvey to Declarant upon 30 days' notice by Declarant all of such Owner's right, title and interest in the original easement or easements. Each Mortgagee, by acceptance of a Mortgage on a Condominium Unit, agrees for itself and its successors in interest to release the original easement or easements from such Mortgage upon like notice and subject to like proviso, upon receipt of proper instruments subjecting the suitable substitute easement to the lien of the Mortgage, prcvided that the Mortgage shall have the same priority with respect to the substitute easement as it had with respect to the original easement or easements.

3.9 Easements for Encroachments: If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of the Common Areas or any part of a Unit or Units encroaches or shall hereafter encroach on real property now owned by Declarant outside the boundaries of the Real Property, an easement for such encroachment shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Units. Encroachments referred to herein include, but not limited to, encroachments caused by error in the original construction of any Building to be constructed on the Real Property, by error in the Record of Survey Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

3.10 Easements of Access for Repair, Maintenance and Emergencies: Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Association shall also

have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all the Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to this Declaration.

3.11 Owner's Right to Ingress and Egress and Support: Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to any Limited Common Areas designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium Unit.

3.12 Association's Right to Use of Common Areas: The Association shall have a nonexclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the General Common Areas maintenance and storage facilities for use by the Association, and to assign particular storage facilities for use by the Owners of particular Units in which event such owner storage facilities shall become Limited Common Areas.

3.13 Easements Deemed Created: All conveyances of Condominium Units hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided for herein, even though no specific reference to such easements appears in any such conveyance.

## IV. DESCRIPTION OF A CONDOMINIUM UNIT.

4.1 Method of Description: Every contract for the sale of a Condominium Unit and every other instrument other than a deed affecting title to a Condominium Unit may describe a Unit by its identifying number or symbol as designated in this Declaration or as shown on the Record of Survey Map. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in this Declaration.

## V. MECHANIC'S LIEN RIGHTS.

5.1 Mechanics Liens: No labor performed or material furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent or subcontractor shall create

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any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas except as to the undivided interests therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against liability or loss arising from the claim of any lien against the Condominium Unit, or any part thereof, of any other Owner for labor performed or for materials furnished in work on the first Owner's Unit.

## VI. THE ASSOCIATION.

6.1 Membership: Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium Unit is held by more than one person, the membership related to that Condominium Unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the Condominium Unit is held. An Owner shall be entitled to one membership for each Condominium Unit owned by him. Each such membership shall be appurtenant to the Condominium Unit upon which it is based and shall be transferred automatically by conveyance of that Condominium Unit. No person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of a Condominium Unit; provided, however, that the right of membership may be pledged or mortgaged to a Mortgagee as further security for a loan secured by a lien on a Condominium Unit.

6.2 Amplification: The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

## VII. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

7.1 The Common Areas: The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; provided, however, that each Owner of a Condominium Unit shall keep the Limited Common Areas designated for use in connection with his Unit, except the automobile parking space and structure, in a good, clean, sanitary and attractive condition. The Association shall be responsible for the maintenance and repair of exterior surfaces of the Buildings, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs; the maintenance and repair of other Common Areas, including utility lines and all other improvements or material located within or used in connection with the Common Areas; the maintenance and repair of parking spaces and structures constituting part of the General or

Limited Common Areas; and the payment of utility and repair costs involved in the operation and repair of snow melt roads or driveways serving the parking facilities and snow melt pathways, which form a part of this Project, if any. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence in this Section.

7.2 Miscellaneous Services: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish lighting, heating, water, trash collection, sewer service and other common services to each Unit.

7.3 Personal Property for Common Use: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

7.4 Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation: (1) a requirement that draperies, shades or other interior window coverings used in Units shall present a uniform appearance of type and color from the exterior of the Building and that the Association shall have the right to inspect and approve all proposed draperies, shades or other interior window coverings to insure compliance with such rule, and (2) assignment of particular portions of storage areas within the Common Areas for exclusive use by Owners of particular Condominium Units. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

7.5 Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## VIII. ASSESSMENTS.

8.1 Agreement to Pay Assessment: Declarant, for each Condominium Unit owned by it within the Project, and for and as the owner of the Project and every part thereof, hereby covenants,

and each Owner of any Condominium Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

8.2 Amount of Total Annual Assessments: The total annual assessments against all Condominium Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas or furnishing utility services to the Units, which estimates may include, among other things, expenses of management; taxes and special assessments until the Condominium Units are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; common electrical; common charges; trash collection; repairs and maintenance; wages for Association employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

8.3 Apportionment of Annual Assessments: Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Owners in proportion to their respective undivided interests in the Common Areas.

8.4 Notice of Annual Assessments and Time for Payment Thereof: Annual assessments shall be made on a May 1 through April 30 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his Condominium Unit on or before March 1 each year for the fiscal year commencing on May 1 following such date. Such assessment shall be due and payable in quarterly installments on or before May 1, August 1, November 1 and February 1 next succeeding the date of assessment; provided, however, that the first annual assessment shall be for the balance of the fiscal year remaining after the date hereof. Each annual assessment shall bear interest at the maximum legal interest rate from the date it becomes due and payable if not paid by such date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium Unit for such assessment, but the date when payment shall become due in such case shall be deferred to a date thirty days after such notice shall have been given but no sooner than May 1 of the fiscal year to which such assessment relates.

8.5 Special Assessments for Capital Improvements: In addition to the annual assessments authorized by this Article, the Association may levy, at any time and from time to time, upon the affirmative vote of at least 75% of the total votes of all members of the Association, exclusive of the Declarant,

special assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty days after such notice shall have been given. A special assessment shall bear interest at the maximum legal interest rate from the date it becomes due and payable.

8.6 Lien for Assessments: All sums assessed to the Owner of any Condominium Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium Unit in favor of the Association.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such a notice shall be signed and acknowledged by the Association and may be recorded in the office of the County Recorder of Summit County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium Unit which shall become due during the period of foreclosure.

8.7 Personal Obligation of Owner: The amount of any annual or special assessment against any Condominium Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Condominium Unit.

8.8 Statement of Account: Upon payment of a reasonable fee not to exceed $10 and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchase of a Condominium Unit by registered or certified mail, the Association shall issue a written statement by registered or certified mail setting forth the amount of the unpaid assessments, if any,

with respect to such Condominium Unit; the amount of the current yearly assessment and the date that such assessment becomes or became due; credit for advanced payments or prepaid items, including, but not limited to Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten days following the effective date of such request, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest, subsequent to the expiration of such ten day period. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the ten day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten days, and the purchaser subsequently acquires the Condominium Unit. Registered mail shall be addressed to the Association at its current address.

8.9 Personal Liability of Purchaser for Assessments: Subject to the provisions of Section 8.8 a purchaser of a Condominium Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Condominium Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

## IX. PROVISIONS APPLICABLE TO ALL PROPERTY.

9.1 Residential Use Only: The Project shall be used exclusively for residential living purposes, such purposes to be confined to Units within the Project.

9.2 Occupancy Limitations: No Unit shall be used to accommodate more persons than it was designed to accommodate comfortably, which is defined herein as no more than two persons in each bedroom, living room or loft sleeping area.

9.3 No Business or Commercial Activity: None of the Project shall be used at any time for business or commercial activity, provided, however, that nothing in this paragraph 9.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Unit owned by Declarant as a sales model, property management office or rental office, or (b) the duly authorized agent from renting or leasing a portion or all of said Owner's Unit from time to time, subject to all of the provisions of this Declaration, as provided by Section 9.21 hereof.

9.4 Maintenance of The Project: All of the Project shall be kept and maintained by the Owner or Owners thereof in a clean, safe and attractive condition, in good repair, and in all other respects in accordance with the provisions of this Declaration at the Owner's sole cost and expense. Declarant or its duly authorized agent, shall have the right at any time, and from time to time, without liability to the Association or to the Owner of any Unit within the Project, his guests, lessees,

or invitees, for trespass or otherwise, to enter upon any of the Project for the purpose (a) of inspection of the Project, (b) of maintaining the Project in accordance with this Declaration, (c) of removing any improvement constructed, reconstructed, refinished, altered or maintained upon the Project in violation of this Declaration, (d) of restoring or otherwise reinstating the Project to its original condition as constructed or modified by Declarant, and (e) of otherwise enforcing the provisions set forth in this Declaration. Any cost or expense incurred under (b) through (e) above shall be reimbursed immediately to Declarant or its duly authorized agent by the Association if involving Common Areas, or, if involving one or more Units or Limited Common Areas, by the Owner or Owners thereof.

9.5 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any of the Project nor shall anything be done or placed upon any of the Project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

9.6 No Hazardous Activities: No activities shall be conducted, nor improvements constructed, upon any of the Project which are or might become unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no fire arms shall be discharged upon any of the Project, and no open or unattended fires shall be permitted on any of the Project including, but not limited to, unattended fires in contained barbecue units and in interior fireplaces.

9.7 No Unsightliness: No unsightliness shall be permitted upon any of the Project. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within an approved structure or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs, (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon any of the Project, (c) no vehicle, boat, or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Project, (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the Project, (e) refuse, garbage and trash shall be placed and kept at all times in a covered container and any such container shall be kept within an enclosed structure or appropriately screened from view, (f) hanging, drying or airing of clothing or household fabrics shall not be permitted in Common Areas, nor permitted within Units if visable from Common Areas or other Units or property adjacent to the Project, (g) pipes for water, gas, sewer, drainage or other purposes and wires, poles, antenna and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities and gas, water or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed structure or below the surface of the ground within the Project. Notwithstanding the foregoing, if, at the time of occupancy of any approved structure in the Project, a connection to

a nearby television cable is not available, and if a signal from a booster or translater is not being adequately produced into the area in the sole discretion of the Declarant, then Declarant may install a temporary master television antenna for each Building of attached Units. If, at any time thereafter,a connection to a nearby television cable is or becomes available, Declarant may remove all television antennae previously installed, at Declarant's expense. Thereafter, no television antenna shall be permitted on the exterior of Buildings or within Common Areas.

9.8 No Annoying Lights, Sounds or Odors: No light shall be emitted from any of the Project which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any of the Project which is unreasonably loud or annoying including but not without limitation, speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively to protect any of the Project; and no odor shall be emitted from any of the Project which is noxious or offensive to others.

9.9 Restriction on Animals: No animals, birds, fish or other pets shall be kept or allowed to remain on any of the Project unless and until written authorization is obtained from the Board of Directors of the Association. The Board of Directors, in its sole discretion, shall have the right to revoke such authorization at any time.

9.10 Restriction on Signs: No signs or advertising devices of any nature, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Project, except signs approved in writing by Declarant as to size, materials, color and location: (a) as necessary to identify ownership of the Project, its address, individual Units and assigned parking spaces; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law. In addition, every Owner shall have the right to install or erect on his Unit a "For Sale" sign of reasonable and customary dimensions without the authorization of Declarant.

9.11 Restriction on Parking: Parking of automobiles and other vehicles shall be confined to assigned or other designated spaces within the Project. No Owner or Owner's guest, lessee or invitee, or any other person, shall be allowed to park automobiles or any other vehicles within assigned or other designated parking spaces while not in occupancy of a Unit within the Project, except maintenance, repair and service vehicles which shall be allowed to park where designated from time to time by the Association while actually performing duties or services requested by the Association or an Owner. Occupants will be permitted only to use the parking space assigned to the Unit they occupy and prohibited from using any parking space or spaces assigned to other Units. The Association, or their duly authorized agents shall have the right to tow away automobiles and other vehicles



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which are parked in violation of this paragraph 9.11, at the expense of the owner of such automobiles or other vehicles, without liability to owners of such automobiles or other vehicles, Owners, or any other person.

9.12 Landscaping Restriction and Replacement: No tree, plant, shrub, grass or other ground cover shall be planted or allowed to remain on the Project except: (a) Declarant shall have the right to complete landscaping of the Property in accordance with the Landscape Plan on file in Declarant's office; and (b) the Association will be required to repair or replace all landscaping which dies or is severelydamaged, in accordance with such Landscaping Plan during the next planting season following such death or damage.

9.13 No Subdivision: No Unit, Common Areas, or portions thereof may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership.

9.14 Prohibition of Damage and Certain Activities: Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any guest, lessee or invitee of any Owner,and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner.

9.15 Rules and Regulations: No Owner shall violate the rules and regulations for the use of the Units and of the Common Areas as adopted from time to time by the Association.

9.16 Maintenance of Interiors: Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceilings,floors, and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition and good state of repair. In the event that unsightly or objectionable conditions should exist in any Unit, and in the event that the Owner should not correct the same promptly following written notice from the board of trustees, the Association shall have the right, at the expense of the Owner, and without liability to Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsightly or objectionable conditions.



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9.17 Structural Alterations: No structural alterations to any Unit shall be made, and no plumbing, electrical or similar work within the common elements shall be done by any Owner without the prior written consent of the Association.

9.18 No Temporary Structures: No tent, shack, trailer, mobile home, camper, or other temporary building, improvement, structure or facility shall be placed or allowed to remain upon any of the Project.

9.19 Construction Period Exception: During the course of actual construction of any permitted structures or improvements, the provisions, covenants, conditions and restrictions contained in the Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction, nothing is done which will result in a violation of any of said provisions, covenants, conditions and restrictions upon completion of construction.

9.20 No Changes to Property: Except as provided or contemplated by this Declaration No Change in the existing state of the Property shall be made or permitted, which shall include, without limitation: (a) The construction or expansion of any Building, structure or other improvements, including utility facilities; (b) The destruction by voluntary action or the abandonment of any Building, structure or other improvements; (c) The excavation, filling or similar disturbance of the surface of land including, without limitation, change of grade, stream bed, ground level or drainage pattern; (d) The clearing, marring, defacing or damaging of trees, shrubs or other growing things; (e) The landscaping or planting of trees, shrubs, lawns or plants; or (f) Any change or alteration, including without limitation, any change of color, architectural style, materials, texture of exterior appearance.

## X. INSURANCE.

10.1 Types of Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Utah:

(a) Casualty Insurance: The Association shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which said insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the Project would, in the



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exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance, if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of a blanket coverage and may elect such"deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance: The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) Workmen's Compensation and Employer's Liability Insurance: The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amount and in the forms now or hereafter required by law.

(d) Fidelity Insurance: The Association shall purchase, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery.

(e) Other: The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

10.2 Form: Casualty insurance shall be carried in a form or forms naming the Association the insured, as trustee for the Owners and for Declarant, whether or not it is an Owner, which policy or policies shall specify the interest of each Condominium Unit Owner (Owner's name, Unit number, the appurtenant undivided



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interest in the Common Areas), and which policy or policies shall provide a standard, noncontributory mortgagee clause in favor of each first Mortgagee which from time to time shall give notice to the Association of such first Mortgage. Each policy also shall provide that it cannot be cancelled by either the insured or the insurance company until after ten days' prior written notice is first given to each Owner, to Declarant and to each first Mortgagee who has requested such notice in writing. The Association shall furnish to each Owner a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occuring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy, as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Owners and for Declarant, whether or not it is an Owner, and shall protect each Owner and Declarant against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Project.

10.3 Insurance Proceeds: The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units.

10.4 Owner's Own Insurance: Notwithstanding the provisions hereof, each Owner may obtain insurance at his own expense providing coverage upon his Condominium Unit, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's Condominium Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

## XI. CASUALTY DAMAGE OR DESTRUCTION.

11.1 Association as Attorney in Fact: All of the Owners irrevocably constitute and appoint the Association their true and

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lawful attorney in fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment by said grantee of the Association as his attorney in fact as herein provided.

11.2 General Authority of Association: As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Condominium Unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding Sections means restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners upon the affirmative vote of at least 75% of the total votes of all members of the Association agree not to rebuild within one hundred days after such destruction or damage in accordance with the provisions set forth hereinafter.

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

11.4 Repair or Reconstruction: As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of the part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection herewith. The project shall be restored or repaired to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before.

11.5 Funds for Reconstruction: The proceeds of any insurance collected or insurance maintained by the Association shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Article VIII hereof. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

11.6 Disbursement of Funds for Repair or Reconstruction: The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 11.5 constitute a fund for the payment of cost of repair and reconstruction

after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the assessments levied by the Association.

XII: OBSOLESCENCE.

12.1 Adoption of a Plan: The Owners representing an aggregate ownership interest of 85% or more of the Units may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction, which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan and written approval of Declarant. Written notice of adoption of such a plan shall be given to all Owners.

12.2 Payment for Renewal and Reconstruction: The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominium Units. These assessments shall be levied in advance and shall be allocated and collected as provided in this Declaration. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction. In the event amounts collected pursuant hereto are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the assessments levied by the Association.

12.3 Dissents from the Plan. An Owner not a party to such a plan for renewal or reconstruction may give written notice of dissent to the Association within fifteen days after receipt of notice of adoption of the plan. The Association shall then give written advice of such dissents to all the Owners within five days after the expiration of such fifteen-day period. Within fifteen days of receipt of such notice from the Association the owners representing an aggregate ownership of more than 15% of the Units may cancel the plan by notifying the Association in writing of their dissent. If the plan is not cancelled then the Condominium Units of each dissenter shall be purchased according to the following procedures. If the Owner and the Association can agree on the fair market value thereof, then such sale and conveyance shall be completed within sixty days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten days following the commencing date, each party shall nominate a qualified appraiser by written nomination and shall give notice of such nomination to the other. If either party fails to make such nomination, the appraiser nominated shall, within five days after default by the other party, appoint and associate with him another qualified appraiser. If the two appraisers designated by the parties, or selected pursuant hereto in the event of

default of one party, are unable to agree, they shall appoint another qualified appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two qualified appraisers, and from the names of the four persons so nominated one shall be drawn by lot by judge of any court of record in Utah, and the person whose name is so drawn shall be the umpire. The nominations from among which the name of the umpire is to be drawn by lot shall be submitted within ten days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, the decision of such umpire shall be final and binding. Any such appraisal shall be based on fair market value prior to reconstruction and without considering benefit of, effect from, or cost of, reconstruction. The expenses and fees of such appraisers shall be borne equally by the Association and the Owner. The sale shall be consummated within sixty days after decision of the appraisers, and the Association as attorney in fact shall disburse the proceeds first to persons holding liens or encumbrances on the Unit in the order of the priority of their liens and the balance remaining to the Condominium Unit Owner. The obligation of the Association to make such purchase shall be conditioned on the fair market value of the Condominium Unit exceeding the obligations secured by liens and encumbrances on such Condominium Unit, and upon the marketability of the title of the Owner. Owner shall furnish the Association a title commitment for a standard form of title insurance evidencing marketability of his title not less than fifteen days prior to the date set for completion of the sale.

The Association may levy a special assessment sufficient to provide funds to pay for the Condominium Units of the dissenters, provided that such assessments shall not apply to any of the Owners who are among the dissenters and shall not be liens against the Condominium Units of such Owners.

12.4 Sale of Obsolete Units: The Owners representing an aggregate ownership interest of 85% or more of the Units may agree that the Condominium Units are obsolete and that the Project should be sold. In such instance the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney in fact for all of the Owners free and clear of the provisions contained in this Declaration, the Record of Survey Map and the By-Laws of the Association. The sale proceeds shall be apportioned among the Owners in the same proportion as undivided interests in Common Areas are held as provided in Section 14.1 of this Declaration, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney in fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to payment of

valid tax and special assessment liens on the Condominium Unit in favor of any governmental assessing authority, next to payment of assessments made pursuant to this Condominium Declaration, next to other holders of liens or encumbrances on the Unit in the order of priority of their liens, and the balance remaining, if any, to each respective Owner.

## XIII. CONDEMNATION.

13.1 Consequences of Condemnation: If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

13.2 Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

13.3 Complete Taking: In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners in the same proportion as undivided interests in Common Areas are held as provided in Section 14.1 of this Declaration. Such apportioned proceeds shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 12.4 of this Declaration.

13.4 Partial Taking: In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners, as follows: (a) the total amount allocated to taking of or injury to the Common Areas shall be apportioned among Owners in proportion to their respective undivided interests in the Common Areas, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective Mortgagees.

13.5 Reorganization: In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration.

13.6 Reconstruction and Repair: Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified herein in cases of Casualty Damage or Destruction.

## XIV. FRACTIONAL UNDIVIDED INTERESTS IN COMMON AREAS.

14.1 Computation of Undivided Interests in Common Areas: The undivided interest in Common Areas appurtenant to each Unit in the Project is as set forth in Exhibit B attached hereto and by this reference made a part hereof.

## XV. REVOCATION OR AMENDMENT TO DECLARATION.

15.1 Revocation or Amendment: This Declaration shall not be revoked unless the Owners representing an aggregate ownership interest of 100% of the Condominium Units, as reflected on the real estate records of Summit County, Utah, and all of the holders of any Mortgage appearing in such records and covering or affecting any or all of the Condominium Units consent and agree to such revocation by instruments duly recorded. This Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 85% or more of the Condominium Units as reflected on the real estate records of Summit County, Utah, consent and agree to such amendment by instruments duly recorded.

## XVI. PERIOD OF CONDOMINIUM OWNERSHIP.

16.1 Duration: The condominium ownership created by this Declaration and the Record of Survey Map shall continue until this Declaration is revoked or terminated in the manner provided in Articles herein dealing with obsolescence, condemnation, or revocation.

## XVII. MISCELLANEOUS.

17.1 Compliance with Provisions of Declaration and By-Laws of the Association: Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same

may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner.

17.2 Registration of Mailing Address: Each Owner shall register from time to time his current mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the By-Laws of the Association. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section.

17.3 Transfer of Declarant's Rights: Any right or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of such rights or interests, to any person or entity.

17.4 Owner's Obligations Continue: All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented said interest as provided herein, but the Owner of a Condominium Unit shall have no obligation for expenses or other obligations accruing after he conveys such Condominium Unit.

17.5 Number and Gender: Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

17.6 Severability: If any of the provisions of this Declaration or any Section, paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, Section, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

17.7 Statute: The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Utah and to all other provisions of law.

17.8 Arbitration of Disputes: All controversies arising under or with respect to this Declaration or any Supplemental or Amended Declaration shall be submitted to arbitration in accordance with the following procedure. All determinations, decisions and actions of the Association, of the Board of Trustees of the Association, or of Declarant or of Members at any meeting of such Members which is made or taken or purportedly made or taken under or pursuant to any provision of or with respect to this Declaration shall be binding and conclusive on every person including the Association, Declarant, and each Owner

and each such Owner's heirs, personal representatives, successor's and assigns unless notice of dispute is given as herein provided and the matter is submitted to arbitration in accordance with the following procedure.

Any party desiring to arbitrate any controversy shall file written notice of his desire with the Association and any party desiring to dispute any determination, decision or action as aforesaid shall file a written notice of the existence and nature of the dispute with the Association within 30 days after he discovers, learns or has notice of such determination, decision or action. As promptly as possible after receipt of such notice, the party or parties interested in the matter shall be heard by the Board of Trustees; if not settled or resolved at such hearing the party or parties on each side of the matter or dispute shall select an arbitrator; the arbitrators so selected shall select an additional arbitrator; the matter of dispute shall be heard by the arbitrators at a convenient location in Park City, Utah; and a decision in the arbitration shall be rendered by the arbitrators. The decision of a majority of the arbitrators shall be binding and conclusive on all parties. Any disputed determination, decision or action as aforesaid shall be upheld by the arbitrators if it is or was authorized or proper under or consistent with the overall purposes of this Declaration or any Supplemental or Amended Declaration. Costs of any arbitration shall be borne equally by the party or parties on each side of the controversy or dispute.

17.9 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Association or Condominium Units shall be enforceable by Declarant or by any Owner of a Condominium Unit subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the Association or Declarant shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

17.10 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

17.11 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of

any other provision, restriction, covenant or condition.

IN WITNESS WHEREOF, Treasure Mountain Corporation has executed this Declaration the day and year first above written.

TREASURE MOUNTAIN CORPORATION,
a Utah corporation

By J. Warren King
J. Warren King, President

STATE OF UTAH )
: ss.
COUNTY OF SUMMIT )

On the 1 day of June, 1973, personally appeared before me, J. WARREN KING, who, being by me duly sworn, did say that he is the President of TREASURE MOUNTAIN CORPORATION, a Utah corporation, and that the within and foregoing Condominium Declaration for Park Avenue Condominiums was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public
Residing at Summit County, Utah

My Commission Expires:
11-1-76

NOTARY PUBLIC — WILKINS — STATE OF UTAH

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EXHIBIT A
TO CONDOMINIUM DECLARATION
FOR PARK AVENUE CONDOMINIUMS

The following is the legal description for the Park Avenue Condominiums, Park City, Summit County, Utah:

Beginning at a point South 341.75 feet and East 21.85 feet from the West quarter corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 17° 36' 08" East 107.05 feet to the Westerly Right-of-Way line of State Highway U-224, said point being on a curve to the Left the radius point of which is North 17° 36' 08" East 623.70 feet; thence Southeasterly along the arc of said curve and said Right-of-Way line 219.85 feet to a point of a reverse curve to the Right the radius point of which is South 9° 03' 03" West 400.74 feet; thence Southeasterly along the arc of said curve and said Right-of-Way line 325.92 feet to a point of tangency; thence South 34° 21' 02" East along said Right-of-Way line 113.30 feet to a point of a 5689.58 foot radius curve to the Right; thence Southerly along the arc of said curve and said Right-of-Way line 1027.77 feet to a point of tangency; thence South 24° 00' East along said Right-of-Way line 53.18 feet; thence South 66° 00' West 290.00 feet; thence South 43° 30' West 74.38 feet; thence North 88° 30' West 143.39 feet; thence North 34° 00' West 290.00 feet; thence North 11° 00' West 587.45 feet; thence North 37° 15' West 610.00 feet to the point of beginning.

Contains 14.315 acres.

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**EXHIBIT B**
**TO CONDOMINIUM DECLARATION**
**FOR PARK AVENUE CONDOMINIUMS**

| Unit Designation | Appurtenant Undivided Interest in Common Areas | Unit Designation | Appurtenant Undivided Interest in Common Areas |
|---|---|---|---|
| 1 | .753% | 25 | .768% |
| 2 | .753 | 26 | .760 |
| 3 | .753 | 27 | .760 |
| 4 | .753 | 28 | .760 |
| 5 | .753 | 29 | .760 |
| 6 | .753 | 30 | .760 |
| 7 | .760 | 31 | .760 |
| 8 | .768 | 32 | .775 |
| 9 | .772 | 33 | .790 |
| 10 | .757 | 34 | .887 |
| 11 | .757 | 35 | .466 |
| 12 | .757 | 36 | .466 |
| 13 | .757 | 37 | .817 |
| 14 | .757 | 38 | .817 |
| 15 | .760 | 39 | .888 |
| 16 | .775 | 40 | .797 |
| 17 | .768 | 41 | .804 |
| 18 | .834 | 42 | .901 |
| 19 | .446 | 43 | .479 |
| 20 | .446 | 44 | .479 |
| 21 | .772 | 45 | .833 |
| 22 | .772 | 46 | .833 |
| 23 | .834 | 47 | .892 |
| 24 | .760 | 48 | .804 |

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| Unit Designation | Appurtenant Undivided Interest in Common Areas | Unit Designation | Appurtenant Undivided Interest in Common Areas |
|---|---|---|---|
| 49 | .804% | 76 | .768% |
| 50 | .797 | 77 | .804 |
| 51 | .801 | 78 | .804 |
| 52 | .797 | 79 | .804 |
| 53 | .797 | 80 | .804 |
| 54 | .801 | 81 | .804 |
| 55 | .794 | 82 | .804 |
| 56 | .801 | 83 | .801 |
| 57 | .794 | 84 | .804 |
| 58 | .794 | 85 | .804 |
| 59 | .801 | 86 | .801 |
| 60 | .804 | 87 | .804 |
| 61 | .804 | 88 | .801 |
| 62 | .801 | 89 | .801 |
| 63 | .804 | 90 | .801 |
| 64 | .801 | 91 | .797 |
| 65 | .801 | 92 | .801 |
| 66 | .801 | 93 | .768 |
| 67 | .794 | 94 | .834 |
| 68 | .801 | 95 | .446 |
| 69 | .768 | 96 | .446 |
| 70 | .843 | 97 | .772 |
| 71 | .450 | 98 | .772 |
| 72 | .450 | 99 | .834 |
| 73 | .779 | 100 | .768 |
| 74 | .779 | 101 | .797 |
| 75 | .843 | 102 | .892 |

| Unit Designation | Appurtenant Undivided Interest in Common Areas | Unit Designation | Appurtenant Undivided Interest in Common Areas |
|---|---|---|---|
| 103 | .479% | 130 | .833% |
| 104 | .479 | 131 | .892 |
| 105 | .833 | 132 | .790 |
| 106 | .833 | | |
| 107 | .888 | | |
| 108 | .801 | | |
| 109 | .753 | | |
| 110 | .746 | | |
| 111 | .746 | | |
| 112 | .746 | | |
| 113 | .746 | | |
| 114 | .746 | | |
| 115 | .746 | | |
| 116 | .753 | | |
| 117 | .804 | | |
| 118 | .901 | | |
| 119 | .479 | | |
| 120 | .479 | | |
| 121 | .833 | | |
| 122 | .833 | | |
| 123 | .897 | | |
| 124 | .804 | | |
| 125 | .804 | | |
| 126 | .901 | | |
| 127 | .479 | | |
| 128 | .477 | | |
| 129 | .833 | | |

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