

Declarant hereby reserves for itself, its successors and assigns the right, but is not obligated, to construct:

- (a) any Improvements shown on the Map; and
- (b) any other buildings, structures, or improvements that Declarant desires to construct on the Land, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Condominium Project.

#### 15.02 Development Rights.

Declarant hereby reserves for itself, its successors and assigns the right to create easements, permits, licenses and other property rights and reservations as described in Articles II and XI of this Declaration.

#### 15.03 Sales Offices and Models.

Notwithstanding anything in the Declaration to the contrary, during the Declarant Control Period, Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units owned or to be owned by Declarant.

(a) Declarant shall have the right to maintain three (3) or less sales offices or model Units. Such offices and/or model Units may be one or more Units (of any floor area and at any location) owned by it, one or more separate structures or facilities placed on the Land for the purpose of aiding Declarant's sales efforts, a room or rooms in the Common Elements, or any combination of the foregoing. If one or more structures or facilities is so utilized by Declarant, each shall be reasonably located given the layout of the Condominium Project and each shall have an aggregate floor area not substantially in excess of the aggregate floor area of the largest Unit contained in the Condominium Project.

(b) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or signs, banners, or similar devices at any place or places on the Land, but any such device shall be of a size and in a location as is reasonable and customary.

(c) Declarant shall have the right from time to time to locate or relocate any of its sales offices, model Units, and/or signs, banners, or similar devices, but in connection with such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period after the end of the Declarant Control Period, Declarant shall have the right to remove from the Condominium Project any signs, banners, or similar devices and any separate structure or facility which was placed on a portion of the Land for the purpose of aiding Declarant's sales efforts. Any signs, banners,

or similar devices, and any separate structure or facility for aiding Declarant's sales efforts shall comply with applicable zoning ordinances.

15.04 Exercising Special Declarant Rights.

Declarant may exercise its Special Declarant Rights at any time prior to the later to occur of the date on which the Declarant Control Period expires or the date that is fifty (50) years after the date on which this Declaration is recorded in the Summit County Records. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise its Special Declarant Rights. If Declarant exercises any Special Declarant Right with respect to any portion of the Land, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Land. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article XV and any other right reserved to Declarant in this Declaration, without the consent of the Association or any of the Owners.

15.05 Interference with Special Declarant Rights.

Neither the Association nor any Owner may take any action or adopt any Rule or Regulation that interferes with or diminishes any Special Declarant Right, without Declarant's prior written consent. Any action taken in violation of this Section 15.05 shall be null and void and have no force or effect.

15.06 Rights Transferable.

Declarant may transfer any Special Declarant Right reserved to it under this Article XV or under any other provision of this Declaration in accordance with the terms and conditions of the Act.

ARTICLE XVI  
MORTGAGEE PROTECTIONS

16.01 Benefit of Mortgagees.

This Article establishes certain standards and covenants which are for the benefit of Mortgagees. This Article is supplemental to, and not in substitution of, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

16.02 Notice of Actions.

If requested in writing to do so, the Association shall give prompt written notice of the following to each First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the First Mortgagee;

(b) any delinquency in the payment of Assessments which remains uncured for sixty days by an Owner whose Unit is encumbered by a First Mortgage held by such First Mortgagee;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of First Mortgagees as set forth in this Article; and

(e) any judgment rendered against the Association.

#### 16.03 Consent Required.

Notwithstanding anything to the contrary contained in this Declaration, the Association may not take any of the following actions without the consent of sixty-seven percent (67%) of the First Mortgagees (based on one vote for each Unit covered by a First Mortgage):

(a) by act or omission seek to abandon or terminate the Condominium Project, except after condemnation or substantial casualty;

(b) except as provided herein for condemnation, casualty, the addition of Additional Land, and the exercise of Special Declarant Rights, change the Interests in General Common Elements, Shares of Common Expenses or votes in the Association of any Unit;

(c) subdivide, partition, or relocate the boundaries of any Unit, except as permitted with respect to Special Declarant Rights;

(d) abandon, subdivide, partition, encumber, sell, or transfer the Common Elements (the granting of easements for public utilities or for other purposes provided for in this Declaration shall not be deemed transfers);

(e) use property insurance proceeds for losses to any portion of the Common Elements for other than repair, replacement, or reconstruction of such Common Elements, except as provided by this Declaration; or

(f) merge the Condominium Project with any other common interest community.

#### 16.04 Notice of Objection.

Unless a First Mortgagee provides the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of First Mortgagees within thirty days following the receipt of notice of such proposed amendment or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

16.05 First Mortgagee's Rights.

(a) First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, for the Common Elements. First Mortgagees making such payment shall be owed immediate reimbursement from the Association.

(b) A First Mortgagee shall be entitled to cure any delinquency of the Owner of a Unit encumbered by its First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

16.06 Limitations on First Mortgagee's Rights.

No requirement for approval or consent by a First Mortgagee provided in this Article shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Owners or the Management Committee;

(b) prevent the Association or the Management Committee from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article XII above.

16.07 Declarant Rights.

No provision or requirement of this Article XVI shall apply to any Special Declarant Rights or other rights reserved to Declarant in this Declaration.

16.08 Mortgagee Rights in Insurance or Condemnation Proceeds Unaffected.

Notwithstanding any other provision contained herein to the contrary, this Declaration shall not be deemed to give an Owner, or any other party, priority over the rights of a First Mortgagee, with respect to a Condominium Unit in which it has an interest, upon payment to an Owner of insurance proceeds or condemnation awards for losses to or a taking of said Owner's Condominium Unit and/or with respect to said Owner's interest in the Common Elements.

ARTICLE XVII  
ENFORCEMENT AND REMEDIES

17.01 Enforcement.

(a) Each provision of this Declaration with respect to the Association or the Common Elements shall be enforceable by Declarant or by any Owner by a proceeding for injunctive relief.

(b) Each provision of this Declaration with respect to an Owner or a Unit shall be enforceable by Declarant or by the Association by:

(i) a proceeding for injunctive relief;

(ii) a suit or action to recover damages; or

(iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and its Guests from the use of any Common Elements and from participation in any Association affairs.

(c) In addition to the rights and remedies described in paragraph 17.01(b) above, if an Owner fails to strictly perform or observe any covenant or condition to be performed or observed by such Owner under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty days after the Owner receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine the Owner, as a Default Assessment, an amount not to exceed \$100 for each violation. The Owner shall pay any such fine to the Association within thirty days after the Owner receives written invoice therefor from the Association.

(iii) With respect to an Owner's failure to pay an installment of any Assessment, the Association may accelerate the due date for the payment of the full amount of the Assessment.

(iv) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(d) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

#### 17.02 Attorneys' Fees.

In the event of any dispute under or with respect to this Declaration or any other Association Document, the prevailing party shall be entitled to recover from the nonprevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

#### 17.03 Interest.

If an Owner fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest on such unpaid amount at the rate of eighteen percent (18%) per annum, or such other rate as the Management Committee may establish from time to time, from the due date of such unpaid amount until the date paid.

#### 17.04 Right to Notice and Hearing.

Whenever an Association Document requires that an action be taken after "notice and hearing," the following procedure shall be observed. The party proposing to take the action (e.g., the Management Committee or a committee or officer of the Association) shall give at least three (3) days' prior written notice of the proposed action to all Owners whose interests would be significantly affected by the proposed action, as reasonably determined by the proposing party. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the party proposing to take the action, and all affected Owners may give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. Any affected Owner shall be notified of the decision in the same manner in which notice of the hearing was given. Any Owner having a right to notice and hearing shall have the right to appeal to the Management Committee from a decision of a proposing party other than the Management Committee. Such right of appeal may be exercised within ten (10) days after an Owner receives notice of the decision, by filing a written notice of appeal with the Management Committee. The Management Committee shall conduct a hearing within forty-five (45) days thereafter, giving the same notice and observing the same procedures as were required for the original hearing.

#### 17.05 Nonwaiver.

Failure by Declarant, the Association or any Owner to enforce any covenant, condition, restriction, reservation, easement, assessment, charge, lien or other provision of this Declaration or any other Association Document shall in no way be deemed to be a waiver of the right to do so thereafter.

ARTICLE XVIII  
TERM AND AMENDMENTS

18.01 Term.

The covenants, conditions, restrictions, reservations, easements, assessments, charges, and liens set forth in this Declaration shall run with and bind the Land until the Declaration is terminated pursuant to Section 18.02 below.

18.02 Termination.

Subject to the rights of Mortgagees under Article XVI above, the Owners may terminate the Condominium Project and this Declaration, by the vote of 100 percent of the votes allocated to all Units. If the necessary votes are obtained, the agreement of the Owners to terminate the Condominium Project and this Declaration shall be evidenced by a termination agreement or ratification thereof, executed by the required number of Owners in accordance with the Act. Upon recordation of the termination agreement in the Summit County Records, the Condominium Project shall be terminated, this Declaration shall have no further force or effect, and the Association shall be dissolved. Notwithstanding the foregoing, the Owners may not terminate the Condominium Project during the Declarant Control Period without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.

18.03 Amendments.

Except as otherwise expressly provided in this Declaration or the Act, and except for provisions of this Declaration regarding the rights and obligations of Declarant, which may not be amended without Declarant's prior written consent, and subject to the rights of Mortgagees under Article XVI above, Owners may amend any provision of this Declaration at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units. If the necessary votes and consent are obtained, the Association shall cause an amendment to the Declaration to be recorded in the Summit County Records. Notwithstanding the foregoing, the Owners may not amend this Declaration during the Declarant Control Period without Declarant's prior written consent, which consent Declarant may withhold in its sole discretion.

ARTICLE XIX

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ARTICLE XX  
OPTION TO EXPAND THE CONDOMINIUM PROJECT

20.01 Right to Expand and State of Title to New Units.

Notwithstanding anything in this Declaration to the contrary, there is hereby granted unto Declarant, the Declarant hereby reserves, the absolute right and option to expand the Condominium Project at any time (within the limits herein prescribed) and from time to time by adding to the Condominium Project the Additional Land or a portion or portions thereof. Notwithstanding any provision of the Act or this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Owner) and shall be limited only as specifically provided in the Act and this Declaration. Any given portion of the Additional Land shall be deemed added to the Condominium Project at such time as a supplement to this Declaration and to the Survey Map containing the information required by the Act and by Section 20.03 has been recorded with respect to the portion of the Additional Land concerned. After the recordation of such supplements, title to each Unit thereby created within the portion of the Additional Land concerned and its appurtenant undivided ownership interest in the Common Areas shall be vested in and held by Declarant, and none of the other Unit Owners shall have any claim or title to or interest in such Unit or its appurtenant percentage of undivided ownership interest. If at the time a particular portion of the Additional Land is added to the Condominium Project there is of record a mortgage or deed of trust which by its terms describes the real property thereby encumbered by a metes and bounds description or other description describing the lateral or parametric boundaries of such real property (as distinguished from the description of a Unit), and if the parcel of real property as defined by the description set forth in such mortgage or trust deed includes the portion of the Additional Land then being added to the Condominium Project, and irrespective of whether or not any partial release or reconveyance pertaining to such mortgage or trust deed has theretofore been recorded with respect to any other Unit in the Condominium Project, then and in that event such mortgage or trust deed shall, upon the addition to the Condominium Project of that portion of the Additional Land concerned and whether or not such mortgage or trust deed does so by its terms, automatically cover, encumber, and include each Unit thereby created within such portion of the Additional Land and such Unit's appurtenant undivided ownership interest in the Common Elements. Nothing herein shall prevent the granting of a mortgage or trust deed on any Unit produced by the addition to the Condominium Project of a portion of the Additional Land, but any such mortgage or trust deed shall be subject and inferior to the lien on or interests in such Unit which arise by operation of the immediately preceding sentence.

20.02 Rights and Statements Respecting Additional Land.

Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning the expansion of the Condominium Project by the addition thereto of the Additional Land or a portion or portions thereof.

- (a) All of the Additional Land need not be added to the Condominium Project if any of such Land is added. Rather, a portion or portions of the Additional Land may be



added to the Condominium Project at any time (within the limits herein prescribed) and from time to time.

(b) Except for the limitations and requirements set forth in paragraph 20.02(d), there are no limitations or requirements relative to the size, location, or configuration of any given portion of the Additional Land which can be added to the Condominium Project or relative to the order in which particular portions of the Additional Land can be added to the Condominium Project.

(c) There are no limitations or requirements relative to the location of improvements that may be made on any portion of the Additional Land which is added to the Condominium Project and no assurance is made in this regard.

(d) Assuming that the entirety of the Additional Land is added to the Condominium Project, the maximum number of Units which may be created on the Additional Land is forty-eight (48). At any given time the total number of Units created on such portion(s) of the Additional Land as has (have) theretofore been added to the Condominium Project divided by the total acreage of such portion(s) shall be no greater than eighteen (18) Units per acre.

(e) Each Unit created on any portion of the Additional Land which is added to the Condominium Project shall be used for single family residential housing purposes only and shall be subject to the matters set forth in Article X of this Declaration. The Condominium Project is a residential facility, and all Units and Common Elements are to be utilized for residential purposes. All portions of the Additional Land added, but only upon such addition, to the Condominium Project shall be subject to the same restrictions regarding residential use as are then applicable to the Condominium Project generally.

(f) Any Building or other structure erected on any portion of the Additional Land which is added to the Condominium Project shall be constructed in a good and workmanlike manner. The type of Buildings or other structures that may be erected on any such portion of the Additional Land and the style of such Buildings and structures shall be architecturally compatible with the pre-existing Condominium Project and the principal materials used in the construction of the existing Buildings.

(g) There are no limitations relative to the type of other improvements that may or may not be made to be constructed on any portion of the Additional Land, and no assurances are made in that regard. Any such other improvements may be of the type and in the location determined to be appropriate by Declarant.

(h) There are no limitations relative to the type or Area of the Units that may be created on the Additional Land; provided, no Unit shall be smaller than 700 square feet nor larger than 1800 square feet.

(i) In conjunction with the addition to the Condominium Project of a portion of the Additional Land, Declarant shall have the right to create Limited Common Elements within such portion. There are no limitations relative to the type, size, or number of such Limited Common Elements; however, each of the said Limited Common Elements shall be appurtenant to a Unit or Units located within such portion of the Additional Land. Such Limited Common Elements may include and consist of patios, porches, balconies, and/or decks attached or adjacent to a Building located on the portion of the Additional Land concerned, storage lockers, areas, or spaces, open parking spaces, and/or basement garages.

(j) In conjunction with the addition to the Condominium Project of a portion of the Additional Land, Declarant shall have the right to reserve, in the instruments through which the addition is accomplished, easements and rights of ingress and egress comparable to those reserved unto Declarant in Articles II and XI of this Declaration. A portion of the Additional Land may be dedicated as part of a public right-of-way generally located on the southern boundary of such Additional Land.

#### 20.03 Procedure for Expansion.

The supplements to this Declaration and to the Map by which addition to the Condominium Project of any portion of the Additional Land is accomplished shall be executed by Declarant, shall be in recordable form, must be filed for record in the office of the County Recorder of Summit County, Utah on or before seven (7) years from the date that this Declaration is recorded, and when taken together shall contain the following information for that portion of the Additional Land which is being added to the Condominium Project:

- (a) Data sufficient to identify this Declaration and the Map.
- (b) The legal description of the portion of the Additional Land being added to the Condominium Project.
- (c) A description of any convertible land or Building(s), if any, located or to be located on the portion of the Additional Land concerned and of all other significant improvements located or to be located on such portion. Such description shall provide essentially the same type of information as is provided in this Declaration with respect to the Additional Land or Buildings and improvements initially included in the Condominium Project.
- (d) The Unit Number of each Unit being created within the portion of the Additional Land concerned and any other data necessary for the proper identification thereof.
- (e) The Size of each Unit being created within the portion of the Additional Land concerned.

(f) A description of any Limited Common Areas being created within the portion of the Additional Land concerned, together with a designation of the Unit to which each is appurtenant.

(g) The Survey Map information required to be furnished by Section 57-8-13(2) of the Act.

(h) Such easements and rights of ingress and egress as are being reserved by Declarant pursuant to item (j) of the foregoing Section 20.02.

(i) An amended Exhibit D to this Declaration setting forth the Interests in the General Common Elements which, after addition to that portion of the Additional Land concerned, shall appertain to each Unit in the Condominium Project, computed and derived as described in Section 3.03 of this Declaration.

(j) Such other matters as may be necessary, desirable, or appropriate and as are not consistent with any limitation imposed by this Declaration.

Upon recordation of the supplements contemplated above, the revised schedule of undivided interests contained therein shall automatically become effective for all purposes and shall completely supersede any similar schedule which was contained in any Declaration or supplement previously recorded in connection with the Condominium Project or any portion of the Additional Land. And upon the recordation of such supplements they shall automatically supplement this Declaration, the Map, and any supplements previously recorded. At any point in time, the Declaration and Map for the Condominium Project shall consist of this Declaration and the Map initially effective hereunder, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

#### 20.04 Additional Land -- Miscellaneous.

Such parts of or interests in a portion of the Additional Land which is added to the Condominium Project as do not become Units shall be and remain Common Elements. Until such time as any given portion of the Additional Land added to the Condominium Project has been fully developed and improved in the manner contemplated by the instruments through which such portion was added, unless Declarant gives its prior written consent thereto, no easement, right-of-way, or similar matter affecting any part of such portion shall be granted or created, no improvement to or work on any part of such portion shall occur, and no other action shall be taken with respect to such portion which would or might impair Declarant's ability to exercise its rights concerning the same.

#### 20.05 No Obligation to Expand.

Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) The addition to the Condominium Project of any or all of the Additional Land; (ii) The creation or construction of any Unit, Building, or other improvement; (iii) The carrying out in any particular way or within any particular time of any development or addition

to the Condominium Project which may be undertaken; or (iv) The taking of any particular action with respect to the Land, the Condominium Project, or any portion of the Additional Land. Except to the extent specifically indicated herein, no covenant, restriction, limitation, representation, or commitment in this Declaration concerning anything that is or is not to occur, apply, or be done concerning anything that is or is not to occur, apply or be done on or relative to the Additional Land or any portion thereof shall be binding as to such of the Additional Land as is never added to the Condominium Project.

## ARTICLE XXI MISCELLANEOUS

### 21.01 Interpretation of the Declaration.

Except for judicial construction, the Association, by its Management Committee, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the covenants and the provisions hereof.

### 21.02 Severability.

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provision hereof.

### 21.03 Disclaimer of Representations.

Notwithstanding anything to the contrary contained in this Declaration, Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the complete development of the Condominium Project can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be subject to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, that such use will continue in effect.

### 21.04 Reference to Declaration and Deeds.

Deeds to and instruments affecting any Unit or any other part of the Condominium Project may contain the provisions set forth herein by reference to this Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee-owner or other person claiming through any deed or other instrument and his heirs, executors, administrators, successors and assigns.

21.05 Successors and Assigns of Declarant.

Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder on the condition that Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers.

21.06 Captions and Titles.

All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

21.07 Exhibits.

All exhibits attached to this Declaration are a part of, and are incorporated into, this Declaration.

21.08 Governing Law.

This Declaration shall be governed by and construed in accordance with Utah law.

21.09 Notices.

All Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or the representative of the Owners of a Unit shall furnish such registered address to the secretary of the Association within ten (10) days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed their registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit. All notices and demands intended to be served upon the Association shall be sent to the following address or such other address as the Association may designate from time to time by notice to the Owner(s):

Crestview Condominiums Association  
Ms. Lora Romney  
52 East 700 South  
Kaysville, UT 84037

21.10 Service of Process.

The name and place of business of the person to receive service of process is as set forth in the Articles of Incorporation of the Association and initially shall be Mr. Kevin Anderson, whose

place of business within the State of Utah is located at 1270 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111.

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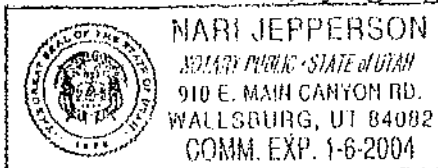
Declarant has caused its name to be signed by the signature of a duly authorized officer as of the day and year first written above.

Crestview, L.L.C., a Utah limited liability company

By: Michael J. Milner  
Its: Managing Member

STATE OF UTAH                    )  
  ) SS:  
COUNTY OF SUMMIT            )

On this 28<sup>th</sup> November day of October, 2000, personally appeared before me Michael J. Milner who acknowledged himself to be the manager of Crestview, L.L.C., a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



Nari Jepperson  
Notary Public

EXHIBIT A

(Attached to and forming a part of the Declaration of Condominium  
for Crestview Condominiums)

Legal Description of the Land

PHASE I  
Boundary Description

A Parcel of land located in the Southeast Quarter of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point which is North 89°40'42" West along the Section Line 1348.30 feet and North 00°20'38" West 523.74 feet from the Southeast Corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°40'42" West between said Southeast Corner and the South Quarter Corner of said Section 13); and running thence North 00°20'38" West 420.00 feet to the Southwest Corner of the 1<sup>st</sup> Supplemental Plat of the Powderwood Condominium; thence along the South Line of said Plat the following three (3) courses: 1) thence South 89°59'54" East 76.99 feet; 2) thence North 73°00'00" East 247.13 feet; 3) thence South 74°08'26" East 113.96 feet to the Westerly Right-of-Way Line of 2200 West Street, said point also being on the arc of a 311.56 foot radius non-tangent curve to the right, the center of which bears North 74°08'26" West; thence along said Westerly Right-of-Way Line the following three (3) courses: 1) thence Southwesterly along the arc of said curve 81.19 feet through a central angel of 14°55'50"; 2) thence South 30°47'25" West 199.32 feet to a point of curvature of a 399.67 foot radius curve to the left, the center of which bears South 59°12'35" East; 3) thence Southerly along the arc of said curve 309.66 feet through a central angel of 44°23'31"; 4) thence North 88°18'08" West 107.99 feet; thence North 59°04'14" West 155.36 feet to the point of beginning.

Containing 3.51 acres more or less.

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## EXHIBIT B

(Attached to and forming a part of the Declaration of Condominium  
for Crestview Condominiums)

### Legal Description of the Additional Land

A parcel of land located in the Southeast Quarter of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point which is North 89° 40'42" West along the Section Line 1090.89 feet from the Southeast Corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being North 89° 40'42" West between said Southeast Corner and the South Quarter Corner of said Section 13); and running North 89° 40'42" West along said Section Line 257.41 feet; thence North 00° 20'38" West 523.74 feet; thence South 59° 04'14" East 155.36 feet; South 88° 18'08" East 107.99 feet to the Westerly Right-of-Way Line of 2200 West Street, said point also being on the arc of a 399.67 foot radius non-tangent curve to the left, the center of which bears North 76° 23'54" East; thence along said Westerly Right-of-Way Line the following two (2) courses: 1) thence Southeasterly along the arc of said curve 208.96 feet through a central angle of 29° 57'24"; 2) thence South 43° 33'31" East 36.85 feet; thence South 46° 26'30" West 143.96 feet; thence South 00° 14'20" West 134.80 feet to the point of beginning.

Containing 3.01 Acres more or less.

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EXHIBIT C

(Attached to and forming a part of the Declaration of Condominium  
for Crestview Condominiums)

Bylaws

A copy of the Bylaws of the  
Crestview Condominiums Association  
follows this cover sheet.

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**BYLAWS  
OF  
CRESTVIEW CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE 1.  
DEFINITIONS**

1.01 Declaration.

As used herein, "Declaration" means the Declaration of Condominium for Crestview Condominiums, recorded in the Official Records of Summit County, Utah.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2.  
OFFICES**

The Association is a Utah nonprofit corporation, with its principal office located at 52 East 700 South, Kaysville, UT 84037.

**ARTICLE 3.  
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

Votes shall be allocated as set forth in Section 5.01 of the Declaration.

3.02 Quorum.

Except as otherwise required by law or by the Articles, the presence in person or by proxy of Owners entitled to vote more than thirty-five percent (35%) of the total votes of the Owners shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

**ARTICLE 4.**  
**ADMINISTRATION**

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Management Committee in the month of November in each year, or at such other date designated by the Management Committee, beginning with the year 2001, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings.

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote twenty percent (20%) or more of the total votes of all Owners.

4.03 Place of Meeting.

The Management Committee may designate the Association's principal offices or any place within Summit County, Utah, as the place for any annual meeting or for any special meeting called by the Management Committee.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Management Committee may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Owners.

**ARTICLE 5.**  
**DECLARANT CONTROL**

Declarant shall be entitled to control the Association as set forth in Section 6.03 of the Declaration.

**ARTICLE 6.**  
**MANAGEMENT COMMITTEE**

6.01 Number and Election of Directors.

Directors shall be appointed, elected, and removed as set forth in Article VI of the Declaration.

6.02 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a Director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Management Committee (by reason of resignation or death) may be filled by the affirmative vote of a majority of the Directors then in office though less than a quorum. A vacancy occurring on the Management Committee created by the resignation or death of a Director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new Director. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly elected and qualified.

6.03 Regular Meetings.

Regular meetings of the Management Committee may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Management Committee from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Management Committee for the election of Officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Management Committee is elected.

#### 6.04 Special Meetings.

Special meetings of the Management Committee may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

#### 6.05 Quorum.

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, or by these Bylaws, decide any question brought before such meeting.

#### 6.06 Waiver of Notice.

Before, at, or after any meeting of the Management Committee, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Management Committee shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

#### 6.07 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

### **ARTICLE 7. OFFICERS AND AGENTS**

#### 7.01 General.

The Officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Management Committee may appoint such other officers, assistant officers, committees, and agents, including

assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Management Committee. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Management Committee, such Officer, agent, or employee shall follow the orders and instructions of the president.

#### 7.02 Removal of Officers.

The Management Committee may remove any Officer, either with or without cause, and elect a successor at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purpose.

#### 7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Management Committee for the unexpired portion of the term.

#### 7.04 President.

The president shall be the chief officer of the Association. The president shall preside at all meetings of the Association and of the Management Committee. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the Officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

#### 7.05 Vice Presidents.

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Management Committee. In the absence of the president, the vice president designated by the Management Committee or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

#### 7.06 Secretary.

The secretary shall:

(a) keep the minutes of the proceedings of the Owners Meetings and of the Management Committee Meetings;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;

(c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Management Committee;

(d) maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Unit owned by each Owner, and, if such Unit is mortgaged, the name and address of each Mortgagee; and

(e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Management Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

#### 7.07 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Management Committee. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Management Committee, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Management Committee, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Management Committee, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Management Committee or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

### ARTICLE 8. EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND LIEN HOLDERS

#### 8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Unit from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Unit. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good

standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Unit is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Unit shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.04 Address of the Association.

The address of the Association shall be 52 East 700 South, Kaysville, UT 84037. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

**ARTICLE 9.**  
**SECURITY INTEREST IN MEMBERSHIP**

Owners shall have the right irrevocably to constitute and appoint a mortgagee their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the Mortgagee with the secretary of the Association. A release of the Mortgage covering the subject Unit shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.



**ARTICLE 10.**  
**AMENDMENTS**

10.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Management Committee shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Management Committee or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 Owners.

Subject to any rights conferred upon first Mortgagees in the Declaration, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Owners, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

**ARTICLE 11.**  
**MISCELLANEOUS**

11.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Management Committee.

11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Condominium Project, which provisions are hereby incorporated herein by reference.

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EXHIBIT D

(Attached to and forming a part of the Declaration of Condominium  
for Crestview Condominiums)

Interest in General Common Elements

BUILDING #	UNIT #	SQUARE FOOTAGE	PERCENT INTEREST IN GENERAL COMMON ELEMENTS
A	101	899	0.011686558
A	102	896	0.011647557
A	103	886	0.011517562
A	104	886	0.011517562
A	105	715	0.009294647
A	106	715	0.009294647
A	107	972	0.01263552
A	108	972	0.01263552
A	201	899	0.011686556
A	202	896	0.011647557
A	203	886	0.011517562
A	204	886	0.011517562
A	205	715	0.009294647
A	206	715	0.009294647
A	207	972	0.01263552
A	208	972	0.01263552
A	301	1,492	0.019395263
A	302	1,492	0.019395263
A	303	1,728	0.022463146
A	304	1,728	0.022463146
A	305	1,203	0.015638406
A	306	1,203	0.015638406
A	307	1,457	0.01894028
A	308	1,457	0.01894028
B	101	899	0.011686556
B	102	896	0.011647557
B	103	886	0.011517562
B	104	886	0.011517562
B	105	715	0.009294647
B	106	715	0.009294647
B	107	972	0.01263552
B	108	972	0.01263552
B	201	899	0.011686556
B	202	896	0.011647557
B	203	886	0.011517562
B	204	886	0.011517562
B	205	715	0.009294647
B	206	715	0.009294647
B	207	972	0.01263552
B	208	972	0.01263552
B	301	1,492	0.019395263
B	302	1,492	0.019395263
B	303	1,728	0.022463146
B	304	1,728	0.022463146

B	305	1,203	0.015638406
B	306	1,203	0.015638406
B	307	1,457	0.01894028
B	308	1,457	0.01894028
C	101	899	0.011886556
C	102	896	0.011647557
C	103	886	0.011517562
C	104	886	0.011517562
C	105	715	0.009294847
C	106	715	0.009294847
C	107	972	0.01263552
C	108	972	0.01263552
C	201	899	0.011886556
C	202	896	0.011647557
C	203	886	0.011517562
C	204	886	0.011517562
C	205	715	0.009294847
C	206	715	0.009294847
C	207	972	0.01263552
C	208	972	0.01263552
C	301	1,492	0.019395263
C	302	1,492	0.019395263
C	303	1,728	0.022463146
C	304	1,728	0.022463146
C	305	1,203	0.015638406
C	306	1,203	0.015638406
C	307	1,457	0.01894028
C	308	1,457	0.01894028

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WHEN RECORDED, PLEASE MAIL TO:

Robert A. McConnell  
PARR WADDOUPS BROWN GEE & LOVELESS  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111-1537

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ALAN SPRIGGS, SUMMIT CO RECORDER  
2000 DEC 07 14:09 PM FEE \$14.00 BY GGB  
REQUEST: HERRILL TITLE COMPANY

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**FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR CRESTVIEW CONDOMINIUMS**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS (the "Amendment") is entered into this 6<sup>th</sup> day of December, 2000 by Crestview, L.L.C., a Utah limited liability company ("Declarant").

**RECITALS**

A. Whereas Declarant executed and caused to be recorded that certain Declaration of Condominium for Crestview Condominiums (the "Declaration") dated ~~October 30~~ <sup>NOVEMBER 30</sup>, 2000 and caused the same to be recorded in the office of the Summit County Recorder on ~~November 30~~ <sup>NOVEMBER 30</sup>, 2000 as Entry No. 00577643 in Book 01343 at Page 00833-902, and

B. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A hereto to the provisions of the Act; and

C. Whereas Section 18.03 of the Declaration provides that the Declaration may be amended by the Owners at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units; and

D. Whereas the Declarant is the sole Owner of all Units within the Condominium Project and represents one hundred percent (100%) of the votes allocated to all Units; and

E. Whereas Declarant desires to amend the Declaration as stated herein.

NOW, THEREFORE, in consideration of the foregoing, the Declarant hereby declares as follows:

AMENDMENT

1. Section XVI of the Declaration is hereby amended to include the following Section 16.09:

16.09. Limitation on Mortgagee Responsibility for Delinquent Assessments.

Notwithstanding any other provision contained herein to the contrary, any first Mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided for in the applicable Mortgage will not be liable for more than six (6) months of the applicable Condominium Unit's unpaid Assessments or other charges accrued before the acquisition of title to the Condominium Unit by the Mortgagee. If the Association's lien for unpaid Assessments includes costs of collecting such unpaid Assessments, the defaulting Owner will be liable for any fees or costs related to the collection of such unpaid Assessments.

2. To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the Declaration unless a contrary intent is clearly implicated.

ENTERED INTO AND AGREED TO on the date first set forth above.

"Declarant"

Crestview, L.L.C., a Utah limited liability company

By: Michael J. Miller

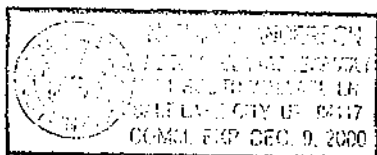
Its: Managing Member

STATE OF UTAH )

) SS:

COUNTY OF Salt Lake )

On this 6 day of December, 2000, personally appeared before me Nathan A. Anderson who acknowledged himself to be the Manager of Crestview, L.L.C., a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



Nathan A. Anderson  
Notary Public

Exhibit A  
to  
First Amendment to  
Declaration of Condominium  
for  
Crestview Condominiums

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(Legal Description of the Land)

PHASE I  
Boundary Description

A Parcel of land located in the Southeast Quarter of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point which is North 89°40'42" West along the Section Line 1348.30 feet and North 00°20'38" West 523.74 feet from the Southeast Corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°40'42" West between said Southeast Corner and the South Quarter Corner of said Section 13); and running thence North 00°20'38" West 420.00 feet to the Southwest Corner of the 1<sup>st</sup> Supplemental Plat of the Powderwood Condominium; thence along the South Line of said Plat the following three (3) courses: 1) thence South 89°59'54" East 76.99 feet; 2) thence North 73°00'00" East 247.13 feet; 3) thence South 74°08'26" East 113.96 feet to the Westerly Right-of-Way Line of 2200 West Street, said point also being on the arc of a 311.56 foot radius non-tangent curve to the right, the center of which bears North 74°08'26" West; thence along said Westerly Right-of-Way Line the following three (3) courses: 1) thence Southwesterly along the arc of said curve 81.19 feet through a central angel of 14°55'50"; 2) thence South 30°47'25" West 199.32 feet to a point of curvature of a 399.67 foot radius curve to the left, the center of which bears South 59°12'35" East; 3) thence Southerly along the arc of said curve 309.66 feet through a central angel of 44°23'31"; 4) thence North 88°18'08" West 107.99 feet; thence North 59°04'14" West 155.36 feet to the point of beginning.

Containing 3.51 acres more or less.

< < > >



WHEN RECORDED, PLEASE MAIL TO:

Robert A. McConnell  
PARR WADDOUPS BROWN GEE & LOVELESS  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111-1537

00601899 Bk01405 Pg01163-0116

ALAN SPRIGGS, SUMMIT CO RECORDER  
2001 OCT 29 16:10 PM FEE \$135.00 BY D  
REQUEST: PARK CITY TITLE

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SECOND AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR CRESTVIEW CONDOMINIUMS

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS (the "Amendment") is entered into this 29<sup>th</sup> day of October 2001 by Crestview, L.L.C., a Utah limited liability company ("Declarant") and Crestview Condominium Association, Inc., a Utah nonprofit corporation (the "Association").

RECITALS

A. Whereas Declarant executed and caused to be recorded that certain Declaration of Condominium for Crestview Condominiums (the "Declaration") dated November 28, 2000, and caused the same to be recorded in the office of the Summit County Recorder on November 30, 2000 as Entry No. 00577643 in Book 01343 at Pages 00833-00902; and

B. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A hereto to the provisions of the Act; and

C. Whereas Section 18.03 of the Declaration provides that the Declaration may be amended by the Association acting on behalf of the Owners pursuant to a vote of at least sixty-seven percent (67%) of the votes allocated to all Units; and

D. Whereas Declarant and Association, acting on behalf of Unit Owners representing, in total, more than sixty-seven percent (67%) of the votes allocated to all Units, desire to amend the Declaration as stated herein.

NOW, THEREFORE, in consideration of the foregoing, the Declarant and the Association hereby declares as follows:



## AMENDMENT

1. Section 10.04(a) is deleted in its entirety and replaced with the following:

(a) An Owner of a Unit may use such Unit only as a permanent or vacation single-family residence for itself and its Guests. Family in this context means no more than two (2) occupants per bedroom and no more than three (3) unrelated persons living in the same unit. Persons are considered related if their degree of relationship is to the third degree or closer. No Owner of a Unit shall conduct any business, profession, occupation, or trade from its Unit; provided that this Declaration does not prohibit an Owner from leasing or renting such Owner's Unit to others so long as the use of such Unit complies with the provisions of this Declaration, the Act, and other applicable laws and ordinances. No Unit shall be used for conducting the business of the rental of other Units. Any lease of a Unit shall be in writing and shall be subject to this Declaration and the Bylaws.

2. Section 10.12(a) is deleted in its entirety and replaced with the following:

(a) The following types of vehicles shall not be kept or parked at the Condominium Project: (1) motor vehicles classified by manufacturer ratings as exceeding three-quarter ton, (2) mobile homes, (3) trailers, (4) detached campers or camper shells, (5) boats, (6) vehicles classified as commercial vehicles, (7) oversized vehicles, (8) unlicensed vehicles, (9) severely damaged vehicles, (10) severely rusted vehicles, (11) vehicles that are not in working condition or that have not moved from the Condominium Project for more than fourteen days, (12) vehicles under major repair, and (13) any other vehicle or equipment similar in nature to those listed above.

3. There shall be added a new Section 10.12(f), which states as follows:

(f) The following parking stalls shall be permanently assigned as handicapped stalls in order to comply with the Americans with Disabilities Act: (1) Building D, Alpine Unit's underground parking stall near the Timpanagos end of the building and closest to the stairwell, and (2) the two outside parking stalls closest to the Summit building entrance.

4. Section 10.13 is deleted in its entirety and replaced with the following:

10.13 Storage Areas. The storage areas and lockers located in the Limited Common Elements of a Building are available to the Owners of Units for which the storage area or locker is designated on the Map. Subterranean areas, such as the areas where storage areas and lockers are located, are subject to moisture and exhaust fumes. Owners assume any and all risk associated with such moisture and fumes when using the storage areas and lockers.

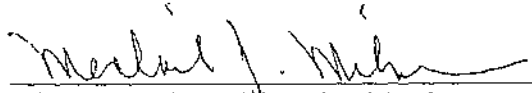
5. There shall be added a new Section 10.20, which states as follows:

10.20 Window Coverings. Each Owner shall be responsible for providing window treatments/window coverings on each of the exterior windows of the Unit immediately upon occupancy of the Unit by any person.

ENTERED INTO AND AGREED TO on the date first set forth above.


"Declarant"

Crestview, L.L.C., a Utah limited liability company

  
Michael J. Milner, Managing Member

"Association"

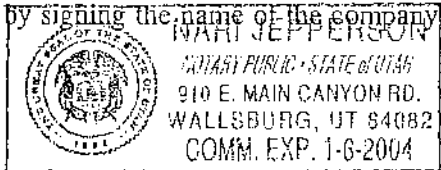
Crestview Condominium Association, Inc., a Utah  
nonprofit corporation

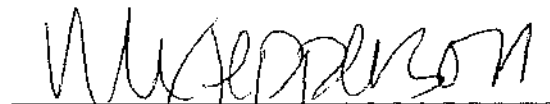
  
Mitch Beckstead, President

STATE OF UTAH )

COUNTY OF Summit ) SS:

On this 26<sup>th</sup> day of October 2001, personally appeared before me Michael J. Milner, who acknowledged himself to be the Managing Member of Crestview, L.L.C., a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



  
Notary Public

STATE OF UTAH )

COUNTY OF Summit ) SS:

On this 29<sup>th</sup> day of October 2001, personally appeared before me Mitch Beckstead, who acknowledged himself to be the President of Crestview Condominium Association, Inc., a Utah nonprofit corporation, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.




  
Notary Public

Exhibit A  
to  
Second Amendment to  
Declaration of Condominium  
for  
Crestview Condominiums

---

(Legal Description of the Land)

PHASE I  
Boundary Description

A Parcel of land located in the Southeast Quarter of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point which is North 89°40'42" West along the Section Line 1348.30 feet and North 00°20'38" West 523.74 feet from the Southeast Corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°40'42" West between said Southeast Corner and the South Quarter Corner of said Section 13); and running thence North 00°20'38" West 420.00 feet to the Southwest Corner of the 1<sup>st</sup> Supplemental Plat of the Powderwood Condominium; thence along the South Line of said Plat the following three (3) courses: 1) thence South 89°59'54" East 76.99 feet; 2) thence North 73°00'00" East 247.13 feet; 3) thence South 74°08'26" East 113.96 feet to the Westerly Right-of-Way Line of 2200 West Street, said point also being on the arc of a 311.56 foot radius non-tangent curve to the right, the center of which bears North 74°08'26" West; thence along said Westerly Right-of-Way Line the following three (3) courses: 1) thence Southwesterly along the arc of said curve 81.19 feet through a central angel of 14°55'50"; 2) thence South 30°47'25" West 199.32 feet to a point of curvature of a 399.67 foot radius curve to the left, the center of which bears South 59°12'35" East; 3) thence Southerly along the arc of said curve 309.66 feet through a central angel of 44°23'31"; 4) thence North 88°18'08" West 107.99 feet; thence North 59°04'14" West 155.36 feet to the point of beginning.

Containing 3.51 acres more or less.

[Continued on the next page.]

PHASE 2  
Boundary Description

A parcel of land located in the Southeast Quarter of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point which is North 89° 40' 42" West along the Section Line 1090.89 feet from the Southeast Corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°40'42" West between said Southeast Corner and the South Quarter Corner of said Section 13); and running North 89°40'42" West along said Section Line 257.41 feet; thence North 00°20'38" West 523.74 feet; thence South 59°04'14" East 155.36 feet; South 88°18'08" East 107.99 feet to the Westerly Right-of-Way Line of 2200 West Street, said point also being on the arc of a 399.67 foot radius non-tangent curve to the left, the center of which bears North 76°23'54" East; thence along said Westerly Right-of-Way Line the following two (2) courses: 1) thence Southeasterly along the arc of said curve 208.96 feet through a central angle of 29°57'25"; 2) thence South 43°33'31" East 36.85 feet; thence South 46°26'30" West 143.96 feet; thence South 00°14'20" West 134.80 feet to the point of beginning.

Containing 3.01 Acres more or less.

< < > >

00601899 Bk01405 Pg01167



WHEN RECORDED, PLEASE MAIL TO:

① Parr Waddoups Brown Gee & Loveless  
Attn: Robert A. McConnell  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111-1537

② Heil Construction, Inc  
ATTN: Cedar Jordan  
P.O. Box 8888  
Park City UT 84060

00589894 Bk01373 Pg00725-00733

ALAN SPRIGGS, SUMMIT CO RECORDER  
2001 MAY 29 11:07 AM FEE \$146.00 BY DMG  
REQUEST: HEIL CONSTRUCTION INC

Space above for County Recorder's use

SUPPLEMENT CONCERNING ADDITIONAL LAND  
TO  
DECLARATION OF CONDOMINIUM  
OF THE  
CRESTVIEW CONDOMINIUMS  
(An Expandable Condominium)

THIS SUPPLEMENT TO DECLARATION OF CONDOMINIUM (this "Supplement") is made and executed this 24<sup>th</sup> day of May, 2001 by CRESTVIEW, L.L.C., a Utah limited liability company ("Declarant").

RECITALS

A. Declarant has heretofore executed and recorded in the office of the County Recorder of Summit County, Utah, each of the following instruments:

	<u>Title and/or Nature of Instrument</u>	<u>Recorded</u>	<u>Entry No.</u>	<u>Book, Pages</u>
1.	"Record of Survey Map of Crestview Condominiums"	11/30/00	577642	N/A
2.	"Declaration of Condominium for Crestview Condominiums"	11/30/00	00577643	01343, 00833-00902
3.	"First Amendment to Declaration of Condominium for Crestview Condominiums"	12/7/00	00578143	01344, 00983-00985

The Record of Survey Map identified above as item 1 is hereinafter referred to as the "Original Survey Map." The Declaration of Condominium identified above as item 2, as amended by that certain First Amendment identified above as item 3, is hereinafter referred to as the "Original Declaration."

B. By virtue of the recordation of the Original Survey Map and the Original Declaration, Declarant created and there is currently in existence the Crestview Condominiums (the "Condominium Project"). Pursuant to the Utah Condominium Ownership Act (the "Act"), the Original Declaration identified certain Additional Land. The Additional Land is situated in Summit County, State of Utah, and is described by metes and bounds as follows:

A parcel of land located in the Southeast Quarter of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian, Summit County, Utah, more particularly described as follows:

Beginning at a point which is North 89° 40'42" West along the Section Line 1090.89 feet from the Southeast Corner of Section 13, Township 1 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing being North 89° 40'42" West between said Southeast Corner and the South Quarter Corner of said Section 13); and running North 89° 40'42" West along said Section Line 257.41 feet; thence North 00° 20'38" West 523.74 feet; thence South 59° 04'14" East 155.36 feet; South 88° 18'08" East 107.99 feet to the Westerly Right-of-Way Line of 2200 West Street, said point also being on the arc of a 399.67 foot radius non-tangent curve to the left, the center of which bears North 76° 23'54" East; thence along said Westerly Right-of-Way Line the following two (2) courses: 1) thence Southeasterly along the arc of said curve 208.96 feet through a central angle of 29° 57'25"; 2) thence South 43° 33'31" East 36.85 feet; thence South 46° 26'30" West 143.96 feet; thence South 00° 14'20" West 134.80 feet to the point of beginning.

Containing 3.01 Acres more or less.

C. Under the Original Declaration and the Act, Declarant has the right to expand the Condominium Project by adding the Additional Land to the Condominium Project so as to create thereon one or more Units and facilities related thereto and to construct upon the Additional Land various improvements, including one or more Buildings, in furtherance of and pursuant to such expansion. Declarant desires to exercise its right to expand the Condominium Project by adding the Additional Land to the Condominium Project in the manner provided for in this Supplement and in the instrument recorded concurrently herewith entitled "Record of Survey Map Crestview Condominiums Phase 2," executed and acknowledged by Declarant on May \_\_, 2001, consisting of two (2) sheet(s), and prepared and certified to by Jack J. Johnson, a duly registered Utah Land Surveyor holding Certificate No. 147851 (which instrument is hereby declared to be a supplement to the Original Survey Map and is hereinafter referred to as the "Supplement to Survey Map").

## DECLARATION

### 1. Submission.

There is hereby submitted to the provisions of the Act the Additional Land, which Additional Land shall be a part of and included in the Crestview Condominiums situated in Summit County, State of Utah.

TOGETHER WITH: (i) all Buildings, if any, improvements, and structures situated on or comprising a part of the above-described parcel of real property; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said parcel; and (iii) all articles of personal property intended for use in connection with said parcel.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Additional Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Map and Supplement to Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Additional Land at such times as construction of all improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Additional Land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Original Declaration): (i) To construct and complete the Buildings described in this Supplement and all of the other improvements described in this Supplement or in the Supplement to Survey Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (ii) To improve portions of the Additional Land with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Additional Land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected



shall, unless sooner terminated in accordance with their terms, expire five (5) years after the date on which this Supplement is filed for record in the Summit County Records.

All covenants, conditions, restrictions, reservations, easements, charges, liens and other provisions of the Original Declaration, as supplemented by this Supplement, are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by the Original Declaration, as supplemented by this Supplement, shall bind and inure to the benefit of Declarant, the Owners, the Association, all other parties having any, right, title or interest in the Additional Land or any portion thereof and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives. Each Owner shall comply strictly with the covenants, conditions and restrictions as set forth in this Original Declaration or in the deed to his Unit, and with the Bylaws and/or house rules and with the administrative rules and regulations drafted pursuant thereto, as either of the same may be lawfully amended from time to time, and failure to comply shall be ground for an action to recover sums due for damages, injunctive relief or both, maintainable by the Management Committee on behalf of the Owners, or in a proper case, by an aggrieved Owner.

2. Description of Improvements on Additional Land. The significant improvements located or to be located on the Additional Land include two (2) Buildings (the Building numbers of which are D and E) containing a total of forty-eight (48) Units, forty-eight (48) basement parking spaces, thirty-two (32) exterior surface parking spaces, storage areas, asphalt or concrete driveways, and certain Common Elements. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Supplement to Survey Map. Also located on or to be located on the Additional Land are improvements of a less significant nature, such as fences, concrete sidewalks and /or walkways, outdoor lighting, and landscaping, all of which are to be of the type and in the location reasonably determined by Declarant to be appropriate. The Supplement to Survey Map shows the basements, the number of stories, and the number of Units which are or shall be contained in the Buildings located or to be located on the Additional Land. The principal materials used or to be used in the construction of the Buildings are as follows: all load bearing and non-load bearing walls are wood frame or concrete; the parking levels and ground floor are comprised of reinforced concrete; the above-grade floors are of wooden joists covered with plywood and concrete; the roof is of wood covered with asphalt shingles; the interior walls are surfaced with sheetrock or gypsum board; and the exterior walls are surfaced with stone veneer, stained wood siding, and stucco.

3. Description of Units. The Units that, through this Supplement to Declaration and the Supplement to Survey Map, are being created within the Additional Land are Unit Nos. D101-D308 and E101-E308. The Supplement to Survey Map shows the Unit Number of each such Unit, its location, dimensions from which its Area may be determined, and the Common Elements to which it has immediate access.

4. Limited Common Area Within Additional Land. The Limited Common Areas and Elements located or to be located on the Additional Land consist of forty-eight (48) decks and forty-eight (48) basement parking spaces and related storage areas attached to or within the Buildings

located or to be located on the Additional Land and which basement parking spaces bear a numerical designation on the Supplement to Survey Map. The exclusive use of each Limited Common Element is reserved to the Unit with which it is associated.

5. Revised Exhibit "D." Attached to this Supplement (and incorporated herein by this reference) is a Revised Exhibit "D" which furnishes the following information with respect to each Unit heretofore contained in the Condominium Project and each Unit which through this Supplement to Declaration and the Supplement to Survey Map is being created pursuant to the expansion of the Condominium Project to include the Additional Land: (i) The Unit Number; (ii) The Number of the Building within which it is contained; (iii) The Square Footage of the Unit; and (iv) The percentage of undivided ownership interest in the Common Elements that shall be appurtenant to the Unit after the expansion with which this Supplement to Declaration is concerned. Said percentages of undivided ownership interest have been computed and derived as described in Section 3.03 of the Original Declaration, and the "Square Footage" of each of Units has been computed and determined in the manner required for determination of "Area" by Sub-Section 1.01(c) of the Original Declaration. Revised Exhibit "D" also corrects several minor errors in the calculation of square footage for Units 301, 302, 307 and 308 in each of Buildings A, B & C.

6. Reservation of Easements. In accordance with the Act and the Original Declaration, Declarant hereby reserves for itself, its successors and assigns, with respect to the Additional Land, all easements set forth in Article XI of the Original Declaration, which easements shall be deemed to burden the Additional Land to the same extent as the Land as if the Additional Land had been subjected to the Act pursuant to the Original Declaration.

7. Effect of Supplements. Upon recordation of this Supplement and the Supplement to Survey Map, the Revised Exhibit "D" attached hereto shall automatically become effective for all purposes and shall completely supersede the Exhibit "D" which was in effect prior to such recordation. Upon the recordation of this Supplement and the Supplement to Survey Map, they shall automatically supplement the Original Declaration and the Original Survey Map, with the Declaration and Survey Map for the Condominium Project thereafter consisting of the Original Declaration and the Original Survey Map as amended and expanded by this Supplement and the Supplement to Survey Map.

8. Applicability of Original Declaration. Except to the extent that they may be inconsistent with the contents of this Supplement, all of the terms, provisions, covenants, conditions, and restrictions provided for or described in the Original Declaration apply to the Buildings, the Units, and the Common Elements which are produced by, described in, contemplated by, and/or created pursuant to this Supplement and the Supplement to Survey Map. To the extent that the contents of this Supplement are inconsistent with the terms of the Original Declaration, the contents hereof shall control and apply with respect to said Building, Units, Limited Common Areas, and Common Elements.

9. Interpretation. This Supplement to Declaration has been prepared and executed pursuant to the Original Declaration and should be read and construed in light of that fact. Any term used herein which is defined in the Original Declaration shall, to the extent permitted by the context

hereof, have the meaning ascribed therein. The Captions which precede the Sections of this Supplement are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Supplement shall not affect the validity or enforceability of the remainder hereof.

10. Effective Date. This Supplement and the Supplement to Survey Map shall take effect upon their being filed for record in the office of the County Recorder of Summit County, Utah.

Declarant has caused its name to be signed by the signature of a duly authorized officer as of the day and year first written above.

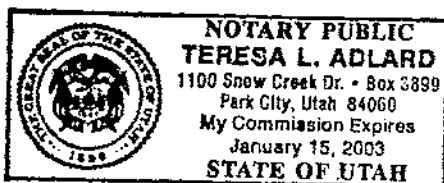
Crestview, L.L.C., a Utah limited liability company

By: Michael J. Milner  
Its: Managing Member

STATE OF UTAH                    )  
  ) SS:  
COUNTY OF SUMMIT            )

On this 24<sup>th</sup> day of May, 2001, personally appeared before me Michael J. Milner, who acknowledged himself to be the managing member of Crestview, L.L.C., a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

(Notary Seal)



Teresa L. Adlard  
Notary Public

00589874 Bk01373 Pg00730

When Recorded Return to:  
Melyssa D. Davidson, Esq.  
WRONA DUBOIS, PLLC  
1745 Sidewinder Dr.  
Park City, UT 84060

**FOURTH AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
CRESTVIEW CONDOMINIUMS**

This FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS (this "Fourth Amendment") is made and executed by Crestview Condominium, a Utah non-profit corporation (the "Association").

**RECITALS**

A. The DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS, was recorded on November 30, 2020 in the Summit County Recorder's office as Entry No. 00577643, in Book 01343, beginning at page 00833 (the "Declaration");

B. The FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS was recorded on December 7, 2000, in the Summit County Recorder's office as Entry No. 00578143, in Book 01344, beginning at page 00983;

C. The SUPPLEMENT CONCERNING ADDITIONAL LAND TO DECLARATION OF CONDOMINIUM OF THE CRESTVIEW CONDOMINIUMS was recorded on May 29, 2001, in the Summit County Recorder's office as Entry No. 00589894, in Book 013773, beginning at page 00725, thereby expanding the condominium project;

D. The SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS was recorded on October 29, 2001, in the Summit County Recorder's office as Entry No. 00601899, in Book 01405, beginning at page 01163;

E. The THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESTVIEW CONDOMINIUMS was recorded on October 31, 2011, in the Summit County Recorder's office as Entry No. 00933117, in Book 2101, beginning at page 1266;

F. Section 18.03 of the Declaration, as amended, authorizes amendment of the Declaration upon the affirmative vote of unit owners holding at least sixty-seven percent (67%) of the total votes in the Association;

G. The Association now desires to further amend the Declaration as set forth below for the benefit of its members and the Crestview Condominium project;

H. As evidenced by this instrument, the Association has obtained the requisite approval necessary to effectuate this Fourth Amendment.

**NOW, THEREFORE**, pursuant to the foregoing, the Association, acting by and through its duly elected Management Committee, hereby makes and executes the following amendment to the Declaration, which shall be effective as of the date of recording of this instrument. Unless otherwise defined herein, capitalized terms in this Fourth Amendment are defined in the Declaration.

#### **AMENDMENT**

The following Article is hereby added to the Amended Declaration:

#### **ARTICLE XXII REINVESTMENT FEE COVENANT**

Consistent with Utah Code § 57-1-46, the Association may require the transferee/buyer or the transferor/seller to pay a fee related to the transfer of a Unit (a "Reinvestment Fee") in an amount to be determined by the Management Committee and allowed by law not to exceed one half percent (0.5%) of the value of the Unit. For purposes of this Article XXII, a transfer shall mean and refer to any change in the ownership of the Unit as reflected in the Office of Recorder for Summit County, Utah, regardless of whether it is pursuant to the a sale of the Unit or other conveyance. The amount of the Reinvestment Fee shall be set forth by the Management in the Rules and Regulations, consistent with Utah Code Ann. § 57-1-46 or in the Notice of Reinvestment Fee Covenant. The value of the Unit for purposes of this article shall be the higher of: (a) the purchase price paid for the Unit related to the transfer; (b) the value of the Unit as determined by the property tax assessor as of the date of the transfer of title; or (c) the value of the Unit as of the date of the transfer of title as determined in an appraisal that may be obtained (in the discretion of the Management Committee) and paid for by the Association using an appraiser selected by the transferee of the property from a list of three (3) appraisers selected by the Association.

This reinvestment fee covenant may not be enforced against: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; (e) a transfer to a trust of which the transferor is a trustee or beneficiary, or to another entity owned by the transferor for financial and/or estate planning purposes; or (f) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of a common interest Association's costs directly related to the transfer of the burdened property, not to exceed \$250 or such other amount as may be established by law.

The Association shall have authority to record any notice required by law to effectuate this provision. The Association shall have the authority to enact

Rules and Regulations that may include: (a) requirements for Owners to provide sales and transfer documents; (b) requirements for the timing of responses to requests, such as the selection of the appraiser; (c) default provisions if no selection is made such as allowing the Association to select the appraiser; and (d) other procedural requirements and rules as the Management Committee deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.

All other provisions of the Declaration, as heretofore amended, shall remain unchanged and in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned officer of the Association hereby certifies that the Management Committee has obtained the approval of Owners holding at least sixty-seven percent (67%) of the total votes in the Association necessary for the adoption of the above Fourth Amendment.

CRESTVIEW CONDOMINIUMS, a Utah nonprofit corporation

BY: [Signature]

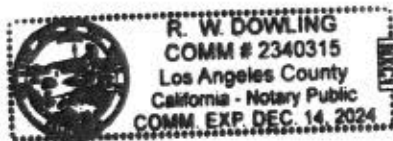
DATE: 6-28-2021

Lawrence A Dicus  
Printed Name

ITS: HOA President,

STATE OF <sup>CA</sup> ~~UTAH~~ )  
 ) : ss  
COUNTY OF Los Angeles )

Before me, on the 28<sup>th</sup> day of JUNE, 2021, personally appeared Lawrence A Dicus, in his/her/their capacity as the authorized Management Committee member of Crestview Condominiums, who acknowledged before me that he/she/they executed the foregoing instrument in such capacity on behalf of the corporation.



[Signature]  
Notary Public

**EXHIBIT A**  
Legal Description

The real property and Units referred to in the foregoing FOURTH AMENDMENT TO DECLARATION FOR CRESTVIEW CONDOMINIUMS are located in Summit County, Utah and are more particularly described as follows:

CRESTVIEW CONDOMINIUMS Phase I, all units, together with appurtenant common area and facilities, as reflected on the official plat thereof, of record and on file with the Office of Recorder for Summit County, State of Utah.

CRESTVIEW CONDOMINIUMS Phase II, all units, together with appurtenant common area and facilities, as reflected on the official plat thereof, of record and on file with the Office of Recorder for Summit County, State of Utah.

PARCEL NOS.:

CVC-1-A-101	CVC-1-B-101	CVC-1-C-101	CVC-II-D-101	CVC-II-E-101
CVC-1-A-102	CVC-1-B-102	CVC-1-C-102	CVC-II-D-102	CVC-II-E-102
CVC-1-A-103	CVC-1-B-103	CVC-1-C-103	CVC-II-D-103	CVC-II-E-103
CVC-1-A-104	CVC-1-B-104	CVC-1-C-104	CVC-II-D-104	CVC-II-E-104
CVC-1-A-105	CVC-1-B-105	CVC-1-C-105	CVC-II-D-105	CVC-II-E-105
CVC-1-A-106	CVC-1-B-106	CVC-1-C-106	CVC-II-D-106	CVC-II-E-106
CVC-1-A-107	CVC-1-B-107	CVC-1-C-107	CVC-II-D-107	CVC-II-E-107
CVC-1-A-108	CVC-1-B-108	CVC-1-C-108	CVC-II-D-108	CVC-II-E-108
CVC-1-A-201	CVC-1-B-201	CVC-1-C-201	CVC-II-D-201	CVC-II-E-201
CVC-1-A-202	CVC-1-B-202	CVC-1-C-202	CVC-II-D-202	CVC-II-E-202
CVC-1-A-203	CVC-1-B-203	CVC-1-C-203	CVC-II-D-203	CVC-II-E-203
CVC-1-A-204	CVC-1-B-204	CVC-1-C-204	CVC-II-D-204	CVC-II-E-204
CVC-1-A-205	CVC-1-B-205	CVC-1-C-205	CVC-II-D-205	CVC-II-E-205
CVC-1-A-206	CVC-1-B-206	CVC-1-C-206	CVC-II-D-206	CVC-II-E-206
CVC-1-A-207	CVC-1-B-207	CVC-1-C-207	CVC-II-D-207	CVC-II-E-207
CVC-1-A-208	CVC-1-B-208	CVC-1-C-208	CVC-II-D-208	CVC-II-E-208
CVC-1-A-301	CVC-1-B-301	CVC-1-C-301	CVC-II-D-301	CVC-II-E-301
CVC-1-A-302	CVC-1-B-302	CVC-1-C-302	CVC-II-D-302	CVC-II-E-302
CVC-1-A-303	CVC-1-B-303	CVC-1-C-303	CVC-II-D-303	CVC-II-E-303
CVC-1-A-304	CVC-1-B-304	CVC-1-C-304	CVC-II-D-304	CVC-II-E-304
CVC-1-A-305	CVC-1-B-305	CVC-1-C-305	CVC-II-D-305	CVC-II-E-305
CVC-1-A-306	CVC-1-B-306	CVC-1-C-306	CVC-II-D-306	CVC-II-E-306
CVC-1-A-307	CVC-1-B-307	CVC-1-C-307	CVC-II-D-307	CVC-II-E-307
CVC-1-A-308	CVC-1-B-308	CVC-1-C-308	CVC-II-D-308	CVC-II-E-308