

**DECLARATION OF CONDOMINIUM
OF
NEWPARK TERRACE CONDOMINIUMS**

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MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

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WHEN RECORDED, MAIL TO:

**DECLARATION OF CONDOMINIUM
OF
NEWPARK TERRACE CONDOMINIUMS**

This Declaration of Condominium of Newpark Terrace Condominiums ("Declaration"), is made and executed this ___th day of _____, 20___, by Harmony Heath, LLC, a Nevada limited liability company, its successors and assigns ("Declarant") pursuant to the provisions of Utah Code Annotated, Title 57, Chapter 8, as amended (the "Act"). This Declaration shall take effect when recorded in the Office of the County Recorder of Summit County, Utah (the "County Recorder").

RECITALS

A. Declarant is the owner of certain real property located in Summit County, which consists of the air space above the concrete slab designating the top of the ground floor space in the building constructed on certain real property more particularly described on the attached Exhibit A (the "Property"). Declarant desires to develop a condominium project upon the Property to be known as Newpark Terrace Condominiums (the "Project").

B. Recorded simultaneously with this Declaration is a condominium plat and floor plans of the Project as required by the Act (collectively, the "Plat").

C. The Declarant intends by recording this Declaration and the Plat to submit the Property (and all other improvements situated in or upon the Property) to the provisions of the Act as a condominium project, and to impose upon said Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Units (defined below) within the Project and the Owners (defined below) thereof.

D. Recorded simultaneously with this Declaration is that certain Air Rights Declaration of even date herewith ("Air Rights Declaration"), which establishes the Property as a legally recognized air space lot, and creates certain reciprocal easements and other rights ("Reciprocal Easements") and obligations between the Project and that certain condominium project known as "Newpark Terrace Condominiums".

E. The Project is located within the master project known as Newpark Town Center and is subject to that certain Fourth Amended and Restated Declaration of Covenants Conditions and Restrictions of Newpark Owners Association recorded on August 31, 2006 in the Official Records of the County Recorder as Entry No. 789752 in Book 1814 at Page 1035 to 1063 ("Master Declaration"). Pursuant to the Master Declaration, the Association (defined below) shall be a member of the Newpark Owners Association, Inc., a Utah nonprofit corporation ("Master Association") organized for the purposes set forth in the Master Declaration. Thus, in addition, to the Project being subject to the terms and conditions of this Declaration, the Project is also subject to the terms and conditions of the Air Rights Declaration and the Master Declaration.

F. The covenants, conditions and restrictions contained in this Declaration and in the attached Exhibits shall be enforceable equitable servitudes and shall run with the land.

NOW, THEREFORE, the Declarant does hereby make the following Declaration:

ARTICLE I

DEFINITIONS

Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this ARTICLE I. Certain terms not defined in this ARTICLE I are defined elsewhere in this Declaration.

1.1 Act means the Utah Condominium Ownership Act as codified in Title 57, Chapter 8 of Utah Code Annotated, as amended.

1.2 Annual Assessments means the annual assessments levied by the Association to pay the Common Expenses pursuant to Section 12.1 below.

1.3 Articles means the Articles of Incorporation of the Association.

1.4 Assessments means all assessments levied by the Association including Annual Assessments and Special Assessments.

1.5 Association means Newpark Terrace Condominiums Association, Inc., a Utah nonprofit corporation, organized for the purposes set forth in the Articles and this Declaration.

1.6 Bylaws means the Bylaws of the Association, a copy of which is attached hereto as Exhibit C, as amended from time to time.

1.7 Common Areas means all portions of the Project other than the Units, including the Limited Common Areas, Reciprocal Easements, easements with respect to the Shared Essential Components, Master Association Easements, and all areas designated as Common Areas or Limited Common Areas on the Plat. Any real property subsequently purchased by the Association shall also be Common Area.

1.8 Common Areas Manager means the person, firm or company designated by the Management Committee to manage, in whole or in part, the affairs of the Association and the Common Areas.

1.9 Common Expense Fund means the fund created or to be created pursuant to the provisions of Section 13.1 of this Declaration and into which all monies of the Association shall be deposited.

1.10 Common Expenses means all expenses of the administration, maintenance, repair, or replacement of the Common Areas, all other expenses of the administration of the Association, and all expenses or assessments levied by the Master Association against the Project or Units in the Project in accordance with the Master Declaration (such assessments under the Master Declaration may be based on building floor space, even though some Units may contain more or less floor space than another Unit, all assessments under the Master Declaration shall be treated as a Common Expense).

1.11 Common Furnishings means all furniture, furnishings, appliances, fixtures and equipment and other property and interests therein at any time leased, acquired, owned or held by the Association for use at the Project.

1.12 Declarant means Harmony Heath, LLC, a Nevada limited liability company, and its successors and assigns.

1.15 Declaration means this Declaration of Condominium of Newpark Terrace Condominiums and all amendments, modifications and supplements hereto.

1.16 Eligible Mortgagee means a First Mortgagee that has requested notice of certain matters from the

Association in accordance with Section 18.1 below.

1.17 Governing Documents means this Declaration, the Bylaws, the Articles, the Rules and Regulations and the resolutions of the Management Committee, as each document may be amended from time to time.

1.18 Limited Common Areas means a portion of the Common Areas allocated by this Declaration, or as may be shown on the Plat, for the exclusive use of one or more, but fewer than all, of the Units.

1.19 Management Committee means the governing board of the Association appointed or elected in accordance with this Declaration and the Bylaws.

1.20 Master Association means Newpark Owners Association, Inc., a Utah nonprofit corporation which is the Master Association for all of the projects located at Newpark Town Center.

1.21 Master Association Easements means those certain easements for parking and any other easements and rights either (i) granted to the Association or the Owners in the Master Declaration or (ii) which the Master Association will grant to the Association or the Owners in the future.

1.22 Master Declaration means that certain Fourth Amended and Restated Declaration of Covenants Conditions and Restrictions of Newpark Owners Association recorded on August 31, 2006 in the Official Records of the County Recorder as Entry No. 789752 in Book 1814 at Page 1035 to 1063, as may be amended from time to time.

1.23 Mortgage means any mortgage or deed of trust by which a Unit or any part thereof is encumbered. A "First Mortgage" shall mean a Mortgage having priority as to all other Mortgages encumbering a Unit or any part thereof or interest therein.

1.24 Mortgagee means (i) any persons or entity named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person or entity under such Mortgage. A "First Mortgagee" shall mean any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any or all Mortgagee protections contained in this Declaration shall also protect the Declarant as the holder of a First Mortgage of a Unit or any interest therein.

1.25 Owner means any person or entity, including Declarant, at any time owning a Unit within the Project (including, to the extent permitted by law, those purchasing an interest pursuant to a contract for deed who have given written notice of their purchase and a copy of their contract to the Association) and includes Commercial Owners and Residential Owners. The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

1.26 Par Value means the number of points assigned to each Unit in determining the percentage of undivided interest in the Common Areas appurtenant to each Unit, as described herein and in the Act. In accordance with the provisions of the Act, the statement of Par Value should not be considered to reflect or control the sales price or fair market value of any Unit.

1.27 Plat means the Condominium Plat for Newpark Terrace Condominiums recorded in the office of the County Recorder, concurrently with recordation of this Declaration, reduced copies of which are attached hereto as Exhibit D and any amendments thereto hereafter recorded in the office of the County Recorder.

1.28 Project means the Property, the Units, the Common Areas and all improvements submitted by this Declaration to the provisions of the Act.

1.29 Property shall mean the property upon which the Project is situated, as more particularly described in

Recital A above.

1.30 Residential Owner means any person or entity, including Declarant, at any time owning a Residential Unit. The term "Residential Owner" shall not include any Mortgagee (unless such Mortgagee has acquired title for other than security purposes).

1.31 Residential Unit means a Unit in the Project designated for residential use.

1.32 Rules and Regulations means the rules adopted by the Management Committee pursuant to Section 12.6, as amended from time to time.

1.34 Special Assessments means the assessments which the Association may levy from time to time in addition to Annual Assessments pursuant to Section 12.1 below.

1.35 Total Votes of the Association means the total number of votes appertaining to all Units in the Project, as shown on Exhibit B attached hereto.

1.36 Unit means a part of the Project intended for Residential Units.

ARTICLE II

DESCRIPTION OF IMPROVEMENTS ON THE PROPERTY

The Project will consist of the second and third floors of a multi-story building (the "Building") with the first floor of the Building consisting of a Ground Floor Parcel which includes commercial and parking. There will be a total of sixty (60) Residential Units (54 two-bedroom and 6 three-bedroom) in the Building. The Building will be supplied with telephone, cable or satellite television, electricity, natural gas, water and sewer service and may also include other improvements. The Building is being constructed with wood and steel framing, and will have stone, metal, stucco and wood siding.

ARTICLE III

SUBMISSION TO THIS DECLARATION AND THE ACT

3.1 Submission to this Declaration and the Act. The Declarant hereby submits the Property and all improvements now or hereafter made in or upon the Property to the provisions of the Act. All of said Project is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and improved as a fee simple condominium to be known as "Newpark Terrace Condominiums". All of said Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said Project and division thereof into Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit on the Property and shall be binding upon the Declarant, its successors and assigns, and to any person acquiring, leasing or owning an interest in the real property and improvements comprising the Project and to their respective assigns, lessees, sub-lessees, personal representatives, heirs, successors and assigns.

3.2 Division into Units. The Project is hereby divided into Units, including an appurtenant undivided interest in the Common Areas as set forth in Exhibit B.

ARTICLE IV

DESCRIPTION OF UNITS AND COMMON AREAS

4.1 Description of Units. The Project contains Residential Units as designated on Exhibit B attached hereto. The boundary lines of each Unit are as set forth on the Plat and consist of the undecorated and/or unfinished interior surfaces of windows and doors. The interior surfaces of the doors and windows mean the points at which such surfaces are located when such window or door is closed. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings; non-supporting interior walls; and all utility outlets, fixtures or appliances found within the boundary lines of the Unit and servicing only that Unit. Notwithstanding the fact that they may be within the boundaries of the Unit, the following are not part of any Unit: bearing walls, floors, ceilings and roofs (except the interior finished surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit.

4.2 Description of Common Areas. The Common Areas are all those portions of the Project not included as part of any Unit.

4.3 Description of Limited Common Areas. The Plat identifies the Limited Common Areas of the Project (including decks/patios/balconies) and the Unit or Units to which the use of each such Limited Common Areas is reserved.

4.4 Ownership of Common Areas. The undivided interest in the Common Areas appurtenant to each Unit in the Project is based upon the Par Value of such Unit, which is determined by the number of points allocated to each Unit. In determining the Par Value of each Units there shall be one (1) point allocated to each two bedroom Residential Unit, and one (1) point allocated to each three bedroom Residential Unit. The percentage of undivided interest in the Common Areas appurtenant to each Unit shall be determined by dividing the number of points allocated to that Unit by the total number of points allocated to all Units in the Project, as set forth in attached Exhibit B. In accordance with the provisions of the Act, the statement of Par Value shall not be considered to reflect or control the sales price or fair market value of any Unit. Accordingly, no opinion, appraisal or market transaction may affect the Par Value of any Unit. Except as otherwise provided in this Declaration or the Act, the undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered. The sum of the undivided interests in the Common Areas allocated to all Units shall at all times equal one hundred percent (100%). Declarant is authorized to round the undivided interest of one or more Units in order to cause the total to equal one hundred percent (100%).

Except as otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas (other than Limited Common Areas associated with any Unit) in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any Rules and Regulations promulgated by the Association.

ARTICLE V

NATURE AND INCIDENTS OF RESIDENTIAL UNIT OWNERSHIP

5.1 Nature of Residential Units. Each Residential Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with provisions of this Declaration.

5.2 Common Areas. Subject to the limitations contained in this Declaration, each Residential Owner shall have the non-exclusive right to use and enjoy the Common Areas and the exclusive right to occupy and use his or her Residential Unit and any Limited Common Areas designated for exclusive use by such Residential Owner or all Residential Owners.

5.3 Interior of Units. Except as otherwise provided herein, each Residential Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries. Each Residential Owner shall keep the interior of his or her Unit, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a sanitary condition and in a good state of repair. In the event that the Management Committee determines that any such Residential Unit has developed an unsanitary condition or has fallen into a state of disrepair and in the event that the Owner of such Residential Unit should fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Residential Unit and correct or eliminate said unsanitary condition or state of disrepair. Except as otherwise provided herein, no Residential Owner may subdivide his or her Unit.

ARTICLE VI

TITLE TO UNITS

6.1 Title. Title to a Unit within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

6.2 Inseparability. Except as otherwise provided herein, title to no part of a Unit within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Unit. Every gift, devise, bequest, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a gift, devise, bequest, encumbrance, conveyance or other disposition, respectively of the entire Unit, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

6.3 No Partition. The Common Areas shall be owned in common by all of the Owners. Except as otherwise provided in the Act, no Owner, nor any other person, may bring a suit for partition of the Common Areas.

6.4 Separate Mortgages by Owners. Each Owner shall have the right to mortgage or otherwise encumber his or her Unit or his or her interest therein. However, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof, except the undivided interest therein appurtenant to his or her Unit. Any Mortgage or other encumbrance of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

6.5 Separate Taxation. Each Unit and its appurtenant undivided interest in the Common Areas, shall be deemed to be a parcel and shall be subject to separate assessments and taxation by each assessing unit and special district for all types of taxes authorized by law. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the undivided interests in Common Areas appurtenant to such Units. All such taxes, assessments and other charges on each respective Unit shall be separately levied against the Owner thereof. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

6.6 Mechanics Liens. Any mechanic's lien or materialmen's lien arising as a result of repairs to or improvements of a Unit by an Owner shall be a lien only against such Unit. Any mechanics' or materialmen's lien arising as a result of repairs to or improvements of the Common Areas, if authorized in writing by the Association, shall be paid by the Association as a Common Expense and until paid shall be a lien against each Unit in proportion

to the undivided interest in the Common Areas appurtenant to such Unit. On payment of the proportionate amount by any Owner of the lien, the Owner shall be entitled to a release of his or her Unit from the lien and the Association shall not be entitled to assess such Owner's Unit for payment of the remaining amount due for the repairs or improvements.

6.7 Description of Unit. Every contract for the sale of a Unit and every other instrument affecting title to a Unit within the Project may describe a Unit by the name of the Project, the recording date for this Declaration, the county wherein the Project is located and its Unit number as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to ownership of a Unit within the Project and all of the limitations on such ownership as described in this Declaration.

ARTICLE VII

EASEMENTS AND OTHER RIGHTS

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

7.2 Easements of Maintenance, Cleaning and Repair. In the event some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units, the Association shall have the irrevocable right to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair or replacement of any Common Areas or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or to any Unit. In addition, agents of the Association, may enter a Unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping, construction or reconstruction for which the Association is responsible. Such entry shall be made upon reasonable notice, except in the event of emergency, and with as little inconvenience to the Owners or occupants as practicable and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund.

7.3 Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas as necessary for access to such Owner's Unit and to any Limited Common Areas appurtenant to such Unit and shall have the right to horizontal, vertical and lateral support of such Unit, and such rights shall be perpetual and shall be appurtenant to and pass with title to each Unit.

7.4 Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration.

7.5 Easement for Completion of Project. The Declarant shall have a transferable easement over and on the Common Areas for the purpose of completing construction of the Project and making improvements therein as shown on the Plat, and for the purpose of doing all things reasonably necessary or appropriate in connection

therewith.

7.6 Access Easement. The Newpark Terrace Condominiums Association is hereby granted an easement of ingress to and egress from the Ground Floor Parcel, as shown on Plat attached hereto, for the use, benefit, operation and access to the utilities, including water, sewer, electrical, gas, phone, tv and cable tv equipment and facilities located within the Ground Floor Parcel which is owned by Harmony Heath, LLC, a Nevada limited liability company, and provide services to the Residential Units. Expenses incurred in connection with the use, operation, maintenance and repair of such items, and the property or unit within which those items are located, shall be equitably allocated as provided in the Newport Terrace Air Rights Declaration, recorded in the office of the Summit County Recorder.

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

ARTICLE VIII

USE RESTRICTIONS

8.1 Restrictions on Use of Residential Units. No Residential Unit shall be used for commercial purposes; provided, however, that nothing in this Section 8.1 shall prevent (a) Declarant or an affiliated entity or a duly authorized agent from using any Unit owned or leased by Declarant as sales offices and model Units. No barbecue or grill shall be used or stored on the patio/deck/balcony appurtenant to any Unit and each such patio/deck/balcony shall be kept in a clean and orderly manner.

8.2 Noxious, Offensive or Illegal Activity. No noxious, offensive or illegal activity shall be carried on in or upon any part of the Project nor shall anything be done on or placed in or upon any part of the Project which is or may become a nuisance or may cause unreasonable embarrassment, disturbance or annoyance to Owners.

8.3 Unsafe or Hazardous Activities. No activities shall be conducted, or improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

8.4 Prohibition on Timeshare/ Fractional Programs. No Unit, whether leased or owned, shall be used:

(a) for the operation of a timesharing, fractional ownership, interval ownership, private residence club or similar program whereby the right to exclusive use of the Unit rotates among participants in the program, regardless of whether such program utilizes a fixed or floating schedule, a first come-first served reservation system or any other arrangement; or

(b) for the operation of a reservation or time-use system among co-Owners of a Unit, regardless of whether or not any co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

(i) the ownership interest in such Unit is marketed for sale to the public subject to such system, or

(ii) the co-Owners are or were required as a condition of purchase of the ownership interest in such Unit to subject the interest to a pre-determined reservation or time-use system among co-Owners; or

(c) in the marketing, offering or selling of any club membership interest, limited liability company interest,

limited partnership interest, program interest or other interest whereby the interest-holder acquires a right to participate in a reservation or time-use system among the interest-holders, or among the interest-holders and others, involving the Unit, or involving the Unit and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating (such interest referred to herein as an "Interest"), if one or more of the following conditions exist:

(i) the Interest is marketed for sale to members of the public, or

(ii) the Interest-holders are or were required as a condition of purchase of the Interest to be subject to a pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others.

All of the foregoing uses, systems or programs described in this Section are hereinafter called a "Timeshare Program").

(d) Mere co-ownership of a Unit, ownership of a Unit by an entity, or short-term leasing of a Unit shall not create a Timeshare Program unless it meets any of the conditions described above in this Section 8.4. The inclusion of a Unit in a nightly or other short term rental program shall not be considered to create a Timeshare Program. All use and occupancy arrangements falling within the definition of "timeshare interests" under the Utah Timeshare and Camp Resort Act (Utah Code Annotated § § 57-19-1, et seq.) shall be considered Timeshare Programs, but a determination that any use and occupancy arrangements do not constitute a "timeshare interest" under the act shall not be determinative of whether such arrangements constitute a Timeshare Program hereunder. It is intended that the definition of "Timeshare Program" hereunder shall be broader than, and not limited by, the definition of 'timeshare interest' in the Timeshare and Camp Resort Act.

8.5 Balconies. An Owner shall keep the patio/deck/balcony appurtenant to their Unit (collectively "Balcony") in a good, clean, neat and orderly condition. Provided that such items are approved in advance by the Management Committee, an Owner may keep the following items on a Balcony appurtenant to their Unit: (i) patio furniture; and (ii) one (1) hot tub, which may only be located on the lower patio. Except for patio furniture and a hot tub, no other items may be maintained, stored or kept on a Balcony, including, without limitation, clothes lines, bicycles, toys, and/ or tools. No laundry, blankets, towels or any other item shall be hung or draped on or over any portion of a Balcony. No sign, notice or advertisement (except as may be used by Declarant as part of its sales program) shall be inscribed, hung or exposed on any portion of the Property or any Unit therein (including any portion of a Balcony). No noxious or offensive activity shall be carried in or upon any part of a Balcony nor shall anything be done on or placed in or upon any part of a Balcony which is or may become a nuisance or may cause unreasonable embarrassment, disturbance or annoyance to Owners. This Section shall not be amended without the prior consent of the Ground Floor Parcel Owner.

8.6 Rules and Regulations. Each Owner shall comply strictly with all Rules and Regulations adopted by the Association for the governance of the Units, the Common Areas and the Project, as such Rules and Regulations may be modified, amended and construed by the Association in the reasonable discretion of the Management Committee. All Owners are given notice that use of their Units and the Common Areas is limited by the Rules and Regulations of the Association as modified from time to time. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of the Owner's Unit can be affected by this provision and that the Rules and Regulations may change from time to time.

ARTICLE IX
DECLARANT RIGHTS

9.1 Right to Construct. Declarant reserves the right, but is not obligated to construct:

(a) any improvements shown on the Plat; and

(b) any other buildings, structures, or improvements that Declarant desires to construct on the Property, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

9.2 Declarant Control Period. There is hereby established a period of Declarant control of the Association during which period Declarant or persons designated by it shall have the authority to appoint and remove the Association officers and members of the Management Committee. The period of Declarant control shall terminate no later than the earlier of:

(a) three (3) years after the first Unit is conveyed to an Owner;

(b) after Units to which three-fourths (3/4) of the undivided interest in the Common Areas appertain have been conveyed to Owners; or

(c) the surrender by Declarant of such right by written notice to the Management Committee.

9.3 Sales Models and Offices. Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project and models in any of the Units which it owns or leases or on the Common Areas of the Project for so long as Declarant is an Owner within the Project. Declarant shall be entitled to utilize, at any one time, any number of Units which it owns or leases and some or all of the Common Areas as sales offices, and models anywhere in the Project. Declarant may relocate sales offices and models to other Units or Common Areas at any time. Notwithstanding an Owner's right to resell his or her Unit and list such Unit with any firm or agency as he or she shall determine, no person or entity other than Declarant and/or its duly appointed affiliates, successors, agents or assigns, shall have the right to market or initially sell Units within the Project.

9.4 Project Name. During the period of Declarant control, Declarant hereby reserves the right to unilaterally change the name of the Project without the consent of any other Owner or of the Management Committee.

9.5 Easement for Telecommunications. Declarant hereby reserves an exclusive easement for itself and its successors and assignees for the present and future construction, operation, maintenance, repair and replacement of all types of communication services within the Project, which may include, without limitation, voice services, video services, internet, security services, and similar services that may be available in the future, and the facilities and appurtenances necessary to the same. Declarant further reserves a right of access to such facilities over, across, and through all other Common Areas of the Project in order to access the facilities to provide communication services to the Project, or to any other property owned by Declarant, its successors and assigns, and to exercise the rights established herein. Declarant may transfer by easement, license agreement or other conveyance, some or all of the rights reserved hereunder to one or more communication service providers, in connection with the provision of communication services to the Project or any adjoining parcel. Declarant may exercise all of the rights under this Section without the consent of any Owner, Mortgagee or the Association. The Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant, and deemed reasonable by Declarant, documenting the rights hereunder, in a form satisfactory to Declarant, and any successor or assignee of its rights hereunder.

9.6 Declarant Easement Areas. Declarant hereby reserves a perpetual exclusive easement in, over and across those certain areas of the Project designated on the Plat as "Declarant Easement Areas." Declarant and its successors and assigns shall (at no cost or expense to the Declarant) have the exclusive right to use the Declarant Easement Areas for the purposes of maintaining vending machines, washers, dryers, janitorial equipment, maintenance, utilities, ventilation, office, staff lounge, commercial machines and/or storage rooms, and any other reasonable uses determined by the Declarant. Notwithstanding the foregoing, Declarant's use of those Declarant Easement Areas which are also designated on the Plat as "Declarant Easement Area for Ventilation Shafts & Rooftop Equipment" shall be limited to access, installation, maintenance and repair of utility lines, ventilation ducts, and rooftop equipment (as defined in Section 1.8 of the Newpark Terrace Air Rights Declaration). All income generated from Declarant's use of the Declarant Easement Areas shall be retained by Declarant.

9.7 Interference with Declarant's Rights. Neither the Association, the Management Committee, nor any Owner may take any action or adopt any rule that interferes with or diminishes any of Declarant's rights hereunder, without Declarant's prior written consent. Any action taken in violation of this Section 9.9 shall be null and void and have no force and effect.

ARTICLE X

THE ASSOCIATION

10.1 Membership. Each Owner shall be entitled and required to be a member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one membership for each Unit owned by him or her. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance or other disposition, respectively, of a Unit shall include the Owner's membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Unit. The Association shall make available to the Owners and the holders of the First Mortgage on any Unit current copies of the Declaration, Articles, Bylaws and Rules and Regulations governing the Project and other books, records and financial statements of the Association. "Available" shall mean available for inspection, upon not less than five (5) days prior request, during normal business hours or under other reasonable circumstances. The voting rights of the Owners shall be as set forth in the Articles and Bylaws.

10.2 Management Committee. The Management Committee shall consist of not less than three (3) nor more than seven (7) natural persons, each of whom must be a member of the Association.

10.3 Votes. At any meeting of the Association, each Owner of a Unit, including Declarant, either in person or by proxy, shall be entitled to vote the number of votes appurtenant to each respective Unit as set forth in Exhibit B which shall be proportionate to the Par Value of each Unit. The voting rights appurtenant to each Unit shall vest upon execution and recording of this Declaration. The number of votes appurtenant to each Unit shall have a permanent character, and, except as otherwise permitted and provided for in this Declaration, shall not be altered without the unanimous consent of all Owners expressed in a duly recorded Amendment.

10.4 Amplification. The provisions of this ARTICLE X may be amplified by the Articles and the Bylaws; provided, however, that any such amplification shall conform to the rights or obligations of the Owners set forth in this Declaration.

ARTICLE XI

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND MANAGEMENT COMMITTEE

11.1 The Common Areas. The Management Committee, acting on behalf of the Association, and subject to the obligations and duties of the Owners as set forth in this Declaration and further subject to the Air Rights Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair; provided, however, that unless otherwise stated herein, each Owner shall keep the Limited Common Areas designated for use in connection with his or her Unit, if any, in a clean, sanitary and attractive condition.. The Association shall maintain the Common Areas in good repair and in a clean an orderly manner consistent with other first class condominium projects located in Summit County. The specification of duties of the Management Committee with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas. All goods and services procured by the Management Committee in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

11.2 Common Areas Manager. While the Management Committee has the obligation to operate and manage the Common Areas, it is also anticipated that the Management Committee will employ a Common Areas Manager to perform certain services on behalf of the Association, including but not limited to functions related to the Common Areas. Appropriate fidelity bond coverage shall be required for the Common Areas Manager and for any officer, employee and agent of the Common Areas Manager who handles funds of the Association. Such fidelity bond coverage shall meet the requirements of Section 15.6 below. The Management Committee may by written contract delegate, in whole or in part, to the Common Areas Manager those duties, responsibilities, functions and powers hereunder of the Management Committee as are subject to delegation. The services of the Common Areas Manager retained by the Management Committee shall be paid for with funds from the Common Expense Fund.

11.3 Miscellaneous Goods and Services. The Management Committee may, on behalf of the Association, obtain and pay for the services of such personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished directly by the Association or by any person or entity with whom or with which it contracts. Whenever possible all such personnel shall be independent contractors. Any contracts between the Association or the Common Areas Manager, on the one hand, and any affiliate of the Common Areas Manager, on the other, shall be competitive with those available from unrelated third parties. The Management Committee may, in behalf of the Association, obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Management Committee may, on behalf of the Association, acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas and other necessary or desirable utility services for the Common Areas (and for the Units to the extent not separately metered or billed), insurance, bonds, and other goods and services common to the Units.

11.4 Installation of Utility Meters. The Management Committee, may at its discretion choose to install separate utility meters in some or all of the Units and to charge the Owner of such Units separately for the installation costs. The payment of such costs shall be secured by the lien set forth in Section 13.1 (e) below. Upon installation of a separate meter, the Owner shall be responsible for directly paying to the utility company all monthly utility so metered.

11.5 Real and Personal Property. The Management Committee may acquire and hold on behalf of the Association real, personal and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise.

11.6 Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the use of the Units, the Common Areas, the Limited Common Areas and all parts of the Project, which

Rules and Regulations shall be consistent with the rights and duties established by this Declaration. The Management Committee on behalf of the Association may take judicial action against any Owner or occupant to enforce compliance with such Rules and Regulations or other obligations of such Owner or occupant arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner or occupant.

11.7 Granting Easements. The Management Committee may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, easements, licenses and rights-of-way over, under, across and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project.

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

11.9 Power of Attorney Amendments. Each Owner makes, constitutes and appoints the Association his or her true and lawful agent in his or her name, place and stead to make, execute, sign, acknowledge and file with respect to the Project such amendments to this Declaration and the Plat as may be required by law or by vote taken pursuant to the provisions of the Declaration.

ARTICLE XII

ASSESSMENTS

12.1 Assessments. The making and collection of Assessments by the Association from Owners of Units for their share of Common Expenses shall be pursuant to the Bylaws and are subject to the following provisions:

(a) Annual Assessments. Each Owner, including Declarant, for each Unit which it owns, shall be liable for a proportionate share of the Common Expenses, such share being the same as the ownership interest in the Common Areas appurtenant to the Unit owned by him or her. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital reserve expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Assessments under this Section 12.1 shall be the Common Expense Fund. Assessments shall include both Annual Assessments and Special Assessments. After an assessment has been made by the Association, Annual Assessments must be made at least annually, based on a budget adopted at least annually by the Association in accordance with the provisions of this Declaration and the Bylaws. Annual Assessments shall be levied against each separate Unit, and shall commence as to all Units in the Project on the first day of the month following the closing of the first sale of a Unit.

(b) Special Assessments. In addition to the Annual Assessments, the Association may levy in any calendar year, Special Assessments applicable to that year only, for any purpose that the Management Committee may determine in its sole and exclusive determination, including without limitation for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Areas, including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls, the collection of Annual Assessments from the Owners structural alterations or capital additions or capital improvements to the Common Areas as are necessary in the Management Committee's sole and exclusive judgment to preserve or maintain the integrity of the Common Areas; to pay an increase in real property taxes; or imposing a special assessment against an individual Owner as a remedy utilized by the Management Committee to reimburse the Association for costs incurred in bringing the Owner and/or his or her Unit into compliance with the provisions of this Declaration, the Bylaws, rules and regulations of the Association, or any other governing instrument for the Project. The portion of any Special Assessment levied against

a particular Unit shall be equal to the percentage of undivided interest in the Common Areas appurtenant to such Unit. The Management Committee shall provide notice by first class mail to all Owners of any Special Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Assessment is due.

(c) Late Fee and Default Rate. All Assessments shall be due as determined pursuant to the Bylaws. Assessments and any installments thereof not paid on or before thirty (30) days after the date when due shall bear interest at the rate of twelve percent (12%) per annum, or at such other rate of interest as may be set by the Management Committee, from the date when due until paid. Furthermore, Owners who do not pay Assessments within thirty (30) days of when due shall be subject to a late fee established by the Management Committee. All payments of Assessments shall be first applied to accrued interest and late fees, and then to the Assessment payment first due. All Assessments to pay a judgment against the Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Units). If the Owners' percentage interests in the Common Areas are reallocated, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.

(e) Assessment Lien. There shall be a lien upon the applicable Unit for all unpaid Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to this Declaration and the Act. The lien for unpaid Assessments and related charges shall be effective upon recordation in the office of the County Recorder of a written notice of lien by the Management Committee or the Common Areas Manager. The written notice of lien shall set forth the amount of the Assessment, the date(s) due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. No notice of lien shall be recorded until there is a delinquency in payment of the Assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law including specifically, but without limitation, the method recognized under the laws of the state of Utah for the enforcement of a mechanic's lien which has been established in accordance with the provisions of Chapter 1, Title 38, Utah Code, as amended from time to time.

(f) Foreclosure. In any foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure, and all such Assessments shall be secured by the lien being foreclosed. The Management Committee shall have the right and power on behalf of the Association to bid at any foreclosure sale and to hold, lease, mortgage or convey the subject Unit in the name of the Association. In furtherance of such foreclosure rights, the Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien in accordance with the provisions of the Act. The Association and each Owner hereby appoints High Country Title Company (whose address and phone number is 1729 Sidewinder Drive, Park City, Utah, 435-649-8777), its successors and/or assigns, as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code and made applicable hereto by Title 57, Chapter 8, Utah Code. Provided, however, the Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1, Utah Code. Each Owner hereby conveys and shall upon taking title to a Unit be deemed to have conveyed all of its right, title and interest in his or her Unit to such trustee, in trust, with a power of sale, to secure each Owner's obligations under this Declaration, including but not limited to the obligation to pay all Assessments. The Association may, through its duly authorized agents, bid on the Unit at any foreclosure sale and acquire, hold, lease, mortgage and convey the same.

(g) Priority of Assessment Lien, Statement of Unpaid Assessments. The lien of the Association shall be superior (prior) to all other liens and encumbrances except liens and encumbrances recorded before recordation of this Declaration, a First Mortgage on a Unit as provided for herein and assessments, liens and charges in favor of the state or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Act

creates alien or prohibit the Association from taking a deed in lieu of foreclosure. The Management Committee, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Management Committee, Common Areas Manager and every Owner, in favor of all who rely on such statement in good faith.

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

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

12.2 Reserves. The Association through the Management Committee shall include in the Assessment amounts representing sums to be used for the replacement of or additions to capital items or improvements in the Project.

The Management Committee shall not expend funds designated as reserves for any purpose other than the repair, restoration, replacement or maintenance of major components of the Common Areas for which the Association is responsible and for which the reserve fund was established or for litigation involving such matters. Nevertheless, the Management Committee may authorize the temporary transfer of money from the reserve account to the Association's operating account from time to time to meet short term cash flow requirements and pay other expenses. Any such funds so transferred shall constitute a debt of the Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Management Committee may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and Association, delay such restoration until the time it reasonably determines to be necessary. The Management Committee shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limit specified above. At least once every three (3) years the Management Committee shall cause a study to be conducted of the reserve account of the Association and its adequacy to satisfy anticipated future expenditure requirements. The Management Committee shall, thereafter, annually review the reserve account study and shall consider and implement necessary adjustments to reserve account requirements and funding as a result of that review. Any reserve account study shall include, at a minimum:

- (a) Identification of the major components which the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a useful life of less than thirty (30) years.
- (b) Identification of the probable remaining useful life of the components identified in subsection (a) above, as of the date of the study.
- (c) An estimate of the cost of repair, replacement, restoration or maintenance of each major component identified in subsection (a) above, during and at the end of its useful life.
- (d) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or

maintain each major component during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

For the purposes of this Section, the term "reserve account requirements" means the estimated funds which the Management Committee has determined are required to be available at a specified point in time to repair, replace or restore those major components which the Association is obligated to maintain.

12.3 Right to Rents upon Default in Paying Assessments. If an Owner shall at any time lease his or her Commercial Unit or Residential Unit and shall default in the payment of Assessments, the Management Committee to the fullest extent permitted by the Act, may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid.

ARTICLE XIII

PERSONAL CHARGES

13.1 Personal Charges. The Association and/or Common Areas Manager may levy charges against an Owner or any guest of an Owner ("Guest"), or individual renting an Owner's Unit ("Tenant"), for all expenses resulting from the act or omission of such Owner, Guest or Tenant (except an Owner's failure to pay any Assessment) as set forth below ("Personal Charges"). The act or negligence of any Guest shall be deemed to be the act or negligence of the Owner who permits such Guest to use and occupy any Unit. Personal Charges include any expense resulting from the act or omission of any Owner, Guest or Tenant, including, without limitation:

(a) the cost to repair any damage to any portion of the Project, or to repair or replace any Common Furnishings on account of loss or damage caused by such Owner, Guest or Tenant; and

(b) the cost to satisfy any expense to any other Owner(s) or to the Association due to any intentional or negligent act or omission of such Owner, Guest or Tenant resulting from the breach by such Owner, Guest or Tenant of any provisions of the Governing Documents.

13.2 Lien Securing Payment of Personal Charges. Personal Charges are not Assessments and are secured by the lien described in Section 12.1 (e) above only to the extent such Personal Charges were incurred by an Owner. In addition, the Association shall have all other remedies described in this Declaration which are available to the Association against any Owner for nonpayment of such Owner's Personal Charges.

ARTICLE XIV

INSURANCE

14.1 Insurance Coverage Requirements. The Insurance coverage requirements for Newpark Terrace Condominiums are included in the Air Rights Declaration.

ARTICLE XV

DAMAGE OR DESTRUCTION

15.1. Damage or Destruction. The damage or destruction requirements for Newpark Terrace

Condominiums are included in the Air Rights Declaration.

ARTICLE XVI

TERMINATION

16.1 Approval of Termination. Except as otherwise provided in this Declaration, including but not limited to ARTICLE XVII below, the Project may be terminated only by agreement of one hundred percent (100%) of the Total Votes of the Association.

All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded, that their liens are transferred to the undivided ownership interest of the Owners in the Project. Provided further, as long as Declarant has ownership rights in the Project, its consent shall also be required to remove the Project from the provisions of the Act. Upon removal of the Project from the provisions of the Act, the Project shall be deemed to be owned in common by the Owners. The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas.

16.2 Sale of Entire Project, Sale of Real Estate after Termination. A termination agreement may provide that all of the Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to the Act and/or Fannie Mae. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the relative value of each Unit. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

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

ARTICLE XVII

CONDEMNATION

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

17.2 Damages or Awards. With respect to the Common Areas or Limited Common Areas, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his ownership interest in the Common Areas. This provision does not prohibit a majority of the Owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the Common Areas so taken on the remaining land or on other acquired land, provided that this Declaration and the Plat are duly amended. With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deposited with the Management Committee as trustee. Even though the damage or awards may be payable to one or more Owners, the Owners shall deposit the damages or awards with the Management Committee as trustee. In the event an Owner refuses to so deposit his or her award with the Management Committee, then at the option of the Management Committee, either a Special Assessment shall be made against the defaulting Owner and his or her Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.

17.3 Distribution of Proceeds if Project Removed from Provisions of the Act. In the event the Project is removed from the provisions of the Act pursuant to ARTICLE XVI above, the proceeds of the damages or awards shall be distributed or used in accordance with the Owners' respective undivided interest in the Common Areas.

17.4 Distribution of Proceeds if Project not Removed from Provisions of the Act. If one or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:

(a) If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.

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

17.5 Changes to Project. Changes in Units, in the Common Areas and in the ownership of the Common Areas that are affected by the taking referred to in this ARTICLE XVII shall be evidenced by an amendment to this Declaration and the Plat, which need not be approved by the Owners.

ARTICLE XVIII

MORTGAGEE PROTECTION

18.1 Eligible Mortgagees. The Management Committee shall maintain a roster containing the name and address of each First Mortgagee that has provided the Management Committee with written notice as described in this Section 18.1 ("Eligible Mortgagee"). To be considered an Eligible Mortgagee, a First Mortgagee shall provide the Management Committee with a certified copy of its recorded First Mortgage and the name and address of the First Mortgagee and a statement that the Mortgage is a First Mortgage together with a written request that it receive notice of the matters and actions described below. The Eligible Mortgagee shall be stricken from the roster upon

request by such Eligible Mortgagee or upon receipt by the Management Committee of a certified copy of a recorded full release or satisfaction of the Eligible Mortgage. Notice of such removal shall be given to the Eligible Mortgagee unless the removal is requested by the Eligible Mortgagee. Upon the Association's receipt of such written request, an Eligible Mortgagee shall be entitled to timely written notice of:

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

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

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.2 below or elsewhere herein.

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

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

(b) Amend any material provision of the Declaration, Articles, Bylaws or Plat. "Material provisions" include any provision affecting the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, to comply with applicable law, or for clarification only):

(i) Voting rights;

(ii) Changes in the method of calculating the Annual Assessments, obligations, maintenance fees, or other charges which may be levied against an Owner;

(iii) Reductions in reserves for maintenance, repair, and replacement of Common Areas and facilities;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the Common Areas and facilities, except where otherwise specifically permitted by this Declaration, or rights to their use;

(vi) Substantial reduction in hazard or fidelity insurance requirements;

(vii) Imposition of any restrictions on the leasing of Units;

(viii) Imposition of any restrictions on Owner's right to sell or transfer his or her Unit;

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

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

18.3 Priority of First Mortgage. The Assessment or claim against a Unit for unpaid Assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Unit, and the First Mortgagee there under which comes into possession of or which obtains title to such Unit shall take the same free of such lien or claim for unpaid Assessment or charges, but only to the extent of Assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available there under, or taking of a deed or assignment in lieu of foreclosure. No Assessment, Assessment lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit therein, affected or previously affected by the First Mortgage concerned.

18.4 Rights of First Mortgage. In the event any taxes or other charges which may or have become a lien on the Common Areas are not timely paid, or in the event the required hazard insurance described in ARTICLE XV lapses, is not maintained, or the premiums therefore are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefore from the Association.

18.5 Insurance Proceeds or Condemnation Awards. No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Units or the Common Areas. All proceeds or awards shall be paid directly to any Mortgagees of record, as their interest may appear.

18.6. Fannie Mae Requirements. Each Mortgagee and the guarantor of the mortgage on any Unit in the Condominium Project shall be given timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association;
- (d) Any proposed action that requires the consent of a specified percentage of mortgages;
- (e) A first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted dues or charges accrued before the acquisition of title to the unit by the mortgagee. If the Association's lien priority includes costs of collecting the unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues;
- (f) No provision in this Declaration shall give a Unit Owner or any other party priority over the

rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or taking a condominium Unit and/or Common Area;

(g) Any amendment to this Declaration of a material nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of Units that are subject to mortgages;

(h) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages; and

(i) Implied approval is assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE XIX

COMPLIANCE WITH DECLARATION AND BYLAWS

19.1 Compliance. Each Owner shall comply strictly with the provisions of this Declaration, the Articles, Bylaws, Rules and Regulations promulgated by the Association and the decisions and resolutions of the Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Association or, in a proper case, by an aggrieved Owner.

19.2 Enforcement and Remedies. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any supplemental or amended Declaration, with respect to the Association or Units within the Project shall be enforceable by the Declarant or by any Owner of a Unit within the Project, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration, or in any supplemental or amended Declaration, with respect to a person or entity or property of a person or entity other than the Association shall be enforceable by the Declarant or by the Association or, in a proper case, by an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

ARTICLE XX

DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

20.1 Agreement to Avoid Costs of Litigation. The Association, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this ARTICLE XX (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the properties at the Project, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving properties at the Project, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration or the Governing Documents, and any claim for design or construction defects (collectively "Claim"), except for those Exempt Claims authorized under Section 21.2 below, shall be subject to the procedures set forth in Section 21.3 below.

20.2 Exempt Claims. Any Bound Party having an Exempt Claim (as defined below) may submit it to the

alternative dispute resolution procedures set forth in Section 20.3, but there shall be no obligation to do so. The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 20.3 below:

(a) Any suit by Declarant against any Bound Party to enforce the provisions of this Declaration or to enforce any of Declarant's developmental rights set forth in this Declaration, including any defensive or responsive actions by the party against whom the action is taken;

(b) Any suit by the Association against any Bound Party to enforce the provisions of this Declaration, including any defensive or responsive actions by the party against whom the action is taken;

(c) Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration, including any defensive or responsive actions by the party against whom the action is taken;

(d) Any suit between Owners (other than the Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under the law of the State of Utah in the absence of a claim based on the Governing Documents, if the amount in controversy exceeds Fifteen Thousand Dollars (\$15,000.00); and

(e) Any suit or enforcement action or exercise of any right or remedy under or in respect of any Mortgage, any indebtedness secured by such Mortgage or any other document or agreement executed in connection with such Mortgage or in respect of any right provided herein with respect to such Mortgage.

20.3 Mandatory Procedures for All Other Claims. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

(a) **Notice.** The Claimant shall notify each Respondent in writing of the Claim ("Notice"), stating plainly and concisely:

(i) The nature of the Claim, including date, time, location, person involved, Respondent's role in the Claim;

(ii) The basis of the Claim (i.e., the provision of the Declaration, Governing Documents, or other authority out of which the Claim arises);

(iii) What Claimant wants Respondent to do or not to do to resolve the Claim; and

(iv) That Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) **Good Faith Negotiation.**

(i) Each Claimant and Respondent ("Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(ii) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Management Committee may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the Project.

(c) **Final and Binding Arbitration.**

(i) If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), the

Claimant shall have thirty (30) days following Termination of Negotiations to submit the Claim to arbitration in accordance with the Rules of Arbitration maintained on file in the office of the Association or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

(ii) This Section 20.3 is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration law of the State of Utah. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Utah.

(d) Allocation of Costs of Resolving Claims.

(i) Each Party shall bear all its own costs incurred prior to and during the proceedings described in this Section 20.3, including the fees of its attorney or other representative.

(ii) Each Party shall share equally in the costs of conducting the arbitration proceeding (collectively, "Arbitration Costs"), except as otherwise provided in this subsection (d); provided, however, if the Claim is rejected in whole or in part, the Claimant shall pay all Arbitration Costs, including the costs incurred by the Respondent.

(e) **Enforcement of Resolution.** If the Parties agree to resolve any Claim through negotiation in accordance with subsection (b) above and any Party thereafter fails to abide by the terms of such Agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 20.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

ARTICLE XXI

AMENDMENT

21.1 **General.** Except as provided elsewhere in this Declaration, any amendment to this Declaration or the Plat shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Summit County Recorder of an instrument executed by the Association. In such instrument an officer or trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

21.2 **Amendment by Declarant.** The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) to make technical corrections to fix mistakes or remove/clarify ambiguities; or (c) if such amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Project or any Unit.

21.3 **Amendment for Benefit of Lenders.** Anything in this ARTICLE XXI or Declaration to the contrary notwithstanding, Declarant also reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by The Utah Division of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA, and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this

Declaration or approval of the sale of Units, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit's or any portions thereof. Any such amendment shall be affected by the recordation by Declarant of an Amendment duly signed by the Declarant, specifying the nature of the qualifying reason for such amendment pursuant to this Section. Recordation of such a Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this ARTICLE XXI deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

21.4 Amendments to Comply with Construction. Notwithstanding anything contained in this Declaration to the contrary, because the Plat has been recorded prior to the construction of the Units, Declarant reserves the right to unilaterally amend the Plat at any time and from time to time by Declarant if such amendment is necessary to make technical corrections, to satisfy the requirements of Summit County or any other governmental authority, to correct mistakes, remove/clarify ambiguities or to accurately reflect the "as-built" Units on the Plat.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

22.1 Intent and Purpose. The provisions of this Declaration, and any supplemental or amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision, restriction, covenant or condition contained in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

22.2 Construction. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Act and all other provisions of law. Whenever used herein, unless the context shall otherwise require, 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 genders. The article and section headings set forth herein are for convenience and reference only and are not intended to expand, limit or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed independent and several, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof. To the extent of any inconsistency, the provisions of the Declaration shall control over the Articles of Incorporation of the Association and said Articles shall control over the Bylaws of the Association.

22.3 Notices and Registration of Mailing Address. Each Owner shall register from time to time with the Association his current mailing address. All notices, demands and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first-class U.S. Mail, postage prepaid, addressed to the Owner at his registered mailing address or, if no address has been registered, to the tax notice address of such Owner. All notices, demands and other communications to the Association as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first-class U.S. Mail, postage prepaid, addressed to the Association at its offices or to such other address as the Association may hereinafter specify to the Owners in writing. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when personally served or when deposited in the U.S. Mail, postage prepaid, and in the form provided for in this Section, as the case may be.

22.4 Audit. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association. The Association, at the expense of the Common Expense Fund, may obtain an audit, by certified public accountants, of all books and

records pertaining to the Project at no greater than annual intervals and copies thereof shall be furnished to the Owners.

22.5 Registered Agent. The name and address of the Association's initial registered agent for service of process is Gary Crandall 2187 Monitor Dr. Park City 84060.

22.6 Effective Date. This Declaration shall take effect upon recording.

22.7 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person in or upon the Project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the Project or the drains, pipes, conduits, appliances or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any Assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules or order of any governmental authority.

22.8 Owner's Obligations. All obligations of an Owner, under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that (s)he may be leasing, renting or selling under contract his/her Unit. The Owner of a Unit within the Project shall have no obligation for expenses or other obligations accruing after (s)he conveys such Unit.

22.9 Incorporation of Recitals and Exhibits. The Recitals set forth at the beginning of this Declaration and all Exhibits attached hereto are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written,

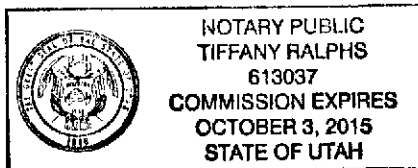
NEWPARK TERRACE, LLC,
a Utah limited liability company

By: [Signature]
Name: Gary Crandall
Its: Managing Member

HARMONY HEALTH, LLC,
a Nevada limited liability company

By: [Signature]
Name: Gary Crandall
Its: Managing Member

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)



The foregoing instrument was acknowledged before me this 31 day of January, 2014 by Gary Crandall, the Managing Member of NEWPARK TERRACE, LLC, a Utah limited liability company.

The foregoing instrument was acknowledged before me this 31 day of January, 2014 by Gary Crandall, the Managing Member of HARMONY HEALTH, LLC, a Nevada limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: 222 Kirtland Rd.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL OF PARCEL R-1 OF NEWPARK TOWNCENTER RETAIL PLAT AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY NUMBER 824928 AND A PORTION OF PARCEL R-2 OF SAID NEWPARK TOWNCENTER RETAIL PLAT. A PARCEL OF LAND LOCATED IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE EXTENSION OF PARK LANE SOUTH, SAID POINT BEING SOUTH 89°47'32" EAST ALONG THE SECTION LINE 2665.60 FEET AND SOUTH 00°05'40" EAST 2200.56 FEET AND EAST 282.88 FEET FROM THE NORTHWEST SECTION CORNER OF SAID SECTION 19 (BASIS OF BEARING BEING SOUTH 89°47'32" EAST 5331.20 FEET BETWEEN SAID NORTHWEST CORNER AND THE NORTHEAST CORNER OF SAID SECTION 19), AND RUNNING THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE AND LINE EXTENDED AND THE WESTERLY RIGHT OF WAY LINE OF SAID PARK LANE SOUTH THE FOLLOWING FIVE COURSES: 1) EAST 71.85 FEET TO A POINT OF CURVATURE, 2) SOUTHEASTERLY ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44°59'37" A DISTANCE OF 29.85 FEET (CHORD BEARS SOUTH 67°30'00" EAST 29.08 FEET), 3) SOUTH 45°00'00" EAST 111.46 FEET TO A POINT OF CURVATURE, 4) SOUTHEASTERLY ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44°59'37" A DISTANCE OF 29.85 FEET (CHORD BEARS SOUTH 22°30'00" EAST 29.08 FEET), 5) SOUTH 470.61 FEET; THENCE WEST 188.76 FEET; THENCE NORTH 00°00'35" EAST 75.28 FEET TO A POINT ON THE WESTERLY LINE OF AN EXISTING BUILDING; THENCE NORTHERLY ALONG SAID WESTERLY LINE THE FOLLOWING NINETEEN COURSES: 1) NORTH 89°54'34" WEST 1.62 FEET, 2) NORTH 00°05'26" EAST 17.08 FEET, 3) SOUTH 89°54'34" EAST 1.60 FEET, 4) NORTH 00°00'35" EAST 7.59 FEET, 5) NORTH 89°54'34" WEST 1.45 FEET, 6) NORTH 00°05'26" EAST 27.73 FEET, 7) SOUTH 89°54'34" EAST 1.41 FEET, 8) NORTH 00°01'06" WEST 106.36 FEET, 9) NORTH 89°54'34" WEST 1.06 FEET, 10) NORTH 00°05'26" EAST 16.07 FEET, 11) SOUTH 89°54'34" EAST 1.09 FEET, 12) NORTH 00°00'35" EAST 26.35 FEET, 13) NORTH 89°54'07" WEST 1.54 FEET, 14) NORTH 00°05'26" EAST 45.72 FEET, 15) SOUTH 89°54'34" EAST 1.48 FEET, 16) NORTH 00°00'35" EAST 13.61 FEET, 17) NORTH 89°54'34" WEST 2.11 FEET, 18) NORTH 00°05'26" EAST 15.80 FEET, 19) SOUTH 89°54'34" EAST 2.09 FEET; THENCE NORTH 00°00'35" EAST 104.75 FEET TO POINT ON SAID WESTERLY LINE; THENCE NORTHERLY ALONG SAID WESTERLY LINE THE FOLLOWING TWENTY ONE COURSES: 1) NORTH 89°54'34" WEST 1.86 FEET, 2) NORTH 00°05'26" EAST 6.77 FEET, 3) NORTH 89°54'34" EAST 1.86 FEET, 4) NORTH 00°00'35" EAST 12.08 FEET, 5) NORTH 89°54'34" WEST 0.09 FEET, 6) NORTH 00°05'26" EAST 1.96 FEET, 7) NORTH 89°54'34" WEST 1.97 FEET, 8) NORTH 00°05'26" EAST 2.64 FEET, 9) NORTH 89°54'34" EAST 1.92 FEET, 10) NORTH 00°05'26" EAST 2.07 FEET, 11) NORTH 89°54'34" EAST 0.14 FEET, 12) NORTH 00°00'35" EAST 11.96 FEET, 13) NORTH 89°54'34" WEST 2.07 FEET, 14) NORTH 00°05'26" EAST 6.59 FEET, 15) NORTH 89°54'34" EAST 2.07 FEET, 16) NORTH 00°00'35" EAST 11.61 FEET, 17) NORTH 89°54'34" WEST 2.22 FEET, 18) NORTH 00°05'26" EAST 20.11 FEET, 19) NORTH 89°54'34" EAST 1.97 FEET, 20) NORTH 00°05'26" EAST 27.15 FEET, 21) NORTH 89°54'34" EAST ALONG SAID EXISTING BUILDING 0.15 FEET; THENCE NORTH 00°00'35" EAST 28.11 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

SCHEDULE OF UNITS, VOTES AND UNDIVIDED INTERESTS IN COMMON AREAS

Unit	Area	SF	Units	Votes	Undivided Interest
1	D	1,397	1	1	1.67%
2	A.2	1,205	1	1	1.67%
3	B.1	1,240	1	1	1.67%
4	A.1	1,219	1	1	1.67%
5	B	1,249	1	1	1.67%
6	B	1,249	1	1	1.67%
7	B	1,249	1	1	1.67%
8	A	1,228	1	1	1.67%
9	A	1,228	1	1	1.67%
10	A	1,228	1	1	1.67%
11	A	1,228	1	1	1.67%
12	C	1,602	1	1	1.67%
13	A	1,228	1	1	1.67%
14	B	1,249	1	1	1.67%
15	A	1,228	1	1	1.67%
16	B	1,249	1	1	1.67%
17	A	1,228	1	1	1.67%
18	A	1,228	1	1	1.67%
19	A	1,228	1	1	1.67%
20	B	1,249	1	1	1.67%
21	A	1,228	1	1	1.67%
22	B	1,249	1	1	1.67%
23	C	1,602	1	1	1.67%
24	B	1,249	1	1	1.67%
25	B	1,249	1	1	1.67%
26	B	1,249	1	1	1.67%
27	A	1,228	1	1	1.67%
28	A	1,228	1	1	1.67%
29	A	1,228	1	1	1.67%
30	B	1,249	1	1	1.67%
31	A.1	1,219	1	1	1.67%
32	B.1	1,240	1	1	1.67%
33	A.1	1,219	1	1	1.67%
34	A.1	1,219	1	1	1.67%
35	E	1,605	1	1	1.67%
36	F	1,482	1	1	1.67%

Line	Code	Value	Count	Percentage	Percentage
37	A	1,228	1	1	1.67%
38	B	1,249	1	1	1.67%
39	A	1,228	1	1	1.67%
40	B	1,249	1	1	1.67%
41	B	1,249	1	1	1.67%
42	A	1,228	1	1	1.67%
43	A	1,228	1	1	1.67%
44	A	1,228	1	1	1.67%
45	A	1,249	1	1	1.67%
46	B	1,249	1	1	1.67%
47	A	1,228	1	1	1.67%
48	B	1,249	1	1	1.67%
49	A	1,228	1	1	1.67%
50	B	1,249	1	1	1.67%
51	B	1,249	1	1	1.67%
52	A	1,228	1	1	1.67%
53	A	1,249	1	1	1.67%
54	A	1,249	1	1	1.67%
55	B	1,249	1	1	1.67%
56	B	1,249	1	1	1.67%
57	A	1,228	1	1	1.67%
58	B	1,249	1	1	1.67%
59	A	1,228	1	1	1.67%
60	G	1,658	1	1	1.67%

**May total slightly more or less than 100% due to rounding

100.00%

EXHIBIT C

BYLAWS

**BYLAWS
OF
NEWPARK TERRACE CONDOMINIUMS ASSOCIATION, INC.
(Exhibit C)**

The administration of NEWPARK TERRACE CONDOMINIUMS ASSOCIATION, INC, a Utah nonprofit corporation (the "Association") shall be governed by the Act, the Declaration, the Utah Revised Nonprofit Corporation Act (the "Nonprofit Corporation Act"), the Articles and these Bylaws. Terms that are capitalized in these Bylaws and which are not otherwise defined herein shall have the meaning set forth in the DECLARATION OF CONDOMINIUM OF NEWPARK TERRACE CONDOMINIUMS which has been or will be recorded in the Office of the Recorder of Summit County, Utah.

1. **Application of Bylaws.** All present and future Owners, Mortgagees, lessees and occupants of Units and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules made pursuant thereto and any amendments hereof. The acceptance of a deed or conveyance of a Unit or the occupancy of any Unit, shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, shall constitute an agreement, acceptance, ratification and compliance with the provisions of the Declaration, these Bylaws and any rules and regulations made pursuant hereto, as may be amended from time to time. Membership in the Association is appurtenant to each Unit and may not be separated or severed therefrom. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit shall automatically be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the appurtenant membership in the Association without the need of any separate transfer or assignment document.

2. **Board of Directors/Management Committee**

2.1 The management and maintenance of the Project and the duty to administer the affairs of the Association to fulfill the purposes of the Association shall be accomplished and conducted by the Board of Directors of the Association, who shall constitute the Management Committee, consisting of not less than three (3) nor more than seven (7) natural persons who shall be Owners, unless such persons are otherwise qualified, as provided in Section 2.15 hereof, or unless such persons are appointed by Declarant during the period of Declarant Control. The first Management Committee shall consist of the members of the Board of Directors designated as such in the Articles, and they shall serve until the first meeting of the members of the Association, at which time an election of all the members of the Management Committee shall be conducted.

2.2 The Declaration establishes a period of Declarant control of the Association, during which period Declarant shall have the sole authority to appoint and remove the officers and members of the Management Committee, such officers and members need not be Owners. The period of Declarant control shall terminate on the earlier of: (i) three (3) years after the first Unit is conveyed to an Owner; (ii) after Units to which three-fourths (3/4) of the undivided interest in the Common Areas appertain have been conveyed to Owners; or (iii) the surrender by Declarant of such right by written notice to the Management Committee. At the next annual meeting of the members of the Association after the termination of the period of Declarant control, the Owners shall elect a Management Committee of three (3) members. The members and officers of the Management Committee shall take office upon election. Thereafter, at every annual meeting, the Association shall elect the members of the Management Committee to fill those positions becoming vacant at such meeting. The Management Committee may, but shall not be obligated to, inquire of the Owners to identify those having an interest in serving on the Management Committee.

2.3 Voting for the Management Committee shall be by written ballot. At any meeting of the Association, each Owner, either in person or by proxy or by written ballot, shall be entitled to the number of votes set forth in the Declaration for each Unit owned. Cumulative voting shall not be allowed. In an election of multiple Directors/members of the Management Committee, the number of candidates equaling the number of Directors to be elected, having the highest number of votes cast in favor of their election, are elected to the Board of

Directors/Management Committee. When only one Director is being voted upon, the candidate having the highest number of votes cast in his/her favor is elected. The initial members of the Board of Directors/Management Committee shall be the following persons, and each shall hold the office indicated:

Gary Crandall	President/Secretary/Member
Ryan Crandall	First Vice President/Member
Matthew Crandall	Second Vice President/Treasurer/Member

2.4 Members of the Management Committee shall serve for terms of two (2) years beginning immediately upon their election by the Association; provided, however, that a majority of the members of the Management Committee elected at the first annual meeting following the termination of Declarant control shall serve for initial terms of one (1) year and the balance shall serve for initial terms of two (2) years. Thereafter, all members of the Management Committee elected shall serve for two-year terms. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the Management Committee who fails to attend three consecutive Management Committee meetings or fails to attend at least twenty five percent (25%) of the Management Committee meetings held during any fiscal year shall be deemed to have tendered his/her resignation, and upon acceptance by the Management Committee his/her position shall be vacant.

2.5 Any member of the Management Committee may resign at any time by giving written notice to the President of the Association or to the remaining Management Committee members. The sale of any such member's Unit or Units resulting in that member no longer owning a Unit in the Project shall constitute a resignation from the Management Committee. The Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Management Committee with or without cause, other than a member appointed by Declarant during the period of Declarant control. However, a Management Committee member elected solely by the votes of the Owners may only be removed prior to the expiration of his/her term of office by a vote of two-thirds of the Total Votes of the Association.

2.6 If vacancies occur in the Management Committee by reason of the death or resignation of a Management Committee member, the Management Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Management Committee members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee member by the Owners may be filled by election at the meeting at which such Management Committee member is removed or any subsequent regular or special meeting of the Association.

2.7 The members of the Management Committee shall receive no compensation for their services, unless expressly approved by the vote or written assent of a majority of Total Votes of the Association. Any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all members of the Management Committee not including the member to be employed.

2.8 The Management Committee, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws and the rules and regulations governing the Project. The Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective thirty (30) days after adoption by the Management Committee. The Management Committee shall have the powers, duties and responsibilities with respect to the Project as contained in the Act, the Nonprofit Corporation Act, the Declaration, the Articles and these Bylaws.

2.9 The meetings of the Management Committee shall be held at least once each calendar quarter at such times and places within the Project, or some other reasonable and suitable location in Summit County, Utah, unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Management Committee members, as the Management Committee shall determine. A majority of the Management Committee

shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall annually elect all of the officers of the Association. The election of officers shall be conducted at the first meeting of the Management Committee held subsequent to the annual meeting of the Association.

2.10 Notices of all regular Management Committee meetings shall be given in writing to each member of the Management Committee. Notice may be given by first-class mail, registered mail, electronic transmitted facsimile, email, or other form of wire or wireless communication not less than ten (10) days prior to the meeting. The foregoing notice requirements shall not apply to any member of the Management Committee who has signed a waiver of notice or a written consent to the holding of a meeting. Special meetings of the Management Committee must be preceded by two (2) days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting unless required by Utah law. The giving of notice of any meeting shall be governed by the rules set forth in Section 16-6a-103 of the Nonprofit Act.

2.11 Regular and special meetings of the Management Committee shall be open to all members of the Association; provided, however, that the Association members who are not on the Management Committee may not participate in any deliberation or discussion, unless expressly so authorized by the vote of a majority of a quorum of the Management Committee. The Management Committee may, with the approval of a majority of a quorum of its members, adjourn the meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. Management Committee members may participate in meetings by means of telephonic conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and by any other means permitted under Utah law. Such participation shall constitute presence in person at the meeting.

2.12 Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Management Committee members and such signed consents are filed with the records of the Association. Such written consent may be received by the Association by electronically transmitted facsimile or other form of wire or wireless communication. Such consent shall have the same force and effect as a unanimous vote.

2.13 The Association's fiscal year shall be determined by the Management Committee.

2.14 When a member of the Management Committee is sued for liability for actions undertaken in his/her role as a member of the Management Committee, the Association shall indemnify him/her for his/her losses or claims, and undertake all costs of defense, until and unless it is proven that (s)he acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victim of crimes occurring at the Project. Punitive damages may not be recovered against the Association.

2.15 An officer, employee, agent, manager, member or director of a corporate or limited liability company, Owner of a Unit, a trustee or designated beneficiary of a trust respecting a Unit held in trust, a partner of a partnership that owns a Unit, and a fiduciary of an estate that owns a Unit may be considered an Owner for the purpose of determining eligibility for membership of the Management Committee. In all events where the person serving or offering to serve as an officer or member of the Management Committee is not the record Owner, they shall file proof of authority in the records of the Association.

2.16 The Management Committee or the officers appointed thereby may delegate to the Common Areas Manager, or such other persons as it so determines, all of the duties and obligations of the Management Committee set forth herein and in the Declaration to the extent such duties and obligations are subject to delegation.

3. Meetings of the Association

3.1 The first meeting of the Association members shall be held within six (6) months after the closing of the sale of the first Unit sold in the Project. Thereafter, there shall be an annual meeting of the Association at a reasonable place in the Project or at a meeting place as close thereto as reasonably possible, and at a reasonable time as may be designated by written notice by the Management Committee. Notice may be given by first-class mail, registered mail, electronic transmitted facsimile, email, or other form of wire or wireless communication not less than ten (10) days prior to the meeting. Notice of the annual meeting shall specify the place, day and hour of the meeting and a brief statement of the matters on the agenda which the Management Committee intends to present or believes others will present for action by the Owners. The statement shall include the name, address and a brief biographical sketch, if available, of each person who will stand for election to the Management Committee.

3.2 Special meetings of the Association members may be called by the Declarant, the President, a majority of the Management Committee, or Owners representing at least twenty percent (20%) or more of the Total Votes of the Association and may be held at a reasonable place in the Project or at a meeting place as close thereto as reasonably possible, to consider matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice from the Declarant, the President, a majority of the Management Committee or by Owners representing at least twenty percent (20%) or more of the Total Votes of the Association, which shall be given by first-class mail, registered mail, electronic transmitted facsimile, email or other form of wire or wireless communication not less than ten (10) days prior to the date fixed for said meeting, to each Owner at such Owner's address as shown in the records of the Association or to any other mailing address designated in writing by the Owner. Such notice shall specify the place, day and hour of the meeting and a brief statement of the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budgetary changes and any proposal to remove an officer or member of the Management Committee.

3.3 Unless a greater presence is required by the Declaration to adopt the proposal in question, in which case such greater presence shall constitute a quorum, the majority of the Owners present (in person or by proxy) at any meeting of the Association held in response to notice to all Owners of record properly given shall constitute a quorum. At any special meeting of the Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. Action by the Owners on a matter other than the election of the members of the Board of Directors/Management Committee is approved if: (a) a quorum exists; (b) the votes cast by the Owners favoring the action exceed the votes cast by the Owners opposing the action; and (c) a greater number of affirmative votes is not required by the Nonprofit Corporation Act, by these Bylaws, or by the Declaration.

3.4 Any action that may be taken by the Owners at any annual or special meeting of the Association may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted in accordance with the requirements of Section 16-6a-707 of the Nonprofit Corporation Act. Notice must be given to those Owners who have not consented at least ten (10) days before the action takes effect.

3.5 Any action that may be taken by the Owners at any annual or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter in accordance with the requirements of Section 16-6a-709 of the Nonprofit Corporation Act. Approval by written ballot pursuant to this Section 3.5 shall be valid only when (a) the time by which all ballots must be received by the Association has passed so that a quorum can be determined; (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Unless a larger quorum is required pursuant to these Bylaws, or unless otherwise provided in the Nonprofit Corporation Act or by the Declaration, for purposes of taking action by written ballot, the number of votes cast by written ballot pursuant to this Section 3.5 constitute a quorum for action

on the matter. A written ballot delivered to every Owner entitled to vote on the matter or matters therein, as described in this Section 3.5, may also be used in connection with any annual or special meeting of the Owners, thereby allowing Owners the choice of either voting in person, by proxy or by written ballot delivered by an Owner to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Section 16-6a-709 of the Nonprofit Corporation Act and shall be counted equally with the votes of Owners in attendance at any meeting for every purpose, including satisfaction of the quorum requirement.

3.6 In the event that a Unit is owned by more than one Owner, then by the majority written agreement of all Owners after the initial conveyance of such Unit, one Owner shall be appointed as the designated owner for the Unit ("Designated Owner") for the purposes of voting on Association matters and for billing purposes. This Designated Owner may be changed at any time by delivering to the Management Committee or Common Areas Manager written notification of such change signed by all the Owners of the Unit. If more than one of the Owners of a Unit is present at a meeting of the Association, the vote allocated to that Unit may be cast only by the Designated Owner. In the event that a Unit is being sold pursuant to a contract for deed, "Owner" shall not mean the fee title owner of the Unit but shall mean, to the extent permitted by law, those purchasing an interest pursuant to a contract for deed who have given written notice of their purchase and a copy of their contract to the Association.

The right to vote by proxy or by ballot shall exist only where the instrument authorizing such proxy to act or the ballot shall have been executed by the Owner or by its attorney there unto duly authorized in writing. The instrument authorizing the proxy to act or the ballot shall be delivered at the beginning of the meeting to the secretary of the Association, or such other officer or person who may be acting as the secretary at the meeting. The secretary of the meeting shall enter a record of all such proxies and ballots in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Association. Actual notice includes the Association's receipt of one or more proxies signed by the same Owner. In such event, the proxy with the latest date shall be accepted. A proxy is void if it is not dated or purports to be revocable without notice. Proxies and ballots received by facsimile transmission are valid, if they meet all other requirements under this section. A written ballot may not be revoked.

3.7 Minutes of the annual and special meetings of the Association shall be distributed to each member within sixty (60) days after the meeting.

3.8 Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these Bylaws.

4. Officers

4.1 The officers of the Association shall be appointed by the Management Committee, and all officers and employees of the Association shall serve at the will of the Management Committee. The officers shall be a President, Secretary and Treasurer. The offices of Secretary and Treasurer may be combined in the discretion of the Management Committee. The Management Committee may appoint Vice Presidents and such other assistant officers as the Management Committee may deem necessary. No officer shall be required to be an Owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee and may be removed and replaced by the Management Committee. The Management Committee shall require that officers (and other employees of the Association) be subject to fidelity bond coverage.

4.2 The President shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. The President shall sign, and the Secretary shall "fitness on behalf of the Association, all conveyances, mortgages and contracts of material importance to its business. The President shall do and perform all acts which the Management Committee may require.

4.3 The First Vice President, if any, shall perform the functions of the President in his/her absence or inability to serve. The Second Vice President shall perform such duties in absence or invalidity of the President and First Vice President.

4.4 The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Management Committee.

4.5 The Treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of funds and the keeping of records to the Common Areas Manager. If there are no Vice Presidents and the President is absent or unable to serve, then the Treasurer shall perform the functions of the President.

4.6 Any officer may prepare, execute, certify, and record properly adopted amendments to the Declaration on behalf of the Association, following approval of such amendments pursuant to the terms of the Declaration and these Bylaws.

5. Common Expenses; Assessments

5.1 All Assessments shall be made and Common Expenses shall be paid in accordance with the Declaration.

5.2 No Owner shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of any of the Project or by abandonment of his/her Unit.

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

5.4 All Assessments shall be a separate, distinct and personal liability of the Owners at the time each Assessment is made. The Management Committee shall have the rights and remedies contained in the Act, the Declaration and applicable law, to enforce the collection of Assessments.

5.5 Any person who shall have entered into a written agreement to purchase a Unit, by written request directed to the Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Assessment and the amount of unpaid Assessments charged against such Unit and its Owner(s), and if such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid Assessments shown thereon, provided that the former Owner shall remain so liable for the excess. Any such excess which cannot be promptly collected from the former Owner shall be reassessed by the Management Committee as a Common Expense to be collected from all Owners, including without limitation, the purchaser of such Unit, his/her successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Management Committee for which the assessment is made relate in whole or in part to any period prior to that date. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.6 In addition to the statements issuable to purchasers, the Management Committee shall, upon ten (10) days prior written request therefor, provide to any Owner, to any person who shall have entered into a binding agreement to purchase a Unit, and to any Mortgagee, on request at reasonable intervals, a current statement of unpaid assessments for Common Expenses with respect to a Unit. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.7 In all cases where all or part of any assessments for Common Expenses and capital contributions and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefor under the Declaration or these Bylaws, the Management Committee shall reassess the same as a Common Expense without prejudice to its rights of collection against such persons or entities, or without prejudice to its lien for such assessments.

6. Litigation

6.1 If any action, including mediation and arbitration, is brought by or against a member of the Management Committee on behalf of the Association, the expenses of suit, including reasonable attorneys' fees and costs, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Management Committee or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees and costs, shall be a Common Expense. If any action is brought against one or more, but less than all, Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

6.2 Except as otherwise provided by the Act, any action brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Management Committee and shall be defended by the Management Committee, and the Owners and Mortgagees shall have no right to participate in such defense other than through the Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Management Committee, and shall be defended by such Owners.

7. Abatement and Enjoinment of Violations by Owners

7.1 The violation of any rules or regulations adopted by the Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws;

7.1.1 To enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass; and/or

7.1.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7.2 These remedies are cumulative to other remedies provided in the Declaration and these Bylaws, the Act or in any other applicable laws.

8. Records and Accounting

8.1 The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

8.2 A budget for each fiscal year consisting of at least the following information shall be adopted by the Management Committee and distributed to all members of the Association not less than forty-five (45) days and not more than sixty (60) days prior to the beginning of the fiscal year to which the budget applies:

8.2.1 Estimated revenue and expenses on an accrual basis.

8.2.2 The amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Areas of the Project and for contingencies.

8.2.3 An itemized estimate of the current replacement costs of, and the estimated remaining life of, and the methods of funding to defray the costs of future repair, replacement or additions to the major components of the Common Areas for which the Association is responsible.

8.2.4 A general statement setting forth the procedures used by the Management Committee in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Areas for which the Association is responsible.

8.3 Unless the Association, by a majority of the Total Votes of the Association at the meeting of the Association held after distribution of the proposed budget, rejects the budget, the budget shall be deemed ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Management Committee.

8.4 The Management Committee shall distribute to the Owners an annual report, consisting of the following, within one hundred twenty (120) days after the close of each fiscal year:

8.4.1 A balance sheet as of the end of the fiscal year.

8.4.2 An operating (income) statement for the fiscal year.

8.4.3 A statement of changes in financial position for the fiscal year.

8.4.4 Any other disclosures required by applicable state law.

8.5 The Management Committee (or the Common Areas Manager, if so delegated by the Management Committee) shall do the following not less frequently than twice a year:

8.5.1 Cause a current reconciliation of the Association's operating accounts to be made and review the same.

8.5.2 Cause a current reconciliation of the Association's reserve account to be made and review the same.

8.5.3 Review the current year's actual reserve revenues and expenses compared to the current year's budget.

8.5.4 Review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts.

8.5.5 Review an income and expense statement for the Association's operating and reserve accounts.

8.6 A copy of the Declaration, the Articles, these Bylaws, the rules and regulations adopted by the Management Committee, the membership register, including mailing addresses and telephone numbers of members who have approved of their personal contact information being made available, books of account and minutes of meetings of the Association, of the Management Committee and of committees of the Management Committee and all other records of the Project maintained by the Association, Common Areas Manager, or managing company (other than privileged or confidential information) shall be made available for inspection and copying by any member of the Association or his/her duly appointed representative, including a First Mortgagee, at any reasonable time and for a purpose reasonably related to his/her interest as an Owner, at the office where the records are maintained. Additionally, at the request of a First Mortgagee, and upon payment of the cost thereof, the Management Committee shall prepare and furnish such Mortgagee, within a reasonable time, an audited financial statement of the

Association for the immediately preceding fiscal year. Upon receipt of an authenticated written request from an Owner along with the fee prescribed by the Management Committee to defray the costs of reproduction, the Common Areas Manager or other custodian of records of the Association shall prepare and transmit to the Owner a copy of any and all records requested. The Association may, as a condition to permitting an Owner to inspect the membership register or to its furnishing information from the register, require that the Owner agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Owner's interest in the Association. The Management Committee shall establish reasonable rules with respect to:

8.6.1 Notice to be given to the custodian of the records, in accordance with Utah law, by the Owner desiring to make the inspection or obtain copies:

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

8.6.3 Payment of the cost of reproducing copies of documents requested by an Owner.

Every member of the Management Committee shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Association to require that the Management Committee member agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purpose not reasonably related to the business of the Association and the Management Committee member's interest in the Association.

9. **Special Committees.** The Management Committee by resolution may designate one or more special committees, each committee to consist of two (2) or more of the members of the Management Committee, which to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. All special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee or the President. The Management Committee or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

10. **Rental or Lease of Units by Owners.**

10.1 Any Owner who rents or leases or otherwise permits any other person to utilize his/her Unit shall be responsible for the conduct of his/her tenants or occupants, and upon written notice from the Management Committee or the Common Areas Manager, said Owner shall be responsible for correcting violations of the Declaration, Bylaws or rules and regulations committed by such tenants or occupants.

10.2 If an Owner fails to correct violations by tenants within the time stated within the written notice, the Management Committee or Common Areas Manager shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to, fees and costs paid to third parties to be assessed to the Owner and payable within thirty (30) days of assessment. Such costs shall be collected and enforced in the same manner as Common Expenses under the Declaration.

10.3 The power of the Management Committee or Common Areas Manager hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing or otherwise permitting any other person to utilize such Owner's Unit shall be deemed to have consented to these procedures and shall indemnify and save harmless the Management Committee and the Common Areas Manager from and against any and all liability therefor. It is expressly understood that

the remedies available to the Management Committee or Common Areas Manager shall include, but not be limited to, the right to seek eviction of the tenant without any liability to the Owner.

11. **Amendment of Bylaws.** Except as otherwise provided in the Act, the Declaration, these Bylaws or applicable law, these Bylaws may be amended by the vote or written consent of Owners holding a majority of the Total Votes of the Association. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the Owners, and the amendment shall be effective upon recording a copy of the amendment in the Office of the Recorder of Summit County, Utah. Notwithstanding anything to the contrary contained or implied herein, Declarant, during the period of Declarant control, reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then existing statutes, regulations or other requirements of the Utah Department of Commerce - Real Estate Division, or any other federal, state or local regulatory authority affecting the Project.


12. **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of anyone provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

14. **Effective Date.** These Bylaws shall take effect upon adoption by the Management Committee.

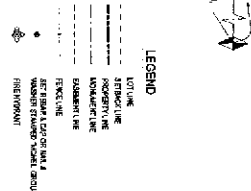
15. **Waiver.** The failure of the Management Committee to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of these Bylaws shall be deemed to have been waived unless such waiver is in writing and signed by the Management Committee.

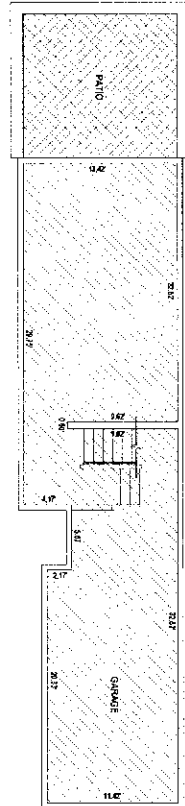
Adopted this 3 day of March 2014.



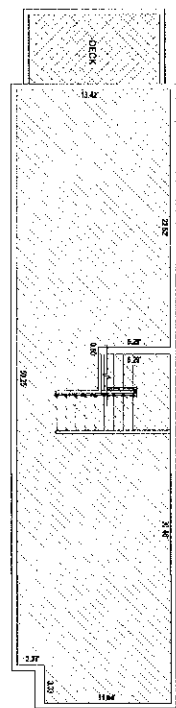
Gary Crandall, President

**EXHIBIT D
PLAT**

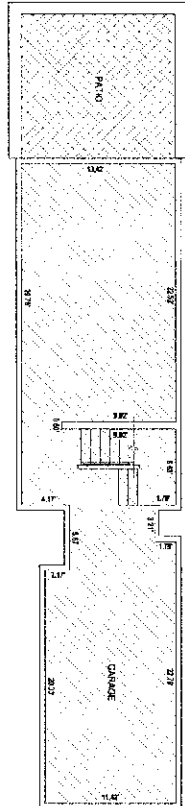




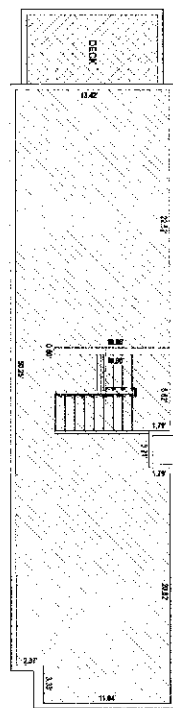
UNIT A1
(UNITS 8, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57)
(FIRST FLOOR)



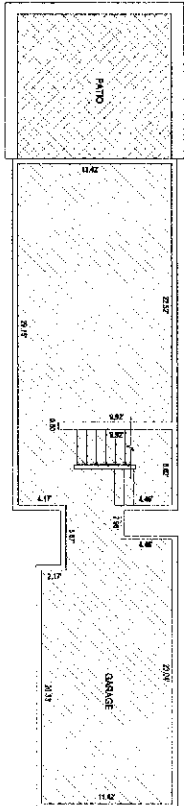
UNIT A1
(UNITS 8, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57)
(SECOND FLOOR)



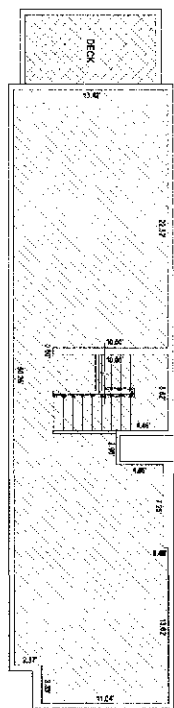
UNIT A2
(UNITS 6, 31, 32, 33, 34)
(FIRST FLOOR)



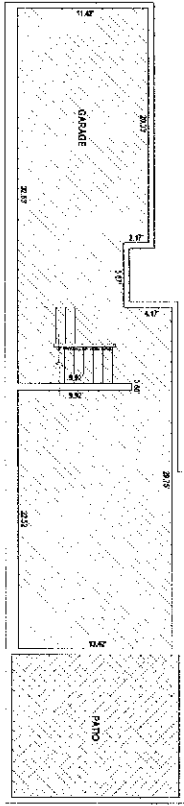
UNIT A2
(UNITS 6, 31, 32, 33, 34)
(SECOND FLOOR)



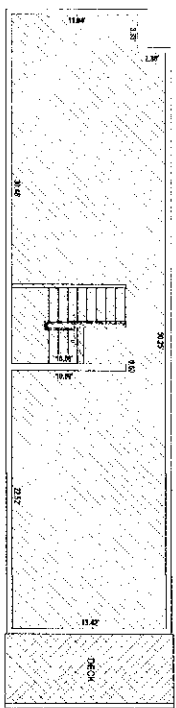
UNIT A3
(UNIT 5)
(FIRST FLOOR)



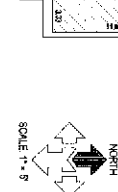
UNIT A3
(UNIT 5)
(SECOND FLOOR)



UNIT A4
(UNIT 4)
(FIRST FLOOR)



UNIT A4
(UNIT 4)
(SECOND FLOOR)



- LEGEND**
- COMMON AREA
 - PRIVATE COMMON
 - PRIVATE OWNER'S
 - DISCOUNT EQUIPMENT FOR RENT
 - SHOW TO RENT (SEE PLAN)

RECORDED

DATE: _____

BY: _____

FOR: _____

RECORDED AND FILED AT THE CLERK OF

CLERK OF SUMMIT COUNTY

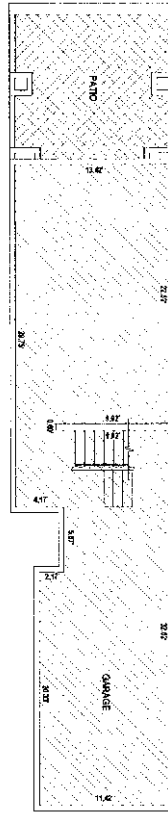
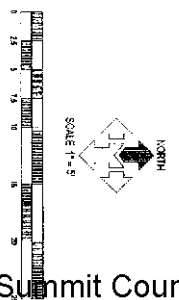
PREPARED BY:

McNEIL ENGINEERING

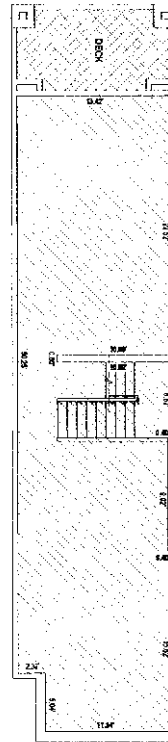
1000 N. 10TH STREET, SUITE 100, DENVER, CO 80202

TEL: 303.733.1111 FAX: 303.733.1112

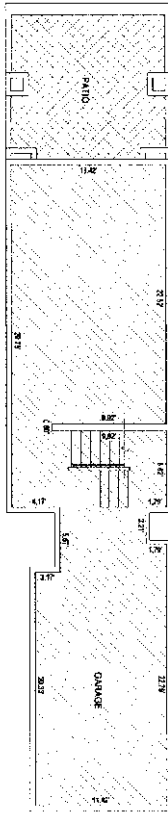
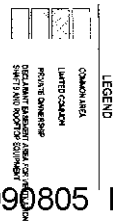
WWW.MCNEILENGINEERING.COM



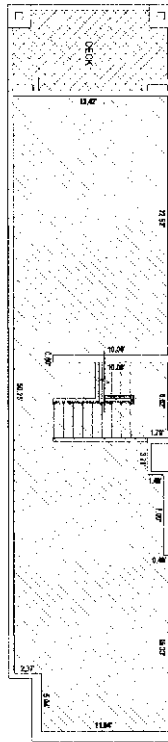
UNIT B
 UNITS 6, 7, 14 (6, 20, 22, 26, 28, 30, 32, 34, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60)
 670 SQ. FT.
 FIRST FLOOR



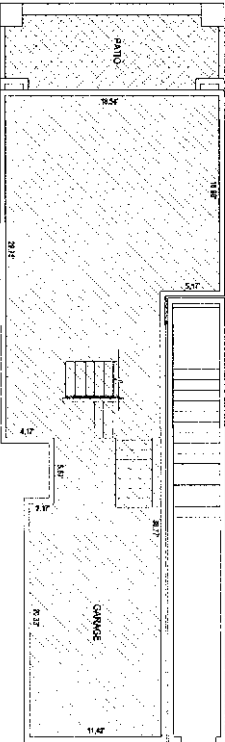
UNIT B
 UNITS 6, 7, 14 (6, 20, 22, 26, 28, 30, 32, 34, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60)
 720 SQ. FT.
 SECOND FLOOR



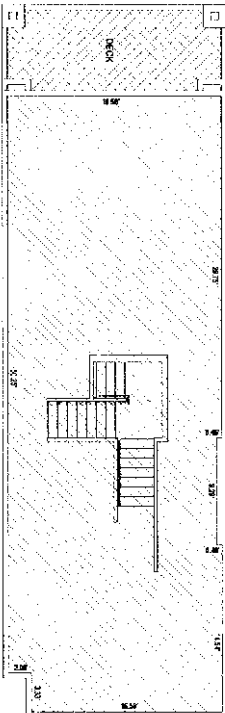
UNIT B-1
 UNITS 3, 5, 27
 670 SQ. FT.
 FIRST FLOOR



UNIT B-1
 UNITS 3, 5, 27
 719 SQ. FT.
 SECOND FLOOR



UNIT C
 UNITS 1, 2, 28
 771 SQ. FT.
 FIRST FLOOR



UNIT C
 UNITS 1, 2, 28
 866 SQ. FT.
 SECOND FLOOR

SHEET 5 OF 8

RECORDED

DATE: _____

BY: _____

RECORDED AND FILED IN THE OFFICE OF

CLERK, SUMMIT COUNTY, COLORADO

RECORD OF SURVEY MAP

NEW PARK TERRACE

A UNIT CONDOMINIUM PROJECT

AMENDING NEWARK CONDOMINIUM RETAIL PLAT

CONVEYING SOUTH SWEET EXISTING LUTHERAN CHURCH

SUMMIT COUNTY, COLORADO

PREPARED BY

MCNEIL ENGINEERING

REGISTERED PROFESSIONAL ENGINEER

1000 N. 10TH STREET, SUITE 200, DENVER, CO 80202

TEL: 303.733.1111 FAX: 303.733.1112

WWW.MCNEIL-ENGINEERING.COM

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