

DECLARATION OF CONDOMINIUM

OF

WILLOW RUN RESORT PHASE 1

RECEIVED BY THE DEVELOPER
DATE 3/10/77
TIME 11:50 AM
EBS JAN 19 PM 11:00
27/6/77
RECEIVED BY THE DEVELOPER
DATE 3/10/77
TIME 11:50 AM
EBS JAN 19 PM 11:00
27/6/77
RECEIVED BY THE DEVELOPER
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27/6/77

GALLAGHER, DRAKE & WHITFALL
ATTORNEYS AND COUNSELLORS AT LAW

WILLOW/5

DECLARATION OF CONDOMINIUM

OF

1277617

WILLOW RUN RESORT PHASE I

THIS DECLARATION, containing covenants, conditions and restrictions relating to the Willow Run Resort Phase I is made on the date set forth at the end hereby by Willow Run Development, Inc., a Utah Corporation, hereinafter called "Declarant," for itself, its successors, grantees and assigns, pursuant to the Condominium Ownership Act of the State of Utah.

RECITALS

I

Declarant is the owner of certain land located in Washington County, Utah, hereinafter referred to as the "land" and more particularly described at Exhibit A of this Declaration which is attached hereto and made a part hereof.

II

Declarant has constructed or will construct thereon certain buildings and improvements in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith, prepared and certified by John A. Call, a Utah Registered Land Surveyor.

III

Declarant desires by filing this Declaration and the Record of Survey Map to submit the above-described real property and the said buildings and other improvements being constructed or to be constructed thereon to the provisions of the Utah Condominium Ownership Act as a project known as the Willow Run Resort Phase I.

IV

Declarant desires and intends to sell fee title to the individual Units contained in said project, together with undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations, and restrictions contained herein.

V

Declarant desires and intends to develop the above project consisting of 18 units and Common Areas in Phase I (subject to addition as provided hereinafter).

VI

Declarant desires to provide for the preservation and enhancement of the property values and amenities of the Property and for maintenance of the Common Areas. To this end and for the

277607

benefit of the Property and the Owners thereof, the Declarant desires to subject the Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which are for the benefit of the Property and each Owner thereof.

DECLARATION

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Name of the Project: The name by which the Project shall be known is the Willow Run Resort Phase I.

2. Definitions: The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this section 2 unless the context otherwise requires.

(a) The words "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, Section 57-8-1, et. seq., as the same may be amended from time to time.

(b) The words "Association of Unit Owners" or "Association" shall mean and refer to the Willow Run Resort Owners Association, a Utah non-profit corporation, of which all of the Unit Owners are members. A copy of the Articles are attached hereto as Exhibit B. The Association shall be governed in accordance with the Articles, Declaration and By-Laws.

(c) The words "Common Areas and Facilities" shall mean and refer to:

(1) The land described in Exhibit "A" hereto.
(2) That portion of the Property not specifically included in the respective Units as herein defined:

(3) All foundations, columns, girders, beams, supports, mainwalls, roofs, stairways, exterior walkways, streets, such recreational areas and facilities as may be provided, yards, fences, service and parking areas and entrances and exits, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;

(4) Those areas specifically set forth and designated in the Map as "Common Ownership" or "Limited Common Area"; and

(5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

(d) The words "Common Expenses" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities, except as expressly limited; to all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules and regulations pertaining to the Project as the Association of Unit Owners

or the Management Committee may from time to time adopt, and such other determinations and agreements lawfully made and/or entered into by the Management Committee.

(e) The word "Condominium" shall mean and refer to the ownership of a single Unit in this Project together with an undivided interest in the Common Areas and Facilities of the Property.

(f) The words "Condominium Project" or sometimes the "Project" shall mean and refer to the entire Property, including the addition of future phases as defined below, together with all rights, obligations and organizations established by this Declaration.

(g) The word "Declarant" shall mean Willow Run Development, Inc., a Utah Corporation, which has made and executed this Declaration, and/or its successor which, by either operation of law or through a voluntary conveyance, transfer or assignment, comes to stand in the same relation to the Project as did its predecessor.

(h) The word "Declaration" shall mean this instrument by which the Willow Run Resort Phase I is established as a Condominium Project.

(i) The words "Limited Common Areas and Facilities" or "Limited Common Areas" shall mean and refer to those Common Areas and Facilities designated herein or on the Map as reserved for use of a certain Unit to the exclusion of the other Units including the driveways, garages, parking stalls, patios, decks, and/or balconies which lead to and/or are associated with certain Units.

(j) The words "Management Committee" or "Committee" shall mean and refer to the committee as provided in the Declaration and the By-Laws hereto attached as Exhibit C (which By-Laws are hereby incorporated by reference and made a part of this Declaration). Said Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

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

(l) The word "Map" shall mean and refer to the Record of Survey Map of the Willow Run Resort Phase I recorded concurrently herewith by Declarant.

(m) The word "Mortgage" shall mean and include both a first mortgage on any Unit and a first deed of trust on any Unit.

(n) The word "Mortgagee" shall mean and include both the mortgagee under a first mortgage on any Unit and the beneficiary under a first deed of trust on any Unit.

(o) The word "Phase" shall mean and refer to each separate step in development of the property which is initiated through the submission of a tract to the terms of the Act. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations, and legal relationships which come into existence in conjunction with the submission of any single tract. The submission which is effected by this Declaration, the rights and obligations which are created by this Declaration, and

the improvements described in the Map which have been or will be constructed, together constitute a Phase, to-wit: Phase I. of the Willow Run Resort Project.

(p) The word "Property" shall mean and include the land, the building, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith. The legal description of the property is set forth at Exhibit "A" hereto. The Property is subject to increase in subsequent Phases.

(q) The word "Unit" shall mean and refer to one of the Condominium Units designated as a Unit on the Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, fireplace (except beyond where the flue exits the interior dimension of the Unit), electrical receptacle and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, among other things, and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members of any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

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

(s) The words "Unit Owner" or "Owner" shall mean the person or persons owning a Unit of the Willow Run Resort Phase I in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Washington County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(t) Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

3. Submission to Condominium Ownership. Declarant hereby submits the above-described Property, tract of land, buildings constructed, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention

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of Declarant that the provisions of the Act shall apply to the Property.

4. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project shall be enforceable equitable servitudes which shall run with the land and this Declaration and its servitudes shall be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

5. Description of Property.

(a) Description of Land. The land is that tract or parcel in Washington County, Utah, more particularly described in Exhibit A hereto.

(b) Description of Improvements. The significant improvements contained or to be contained in the Project include those described in this paragraph (b). Phase I of this project includes one building with 14 attached condominium units (5 ground-level units and 9 second-story units), and one building with 8 attached condominium units (4 ground-level units and 4 second-story units), with the attached units separated by shared walls or floors. The units are of wood frame construction with stone exteriors and tile roofs, together with common areas consisting of landscaped areas, parking areas and paved private roads. Certain amenities are also part of the Phase I project.

The undivided interest of ownership of each condominium owner is subject to change if additional Phases are added as more fully set forth and described in the Declaration.

(c) Description and Legal Status of Units. The Map and/or Exhibit B hereto shows the Unit Number of each Unit, its location, shows limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, shall be capable of being independently owned, encumbered and conveyed. The boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, basement ceiling, all window panes, doors, window frames and door frames and trim. Each Unit shall include both the portions of the building that are not common areas and facilities within such boundary lines and the space so encompassed. 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 pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit and servicing only that unit. The actual physical boundaries of a Unit constructed or reconstructed substantially in accordance with the Map and original plans shall be conclusively presumed to be its boundaries rather than the description expressed in the deed or plans, regardless of minor variance due to construction error, settling, and/or lateral movement.

(d) Common Areas and Facilities. Except as otherwise

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provided in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:

- (1) All structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;
- (2) Parking areas (not designated as Limited Common Area), lawns, shrubs, and gardens, and recreational areas;
- (3) Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;
- (4) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;
- (5) All repairs and replacements of any of the foregoing.

(e) Description of Limited Common Areas and Facilities.
Each owner of a unit is hereby granted an irrevocable and exclusive license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit. The limited common areas appurtenant to any given unit shall consist of driveways and patio areas as are delineated on the map. The association shall have the right to maintain limited common areas not properly maintained by unit owners and specially assess the cost thereof to such owner. The exclusive right to use and occupy each limited common area shall be appurtenant to and shall pass with the title to the unit with which it is associated with respect to Phase I of the project.

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

RESERVING UNTO DECLARANT, however, such easements and rights of

ingress and egress over, across, through, and under the above-described land and any improvements now or hereafter constructed thereon and may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete each of the Living Units and all of the other improvements as Declarant deems to be appropriate, and to do all things reasonably necessary or proper in connection therewith; (ii) To construct and complete on the Phase II Land or any portion thereof such improvements as Declarant or said assignee or successor shall determine to build in its sole discretion; (iii) To improve portions of the Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above described land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire five (5) years after the last supplementary Declaration is filed for record in the Office of the County Recorder of Washington County, Utah.

(g) Completion. The following procedures shall be followed to enforce any bonded obligation or other form of financial assurance ("Bond") to complete General and/or Common Area Improvements:

(1) Management Committee Consideration. The Management Committee shall consider and vote on the question of action by the Association to enforce the obligations under any Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond, or within thirty (30) days after any written extension of a completion date from the Association. For this purpose Notice of Completion shall refer to a notice to be supplied by the Declarant that the improvements are completed. The Planned Construction Statement shall refer to the building plan, by phase, that is appended to the Bond and, if applicable, filed with any regulatory body requiring the same.

(2) Member Consideration. A special meeting of Members shall be held to vote on overriding a decision by the Management Committee not to initiate action to enforce the obligations under any Bond, or on the failure of the Management Committee to thirty-five (35) days nor more than forty-five (45) days after receipt by the Management Committee of a petition for such meeting signed by Members representing at least five percent (5%) of the total votes of the Association.

(3) Member Vote. The affirmative vote of a majority of the votes held by Members other than Developer, to take action to enforce the obligations under the Bond, shall be deemed to be the

277007

Decision of the Association. The Management Committee shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

(f) Description of Limited Common Areas and Facilities. Each owner of a unit is hereby granted an irrevocable and exclusive license to use and occupy the limited common areas and facilities reserved exclusively for the use of their unit. The limited common areas appurtenant to any given unit shall consist of a garage and all balconies which are adjacent to, contiguous with and open into the unit, including those designated on the map. The exclusive right to use and occupy each limited common area shall be appurtenant to and shall pass with the title to the unit with which it is associated.

6. Alterations. For the six (6) years following the recordation hereof, and for six years following the recordation of any expansion the Declarant reserves the right to change the interior design and interior arrangement of any Unit and to alter the boundaries between Units, so long as the Declarant owns the Units so altered. Any such change shall be reflected by an amendment of this Declaration and of the Map which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in Section 17 of this Declaration. Such change may increase the number of Units and alter the boundaries of the Common Areas and Facilities. If the boundaries between Units are altered or the number of Units increased, in the amendment related thereto the Declarant shall reapportion the percentage of ownership in the Common Areas and Facilities which are allocated to the altered Units on the basis of the number of units.

7. Statement of Purpose and Restriction on Use.

(a) Purpose. The purpose of the Project is to provide residential housing and parking space for Unit Owners and to tenants and guests, all in accordance with the provisions of the Act.

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

(1) Each of the Units shall be occupied by the Unit Owner, his family, servants or guests as a private residence or a recreational condominium and for no other purpose, except for rights of ingress and egress and rights to parking reserved to Declarant. Each driveway and parking area shall be used by the Unit Owners, their families, servants or guests for the parking or storage of motor vehicles or such other items as the Management Committee may approve and for no other purpose. No driveway or parking area shall be used for parking of vacation vehicles, trailers, mobile homes, boats, or campers that have been detached from trucks unless otherwise allowed by the Rules and Regulations adopted by the Management Committee.

(2) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancel-

2875-11
AMENDMENT TO DECLARATION
OF
CONDOMINIUM

Pursuant to its rights as Declarant, WILLOW RUN DEVELOPMENT, INC. hereby amends the Declaration of Condominium of Willow Run Resort Phase I dated May 20, 1985, Recorded June 19, 1985, as Entry No. 277607 in Book 180, pages 74-108 of the Official Washington County Records as amended (the "Declaration"). The following changes are hereby made pursuant to Declarant's rights under Paragraph 25(n) of the Declaration of Condominium:

1. Paragraph 35a, Declarant's Option to Expand contains the following quoted phrase "...the right to expand the project for a period of seven (7) years according to the Declaration." The said phrase is hereby amended to correct a certain typographical error to read as follows: "The right to expand the project for a period of seven (7) years following the recording of the Declaration", it being the intention of the Declarant that the right to expand shall be for a period of seven years following recordation of the Declaration which phrase was omitted by typographical error in the original Declaration.

2. The Declaration is further amended to provide that the reserve fund for maintenance, repairs, and replacements of the common elements found at Paragraph 20(e) on page 25 is to worded as a mandatory requirement. Accordingly where the word "may" appears in Paragraph 20(e) on page 25 of the Declaration it shall be changed to the word "shall." This change is made to conform with the

requirements of the secondary market and such amendment is allowed and made by Declarant under Paragraph 36(c)(iv) of the Declaration.

3. The legal description of the property affected by this amendment is as follows:

All of Willow Run Resort Phase 1 according to the Record of Survey Map and Declaration of Condominium on file in the Office of the Washington County Recorder, as amended and supplemented.

This Amendment shall also apply to future expansions to the project as allowed by the Declaration.

DATED this 15th day of January, 1986.

WILLOW RUN DEVELOPMENT, INC.

By Robert J. Ferguson
President

STATE OF UTAH)
COUNTY OF WASHINGTON) ss.

On the 15th day of January, 1986, personally appeared before me Robert J. Ferguson, who being by me duly sworn did say that he is the President of WILLOW RUN DEVELOPMENT, INC., that the within and foregoing instrument was signed on behalf of said corporation and said person acknowledged to me that said corporation executed the same pursuant to authority granted by its Board of Directors.

Robert J. Ferguson
Notary Public

My Commission Expires:

2-15-90

Residing in:

500

SUPPLEMENTAL DECLARATION

WILLOW RUN RESORT

292096

PHASE II

WILLOW RUN DEVELOPMENT, INC., a Utah corporation, Declarant under that certain Declaration of Condominium of Willow Run Resort Condominiums, Phase I, filed of record on June 19, 1985, as Entry No. 277607, Book 380, Pages 14-135, of the Official Washington County Records, as amended under that certain Amendment to Declaration of Condominium dated January 15, 1986, recorded January 16, 1986 as Entry No. 287547, Book 399, Pages 799-899 of the Official Washington County Records, hereby exercises its rights and privileges under said Declaration as follows:

1. Declarant hereby annexes to Willow Run Resort Condominiums, Phase I, that certain property known as Willow Run Resort Condominiums, Phase II, which is the following described property located in the City of St. George, County of Washington, State of Utah, (said property being inclusive of land reserved for expansion in the Declaration):

See Exhibit A attached hereto.

2. Declarant further states that said addition contains a total of two architecturally compatible buildings to be known collectively as Building J for a total of 24 additional units as more particularly described on Exhibit B attached hereto, as more further particularly described on the Record of Survey Map of

292096

Willow Run Resort Condominiums, Phase II, filed concurrently herewith.

3. Declarant further amends the undivided interest of each unit in the common areas of the total Willow Run Resort Condominiums project (as allowed in such Declaration and under the Utah Condominium Act), from 1/18 to 1/42, 42 being the total platted units in the project to date. All units shall share in common expenses according to their undivided interests which is hereby amended, subject to the rights of Declarant as set forth in the Declaration. Declarant continues to reserve all rights to expand and such other rights as are conferred in the Declaration as amended.

4. The recordation of this Supplemental Declaration shall constitute and effectuate the annexation of the real property described at Exhibit A hereto to Phase I of the Project, making the Exhibit A property subject to the functions, powers, and jurisdiction of the Willow Run Resort Owners Association; hereafter all owners of units in said real property shall automatically be members of the Association, under the terms and conditions of the Declaration and Articles and Bylaws of said Association.

DATED this 8th day of April, 1986.

"Declarant"

WILLOW RUN DEVELOPMENT, INC.,
a Utah corporation

Kevin E. Eide
Kevin Eide, Vice President

(12)

K. S. Bentley, Jr.
K. S. Bentley, Jr., Secretary

STATE OF UTAH)
) ss
COUNTY OF WASHINGTON)

292026

On this 8 day of April, 1988, personally appeared before me Kevin Ince and K. S. Bentley, Jr., known to me to be the Vice President and Secretary, respectively, of Willow Run Development, Inc., a Utah corporation, who being by me duly sworn did say that they are the Vice President and Secretary, respectively, of said corporation, and that the foregoing instrument was signed by them on behalf of said corporation by authority of a Resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.



My Commission Expires

5-7-87

H. Lane Tait
Notary Public

Residing in:

St. George, Ut.

292006

EXHIBIT B

SCHEDULE OF UNIT NUMBERS, PARKING, AND UNDIVIDED INTERESTS

<u>Unit No.</u>	<u>Covered Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
<u>Building J</u>		
J101	X	1/42
J102	X	1/42
J103	J103	1/42
J104	J104	1/42
J105	J105	1/42
J106	X	1/42
J107	X	1/42
J108	J108	1/42
J109	J109	1/42
J110	J110	1/42
J111	J111	1/42
J112	J112	1/42
J201	J201	1/42
J202	J202	1/42
J203	J203	1/42
J204	J204	1/42
J205	J205	1/42
J206	J206	1/42
J207	J207	1/42
J208	J208	1/42
J209	J209	1/42
J210	J210	1/42
J211	J211	1/42
J212	J212	1/42

The covered parking stalls referred to above are a limited common area, and appurtenant to the units designated above, and need not be referred to in any unit deed.

The unit numbers and covered parking stall numbers listed above, correspond to the same unit numbers and covered parking stall numbers referred to on the Record of Survey Map.

X These units shall be assigned covered parking (see Record of

292186

Survey Map) by the Declarant. Upon assignment such spaces shall become limited Common Area appurtenant to the Unit.

The Declarant reserves unto itself the right to change parking assignments for any unit owned by itself, or with the permission of affected owners, to any other covered parking space. This shall be accomplished by the filing of a Supplemental Declaration indicating the change together with any necessary approval.

EXHIBIT A
LEGAL DESCRIPTION
WILLOW RUN RESORT CONDOMINIUMS
PHASE II

The following described property located in the City of St. George,
Washington County, State of Utah:

Beginning at a point in the Easterly right of way line
of Valley View Drive, said point being N 0°40'10" W
34.17 feet along the center section line and N 37°33' W
14.46 feet from the center section corner of Section 26,
Township 42 South Range 16 West, Salt Lake Base and
Meridian, and running thence N 32°27'E 172.05 feet along
said Valley View Drive to the Westerly line of Willow
Run Resort Condominiums, Phase I, thence along said
Westerly line as follows: S 37°33'E 74.50 feet, to a
point of a 16.00 foot radius curve to the right, the
radius point of which bears S 57°33'E, thence South
Easterly 25.13 feet along the arc of said curve to the
point of tangency, thence S 57°33' E 149.65 feet thence
S 10°45'09"E 11.50 feet, thence S 44°36'48"E 4.13 feet,
thence leaving said Phase I line S 32°27'W 172.25 feet,
thence N 57°33'W 254.00 feet to the point of beginning.

Containing: 1.066 acres.

RECEIVED - JUNE 21, 1962
FILED - JUNE 21, 1962
ST. GEORGE, UTAH
COUNTY CLERK
BY _____

[illegible]

1. Paragraph 20(b) found on Page 14 of the original Declaration is hereby amended to eliminate the following phrase from

306316

Paragraph 10(b): "except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Units including the Unit in which the Mortgagee is interested)".

The foregoing Amendment to Declaration of Condominiums shall apply to all of Willow Run Resort Phase I, together with such additional phases as are hereinafter as allowed by the Declaration.

AMENDMENT TO RECORD OF SURVEY MAP

WILLOW RUN RESORTS CONDOMINIUMS, PHASE II

Willow Run Development, Inc., a Utah Corporation, and Willow Run Resort Owners Association, a Utah nonprofit corporation hereby exercises their rights and privileges under the said Declaration of Condominium to amend the Record of Survey Map of Willow Run Resort Condominiums to modify the parking arrangements and adjust the boundary of Phase II to become consistent with and accommodate design changes for the projective future Willow Run Condominiums, Phase III addition. Said amendment is made pursuant to the power granted to the Declarant under Paragraph 6 of the Declaration to make such alterations and pursuant to the power of the Association under Paragraphs 27 and 28 of the Declaration to effect an amendment by consent in lieu of vote. The changes are set forth in that certain Record of Survey Map of Willow Run Resort Condominiums, Phase II amended recorded concurrently herewith. The legal description of said Record of Survey Map is set forth as Exhibit "A" hereto.

There is no change in the undivided interest associated with

306316

these amendments. Accordingly the undivided ownership interest previously stated of record shall remain in effect until further supplemental Declarations or appropriate amendments are filed.

Declarant reserves all rights that it has under the Declaration to file Supplemental Declarations to make additions to the project as allowed in the Declaration of Condominium as supplemented and amended pursuant to resolution of the Board of said Association and consents of owners where received.

DATED this 20th day of NOVEMBER, 1986.

WILLOW RUN DEVELOPMENT, INC.

James E. Egan
President

Robert L. Egan
Secretary

WILLOW RUN RESORT OWNERS
ASSOCIATION, INC.

James E. Egan
President

Robert L. Egan
Secretary

STATE OF UTAH

COUNTY OF WASHINGTON

SS

On the 20th day of November, 1986, personally appeared before me James E. Egan and Robert L. Egan, who being by me duly sworn did say, each for himself, that they are the President and Secretary respectively of WILLOW RUN DEVELOPMENT, INC., and that the within and foregoing instrument was signed on behalf of said corporation and said persons acknowledged to me that said corporation executed the same.

My Commission Expires:

9-22-90

Robert L. Egan
Notary Public
Residing at:

St. George

743

WILLOW2/5



306316

STATE OF UTAH
COUNTY OF WASHINGTON

On the 20th day of November, 1985, personally appeared before me John R. B. B. B. and 115 B. B. B. B., who being by me duly sworn did say, each for himself, that they are the President and Secretary respectively of WILLOW RUN RESORT OWNERS ASSOCIATION, INC., and that the within and foregoing instrument was signed on behalf of said Association and said persons acknowledged to me that said Association executed the same.

My Commission Expires:

9-23-90

B. B. B. B. B.
Notary Public
Residing at:

St. George



744

WILLOW/5

७५

SURVEYOR'S CERTIFICATE

Exhibit "A"

745

35. KENNETH C. HANDELMAN, OF COLUMBIA, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER 00079. AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE RECORDED OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND E. . . . ON THIS AND DESCRIBED BELOW TO BE HEREBYING RECORDED:

"WILLOW RUN RESORT CONDOMINIUMS, PHASE 1E (ANNEXED)"

I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS SUFFICIENT TO ACCURATELY ESTABLISH THE HORIZONTAL AND VERTICAL BOUNDARIES OF EACH BUILDING AND UNIT CONTAINED ON THE BELOW DESCRIBED REAL PROPERTY, AND THAT THIS SURVEY AND RECORD OF SURVEY MAP HAS BEEN PREPARED PURSUANT TO THE UTAH CONDOMINIUM ACT.

BOUNDARY CONDITIONS

[illegible]

СОСТАВЛЯЮЩИЕ 1:116 АСЭУ-88

DATE: 10-10-2016

Kenneth C. Marshall
KENNETH C. MARSHALL / 215



BROS. ENGINEERING INC.
LAND SURVEYORS - LAND PLANNERS
WEST 165 N. 100 EAST SUITE 3
CH 84720 ST GEORGE, UTAH 84770
H) 556 9592 (501) 628 4700

SCALE:
1" = 20'

DRAWN BY:
LYNNETTE

DATE:
AUGUST 1986

CHECKED:
K.C.H.

SUPPLEMENTAL DECLARATION
WILLOW RUN RESORT CONDOMINIUMS
PHASE III

WILLOW RUN DEVELOPMENT, INC., a Utah corporation, Declarant under that certain Declaration of Condominium of Willow Run Resort Condominiums, Phase I, filed of record on June 19, 1985, as Entry No. 277607, Book 380, Pages 74-135, of the Official Washington County Records, as amended, under that certain Amendment to Declaration of Condominium dated January 15, 1986, recorded January 16, 1986 as Entry No. 287547, Book 399, Pages 799-899 of the Official Washington County Records, as amended by that certain Amendment to Declaration of Condominium and Record of Survey Map of Willow Run Resort Phases I and II, dated Nov. 20, 1986, recorded Dec. 10, 1986, as Entry No. 306116, Book 414, Pages 141 to 143 of the Official Washington County Records, hereby exercises its rights and privileges under said Declaration as amended and supplemented as follows:

1. Declarant hereby annexes to Willow Run Resort Condominiums, Phases I and II, that certain property known as Willow Run Resort Condominiums, Phase III, which is the following described property located in the City of St. George, County of Washington, State of Utah, (said property being inclusive of land reserved for expansion in the Declaration):

See Exhibit A attached hereto.

306329

2. Declarant further states that said addition contains a total of 5 architecturally compatible buildings to be known collectively as Building for a total of 11 additional units as more particularly described on Exhibit B attached hereto, as were further particularly described on the Record of Survey Map of Willow Run Resort Condominiums, Phase III, filed concurrently herewith.

3. Declarant further amends the undivided interest of each unit in the common areas of the total Willow Run Resort Condominiums project (as allowed in such Declaration and under the Utah Condominium Act), from 1/42 to 1/53, 53 being the total platted units in the project to date. All units shall share in common expenses according to their undivided interests which is hereby amended, subject to the rights of Declarant as set forth in the Declaration. Declarant continues to reserve all rights to expand and such other rights as are conferred in the Declaration as amended and supplemented.

4. The recordation of this Supplemental Declaration shall constitute and effectuate the annexation of the real property described at Exhibit A hereto to Phases I and II of the Project, making the Exhibit A property subject to the functions, powers, and jurisdiction of the Willow Run Resort Owners Association, Inc., a Utah nonprofit corporation; hereafter all owners of units in said real property shall automatically be members of the Association, under the terms and conditions of the Declaration and Articles and

306329

Bylaws of said Association.

DATED this 20th day of November, 1986.

"Declarant"

WILLOW RUN DEVELOPMENT, INC.,
a Utah corporation

[Signature]
President

[Signature]
Secretary

STATE OF UTAH)
) ss
COUNTY OF WASHINGTON

On this 20th day of November, 1986, personally appeared before me W. B. Smith and R. C. Bentley Jr., known to me to be the President and Secretary, respectively, of Willow Run Development, Inc., a Utah corporation, who being by me duly sworn did say that they are the President and Secretary respectively, of said corporation, and that the foregoing instrument was signed by them on behalf of said corporation by authority of a Resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.

Burinda L. Townsend
Notary Public

My Commission Expires:

9-22-90

Residing In:

St. George



306329

EXHIBIT "A"

SURVEYOR'S CERTIFICATE

I, KENNETH C. HARRISON, Sr. Geologist, Utah, do hereby certify that I am a registered Utah Land Surveyor, and that I hold Certificate of Professional License No. 11-7-80, as prescribed under the laws of the State of Utah. I further certify that by the authority of the Record Owners, I have made a survey of the tract of land shown on this and described below to be hereinafter known as:

"MILLION RUN RESORT CONDOMINIUMS, PHASE III"

I further certify that the information shown hereon is sufficient to accurately establish the horizontal and vertical boundaries of each building and unit contained on the below described real property, and that the survey and record of survey map has been prepared pursuant to the Utah Condominium Act.

BOUNDARY DESCRIPTION

Beginning at a point on the eastern right of way line of Valley View Drive, said point being 6' 0" 10' 8" 34.028 feet along the center section line and west 61.29 feet from the center section corner of Section 26, Township 42 South, Range 10 West, Salt Lake Base and Meridian and measuring thence S 32° 21' W 126.455 feet along said Valley View Drive, thence S 57° 38' E 272.50 feet, thence N 32° 27' E 128.05 feet, thence N 57° 35' W 111.5 feet, thence N 32° 27' E 83.35 feet, thence N 27° 35' W 48.4 feet to the western line of "MILLION RUN RESORT CONDOMINIUMS PHASE II" and along said Phase II, measured as follows: N 57° 35' W 141.30 feet, thence S 32° 27' W 109.40 feet, thence N 57° 38' E 72.50 feet to the point of beginning, containing 1.842 acres.

789



J.S. ENGINEERING INC.
 SURVEYORS - LAND PLANNERS
 185 N. 100 EAST SUITE 3
 ST GEORGE, UTAH 84770
 1720 (801) 628 4700
 3 8532

SCALE:
 1" = 20'
 DRAWN:
 LYNNETTE

DATE:
 October 1986
 CHECKED:
 K.C.H.

11-7-80
 Kenneth C. Harrison
 Registered Professional Engineer
 License No. 6517

CONSENT TO RECORDATION
OF
AMENDED RECORD OF SURVEY MAP OF WILLOW RUN CONDOMINIUMS
PHASE II

The undersigned, being the owner(s) of record of Unit 110 of Willow Run Condominiums, hereby consent to the recordation of the Amended Record of Survey Map, Phase II.

I/we acknowledge receipt of a copy of the original Record of Survey Map showing the proposed changes.

The Homeowners Association is hereby authorized to execute the Record of Survey Map for and on my/our behalf. I/we understand that this amendment is being made to correct certain errors made in the original drawing of the Record of Survey Map of Willow Run Condominiums, Phase II and that the effect of this Amendment will be to allow the building of a portion of a unit of Willow Run, Phase III on property previously designated as Common Area in Willow Run, Phase II and to correct the Record of Survey Map of Phase II to conform it to the actual parking arrangement. I/we therefore give my/our consent to the recordation of an Amended Record of Survey Map for purposes of correcting these errors.

DATED this 6 day of Dec, 1986.

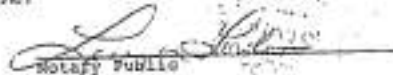
RECORDED
INDEXED
DEC 11 PM 3:03
306394
CLERK OF COUNTY CLERK
COUNTY OF WASHINGTON

CARRIER(S)


Robert B. Butterworth

STATE OF UTAH)
COUNTY OF WASHINGTON) ss.

On the 6 day of Dec, 1986, personally appeared before me Robert B. Butterworth and Butterworth, the signers of the foregoing document, who being duly sworn, acknowledged to me that he/she/they executed the same.


Notary Public

My Commission Expires:

July 25-1990

Residing In:

57 George Lane

78

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF WILLOW RUN RESORT CONDOMINIUMS
PHASES I, II AND III

DOCUMENT 1

321652

1987 OCT -5 AND 10 36

BOOK 465, PAGE 690-696
FEE 39.00

REC'D: Callian & Westfall

WILLOW RUN DEVELOPMENT, INC , a Utah corporation, Declarant under that certain Declaration of Condominium of Willow Run Resort Condominiums, Phase I, filed of record on June 19, 1985, as Entry No. 277607, Book 380, Pages 74 - 135, of the Official Washington County Records, as amended, under that certain Amendment to Declaration of Condominium dated January 15, 1986, recorded January 16, 1986 as Entry No. 287547, Book 399, Pages 799 - 800 of the Official Washington County Records, as amended by that certain Supplemental Declaration of Willow Run Resort Phase II, dated April 8, 1986, recorded April 8, 1986, as Entry No. 292096, Book 408, Pages 408 - 413 of the Official Washington County Records, as amended by that certain Amendment to Declaration of Condominium and Record of Survey Map of Willow Run Resort Phases I and II, dated November 20, 1986, recorded December 10, 1986, as Entry No. 306316, Book 434, Pages 741 - 745 of the Official Washington County Records, and Consents to Recordation, recorded December 10, 1986, as Entry No. 306317, Book 434, Pages 746 - 771 of the Official Washington County Records, and Entry No. 306394, recorded December 11, 1986, in Book 434, Page 912 of the Official Washington County Records, as amended by that certain Supplemental Declaration of Willow Run Resort Condominiums Phase III, dated November 20, 1986, recorded

December 10, 1986, as Entry No. 306329, Book 434, Pages 786 - 789, hereby exercises its rights and privileges under said Declaration as amended and supplemented to amend the same as allowed by Paragraph 35(o) of said Declaration as follows.

1. Any and all references to "lot" in the Declaration of Condominium and the By-Laws of Willow Run Resort Owners Association, affixed to the Declaration as "Exhibit C," shall be changed to "unit," and other changes more specifically noted in the paragraphs as stated below

A. Declaration of Condominium

p. 11, Section 9(f) (1) - change "lot" to read "unit."

B. By-Laws

p. 2, Section II, no. 6 - change to read "Unit shall mean and refer to any of the separately numbered and individually described living units on recorded Phase I Plat of the Properties. Upon recordation of the Supplementary Declaration for Phase II, Unit shall include such living units contained in Phase II."

p. 2, Section II, no. 8 - change "Lot" to read "Unit."

p. 8, Section V, no. 2(c) (1) - change "Lot" to read "Unit "

p. 8, Section V, no. 2(c) (2) - change "Lot" to read "Unit."

p. 8, Section V, no. 2(g) - change to read "cause the Common Areas to be maintained, and, also, if an Owner of any Unit shall fail to maintain his Unit in a manner satisfactory to the Board of Trustees, the Association, after approval by 2/3 vote of the Board, shall have the right, through its agents or employees, or through an

independent contractor, to enter and to repair, maintain and restore the exterior of the Living Unit.

pp. 11 - 12, Section VIII - delete.

p. 12, Section XI - renumber as Section VIII.

p. 14 - 15, Section X - renumber as Section XI, and change "Lot" to read "Unit."

2. The Declaration of Condominium of Willow Run Resort Phase I is further amended as follows:

A. Page 12, Section 11(c) is changed to read "No Reinstatement of Class B Membership. If Declarant shall exercise his option to add additional units (up to 180 total units), Declarant shall not regain his Class B voting status if previously converted to class A status under the terms hereof."

B. Page 15, Section 12(f), the last sentence is changed to read: "...such agreement may be terminated by either party without cause upon thirty (30) days written notice and without any payment of a termination fee."

C. Exhibit B, Articles of Incorporation of Willow Run Resort Owners Association, is replaced by the Amended Articles of Incorporation of Willow Run Resort Owners Association, in which the revisions consist of changing all references to "lot" to read "unit" in conformance with standard condominium terminology. A copy of the Amended Articles is attached hereto as Exhibit B.

3. The Supplemental Declaration for Willow Run Resort Condominiums Phase III is corrected as follows:

A. Numbered paragraph 2 - change "Building ___" to read "Patio Homes."

B. Exhibit B was inadvertently omitted from the Supplemental Declaration for Phase III, and is herewith included as Exhibit A.

4. All units in all phases have an equal undivided interest in the common areas. For the units in Phase I, Building A, this represents a change from their original par value undivided interests.

DATED this 25 day of SEPT., 1987.

"Declarant"

WILLOW RUN DEVELOPMENT, INC.,
a Utah corporation

X Kevin Ence
Kevin Ence, Vice President

X R. S. Bentley, Jr.
R. S. Bentley, Jr., Secretary

WILLOW RUN RESORT OWNERS ASSOC.

By
Its

STATE OF UTAH

COUNTY OF WASHINGTON)

ss

On this 25 day of SEPT, 1987, personally appeared before me Kevin Ence and R. S. Bentley, Jr., known to me to be the Vice President and Secretary, respectively, of WILLOW RUN DEVELOPMENT, INC., a Utah corporation, who being by me duly sworn

did say that they are the Vice President and Secretary, respectively, of said corporation, and that the foregoing instrument was signed by them on behalf of said corporation by authority of a Resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.

My Commission Expires:

4-8-91

Notary Public

Residing In:

ST. GEORGE, UTAH

STATE OF UTAH)

: ss.

COUNTY OF WASHINGTON)

On this 25 day of SEPT, 1987, personally appeared before me TAY ENCE, known to me to be the PRESIDENT of WILLOW RUN RESORT OWNERS ASSOCIATION, a Utah non-profit corporation, who being by me duly sworn did say that he is the PRESIDENT of said corporation and that the foregoing instrument was signed by him on behalf of said corporation by authority of a Resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.

Notary Public

Residing In:

ST. GEORGE, UTAH

My Commission Expires:

4-8-91

EXHIBIT A

SCHEDULE OF UNIT NUMBERS, PARKING, AND UNDIVIDED INTERESTS OF WILLOW RUN RESORT CONDOMINIUMS PHASES I, II AND III

<u>Unit No.</u>	<u>Covered Parking Assignment</u>	<u>Undivided Interest in Common Areas</u>
Building A:		
A101	A101	1/53
A102	A102	1/53
A103	A103	1/53
A104	A104	1/53
A105	enclosed garage	1/53
A106	A106	1/53
A107	A107	1/53
A108	A108	1/53
A109	A109	1/53
A201	A201	1/53
A202	A202	1/53
A203	A203	1/53
A204	enclosed garage	1/53
A205	enclosed garage	1/53
A206	enclosed garage	1/53
A207	A207	1/53
A208	A208	1/53
A209	A209	1/53
Building J:		
J101	J101	1/53
J102	J102	1/53
J103	J103	1/53
J104	J104	1/53
J105	J105	1/53
J106	J106	1/53
J107	J107	1/53
J108	J108	1/53
J109	J109	1/53
J110	J110	1/53
J111	J111	1/53
J112	J112	1/53
J201	J201	1/53
J202	J202	1/53
J203	J203	1/53
J204	J204	1/53
J205	J205	1/53

J206
J207
J208
J209
J210
J211
J212

J206
J207
J208
J209
J210
J211
J212

1/53
1/53
1/53
1/53
1/53
1/53
1/53

Patio Homes:

1
2
3
4
5
6
7
8
9
10
12

attached garage
attached garage
attached garage
attached garage
attached garage
attached garage
attached garage
attached garage
attached garage
attached garage
attached garage

1/53
1/53
1/53
1/53
1/53
1/53
1/53
1/53
1/53
1/53
1/53

The covered parking stalls referred to above are a limited common area, and appurtenant to the units designated above, and need not be referred to in any unit deed.

The unit numbers and covered parking stall numbers listed above correspond to the same unit numbers and covered parking stall numbers referred to on the Record of Survey Map.

The Declarant reserves unto itself the right to change parking assignments for any unit owned by itself, or with the permission of affected owners, to any other covered parking space. This shall be accomplished by the filing of a Supplemental Declaration indicating the change, together with any necessary approval.

Willow/15

SUPPLEMENTAL
DECLARATION OF CONDOMINIUM
OF WILLOW RUN RESORT CONDOMINIUMS
PHASE IV

RECORDED
1986 OCT 23 11 2 14
457
1620
1584-201

WILLOW RUN DEVELOPMENT, INC., a Utah corporation, Declarant under that certain Declaration of Condominium of Willow Run Resort Condominiums, Phase I, filed of record on June 14, 1985, as Entry No. 217607, Book 380, Pages 74 - 115, of the Official Washington County Records, as amended, under that certain Amendment to Declaration of Condominium dated January 11, 1986, recorded January 16, 1986 as Entry No. 227547, Book 179, Pages 729 - 800 of the Official Washington County Records, as amended by that certain Supplemental Declaration of Willow Run Resort Phase II, dated April 8, 1986, recorded April 8, 1986, as Entry No. 292746, Book 402, Pages 405 - 413 of the Official Washington County Records, as amended by that certain Amendment to Declaration of Condominium and Record of Survey Map of Willow Run Resort Phases I and II, dated November 27, 1986, recorded December 10, 1986, as Entry No. 306116, Book 434, Pages 741 - 745 of the Official Washington County Records, and Amendment to Recordation, recorded December 10, 1986, as Entry No. 306117, Book 434, Pages 746 - 771 of the Official Washington County Records, and Entry No. 306194, recorded December 11, 1986, in Book 434, Page 912 of the Official Washington County Records, as amended by that certain Supplemental Declaration of Willow Run Resort Condominiums Phase III, dated November 20, 1986, recorded

GARLAND & WINTERHILL
ATTORNEYS-AT-LAW, P.C.

[14]

322597

December 10, 1986, as Entry No. 305327, Book 484, Pages 756 - 785, as amended by that certain Amendment to Declaration of Condominium at Willow Run Resort Condominiums Phases I, II and III, dated September 27, 1987, recorded October 5, 1987, as Entry No. 321651, Book 485, Pages 690 to 696, hereby exercises its rights and privileges under said Declaration as amended and supplemented to read the same as follows:

1. Declarant hereby annexes to Willow Run Resort Condominiums, Phases I, II and III, that certain property known as Willow Run Resort Condominiums, Phase IV, which is the following described property located in the City of St. George, County of Washington, State of Utah (said property being inclusive of land reserved for expansion in the Declaration):

See Exhibit A attached hereto

2. Declarant further states that said addition contains a total of eight architecturally compatible buildings to be known collectively as "Tattie Hores" for a total of 16 additional units as more particularly described on Exhibit B attached hereto, as further described on the Record of Survey Map of Willow Run Resort Condominiums, Phase IV, filed concurrently herewith.

3. Declarant further amends the undivided interest of each unit in the common areas of the total Willow Run Resort Condominiums project (as allowed in such Declaration and under the Utah Condominium Act), from 1/53 to 1/67, 69 being the total plotted units in the project to date. All units shall share in common

WATSON & WHITALL
ATTORNEYS AT LAW

545

-2-

322597

expenses according to their undivided interests which is hereby agreed, subject to the rights of Declarant as set forth in the Declaration. Declarant continues to reserve all rights to expand and such other rights as are conferred in the Declaration as amended.

4. The recitatory of this Supplemental Declaration shall constitute and effectuate the creation of the real property described in Exhibit A hereto to Paragraph 1, II and III of the Project, making the Exhibit A property subject to the functions, powers, and jurisdiction of the Willow Run Resort Owners Association. Hereafter all owners or units in said real property shall automatically be members of the Association, under the terms and conditions of the Declaration and Articles and Bylaws of said Association.

WITNESS this 7 day of SEP, 1987.

"Declarant"

WILLOW RUN DEVELOPMENT, INC.

JAY LEE, President

STATE OF UTAH)
COUNTY OF WASHINGTON)

On this 9th day of OCTOBER, 1987, personally appeared before me Jay Lee, known to me to be the President of Willow Run Development, Inc., a Utah corporation, who being by me duly sworn did say that he is the President of said corporation and

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GALLAGHER & WENTZELL
ATTORNEYS AT LAW

322597

That the foregoing instrument was signed by him on behalf of said corporation by authority of a resolution of its Board of Directors, and acknowledged to me that said corporation occupies the premises

Notary Public

My Commission Expires

Residing In:

4-3-91

St. George, UT

597

GILLIAN & WENTZELL
ATTORNEYS AT LAW

-4-

322597

EXHIBIT A

LEGAL DESCRIPTION

WILLOW RUN RESORT CONDOMINIUMS,
PHASE IV

Beginning at the Southerly and Easterly corner of Willow Run Resort Condominiums Phase III, said corner being S 4°45'10" E 226.866 feet along the center section line and East 97.055 feet to the center 1/4 corner of Section 76, Township 42 South, Range 16 West, Salt Lake Area and Meridian and running thence along said Phase III as follows: N 12°22' E 126.05 feet thence S 55°15' W 16.216 feet; thence N 11°21' W 81.115 feet; thence N 21°31' W 48.94 feet, to the Southerly and Westerly corner of Willow Run Resort Condominiums Phase II "Amended"; thence leaving said Phase III, N 77°21' E 55.57 feet along said Phase II "Amended"; thence S 57°31' E 151.38 feet; thence S 31°27' W 42.06 feet; thence S 74°12' E 211.34 feet; thence S 36°49' W 221.74 feet; thence N 9°15' W 231.51 feet to the point of beginning.

Containing 2.866 acres.

595

GALLIAN & WINTERST
ATTORNEYS AT LAW

-5-

322597

EXHIBIT 6

SCHEDULE OF UNIT NUMBERS, PARKING,
AND LUNCH/INTELLECT OF
HILSON RUC RESORT CONDOMINIUMS,
PAGES 1 - 14

Unit No.	Covered Parking Assignment	Unassigned Interest IP Company Address
PHASE 1		
Building A:		
A101	A101	1760
A102	A102	1760
A103	A103	1769
A104	A104	1769
A105	enclosed garage	1769
A106	A106	1769
A107	A107	1760
A108	A108	1769
A109	A109	1769
A201	A201	1769
A202	A202	1769
A203	A203	1769
A204	enclosed garage	1769
A205	enclosed garage	1769
A206	enclosed garage	1769
A207	A207	1769
A208	A208	1769
A209	A209	1769
PHASE 2		
Building C:		
C101	C101	1769
C102	C102	1769
C103	C103	1769
C104	C104	1769
C105	C105	1769
C106	C106	1769
C107	C107	1769
C108	C108	1769
C109	C109	1769
C110	C110	1769
C111	C111	1769
C112	C112	1769
C201	C201	1769
C202	C202	1769
C203	C203	1769
C204	C204	1769
C205	C205	1769

549

LIJIAN LIU & WENFANG LI
 100081 Beijing, P. R. China

322597

3206	3206	1769
3207	3207	1769
3208	3208	1769
3209	3209	1769
3210	3210	1769
3211	3211	1769
3212	3212	1769

FRANK IV
FRANK IV

1	attached garage	1769
2	attached garage	1769
3	attached garage	1769
4	attached garage	1769
5	attached garage	1769
6	attached garage	1769
7	attached garage	1769
8	attached garage	1769
9	attached garage	1769
10	attached garage	1769
11	attached garage	1769

FRANK IV
FRANK IV

1	attached garage	1769
11	attached garage	1769
12	attached garage	1769
13	attached garage	1769
14	attached garage	1769
15	attached garage	1769
16	attached garage	1769
17	attached garage	1769
18	attached garage	1769
19	attached garage	1769
20	attached garage	1769
21	attached garage	1769
22	attached garage	1769
23	attached garage	1769
24	attached garage	1769
25	attached garage	1769
26	attached garage	1769
27	attached garage	1769

The covered parking stalls referred to above are a limited common area, and appurtenant to the units designated above, and need not be referred to in any unit deed.

The attached garages referred to above are private areas appurtenant to the units designated above and need not be referred

END

JOHN & WATFALL
ATTORNEYS AT LAW

17

322597

to in any unit deed.

The unit numbers and covered parking stall numbers listed above correspond to the same unit number and covered parking stall numbers referred to on the Record of Survey Map.

The Declarant reserves unto itself the right to change parking assignments for any unit owned by itself, or with the permission of affected owners, to any other covered parking space. This shall be accomplished by the filing of a Supplemental Declaration indicating the change, together with any necessary approval.

Notes: There are no units 11, 25, 27, 29, and 31 in sequence, as these numbers are reserved for a future phase(s).

Included in this exhibit are certain assigned or reassigned parking spaces which are made by the Declarant to contain the parking to actual usage pursuant to the right of Declarant to make or change assignments, as reserved previously. Accordingly, any prior parking assignments are deemed amended by this Exhibit B.

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HAIRIAN & WENTZELL
ATTORNEYS AT LAW

DECLARATION OF CONCOMITANCE
OF KILLER BOB RESORT CONDOMINIUMS
PHASE IV

GALLIAN H. H. PETERSON, JR.
 ATTORNEY AT LAW, CHICAGO, ILL.

335942

November 10, 1986, as Entry No. 100129, Book 414, Pages 746 - 749, as amended by that certain Amendment to Declaration of Condominium of Willow Run Resort Condominiums Phases I, II and III, dated September 25, 1987, recorded October 5, 1987, as Entry No. 321549, Book 465, Pages 690 to 696, as amended by that certain Declaration of Condominium of Willow Run Resort Condominiums Phase IV, dated October 5, 1988, recorded October 22, 1988, as Entry No. 122597, Book 467, Pages 484 to 501, hereby assigns all rights and privileges under said Declaration (paragraph 4 thereof) as amended and supplements Phase IV of Willow Run Condominiums as follows:

1. Declaration states that certain property is hereby added to Willow Run Resort Condominiums Phase IV, resulting in an amended legal description for Phase IV, which is the following described property located in the City of St. George, County of Washington, State of Utah (said property being inclusive of land reserved for reparation in the Declaration):

See Exhibit A Attached hereto.

2. This Amendment to Willow Run Resort Condominiums Phase IV contains several changes in previously recorded Books 13, 14, 22, 24, 27, 28, 30 and 33, changes in confirmation of Limited Common Area Appurtenant to Units 19 and 21, said Units, numbered 23, 25, and 24, and also certain common area parking, all as set forth on the Amended Board of Supervisors of Willow Run Resort Condominiums Phase IV. Said addition contains for new architectural compatibility building for a total of 100 buildings and nineteen units in Phase IV. Said addition also contains four new parking spaces in the

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GARDIAN & WINTHROP
ATTORNEYS AT LAW

335942

current time.

3. Declarant further grants the undivided interest of each unit in the common areas of the Total Willow Run Resort Condominiums project (as allowed in such Declaration and under the Utah Condominium Act), Dec. 1/69 to 1/72, as being the total platted unit, in the project to date. All units shall share in common expenses according to their undivided interests which are hereby granted, subject to the rights of Declarant as set forth in the Declaration. Declarant continues to reserve all rights to expand and such other rights as are conferred in the Declaration as amended.

4. The amendment of this Amended Supplemental Declaration shall constitute and effectuate the annexation of the real property described as Exhibit A Parcel to Parcels I, II, III and IV of the Project, making the Exhibit A property subject to the functions, powers, and jurisdiction of the Willow Run Resort Owners Association. Hereafter all owners or units in said real property shall automatically be members of the Association, under the terms and conditions of the Declaration and Articles & Bylaws of said Association.

5. This Amendment shall have the effect of eliminating the originally filed Phase IV and replacing the same in total with the Amended Record of Survey Map of Phase IV, thus superseding the original filing of Phase IV.

6. This Amendment is made with the concurrence of the Willow

2021

GRANT & WESTBURY
ATTORNEYS AT LAW

-3-

335942

By: Robert Weiss Association, pursuant to appropriate resolution
hereof, as authorized by the Declaration of Condominium.

DATED this 27 day of JULY, 1988

"Declaration"

WILLIAMSON DEVELOPMENT, INC.

Jan E. ...
Vice President

STATE OF UTAH

COUNTY OF WASHINGTON

On this 27 day of JULY, 1988, personally
appeared before me Jay E. ... known to me to be the President of
Williamson Development, Inc., a Utah corporation, who being by me
duly sworn did say that he is the President of said corporation and
that the foregoing instrument was signed by him on behalf of said
corporation by authority of a Resolution of the Board of Directors,
and acknowledged to me that said corporation executed the same.

My Commission Expires:

4-8-91

Notary Public

Residing in

ST. GEORGE, UTAH

COMES BY AND SIGNED

WILLIAMSON DEVELOPMENT, INC., a Utah Non-Profit
Corporation

Jan E. ...
Vice President

GALLAGHER & WENTFALL
ATTORNEYS-AT-LAW, 1000 N. 1000 E.

222

335942

STATE OF UTAH.

COUNTY OF WASHINGTON

On the 27 day of JULY, 1980, personally appeared before me JACOB A. [unclear], who being by me duly sworn and saying that he is the President of Yellow Box Robert Quays Association, that the within and foregoing instrument was signed on behalf of said corporation and said person acknowledged to me that said corporation executed the same pursuant to authority granted by its Board of Directors.

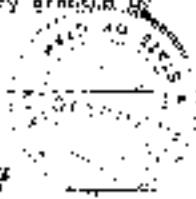
My Commission Expires

4-8-81

Notary Public

Residing in

St. George, Utah



223

HALLIAN & WINTERFALL
ATTORNEYS AT LAW

5-

EXHIBIT A

335942

LEGAL DESCRIPTION

WILLOW RUN RESORT CONDOMINIUMS,
AMENDED BOOK 19

Beginning at the west southeasterly corner of Willow Run
Resort Condominiums Phase 11, said point being 2
N 40° 10' E 280.964 feet along the center section line and
and 97.055 feet from the center of Section 26, Township
42 South, Range 14 East, Salt Lake Base and Meridian and
thence along the boundary line of Willow Run
Resort Condominiums Phase 11 as follows: S 32° 27' E 120.05
feet; thence S 32° 27' E 14.175 feet; thence S 32° 27' E
11.330 feet; thence S 32° 27' E 48.94 feet to the west
southeasterly corner of Willow Run Resort Condominiums Phase
11 "Amended"; thence leaving said Phase 11 and running S
74° 23' E 22.77 feet along said Phase 11 "Amended", thence
leaving said Phase 11 "Amended" and running S 32° 27' E
171.82 feet; thence S 32° 27' E 33.51 feet; thence S 32° 27' E
124.00 feet; thence S 32° 27' E 14.50 feet; thence S 32° 27' E
69.00 feet; thence S 32° 27' E 265.00 feet; thence S 32° 27' E
331.51 feet to the point of beginning.

Containing 2.30 Acres, More or Less.

224

GAILAN M. WORTHALL
ATTORNEY AT LAW

335942

EXHIBIT 5

CONTENTS OF LUMP SUMMER, PARKING,
AND UNDIVIDED INTERESTS OF
WILSON SUM RECORD COMPANIES,
PHASE 1 - 19

Unit No.	Assigned Parking Assignment	Undivided Interest to Common Areas
PHASE 1		
Building A:		
A101	A101	1/72
A102	A102	1/72
A103	A103	1/72
A104	A104	1/72
A105	enclosed garage	1/72
A106	A106	1/72
A107	A107	1/72
A108	A108	1/72
A109	A109	1/72
A201	A201	1/72
A202	A202	1/72
A203	A203	1/72
A204	enclosed garage	1/72
A205	enclosed garage	1/72
A206	enclosed garage	1/72
A207	A207	1/72
A208	A208	1/72
A209	A209	1/72
PHASE 17		
Building C:		
C101	C101	1/72
C102	C102	1/72
C103	C103	1/72
C104	C104	1/72
C105	C105	1/72
C106	C106	1/72
C107	C107	1/72
C108	C108	1/72
C109	C109	1/72
C110	C110	1/72
C111	C111	1/72
C112	C112	1/72
C201	C201	1/72
C202	C202	1/72
C203	C203	1/72
C204	C204	1/72
C205	C205	1/72

JACKMAN & WESTHALL
ATTORNEYS AT LAW

2025

3358-12

3201	3206	1/72
3207	3207	1/72
3208	3208	1/72
3209	3209	1/72
3210	3210	1/72
3211	3211	1/72
3212	3212	1/72

PHASE 111

Public Housing

1	attached garage	1/72
2	attached garage	1/72
3	attached garage	1/72
4	attached garage	1/72
5	attached garage	1/72
6	attached garage	1/72
7	attached garage	1/72
8	attached garage	1/72
9	attached garage	1/72
10	attached garage	1/72
11	attached garage	1/72

PHASE IV

Public Housing

12	attached garage	1/72
13	attached garage	1/72
14	attached garage	1/72
15	attached garage	1/72
16	attached garage	1/72
17	attached garage	1/72
18	attached garage	1/72
19	attached garage	1/72
20	attached garage	1/72
21	attached garage	1/72
22	attached garage	1/72
23	attached garage	1/72
24	attached garage	1/72
25	attached garage	1/72
26	attached garage	1/72
27	attached garage	1/72
28	attached garage	1/72
29	attached garage	1/72
30	attached garage	1/72

The attached parking stalls referred to above are a limited portion only and appurtenant to the units designated above, and need not be referred to in any title deed.

The attached garages referred to above are private areas appurtenant to the units designated above and need not be referred

GALLIAN DE WYNTFALL
ATTORNEY AT LAW

335942

to in any way done.

The unit numbers and covered parking stall numbers listed above correspond to the same unit numbers and covered parking stall numbers referred to on the Record of Survey Map.

The Declarant reserves unto itself the right to change parking assignments for any unit owned by itself, or with the permission of affected owners, to any other covered parking space. This shall be accomplished by the filing of a Supplemental Declaration indicating the change, together with any necessary approval.

Notes: There are marks in 17, 26, and 31 in sequence, as these numbers are reserved for a future purchase.

23/24
A-27

GALETON PLATTING #14
JANUARY, 1964 (REVISED 1970)

Amendment of Declaration of Condominium

340428

This Amendment of Declaration of Condominium is executed with respect to the following documents:

1. Declaration of Condominium of Willow Run Resort Phase I, dated the 20th day of May, 1985, and recorded on the 19th day of June, 1985, as Entry Number 277607, at Book 380, Pages 74-135.

2. Amendment to Declaration of Condominium dated January 15, 1986, recorded January 16, 1986, as Entry No. 287547, Book 399, Pages 799-800.

3. Supplemental Declaration of Willow Run Resort Phase II, dated April 8, 1986, recorded April 8, 1986, as Entry No. 292096, Book 408, Pages 408-413.

4. Amendment to Declaration of Condominium and Record of Survey Map of Willow Run Resort Phases I and II, dated November 20, 1986, recorded December 10, 1986, as Entry No. 306316, Book 434, Pages 741-745.

5. Consents to Recordation, recorded December 10, 1986, as Entry No. 306317, Book 434, Pages 746-771 and Entry No. 306394, and recorded December 11, 1986, in Book 434, Page 912.

6. Supplemental Declaration of Willow Run Resort Condominiums Phase III, dated November 20, 1986, recorded December 10, 1986, as Entry No. 306329, Book 434, Pages 786-789.

7. Amendment to Declaration of Condominium of Willow Run Resort Condominiums Phases I, II and III, dated September 25, 1987, recorded October 5, 1987, as Entry No. 321652, Book 465, Pages 690-696.

8. Supplemental Declaration of Condominium of Willow Run Resort Condominiums Phase IV, dated October 9, 1987, recorded October 22, 1987, as Entry No. 322597, Book 467, Pages 584-591.

All of the above documents are filed in the Washington County Recorder's Office, and affect the property described in Exhibit A, attached hereto.

Sections 7(9); 7(10) of the Declaration are hereby amended and Sections 7(11); 7(12) are hereby enacted to read as follows:

(9) Without the prior specific written permission of the Management Committee there shall be no use of the Common Area (a) which injures, erodes or scars said area or the vegetation thereon, or (b) which increases the cost of maintenance thereof, or (c) which in any way alters the Common Areas or the location, color, design or materials of any improvement visible from the Common Area.

(10) The Management Committee may establish admission fees, charges for use, leases or other income-generating arrangement with respect to any portion of the Common Areas and Facilities.

(11) The Management Committee shall prescribe the number of guests which may use the Common Area, and rules and regulations under which record owners of a condominium and dependants living with them, or tenants of a record owner of a condominium, or guests of such owners or tenants, may use the Common Area.

(12) The Management Committee may enter into a joint use and operation agreement with the planned unit development owners association located within the area described in Exhibit A of the Declaration, which provides (a) for joint use of the Common Facilities of each Association, (b) joint maintenance of the Common and Limited Common Facilities within each Association, and of the exteriors of the townhomes, and (c) that each owner in each Association shall pay an equal amount for assessments.

We hereby certify that the foregoing Amendment to the Declaration of Condominium of Willow Run Resort Phase I was duly adopted in accordance with the provisions of that Declaration by the vote and consent therein required, as amended, on the 1 day of Nov, 1988.

WILLOW RUN RESORT OWNERS
ASSOCIATION & MANAGEMENT
COMMITTEE

Attest:

By

President

Secretary

By

Vice-President

E6

BY

HERBERT S. DEATLEY
WASHINGTON CITY RECORDER

DOCUMENT

340428

1988 NOV 15 PM 4:17

BOOK 503

PAGE 563-566

FILE 1658

ABS

REQUEST: Snow, Nuffer et al

340428

STATE OF UTAH

COUNTY OF WASHINGTON

On this 1 day of NOV, 19 88, before me personally appeared Jay

Ence, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the president (or other officer or agent, as the case may be) of Willow Run Resort Owners Association & Management Committee, a corporation, and that the foregoing document was signed by him/her on behalf of that corporation by authority of its bylaws or of a resolution of its board of directors, and he/she acknowledged before me that the corporation executed the document and the document was the act of the corporation for its stated purpose.

NOTARY PUBLIC

Address: ST GEORGE UTAH

My Commission Expires: 4-8-91



EXHIBIT A**340428****Willow Run Resort Condominiums, Phase I:**

Beginning at a point on the East line of Valley View Drive, said point being S 0°40'10" E 144.95 feet along the center section line and West 133.12 feet from the center of Section 26, Township 42 South, Range 16 West, S.L.B. & M. and running thence along the East line of Valley View Drive N 32°27'00" E 393.46 feet to the true point of beginning and proceeding along Valley View Drive as follows: N 32°27'00" E 295.54 feet; thence S 57°33'00" E 70.50 feet; thence S 32°27'00" W 35.00 feet; thence S 57°33'00" E 228.29 feet; thence S 10°50'18" E 142.02 feet; thence S 44°52'50" W 117.73 feet; thence S 79°38'29" W 74.03 feet; thence N 44°36'48" W 70.28 feet; thence N 10°45'09" W 11.50 feet; thence N 57°33'00" W 149.65 feet, to a point of curvature of a 16.00 ft. radius curve to the left (radius point bears S 32°27'00" W) and running along said curve 25.13 feet; thence N 57°33'00" W 74.50 feet to the true point of beginning. Containing: 2.170 acres.

Willow Run Resort Condominiums, Phase II (Amended):

Beginning at a point in the Easterly right of way line of Valley View Drive, said point being S 0°40'10" E 34.023 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence N 32°27' E 262.005 feet along said Valley View Drive to the westerly line of Willow Run Resort Condominiums Phase I; thence along said Westerly line as follows: S 57°33' E 74.50 feet to a point of a 16.00 foot radius curve to the right, the radius point of which bears S 57°33' E; thence easterly 25.13 feet along the arc of said curve to the point of tangency; thence S 57°33' E 149.65 feet; thence S 10°45'09" E 11.50 feet; thence S 44°36'48" E 6.13 feet; thence leaving said Phase I line S 32°27' W 118.85 feet; thence S 77°27' W 56.57 feet; thence N 57°33' W 141.50 feet; thence S 32°27' W 109.40 feet; thence N 57°33' W 72.50 feet to the point of beginning. Containing 1.116 acres.

Willow Run Resort Condominiums, Phase III:

Beginning at a point on the Easterly right of way line of Valley View Drive, said point being S 0°40'10" E 34.023 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence S 32°27' W 126.455 feet along said Valley View Drive, thence S 57°33' E 272.50 feet, thence N 32°27' E 128.05 feet, thence N 57°33' W 16.115 feet, thence N 32°27' E 83.335 feet, thence N 27°33' W 48.94 feet to the Westerly line of "Willow Run Resort Condominiums Phase II Amended" thence along said Phase II Amended as follows: N 57°33' W 141.50 feet, thence S 32°27' W 109.40 feet, thence N 57°33' W 72.50 feet to the point of beginning. Containing 1.242 acres.

Willow Run Resort Condominiums - Phase IV Amended:

Beginning at the most Southerly corner of Willow Run Resort Condominiums Phase III, said point being S 0°40'10" E 286.964 feet along the center section line and East 97.855 feet from the center of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the boundary line of Willow Run Resort Condominiums Phase III as follows: N 32°27' E 128.05 feet; thence N 57°33' W 16.115 feet; thence N 32°27' E 83.335 feet; thence N 27°33' W 48.94 feet to the most Southerly corner of Willow Run Resort Condominiums Phase II "Amended"; thence leaving said Phase III and running N 77°27' E 56.57 feet along said Phase II "Amended", thence leaving said Phase II "Amended" and running S 57°33' E 171.82 feet; thence N 35°48' E 38.83 feet; thence S 54°12' E 125.00 feet; thence S 35°48' W 18.80 feet; thence S 54°12' E 69.00 feet; thence S 35°48' W 285.00 feet; thence N 57°33' W 331.51 feet to the point of beginning. Containing 2.356 acres, more or less.

Mr. Richard, Return to:
L. Reed Brothers
2015 W. 2100, Westport & Main
Box East Intermediate, Suite 200
St. George, Utah 84770

0400450 & 0643 7: 0583

WILLIAM W. WASHINGTON TO RECORD
1993 FEB 24 11:51 AM FEE \$11.00 BY 72
RECEIVED WILLIAM W. WASHINGTON TO RECORD

AMENDMENT TO DECLARATION OF CONDOMINIUM

THIS AMENDMENT is made with respect to the following documents which are filed in the office of the Recorder of Washington County, Utah:

1. Declaration of Condominium of Willow Run Resort Phase I, dated May 20, 1985, and recorded June 19, 1985, as Entry Number 277607, at Book 380, Pages 74-135.

2. Amendment to Declaration of Condominium dated January 15, 1986, recorded January 16, 1986, as Entry No. 287547, Book 399, Pages 793-800.

3. Supplemental Declaration of Willow Run Resort Phase II, dated April 9, 1986, recorded April 8, 1986, as Entry No. 252095, Book 409, Pages 408-413.

4. Amendment to Declaration of Condominium and Record of Survey Map of Willow Run Resort Phases I and II, dated November 20, 1986, recorded December 10, 1986, as Entry No. 306316, Book 434, Pages 741-745.

5. Supplemental Declaration of Willow Run Resort Condominiums Phase III, dated November 10, 1986, recorded December 10, 1986, as Entry No. 306320, Book 434, Pages 746-84.

6. Amendment to Declaration of Condominium of Willow Run Resort Condominiums Phases I, II and III, dated September 25, 1987, recorded October 3, 1987, as Entry No. 321682, Book 455, Pages 690-696.

7. Supplemental Declaration of Condominium of Willow Run Resort Condominiums Phase IV, dated October 9, 1987, recorded October 21, 1987, as Entry No. 322597, Book 457, Pages 584-591.

8. Amended Supplemental Declaration of Condominium of Willow Run Resort Condominiums Phase IV, dated July 27, 1988, recorded August 26, 1988, as Entry No. 125942, Book 494, Pages 219-227.

9. Amendment of Declaration of Condominium, dated November 1, 1988, recorded November 15, 1988, as Entry No. 340428, Book 500, Pages 551-552.

The foregoing documents and this Amendment affect the property described in Exhibit A attached hereto and incorporated herein by this reference, all of which property is located in Washington County, Utah.

The amendments made hereby are as follows:

FIRST, Section 8 of the Declaration is amended and replaced by the following:

8. Person to Receive Service of Process. The person to receive service of process in the instances provided by the Utah Condominium Ownership Act shall be the current registered agent of the Association as shown on the corporate records maintained in the office of the Department of Business Regulation, Division of Corporations and Commercial Code (or its successor) of the State of Utah, and may be changed from time to time by appropriate filings in such corporate records without further amendment of this Declaration.

SECOND, Section 27 of the Declaration is amended and replaced by the following:

27. Amendment. Except as otherwise specifically provided herein and subject to the provisions of Section 10, this Declaration may be amended if owners holding at least 67 2/3 of the total votes in the Association give their written consent and agreement to such amendments by instruments which are duly recorded in the office of the Recorder of Washington County, Utah.

The amendments set forth above are made pursuant to the provisions of Section 27 of the Declaration of Condominium which is the first document listed above (the "Declaration"), as well as the provisions of Article III, Section 8 of the By-Laws of Willow Run Resort Owners Association. The Management Committee hereby certifies that the vote required by the Declaration and By-Laws for such amendments was obtained at the Annual Meeting of the Members of the Willow Run Resort Owners Association on February 22, 1992.

DATED this 24th day of February, 1992.

WILLOW RUN RESORT OWNERS ASSOCIATION

By Kenneth W. Sundwell
Chair of Board of Trustees and
Management Committee

STATE OF UTAH)
COUNTY OF WASHINGTON) ss.

I hereby certify that on the 24th day of February, 1992, the foregoing Amendment to Declaration of Condominium was acknowledged before me by Kenneth W. Sundwell, Chair of the Board of Trustees and Management Committee, of WILLOW RUN RESORT OWNERS ASSOCIATION, whose identity is personally known to me, and who made, in my presence, a voluntary signature to such Amendment to Declaration of Condominium, having taken an oath or affirmation vouching for the truthfulness of the statements therein, and who stated that this document is executed for and in behalf of said Willow Run Resort Owners Association.

G. Rand Beach
NOTARY PUBLIC
Residing at 214 S. 2000 E.
My Commission Expires: 7-1-92



- Page 3 of 4 Pages -
Continued to
Declaration of Condominium

0400450 2 0643 P 0895

EXHIBIT A

Willow Run Resort Condominiums Phase I:

Beginning at a point on the East line of Valley View Drive, said point being S 6°40'10" E 144.98 feet along the center section line and West 193.12 feet from the center of Section 26, Township 42 South, Range 16 West, S.L.B. & M. and running thence along the East line of Valley View Drive N 32°27'00" E 393.45 feet to the true point of beginning and proceeding along Valley View Drive as follows: N 32°27'00" E 205.51 feet; thence S 57°33'00" E 70.50 feet; thence S 32°27'00" W 35.06 feet; thence S 57°33'00" E 228.80 feet; thence S 10°50'12" E 142.82 feet; thence S 44°52'50" W 117.73 feet; thence S 75°38'25" W 74.00 feet; thence N 44°35'46" W 70.28 feet; thence N 10°45'00" W 71.50 feet; thence N 57°33'00" W 149.55 feet, to a point of curvature of a 16.00 ft. radius curve to the left (radius point bears S 32°27'00" W) and running along said curve 25.13 feet; thence N 57°33'00" W 74.50 feet to the true point of beginning. Containing 2.170 acres.

Willow Run Resort Condominiums Phase II (Amended):

Beginning at a point in the Easterly right of way line of Valley View Drive, said point being S 6°40'10" E 34.923 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence N 32°27' E 252.005 feet along said Valley View Drive to the westerly line of Willow Run Resort Condominiums Phase I; thence along said Westerly line as follows: S 57°33' E 74.50 feet to a point of a 16.00 foot radius curve to the right, the radius point of which bears S 57°33' E; thence easterly 25.13 feet along the arc of said curve to the point of tangency; thence S 57°33' E 149.55 feet; thence S 10°45'00" E 11.50 feet; thence S 44°36'40" E 6.13 feet; thence leaving said Phase I line S 32°27' W 118.23 feet; thence S 77°27' W 58.57 feet; thence N 57°33' W 141.50 feet; thence S 32°27' W 109.40 feet; thence N 57°33' W 72.50 feet to the point of beginning. Containing 1.110 acres.

Willow Run Resort Condominiums Phase III:

Beginning at a point on the Easterly right of way line of Valley View Drive, said point being S 6°40'10" E 34.923 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence S 32°27' W 126.455 feet along said Valley View Drive, thence S 57°33' E 272.50 feet, thence N 32°27' E 128.05 feet, thence N 57°33' W 16.115 feet, thence N 32°27' E 23.335 feet, thence N 27°33' W 49.94 feet to the Westerly line of Willow Run Resort Condominiums Phase II (Amended); thence along said Phase II (Amended) as follows: N 57°33' W 141.50 feet, thence S 32°27' W 109.40 feet, thence N 57°33' W 72.50 feet to the point of beginning. Containing 1.206 acres.

Willow Run Resort Condominiums Phase IV (Amended):

Beginning at the most Southerly corner of Willow Run Resort Condominiums Phase III, said point being S 6°40'10" E 256.954 feet along the center section line and East 97.055 feet from the center of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence along the boundary line of Willow Run Resort Condominiums Phase III as follows: N 32°27' E 128.05 feet; thence N 57°33' W 16.115 feet; thence N 32°27' E 23.335 feet, thence N 27°33' W 49.94 feet to the most Southerly corner of Willow Run Resort Condominiums Phase II (Amended); thence leaving said Phase III and running N 77°27' E 58.57 feet along said Phase II (Amended); thence leaving said Phase II (Amended) and running S 57°33' E 171.22 feet; thence N 35°45' E 32.83 feet; thence S 54°12' E 125.00 feet; thence S 35°45' W 18.30 feet; thence S 54°12' E 69.00 feet; thence S 35°45' W 235.00 feet; thence N 57°33' W 231.51 feet to the point of beginning. Containing 2.356 acres, more or less.

C-400450 R-0643 Pg 0556

P57
L-4

DOC # 20060053159

Amended Restrictive Covenants 1 of 57
Russell Smith Washington County Recorder
11/16/2006 12:28:55 PM \$ 127 ONLY PREFERRED CLOSURE N.C.



AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
WILLOW RUN HOMEOWNER'S ASSOCIATION
Phases I - V

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WILLOW RUN HOMEOWNERS ASSOCIATION

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**AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE WILLOW RUN HOMEOWNER'S ASSOCIATION**

THIS AMENDED Declaration of Covenants, Conditions, and Restrictions is made on the date set forth below:

RECITALS

WHEREAS, Declarant is the owner of certain real property in the City of St. George, County of Washington, State of Utah, which is more particularly described below; and

WHEREAS, the properties are subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth; and

WHEREAS, Declarant's (Willow Run Homeowner's Association's) members have held some confusion as to which set of covenants, conditions, and restrictions were in force and whereas multiple new issues have needed to be addressed, Declarant hereby restates, revises, and amends these covenants, conditions, and restrictions for purposes of clarification and for purposes of creating covenants, conditions, and restrictions better suited to fulfill Willow Run Homeowner's Association's needs;

AMENDED DECLARATION

NOW, THEREFORE, Willow Run Homeowner's Association hereby declares that all of the properties described in Exhibit A, attached hereto, shall be held, sold and conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens (a map has been recorded and entitled "Willow Run Resort Phase V", consisting of one sheet, prepared and certified by Lloyd Ried Pope, a Utah Registered Land Surveyor) for the purpose of protecting the value and desirability of these Covenants, Conditions, and Restrictions and shall be construed as covenants of equitable servitude and shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Further, this Amended Declaration shall supersede any and all previous covenants, conditions, and restrictions that have been recorded in connection with said properties.

ARTICLE 1 - DEFINITIONS

- 1.1 Amended Declaration shall mean and refer to this instrument, and any amendments.
- 1.2 Plan or Map shall mean and refer to the subdivision plat recorded herewith captioned "Willow Run Resort Phase V," or any replacements thereof, or additions thereto.
- 1.3 Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be subjected to this Amended Declaration.

1.4 Common Area shall mean and refer to that portion of property owned by Willow Run Homeowner's Association and shown on the plat as dedicated to the common use and enjoyment of the owners.

1.5 Limited Common Area shall mean and refer to that portion of property owned by the Association and shown on the plat as dedicated to the exclusive use and enjoyment of the owner of the lot to which such limited common area is adjacent and/or appurtenant, subject to rights of the Association, as herein set forth.

1.6 Lot shall mean and refer to any separately numbered and individually described plot of land shown on the plat, designated for private ownership, and shall exclude the common and limited common areas.

1.7 Home shall mean and refer to a single family dwelling (with or without walls or roofs in common with other single family dwelling lots) and shall include fee title to the real property lying directly beneath said single family dwelling.

1.8 Owner shall mean and refer to the entity, person, or group of persons owning fee simple title to any lot which is within the properties. Regardless of the number of parties participating in ownership of each lot, those parties shall be treated, as a group, as one "owner."

1.9 Association shall mean and refer to Willow Run Homeowner's Association Owners Association, its successors and assigns.

1.10 Member shall mean and refer to every person or entity who holds membership in the Association.

1.11 Board of Directors shall mean and refer to the governing body of the Association.

1.12 Declarant shall mean and refer to the Association and its heirs, successors and assigns.

1.13 Mortgage includes "deed of trust" and mortgager includes "trust deed beneficiary."

ARTICLE II - PROPERTY RIGHTS

2.1 Title to the Common Area The Declarant, its successors and assigns, holds fee simple title to the common area and limited common area. The Association is bound by covenant to maintain the common area in good repair and condition at all times and to operate the same at its own expense in accordance with high standards, which covenants shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns.

2.2 Owner's Easements of Enjoyment Every owner shall have a right and easement of use and enjoyment in and to the common area which easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other membership fees for the use of any recreational facility situated upon the common area. Rules pertaining to the use of any such facilities shall be posted in a conspicuous place. Any substantial breach of said rules, determined solely by the Board of Directors, shall result in an additional fixed membership fee determined and set forth from time to time. Each Member shall

be liable to pay fees incurred by the breaking of the rules by the member or the member's guests, tenants, or invitees.

(b) The right of the Association to limit the number of guests of members using the common area.

(c) The right of the Association to suspend the voting rights of a member for any period during which any assessment against his lot or any membership fee remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations as described above and as published in the Association Rules and Regulations manual as amended from time to time. Said manual (as amended from time to time) is hereby incorporated by reference, provided however that in the event of any conflicting provisions, the provisions in this Amended Declaration shall always prevail.

(d) Sixty-seven percent (67%) of owners have the right of the Association to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the common area to any private individual, corporate entity, public agency, authority, or utility. The granting of easements for public utilities or other public purposes consistent with the intended use of such common area by the Association shall not be deemed a transfer within the meaning of the next preceding clause, and such grants may be made by the Association.

(e) The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.

(f) The right of each individual lot owner to the exclusive use of the limited common area adjacent and appurtenant to his respective lot, and the right of each owner to exclusive use of the parking area, if any, designated with his lot number on the plat.

(g) The terms and conditions of this Amended Declaration.

2.3 Limited Common Area Ownership of each lot shall entitle the owner thereof to the exclusive use of the limited common area adjacent and appurtenant thereto.

2.4 Delegation of Use Any owner shall be deemed to delegate his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. No one who is non-resident shall have any such right of enjoyment.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

3.1 Membership Every person or entity who is owner of any lot shall be a member of the Association. The term "owner" shall include contract purchasers but shall not include persons or entities who hold an interest merely as security for the performance of an obligation unless and until said holder has acquired title pursuant to foreclosure or proceedings in lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any lot. Membership in the Association shall automatically transfer upon transfer of title by the record owner to another person or entity.

3.2 Voting Rights The Association shall have one class of voting membership. All members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the group of such persons shall be a member. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. A vote cast at any association meeting by any of such co-owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the lot concerned unless written objection is made prior to said meeting, or verbal objection at said meeting, by another co-owner of the same lot. In the event objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

ARTICLE IV - FINANCES AND OPERATIONS

4.1 Creation of the Lien and Personal Obligation of Assessments Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided; and, (3) fees or fines associated with the breaking of any Rules and Regulations as published and amended from time to time and as described above. The annual and special assessments, together with interest, costs of collection and a reasonable attorney's fee, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs of collection and a reasonable attorney's fee, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personally obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessments The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common areas and of the homes situated upon the properties. The assessments must provide for but are not limited to, the payment of taxes and insurance, the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the common and limited common areas, the payment of the cost of equipping, of the Association, insurance deductible amounts, and the establishment of a reserve account for repair, maintenance and replacement of those common and limited common areas which must be replaced on a periodic basis, and the assessments may provide, at the discretion of the Board of Directors, for the payment of other charges, including, without limitation, trash collection, sewer and water costs required by or subsequent to this Amended Declaration or that the Board of Directors shall determine to be necessary to meet the primary purposes of the Association.

4.3 Basis and Maximum Annual Assessments The maximum annual assessment shall be Two Thousand Six Hundred Dollars (\$2,600.00) per lot. This amount shall be the basis of calculation for future maximum annual assessments.

(a) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year, without a vote of the membership.

(b) The Board of Directors may, after consideration of current and future needs of the Association, fix the annual assessment at an amount not to exceed the maximum.

(c) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty seven percent (67%) of the votes of members, voting in person or by proxy, at a meeting duly called for this purpose.

4.4 Special Assessments for Capital Improvements In addition to the annual assessments authorized by paragraph 4.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of common or limited common area structures, fixtures and personal property related thereto, provided that any such assessment

shall have the assent of sixty-seven percent (67%) of the votes of all of the members authorized to vote, in person or by proxy, at a meeting duly called for this purpose.

4.5 Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other common or limited common areas from the activities of the City of St. George in maintaining, repairing or replacing utility lines and facilities thereon, it being acknowledged that the ownership of utility lines, underground or otherwise is in the City up to and including the meters for individual units, and that they are installed and shall be maintained to City specifications.

4.6 Notice and Quorum for Any Action Authorized Under Section 3, 4, and 5. Written notice of any meeting of members called for the purpose of taking any action authorized under paragraphs 4.3, 4.4, or 4.5 shall be sent to all members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (67%) of all membership votes shall constitute a quorum. If the required quorum is not forthcoming at such a meeting, another meeting may be called, subject to the notice requirement set forth, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7 Uniform Rate of Assessment; Periodic Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. Both annual and special assessments may be collected on a monthly basis.

4.8 Date of Commencement of Annual Assessments; Duties of Board of Directors; Due Dates; Adjustment of Assessments in Certain Cases. The annual assessment provided for herein shall commence to accrue on the date fixed by the Board of Directors of the Association to be the date of commencement.

At least thirty (30) days prior to the commencement of each new assessment period, the Board of Directors shall send or cause to be sent a written notice of the annual assessment to each owner subject thereto. Receipt of notice shall not be pre-requisite to validity of the assessment.

Payment due dates for assessments shall be established by the Board of Directors, upon which dates the assessments for any year shall become due and payable; provided, that the Board of Directors may provide for the payment of annual and special assessments in equal installments throughout the assessment year. The due date of any special assessments authorized herein shall be fixed by the Board of Directors, subject to the same notice and payment requirements pertaining to annual assessments.

The Board of Directors shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer or some other officer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

Any owner is entitled to reasonable access to any relevant portions of records held by the Association that document any defaults in the performance of any duties imposed under this

Amended Declaration) that have not been cured by a defaulting owner within the preceding sixty (60) days.

4.9 Effect of Non-Payment of Assessment - Remedies of the Association Any assessment or installment thereof not paid within thirty (30) days after the due date therefore shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such different rate as the Board of Directors shall determine appropriate) until paid.

The Association may bring an action at law against the owner personally obligated to pay any such delinquent assessment (without waiving the lien of assessment) or may foreclose the lien against the property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, or may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member, and there shall be added to the amount of such delinquent assessment the costs and expenses of said action, sale or foreclosure, and a reasonable attorney's fee, collection costs (including attorney's fees) together with an account for the reasonable rental value for the lot from the time of commencement of the foreclosure and the Association shall be entitled to the appointment of a receiver to collect rent without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise and under which the lot of an owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Board of Directors for purposes of power of sale foreclosure.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or by abandonment of his lot.

As stated in 2.2c above, members may have their voting rights suspended during any period an assessment or fee is delinquent, plus an additional 60 days if the Board of Directors, in their sole discretion, feel that the delinquency merits such an action.

4.10 Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage if the mortgage was recorded prior to the date the assessment became due. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot or owner from liability for assessments thereafter becoming due or from the lien thereof.

4.11 Exempt Properties The following property subject to this Amended Declaration shall be exempted from the assessment, charge and lien created herein.

(a) Any properties dedicated and accepted by the local public authority and devoted to public use.

(b) All common and limited common areas;

However, any land or improvement devoted to dwelling use shall be exempt from said assessment, charge, and lien.

4.12 Insurance The Board of Directors of the Association, or their duly authorized agents, shall obtain and continue in effect:

(a) Property damage insurance, in one of the following alternate forms:

(i) a policy of property insurance equal to full replacement cost (exclusive of land, foundation, excavation and other like items) of the common area, limited common area, and improvements thereon

The Association shall also require each owner to obtain a singular policy of insurance covering full replacement value (exclusive of land, foundation, excavation and other like items) of his lot and improvements thereon with an endorsement listing the Association, "for the use and benefit of the lot owners" as an additional named insured with a provision that the policy may not be cancelled upon less than thirty (30) days written notice to the Association;

or
(ii) In the alternative to the obtaining of insurance specified previously in subparagraph (i) the Association may obtain a "master" or "blanket" policy of insurance equal to full replacement cost (exclusive of land, foundation, excavation and other like items) of the lots, common area, limited common areas and improvements thereon, with an endorsement listing the Association, "for the use and benefit of the lot owners" as an additional named insured with a provision that the policy may not be cancelled upon less than thirty (30) days written notice to the Association.

Insurance procured under this subparagraph (a) shall (1) include an agreed amount endorsement or its equivalent, if available, or an inflation guard endorsement, (2) include construction code endorsement, providing that coverage shall be extended to the cost of construction, if any, required by reason of code provisions requiring changes to undamaged portions of partially demolished premises be made in accordance with current building codes and (3) afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage and such other risks as are customarily covered in similar projects. The maximum deductible shall be \$10,000.00 or 1% of the policy amount whichever is lesser, except in case of coverage related to individual units in which case the deductible shall be the \$1,000.00 or 1% of the policy amount, whichever is lesser.

(b) a comprehensive policy of public liability insurance covering all of the common and limited common property for at least \$1,000,000.00 per occurrence for personal and legal liability that results from employment contracts in which the Association is a party. Such liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an owner because of negligent acts of the Association or other owners.

(c) fidelity coverage against dishonest acts on the part of managers, Board of Directors, officers, employees, volunteers management agents or others responsible for handling funds held and collected for the benefit of the owners or members. Said fidelity insurance shall (1) name the Association as obligee or beneficiary, and (2) be written in an amount not less than the sum of (i) three months operating expenses and (ii) the maximum reserves of the Association that may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee."

4.13 Insurance Policy Provisions Any insurance obtained by the Association shall provide that:

(a) the named insured under any such policies shall be the Association, "for the use and benefit of the lot owners" and shall have standard Mortgagee clauses;

(b) insurance coverage may not be brought into contribution with insurance purchased by the lot owners of their Mortgagees;

(c) coverage must not be prejudiced by (i) any act or neglect of the lot owners when such act or neglect is not within the control of the Association or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control;

(d) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association;

(e) the insurer shall waive subrogation as to any and all claims against the Association, the owner of any lots and/or their respective agents, employees or tenants, or invalidity arising from the acts of the insured.

(f) the insurer shall waive any defenses based on co-insurance (i.e., the insurance shall be primary, even if a lot owner has other insurance that covers the same loss), and

(g) any provisions that the carrier may elect to restore damage in lieu of a cash settlement shall not be exercisable without the prior written approval of the Association or when in conflict with any requirement of law.

4.14 Insurance Related Provisions. Premiums for insurance obtained by the Board of Directors pursuant to these sections shall be a common expense of the Association and shall be collectible from members of the Association as part of the annual assessments.

Each owner shall insure his own personal property and may insure his real property for his own benefit.

Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirement for planned unit development projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a mortgagee or owner of a lot within the project, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

Any owner who has made written request including the owner's name and address, and the lot number of the unit it has a mortgage on shall be entitled to receive written notice of lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

4.15 Damage or Destruction. In the event of damage or destruction by fire or other casualty to any portion of the properties covered by insurance written in the name of the Association, the Board of Directors are empowered to and shall represent the members in any proceedings, negotiations, settlements or agreements, the Association being appointed attorney-in-fact of each owner for this purpose. The Association shall, with concurrence of the owners of affected homes, if any, upon receipt of the insurance proceeds, contract to rebuild, restore, or repair such damaged or destroyed portions of the properties to their former condition. Unless at least sixty-seven percent (67%) of the owners have given their prior written approval the Association shall not be entitled to use insurance proceeds for other than the repair, replacement or reconstruction of the damaged or destroyed property.

In the event the insurance proceeds are insufficient to pay all the costs of repairing, restoring or rebuilding the Board of Directors shall be empowered to levy a special assessment against all owners to make up any deficiency for repair of homes or limited common area, and the Board of Directors shall further be empowered to levy a special assessment against all owners to make up any deficiency for repair or rebuilding of the common area or limited common area.

4.16 Payments by Owners. Owners of lots may jointly or singly pay tax or other charges that are in default and that have or may become a charge against any common property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such common property. Owners making such payments shall be owed immediate reimbursement from the Association.

4.17 Condemnation Any owner who has made written request including the owner's name and address, and the lot number of the unit it has a mortgage on shall be entitled to receive a written notice of condemnation action that affects a material portion of the common properties, or a material portion of the unit securing its mortgage. In any proceedings, negotiations, or settlements for condemnation of all or part of the properties, the Association shall be the agent of the owners and is hereby appointed their attorney in fact for such purpose. Any proceeds shall be payable to the Association for the benefit of the owners and their mortgagees, as their interests may appear. In the event the Association is required to interplead such funds, it shall be entitled to reasonable attorney's fees and collection costs (including attorney's fees) incurred in such action.

ARTICLE V - PARTY WALLS

5.1 General Rules of Law to Apply Any wall that is built as a part of the original construction upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

5.2 Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

5.3 Destruction by Fire or Other Casualty If a party wall is destroyed or damaged by fire or other casualty, then, to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

5.4 Weatherproofing Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that said protection is not covered by insurance and paid for out of the proceeds of the same.

5.5 Right to Contribution Runs with Land The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors-in-title.

5.6 Arbitration In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator within ten (10) days of their selection, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request to do so, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VI - ARCHITECTURAL CONTROL COMMITTEE

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or, if such a committee is in existence, by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors. In the event said Board of Directors, or their designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with article will be deemed to have been made.

Notwithstanding the foregoing, without the prior written approval of at least sixty-seven percent (67%) of the owners, neither the Association nor the Architectural Control Committee shall, by act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance or maintenance of lots, the maintenance of the common and limited common areas, including walls, fences, driveways, lawns and plantings.

ARTICLE VII - EXTERIOR MAINTENANCE

7.1 Exterior Maintenance In addition to maintenance upon the common area and limited common area, the Association shall provide exterior maintenance upon each lot, including, but not limited to the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, fences, street signs, lights, mailboxes, trees, shrubs, grass, walks, driveways and other exterior improvements. Notwithstanding the foregoing, each owner shall be solely responsible for maintenance to glass, doors and screens on his lot.

7.2 Assessment of Cost The cost of such exterior maintenance shall be a common expense and shall be added to and become part of the annual assessment under Article IV above.

7.3 Access at Reasonable Hours For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or limited common area at reasonable hours.

ARTICLE VIII - USE RESTRICTIONS

8.1 General Use Restrictions All of the properties which are subject to this Amended Declaration of covenants, conditions and restrictions are hereby restricted to residential dwellings, buildings in connection therewith, including but not limited to community buildings. All buildings or structures erected on the properties shall be of new construction and no buildings or structures shall be removed from other locations to the properties and no subsequent buildings or structures dissimilar to those initially constructed shall be built on any lot. No building or structure of a temporary character, basement, tent, trailer, camper, shack, garage, barn or other outbuilding shall be placed or used on any lot at any time except as provided in paragraph 8.6 below.

8.2 Signs & Commercial Activity Except for one "For Rent" or "For Sale" sign of not more than five (5) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any lot or any portion of the properties. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the properties. This provision shall be strictly enforced and any violation whatsoever shall result in a fee determined by the Board of Directors from time to time. Said fee may be published in the Association Rules and Regulations manual as amended from time to time.

8.3 Quiet Enjoyment No noxious or offensive activity shall be carried on upon any part of the properties nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners or which shall in any way increase the rate of insurance. This shall include parking provisions outlined below.

8.4 Animals No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said lots, except that dogs, cats or other household pets, two or less in total number, may be kept on each lot provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to lot owners. All pets must be kept in the lots or on a leash when in the common areas.

8.5 Use of Common Area Except for the rights of ingress and egress, owners are hereby prohibited and restricted from using any of said common area, other than as permitted in this Amended Declaration of covenants or as may be allowed by the Board of Directors of the Association. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all owners of lots in the properties and is necessary for the protection of the interests of all said owners in and to the common area.

8.6 Parking Parking spaces within the properties shall be used for parking of motor vehicles actually used by the owner of his immediate family for personal use and not for commercial use (including campers or other vehicles used for commercial purposes by any owner). No motor vehicle which is inoperable shall be placed in any parking areas (including an owner's driveway and the private streets), and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the owner's expense. Such expense of removal shall be secured by the lien for assessment obligations previously provided. If parking spaces are designated on the plat with numbers corresponding to lot numbers, each such space is for the exclusive use of the lot owner. Common/visitor parking areas (not designated on the plat with lot numbers) may be assigned as vehicle parking spaces for each lot for an annual fee. Recreational vehicles, boats, travel trailers, and similar property may not be parked in common/visitor parking areas, and unless permitted by rule of the Association, may not be parked in parking areas designated on the plat for exclusive use.

Common/visitor parking spaces may be reserved and assigned to visitors for a weekly fee determined by the Board of Directors from time to time. Any overnight, unauthorized (not reserved or assigned) parking occurring in any parking space or on any private road shall be subject to a fine as the Board of Directors may determine from time to time. Multiple or ongoing infractions of any nature in this paragraph 8.6 may be subject to increased fines and penalties. Any street parking shall be limited to responsible loading and/or unloading activities.

No building or structure described in paragraph 8.1 shall be placed or used in any parking space without the prior approval of the Board of Directors or management. Violation of

this paragraph 8.1 shall incur a fee determined by the Board of Directors from time to time. Repeat offenders may be subject to increased fees and penalties.

8.7 Planting and Gardening No planting or gardening shall be done and no fences, hedges, or walls shall be erected or maintained upon any property except such as are installed in accordance with the initial construction of the buildings located thereon, or as approved by the Board of Directors or as maintained by contract.

8.8 External Apparatus No lot owner shall cause or permit anything (including, without limitation, awnings, canopies or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof of any part thereof, or on the outside of windows or doors, without the prior written consent of the Board of Directors.

8.9 Exterior Television or Other Antennas No exterior radio or other antennas, except one television antenna that shall not exceed four feet in height, per lot, shall be placed, allowed or maintained upon any lot or upon any structure or portion of the improvements situated and located upon the properties without prior written approval and the authorization of the Board of Directors.

8.10 Garbage Removal All rubbish, trash and garbage shall be regularly removed from the lots and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

8.11 Oil and Mining Operations No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the properties of any lot. No derrick, lift, shaft, or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the properties or any lot.

8.12 Interior Utilities All utilities, fixtures and equipment installed within a lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a lot, shall be maintained and kept in repair by the owner thereof. An owner shall do no act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist that will adversely affect the other lots or owners.

8.13 Leases Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Amended Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be a default under the lease. Nothing within this paragraph 8.13 shall be construed to limit or release any member from liability arising from any breach of any member's tenants or lessees.

ARTICLE IX - EASEMENTS

9.1 Encroachments Each lot and the property included in the common and limited common areas shall be subject to an easement for encroachments created by construction, seeling and overhangs, as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing lots is partially or totally destroyed, and then rebuilt, the owners of the lots so affected agree that minor encroachments of parts of the adjacent lots or common or limited common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9.2 Utilities There is hereby created a blanket easement upon, across, over and under all of the properties for ingress, egress, limited to water, sewers, gas, telephone and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for all public utilities serving the properties to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, all sewers, electrical lines, water lines, or other utilities may be installed or relocated on the properties except as initially programmed and approved by the Declarant or thereafter approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. All utilities that are installed in, upon, under or through the common areas of the properties shall be maintained by the Association.

9.3 Police, Fire and Ambulance Service An easement is hereby granted to all police, fire protection, ambulance services, and all similar persons to enter upon the streets and common and limited common area in the performance of their duties.

9.4 Maintenance by Association An easement is hereby granted to the Association, its officers, agents, employees, and to any maintenance company selected by the Association to enter in or to cross over the common and limited common areas and any lot to perform the duties of maintenance and repair.

9.5 Other Easements The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE X - GENERAL PROVISIONS

10.1 Enforcement The Association, the Declarant or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended Declaration, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the Association or any owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof, the party against whom enforcement is sought shall pay to the Association or enforcing owner a reasonable attorney's fee if said party has been found to be noncompliant with such a provision.

10.2 Severability All of said conditions, covenants, and reservations contained in this Amended Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired, and the Declarant, Association and owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and

phrase of this Amended Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

10.3 Duration The covenants and restrictions of this Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Amended Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Amended Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

10.4 Amendment The covenants, conditions and restrictions of this Amended Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the owners. Prior to making any material amendment thirty (30) days written notice must be given to all holders of liens of first priority, setting forth the nature of the amendment and the date of the members' meeting to vote thereon.

Any amendment of this Amended Declaration affecting the following shall not be effective without consent of at least fifty-one percent (51%) of the owners: voting rights; assessments; assessment liens; or subordination of assessment liens; reserves for maintenance, repair and replacement of common areas; responsibility for maintenance and repairs; reallocation of interests in the common or limited common areas, or rights to their use; boundaries of any lot; conversion of lots into common areas or vice versa; expansion or contraction of the properties, or the addition, annexation or withdrawal of property to or from the properties; insurance or liability bonds; leasing of homes; imposition of any restrictions on an owner's right to sell or transfer his or her unit; a decision by the Association to establish self management when professional management had been required previously by the owners; restoration or repair of the properties (after a hazard damage or partial condemnation) in a manner other than that specified in this Amended Declaration; any action to terminate the legal status of the properties after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. When owners are considering termination of the legal status of the Association for reasons other than substantial destruction or condemnation of the properties, the consent of at least sixty-seven percent (67%) of the owners must be obtained.

Any amendment must be properly recorded in the records of Washington County, Utah, to become effective.

10.5 Notices Any notice required to be sent under the provisions of this Amended Declaration shall be deemed to have been properly sent when deposited in the U. S. Mail, post paid, to the last known address of the person who is entitled to receive it.

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

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

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

ARTICLE XI - ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned.

In accordance with the previous and binding covenants, conditions, and restrictions recorded with respect to the Association, the following members hereby sign their consent for this Amended Declaration to be recorded in the County Recorder's Office and to be legally binding upon them and all of their heirs and/or assigns.

#3209	Sue Ann Hill	Oct 14, 06	Errol Ross	#58
	Print Name:	Date:	Print Name:	Date:
#47	Brian Carter	10/14/06	Ken Sundwall	10-14
	Print Name:	Date:	Print Name:	Date:
#14	Mark Nelson	10/14/06	Ken Sundwall	12-14
	Print Name:	Date:	Print Name:	Date:
#45	Thomas Carter	10/14/06	Prayer for	
	Print Name:	Date:	Print Name:	Date:
#3	John Carr	10/14/06	Helen Thomas	10-14
	Print Name:	Date:	Print Name:	Date:
#23	Verdell Palmer	10/14/06	Dan Palmer	10/14/06 #15
	Print Name:	Date:	Print Name:	Date:
#29	Thomas R. Judd	10/14/06	Ken Sundwall	10-14-06 #50
	Print Name:	Date:	Print Name:	Date:
#34	Fred Cortese	10-14-06	Ken Sundwall	10-14-06 #36
	Print Name:	Date:	Print Name:	Date:
	JOHN A. CLYDE	10-14-06	Ken Sundwall	10-14-06 #40
	Print Name:	Date:	Print Name:	Date:
#31	John R. Zylke	14 OCT, 06	Ken Sundwall	10-14-06 #46
	Print Name:	Date:	Print Name:	Date:
#42	Richard Sisk	14 Oct. 06	Ken Sundwall	10-14-06 #3109
	Print Name:	Date:	Print Name:	Date:
#1	Danise Brown	10-14-06	Ken Sundwall	10-14-06 #31
	Print Name:	Date:	Print Name:	Date:
#3102	Michael M. Anderson	10-14-06	Ken Sundwall	10-14-06 #31
	Print Name:	Date:	Print Name:	Date:
#56	Ken Sundwall	10-14	Ken Sundwall	10-14-06 #3109
	Print Name:	Date:	Print Name:	Date:

Joyce Atkin

#59 Joyce Atkin

Print Name

10-14-06

Date

MAURICE HUDON

Print Name

Date

#60 Lewis B. Passey

Print Name

10-14-06

Date

10-14-06 #18

10-14-06 #18

Print Name

Print Name

Date

#41 MICHAEL L. STROTS

Print Name

10-14-06

Date

10-14-06 #11

10-14-06 #11

Print Name

Print Name

Date

#35 David W. Bailey

Print Name

10-14-06

Date

10-14-06 #A204

10-14-06 #A204

Print Name

Print Name

Date

#530 Jackie Hursh

Print Name

10-14-06

Date

10-14-06

10-14-06

Print Name

Print Name

Date

#41 CAROL B. BROWN

Print Name

10-14-06

Date

10-14-06

10-14-06

Print Name

Print Name

Date

#34 WILLIAM G. LESTER

Print Name

10-14-06

Date

10-14-06

10-14-06

Print Name

Print Name

Date

#402 SHIRLEY READ

Print Name

10-14-06

Date

10-14-06

Proxy

Print Name

Print Name

Date

#33 ADAM B. NEILSON

Print Name

10-14-06

Date

10-14-06

Date

Print Name

Print Name

Date

#41 DAVID W. BROWN

Print Name

10-14-06

Date

10-14-06

Date

Print Name

Print Name

Date

#11 ROBERT H. HENRY

Print Name

10-14-06

Date

10-14-06

Date

Print Name

Print Name

Date

#41 MERLE E. COLE

Print Name

10-14-06

Date

10-14-06

Date

Print Name

Print Name

Date

#31 MERLE E. COLE

Print Name

10-14-06

Date

10-14-06

Date

Print Name

Print Name

Date

#22 MERLE E. COLE

Print Name

10-14-06

Date

10-14-06

Date

Print Name

Print Name

Date

#64 MERLE E. COLE

Print Name

10-14-06

Date

10-14-06

Date

Print Name

Print Name

Date

#8 MERLE E. COLE

Print Name

10-14-06

Date

10-14-06

Date

Print Name

Print Name

Date

A704 MERLE E. COLE

Print Name

10-14-06

Date

10-14-06

Date

Print Name

Print Name

Date

#59	Joyce Atkin Print Name: Joyce Atkin Date: 10-14-06	MAURICE HUNTER Print Name: MAURICE HUNTER Date: 10-14-06 #18
#10	Richard B. Passy Print Name: Richard B. Passy Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06 #11
#44	Michael L. Passy Print Name: Michael L. Passy Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06 #204
#35	David W. Bailey Print Name: David W. Bailey Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06 #A101
#300	Jackie Huish Print Name: Jackie Huish Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06 #A201
#44	William G. Huish Print Name: William G. Huish Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06 #J205
#34	William G. Huish Print Name: William G. Huish Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#A102	Shirley Read Print Name: Shirley Read Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#33	Don B. Neilson Print Name: Don B. Neilson Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#41	David H. H. H. Print Name: David H. H. H. Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#11	Robert H. H. H. Print Name: Robert H. H. H. Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#42	W. H. H. H. (proxy) Print Name: W. H. H. H. (proxy) Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#31	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#22	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#44	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#3	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06
#706	W. H. H. H. (proxy) Print Name: W. H. H. H. (proxy) Date: 10-14-06	W. H. H. H. Print Name: W. H. H. H. Date: 10-14-06

Joyce Atkin

#59	Joyce Atkin	10-14-06	MAURICE HADON	
	Print Name:	Date:	Print Name:	Date:
#60	Edward B. Passey			
	Print Name:	Date:	Print Name:	Date:
	10-14-06		10-14-06	#18
#41	Michael L. Starks	10-14-06	GENE COTTON	10-14-06 #311
	Print Name:	Date:	Print Name:	Date:
#35	David B. Bailey	10-14-06	DAVE REE	10-14-06 #A204
	Print Name:	Date:	Print Name:	Date:
#526	Jackie Hursh	10-14-06	Russell Westphal	#A101
	Print Name:	Date:	Print Name:	Date:
#34	William C. Thompson	10-14-06	Dale W. Welford	#A201
	Print Name:	Date:	Print Name:	Date:
#A-02	Shirley R. Read	10-14-06	Jesse Vernon	11-9-06 A209
	Print Name:	Date:	Print Name:	Date:
#33	Dean B. Neilson	10-14-06		
	Print Name:	Date:	Print Name:	Date:
#41	Robert Forsberg	10-14-06		
	Print Name:	Date:	Print Name:	Date:
#11	Robert Forsberg	10-14-06		
	Print Name:	Date:	Print Name:	Date:
#42	Robert Forsberg	10-14-06		
	Print Name:	Date:	Print Name:	Date:
#31	Merle G. Cow			
	Print Name:	Date:	Print Name:	Date:
#22	Merle G. Cow			
	Print Name:	Date:	Print Name:	Date:
#64	Merle G. Cow			
	Print Name:	Date:	Print Name:	Date:
#8	Merle G. Cow			
	Print Name:	Date:	Print Name:	Date:
A204	Merle G. Cow			
	Print Name:	Date:	Print Name:	Date:

✓
#65

Brad Wilson

Brad Wilson
Print Name:

11-6-06

Date

Print Name:

Date

Print Name:

Date

Print Name:

Date

Print Name:

Date

Print Name:

Date

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Date

Print Name:

Date

Print Name:

Date

Print Name:

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Print Name:

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Print Name:

Date

Print Name:

Date

Print Name:

Date

Joyce Atkin

# 59	Joyce Atkin	10-14-06	MAURICE HADON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HADON	Date: 10-14-06 #18
# 60	LOIS B. PASSY	10-14-06	LOIS B. PASSY	10-14-06 #311
	Print Name: LOIS B. PASSY	Date: 10-14-06	Print Name: LOIS B. PASSY	Date: 10-14-06 #311
# 41	MICHAEL L. STANLEY	10-14-06	MICHAEL L. STANLEY	10-14-06 # A204
	Print Name: MICHAEL L. STANLEY	Date: 10-14-06	Print Name: MICHAEL L. STANLEY	Date: 10-14-06 # A204
# 35	DAVID W. BAILLY	10-14-06	DAVID W. BAILLY	10-14-06 # A101
	Print Name: DAVID W. BAILLY	Date: 10-14-06	Print Name: DAVID W. BAILLY	Date: 10-14-06 # A101
# 306	JACKIE HUIST	10-14-06	JACKIE HUIST	10-14-06 # A201
	Print Name: JACKIE HUIST	Date: 10-14-06	Print Name: JACKIE HUIST	Date: 10-14-06 # A201
# 4	CARL B. BROWN	10-14-06	CARL B. BROWN	10-14-06 # A201
	Print Name: CARL B. BROWN	Date: 10-14-06	Print Name: CARL B. BROWN	Date: 10-14-06 # A201
# 34	WILLIAM C. WEST	10-14-06	WILLIAM C. WEST	10-14-06 # A201
	Print Name: WILLIAM C. WEST	Date: 10-14-06	Print Name: WILLIAM C. WEST	Date: 10-14-06 # A201
# A102	SHIRLEY R. READ	10-14-06	SHIRLEY R. READ	10-14-06 # A201
	Print Name: SHIRLEY R. READ	Date: 10-14-06	Print Name: SHIRLEY R. READ	Date: 10-14-06 # A201
# 33	DOAN B. WEILAND	10-14-06	DOAN B. WEILAND	10-14-06 # A201
	Print Name: DOAN B. WEILAND	Date: 10-14-06	Print Name: DOAN B. WEILAND	Date: 10-14-06 # A201
# 41	DAVID W. BAILLY	10-14-06	DAVID W. BAILLY	10-14-06 # A201
	Print Name: DAVID W. BAILLY	Date: 10-14-06	Print Name: DAVID W. BAILLY	Date: 10-14-06 # A201
# 11	ROBERT F. BAILLY	10-14-06	ROBERT F. BAILLY	10-14-06 # A201
	Print Name: ROBERT F. BAILLY	Date: 10-14-06	Print Name: ROBERT F. BAILLY	Date: 10-14-06 # A201
# 42	MARLENE G. COLE	10-14-06	MARLENE G. COLE	10-14-06 # A201
	Print Name: MARLENE G. COLE	Date: 10-14-06	Print Name: MARLENE G. COLE	Date: 10-14-06 # A201
# 31	MARLENE G. COLE	10-14-06	MARLENE G. COLE	10-14-06 # A201
	Print Name: MARLENE G. COLE	Date: 10-14-06	Print Name: MARLENE G. COLE	Date: 10-14-06 # A201
# 22	MARLENE G. COLE	10-14-06	MARLENE G. COLE	10-14-06 # A201
	Print Name: MARLENE G. COLE	Date: 10-14-06	Print Name: MARLENE G. COLE	Date: 10-14-06 # A201
# 64	MARLENE G. COLE	10-14-06	MARLENE G. COLE	10-14-06 # A201
	Print Name: MARLENE G. COLE	Date: 10-14-06	Print Name: MARLENE G. COLE	Date: 10-14-06 # A201
# 8	MARLENE G. COLE	10-14-06	MARLENE G. COLE	10-14-06 # A201
	Print Name: MARLENE G. COLE	Date: 10-14-06	Print Name: MARLENE G. COLE	Date: 10-14-06 # A201
A204	MARLENE G. COLE	10-14-06	MARLENE G. COLE	10-14-06 # A201
	Print Name: MARLENE G. COLE	Date: 10-14-06	Print Name: MARLENE G. COLE	Date: 10-14-06 # A201

Joyce Atkin

# 51	Joyce Atkin	10-14-06	MAURICE HANON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HANON	Date: 10-14-06 #18
# 60	Lois B. Passey	10-14-06	Gene Cetou	10-14-06 #311
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: GENE CETOU	Date: 10-14-06 #311
# 41	Michael L. Stross	10-14-06	Wendy Stross	10-14-06 #A204
	Print Name: Michael L. Stross	Date: 10-14-06	Print Name: WENDY STROSS	Date: 10-14-06 #A204
# 35	David W. Bailey	10-14-06	Russell Westphal	10-14-06 #A101
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: RUSSELL WESTPHAL	Date: 10-14-06 #A101
# 5206	Jackie Huish	10-14-06	Russell Westphal	10-14-06 #A201
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: RUSSELL WESTPHAL	Date: 10-14-06 #A201
# 44	William G. Read	10-14-06	Clyde Harrison	11-6-06
	Print Name: William G. Read	Date: 10-14-06	Print Name: CLYDE HARRISON	Date: 11-6-06
# 34	Shirley Read	10-14-06		
	Print Name: Shirley Read	Date: 10-14-06	Print Name:	Date:
# 102	Joan B. Neilson	10-14-06		
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name:	Date:
# 33	David W. Bailey	10-14-06		
	Print Name: David W. Bailey	Date: 10-14-06	Print Name:	Date:
# 41	Robert Forsberg	10-14-06		
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name:	Date:
# 11	Robert Forsberg (proxy)			
	Print Name: Robert Forsberg (proxy)	Date:	Print Name:	Date:
# 41	MARLENE G. COLE			
	Print Name: MARLENE G. COLE	Date:	Print Name:	Date:
# 31	MARLENE G. COLE			
	Print Name: MARLENE G. COLE	Date:	Print Name:	Date:
# 22	MARLENE G. COLE			
	Print Name: MARLENE G. COLE	Date:	Print Name:	Date:
# 64	MARLENE G. COLE			
	Print Name: MARLENE G. COLE	Date:	Print Name:	Date:
# 8	MARLENE G. COLE			
	Print Name: MARLENE G. COLE	Date:	Print Name:	Date:
A204	MARLENE G. COLE			
	Print Name: MARLENE G. COLE	Date:	Print Name:	Date:

Joyce Atkin

#59 Joyce Atkin

Print Name

10-14-06 Date

#10 Howard Passy

Print Name

10-14-06 Date

LOIS B. Passy

Print Name

10-14-06 Date

#41 Michael L. Strass

Print Name

10-14-06 Date

#35 David W. Bailey

Print Name

10-14-06 Date

#306 Jackie Huish

Print Name

10-14-06 Date

Jackie Huish

#44 William G. Eick

Print Name

10-14-06 Date

William G. Eick

#34 Shirley Read

Print Name

10-14-06 Date

Shirley Read

#33 Joan B. Neilson

Print Name

10-14-06 Date

Joan B. Neilson

#41 David W. Eick

Print Name

10-14-06 Date

David W. Eick

#11 Robert Forsberg

Print Name

10-14-06 Date

Robert Forsberg

#41 (proxy)

Print Name

10-14-06 Date

(proxy)

#31 Merle E. Col

Print Name

10-14-06 Date

Merle E. Col

#22 Merle E. Col

Print Name

10-14-06 Date

Merle E. Col

#64 Merle E. Col

Print Name

10-14-06 Date

Merle E. Col

#8 Merle E. Col

Print Name

10-14-06 Date

Merle E. Col

A204 Merle E. Col

Print Name

10-14-06 Date

Merle E. Col

MAURICE HADON

Print Name

Date

10-14-06

Print Name

Date

10-14-06

Print Name

Date

10-14-06

Print Name

Date

10-14-06

Print Name

Date

10-14-06

Print Name

Date

10-14-06

Print Name

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10-14-06

Print Name

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10-14-06

Print Name

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Print Name

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10-14-06

Print Name

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10-14-06

Print Name

Date

10-14-06

Print Name

Date

10-14-06

Print Name

Date

10-14-06

Print Name

Date

10-14-06

Print Name

Date

RECEIVED

Joyce Atkin

#59	Joyce Atkin	10-14-06	MAURICE HADON	
	Print Name	Date:	Print Name	Date:
#60	LOUIS B. PASSY	10-14-06	10-14-06 #18	
	Print Name	Date:	Print Name	Date:
#47	Michael L. Stratos	10-14-06	10-14-06 #311	
	Print Name	Date:	Print Name	Date:
#35	Dorothy B. Bailey	10-14-06	10-14-06 #A204	
	Print Name	Date:	Print Name	Date:
#506	Jackie Huish	10-14-06	10-14-06 #A101	
	Print Name	Date:	Print Name	Date:
#4	William G. West	10-14-06	10-14-06 #A201	
	Print Name	Date:	Print Name	Date:
#34	William G. West	10-14-06	11-3-06 J-204	
	Print Name	Date:	Print Name	Date:
#4102	Shirley Read	10-14-06		
	Print Name	Date:	Print Name	Date:
#33	Glen B. Neilson	10-14-06		
	Print Name	Date:	Print Name	Date:
#41	David W. Glover	10-14-06		
	Print Name	Date:	Print Name	Date:
#11	Robert F. Fink	10-14-06		
	Print Name	Date:	Print Name	Date:
#42	Robert F. Fink (proxy)			
	Print Name	Date:	Print Name	Date:
#31	Merle G. Cow			
	Print Name	Date:	Print Name	Date:
#22	Merle G. Cow			
	Print Name	Date:	Print Name	Date:
#64	Merle G. Cow			
	Print Name	Date:	Print Name	Date:
#8	Merle G. Cow			
	Print Name	Date:	Print Name	Date:
A204	Merle G. Cow			
	Print Name	Date:	Print Name	Date:

#51	Joyce Atkin	10-14-06	MAURICE HADON		
	Print Name	Date	Print Name	Date	
#20	Charles B. Passley			10-14-06	#18
	Print Name	Date	Print Name	Date	
#47	LOIS B Passley	10-14-06	CONCEPCION	10-14-06	#311
	Print Name	Date	Print Name	Date	
#35	Michael L. Streets	10-14-06	WILLIAM STREETS	10-14-06	#204
	Print Name	Date	Print Name	Date	
#35	David W. Bailey	10-14-06	WILLIAM STREETS	10-14-06	#204
	Print Name	Date	Print Name	Date	
#306	Jackie Hursh	10-14-06	ROBERT WESTFAL	10-14-06	#101
	Print Name	Date	Print Name	Date	
#4	Carol Biddens	10-14-06	ROBERT WESTFAL	10-14-06	#201
	Print Name	Date	Print Name	Date	
#34	William C. West	10-14-06	ROBERT WESTFAL	10-14-06	#103
	Print Name	Date	Print Name	Date	
#102	Shirley Read	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	
#33	Don B. Neilson	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	
#41	David W. Taylor	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	
#11	John Taylor	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	
#41	John Taylor	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	
#31	Marlene G. Cow	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	
#22	Marlene G. Cow	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	
#64	Marlene G. Cow	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	
#8	Marlene G. Cow	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	
A206	Marlene G. Cow	10-14-06	ROBERT WESTFAL	10-14-06	
	Print Name	Date	Print Name	Date	

Joyce Atkin
#59 *Joyce Atkin* 10-14-06 *MAURICE HADON*
Print Name: Date: Print Name: Date: 10-14-06 #18

#60 *Lois B Passley* 10-14-06
Print Name: Date: Print Name: Date: 10-14-06 #11

#41 *Michael L. Starnes* 10-14-06
Print Name: Date: Print Name: Date: 10-14-06 #A204

#35 *David W. Bailey* 10-14-06
Print Name: Date: Print Name: Date: 10-14-06 #A101

#336 *Jackie Hursh* 10-14-06
Print Name: Jackie Hursh Date: Print Name: Date: 10-14-06 #A201

#44 *William G. West* 10-14-06
Print Name: Date: Print Name: Date: 10-14-06 #A104

#34 *William G. West* 10-14-06
Print Name: Date: Print Name: Date: 10-31-06

#A102 *Shirley Read* 10-14-06
Print Name: Date: Print Name: Date:

#33 *Joan B. Neilson* 10-14-06
Print Name: Date: Print Name: Date:

#41 *David H. Alder* 10-14-06
Print Name: Date: Print Name: Date:

#11 *Robert Forsting* 10-14-06
Print Name: Date: Print Name: Date:

#41 *Merle G. Cole* 10-14-06
Print Name: Date: Print Name: Date:

#31 *Merle G. Cole* 10-14-06
Print Name: Date: Print Name: Date:

#22 *Merle G. Cole* 10-14-06
Print Name: Date: Print Name: Date:

#64 *Merle G. Cole* 10-14-06
Print Name: Date: Print Name: Date:

#8 *Merle G. Cole* 10-14-06
Print Name: Date: Print Name: Date:

A204 *Merle G. Cole* 10-14-06
Print Name: Date: Print Name: Date:

Joyce Atkin

#59 Joyce Atkin 10-14-06
Print Name Date:

MAURICE HUNTON
Print Name Date:

#10 Louis B. Passery 10-14-06
Print Name Date:

10-14-06 #18
Print Name Date:

#41 Michael C. Steeles 10-14-06
Print Name Date:

10-14-06 #11
Print Name Date:

#35 David W. Bailey 10-14-06
Print Name Date:

10-14-06 #A204
Print Name Date:

#506 Jackie Huish 10-14-06
Print Name Date:

10-14-06 #A101
Print Name Date:

#34 William G. West 10-14-06
Print Name Date:

10-14-06 #J-110
Print Name Date:

#A102 Shirley Reed 10-14-06
Print Name Date:

10-30-06
Print Name Date:

#33 Joan B. Neilson 10-14-06
Print Name Date:

Print Name Date:

#41 David W. Bailey 10-14-06
Print Name Date:

Print Name Date:

#11 Robert Forberg 10-14-06
Print Name Date:

Print Name Date:

#42 Mark E. Colman 10-14-06
Print Name Date:

Print Name Date:

#31 Mark E. Colman 10-14-06
Print Name Date:

Print Name Date:

#22 Mark E. Colman 10-14-06
Print Name Date:

Print Name Date:

#64 Mark E. Colman 10-14-06
Print Name Date:

Print Name Date:

#8 Mark E. Colman 10-14-06
Print Name Date:

Print Name Date:

A204 Mark E. Colman 10-14-06
Print Name Date:

Print Name Date:

Joyce Atkin

#51	Joyce Atkin	10-14-06	MAURICE HANON	RECEIVED
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HANON	Date: 10-14-06
#10	Lois B. Passy	10-14-06	Lois B. Passy	10-14-06
	Print Name: Lois B. Passy	Date: 10-14-06	Print Name: Lois B. Passy	Date: 10-14-06
#41	Michael L. Starnes	10-14-06	Michael L. Starnes	10-14-06
	Print Name: Michael L. Starnes	Date: 10-14-06	Print Name: Michael L. Starnes	Date: 10-14-06
#35	Doreen Bailey	10-14-06	Doreen Bailey	10-14-06
	Print Name: Doreen Bailey	Date: 10-14-06	Print Name: Doreen Bailey	Date: 10-14-06
#506	Jackie Hursh	10-14-06	Jackie Hursh	10-14-06
	Print Name: Jackie Hursh	Date: 10-14-06	Print Name: Jackie Hursh	Date: 10-14-06
#4	William G. Lusk	10-14-06	William G. Lusk	10-14-06
	Print Name: William G. Lusk	Date: 10-14-06	Print Name: William G. Lusk	Date: 10-14-06
#34	William G. Lusk	10-14-06	William G. Lusk	10-14-06
	Print Name: William G. Lusk	Date: 10-14-06	Print Name: William G. Lusk	Date: 10-14-06
#A102	Starkley Reed	10-14-06	Starkley Reed	10-14-06
	Print Name: Starkley Reed	Date: 10-14-06	Print Name: Starkley Reed	Date: 10-14-06
#33	Dora B. Neilson	10-14-06	Dora B. Neilson	10-14-06
	Print Name: Dora B. Neilson	Date: 10-14-06	Print Name: Dora B. Neilson	Date: 10-14-06
#41	David W. Elder	10-14-06	David W. Elder	10-14-06
	Print Name: David W. Elder	Date: 10-14-06	Print Name: David W. Elder	Date: 10-14-06
#11	Robert Forsberg	10-14-06	Robert Forsberg	10-14-06
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name: Robert Forsberg	Date: 10-14-06
#41	Merle E. Cole	10-14-06	Merle E. Cole	10-14-06
	Print Name: Merle E. Cole	Date: 10-14-06	Print Name: Merle E. Cole	Date: 10-14-06
#31	Merle E. Cole	10-14-06	Merle E. Cole	10-14-06
	Print Name: Merle E. Cole	Date: 10-14-06	Print Name: Merle E. Cole	Date: 10-14-06
#22	Merle E. Cole	10-14-06	Merle E. Cole	10-14-06
	Print Name: Merle E. Cole	Date: 10-14-06	Print Name: Merle E. Cole	Date: 10-14-06
#44	Merle E. Cole	10-14-06	Merle E. Cole	10-14-06
	Print Name: Merle E. Cole	Date: 10-14-06	Print Name: Merle E. Cole	Date: 10-14-06
#8	Merle E. Cole	10-14-06	Merle E. Cole	10-14-06
	Print Name: Merle E. Cole	Date: 10-14-06	Print Name: Merle E. Cole	Date: 10-14-06
A206	Merle E. Cole	10-14-06	Merle E. Cole	10-14-06
	Print Name: Merle E. Cole	Date: 10-14-06	Print Name: Merle E. Cole	Date: 10-14-06

Joyce Atkin		10-14-06	MAURICE HADON	
#51	Print Name: Joyce Atkin	Date:	Print Name:	Date:
#10	LOIS B. PASSEY	10-14-06	WILLIAM HADON	10-14-06 #18
	Print Name: LOIS B. PASSEY	Date:	Print Name: WILLIAM HADON	Date:
#41	MICHAEL L. STROES	10-14-06	WILLIAM HADON	10-14-06 #111
	Print Name: MICHAEL L. STROES	Date:	Print Name: WILLIAM HADON	Date:
#35	DAVID W. BARTLEY	10-14-06	WILLIAM HADON	10-14-06 #A204
	Print Name: DAVID W. BARTLEY	Date:	Print Name: WILLIAM HADON	Date:
#306	JACKIE HURCH	10-14-06	RASHLEIGH WESTPHAL	#A101
	Print Name: JACKIE HURCH	Date:	Print Name: RASHLEIGH WESTPHAL	Date:
#34	WILLIAM G. HARRISON	10-14-06	RASHLEIGH WESTPHAL	10-14-06 #A201
	Print Name: WILLIAM G. HARRISON	Date:	Print Name: RASHLEIGH WESTPHAL	Date:
#402	SHIRLEY READ	10-14-06	LARNA HARRISON	10-30-06 A105
	Print Name: SHIRLEY READ	Date:	Print Name: LARNA HARRISON	Date:
#33	DOAN B. NEILSON	10-14-06		
	Print Name: DOAN B. NEILSON	Date:	Print Name:	Date:
#41	DAVID W. HADON	10-14-06		
	Print Name: DAVID W. HADON	Date:	Print Name:	Date:
#11	ROBERT FORSYTH	10-14-06		
	Print Name: ROBERT FORSYTH	Date:	Print Name:	Date:
#42	MERRILE E. COLE			
	Print Name: MERRILE E. COLE	Date:	Print Name:	Date:
#31	MERRILE E. COLE			
	Print Name: MERRILE E. COLE	Date:	Print Name:	Date:
#22	MERRILE E. COLE			
	Print Name: MERRILE E. COLE	Date:	Print Name:	Date:
#64	MERRILE E. COLE			
	Print Name: MERRILE E. COLE	Date:	Print Name:	Date:
#8	MERRILE E. COLE			
	Print Name: MERRILE E. COLE	Date:	Print Name:	Date:
A204	MERRILE E. COLE			
	Print Name: MERRILE E. COLE	Date:	Print Name:	Date:

Joyce Atkin

#51	Joyce Atkin	10-14-06	MAURICE HADON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HADON	Date: 10-14-06 #18
#10	Lois B. Passey	10-14-06	Lois B. Passey	10-14-06 #11
	Print Name: Lois B. Passey	Date: 10-14-06	Print Name: Lois B. Passey	Date: 10-14-06 #11
#41	Michael L. Stead	10-14-06	Michael L. Stead	10-14-06 #A204
	Print Name: Michael L. Stead	Date: 10-14-06	Print Name: Michael L. Stead	Date: 10-14-06 #A204
#35	David B. Bailey	10-14-06	David B. Bailey	10-14-06 #A101
	Print Name: David B. Bailey	Date: 10-14-06	Print Name: David B. Bailey	Date: 10-14-06 #A101
#306	Jackie Huish	10-14-06	Jackie Huish	10-14-06 #A201
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Jackie Huish	Date: 10-14-06 #A201
#4	William G. West	10-14-06	William G. West	10-14-06 #A208
	Print Name: William G. West	Date: 10-14-06	Print Name: William G. West	Date: 10-14-06 #A208
#34	William G. West	10-14-06	William G. West	10-14-06 #A208
	Print Name: William G. West	Date: 10-14-06	Print Name: William G. West	Date: 10-14-06 #A208
#102	Shirley Read	10-14-06	Shirley Read	10-14-06
	Print Name: Shirley Read	Date: 10-14-06	Print Name: Shirley Read	Date: 10-14-06
#33	Sean B. Neilson	10-14-06	Sean B. Neilson	10-14-06
	Print Name: Sean B. Neilson	Date: 10-14-06	Print Name: Sean B. Neilson	Date: 10-14-06
#41	David W. Elder	10-14-06	David W. Elder	10-14-06
	Print Name: David W. Elder	Date: 10-14-06	Print Name: David W. Elder	Date: 10-14-06
#11	Robert Forsberg	10-14-06	Robert Forsberg	10-14-06
	Print Name: Robert Forsberg	Date: 10-14-06	Print Name: Robert Forsberg	Date: 10-14-06
#41	Merle E. Cow	10-14-06	Merle E. Cow	10-14-06
	Print Name: Merle E. Cow	Date: 10-14-06	Print Name: Merle E. Cow	Date: 10-14-06
#31	Merle E. Cow	10-14-06	Merle E. Cow	10-14-06
	Print Name: Merle E. Cow	Date: 10-14-06	Print Name: Merle E. Cow	Date: 10-14-06
#22	Merle E. Cow	10-14-06	Merle E. Cow	10-14-06
	Print Name: Merle E. Cow	Date: 10-14-06	Print Name: Merle E. Cow	Date: 10-14-06
#64	Merle E. Cow	10-14-06	Merle E. Cow	10-14-06
	Print Name: Merle E. Cow	Date: 10-14-06	Print Name: Merle E. Cow	Date: 10-14-06
#8	Merle E. Cow	10-14-06	Merle E. Cow	10-14-06
	Print Name: Merle E. Cow	Date: 10-14-06	Print Name: Merle E. Cow	Date: 10-14-06
A204	Merle E. Cow	10-14-06	Merle E. Cow	10-14-06
	Print Name: Merle E. Cow	Date: 10-14-06	Print Name: Merle E. Cow	Date: 10-14-06

#54	Joyce Atkin Print Name: Joyce Atkin Date: 10-14-06	MAURICE THORNTON Print Name: MAURICE THORNTON Date: 10-14-06 #18
#60	Robert B. Passey Print Name: Robert B. Passey Date: 10-14-06	Wm. [unclear] Print Name: [unclear] Date: 10-14-06 #11
#42	Michael [unclear] Print Name: Michael [unclear] Date: 10-14-06	Wm. [unclear] Print Name: [unclear] Date: 10-14-06 #A204
#35	David W. Bailey Print Name: David W. Bailey Date: 10-14-06	Wm. [unclear] Print Name: [unclear] Date: 10-14-06 #A101
#306	Jackie Huish Print Name: Jackie Huish Date: 10-14-06	Rosell Westphal Print Name: Rosell Westphal Date: 10-14-06 #A201
#44	Carl [unclear] Print Name: Carl [unclear] Date: 10-14-06	Rosell Westphal Print Name: Rosell Westphal Date: 10-14-06
#34	William G. [unclear] Print Name: William G. [unclear] Date: 10-14-06	Rosell Westphal Print Name: Rosell Westphal Date: 10-30-06 #24
#A102	Shirley Read Print Name: Shirley Read Date: 10-14-06	
#33	Don B. Neilson Print Name: Don B. Neilson Date: 10-14-06	
#41	David [unclear] Print Name: David [unclear] Date: 10-14-06	
#11	[unclear] Print Name: [unclear] Date: 10-14-06	
#42	[unclear] (proxy) Print Name: [unclear] Date: 10-14-06	
#31	Merle G. [unclear] Print Name: Merle G. [unclear] Date: 10-14-06	
#22	Merle G. [unclear] Print Name: Merle G. [unclear] Date: 10-14-06	
#64	Merle G. [unclear] Print Name: Merle G. [unclear] Date: 10-14-06	
#8	Merle G. [unclear] Print Name: Merle G. [unclear] Date: 10-14-06	
A204	Merle G. [unclear] Print Name: Merle G. [unclear] Date: 10-14-06	

Joyce Atkin

#51	Joyce Atkin	10-14-06	MAURICE HADON	
	Print Name:	Date:	Print Name:	Date:
#60	Howard B. Passy	10-14-06	10-14-06 #18	
	Print Name:	Date:	Print Name:	Date:
#41	Michael S. Smith	10-14-06	10-14-06 #211	
	Print Name:	Date:	Print Name:	Date:
#35	David B. Bailey	10-14-06	10-14-06 #A204	
	Print Name:	Date:	Print Name:	Date:
#506	Jackie Huish	10-14-06	10-14-06 #A101	
	Print Name:	Date:	Print Name:	Date:
#4	Carol Baldwin	10-14-06	10-14-06 #A201	
	Print Name:	Date:	Print Name:	Date:
#34	William G. West	10-14-06	10-14-06 J-211	
	Print Name:	Date:	Print Name:	Date:
#A102	Shirley Read	10-14-06		
	Print Name:	Date:	Print Name:	Date:
#33	Joan B. Neilson	10-14-06		
	Print Name:	Date:	Print Name:	Date:
#41	David W. Dyer	10-14-06		
	Print Name:	Date:	Print Name:	Date:
#11	Robert Forney	10-14-06		
	Print Name:	Date:	Print Name:	Date:
#41	Robert Forney (proxy)			
	Print Name:	Date:	Print Name:	Date:
#31	Merle G. Cobb			
	Print Name:	Date:	Print Name:	Date:
#22	Merle G. Cobb			
	Print Name:	Date:	Print Name:	Date:
#64	Merle G. Cobb			
	Print Name:	Date:	Print Name:	Date:
#8	Merle G. Cobb			
	Print Name:	Date:	Print Name:	Date:
A204	Merle G. Cobb			
	Print Name:	Date:	Print Name:	Date:

Joyce Atkin

#59	Joyce Atkin	10-14-06	MAURICE HANON	
	Print Name	Date	Print Name	Date
#60	Leonard B. Passy	10-14-06	Wm. [Signature]	10-14-06 #18
	Print Name	Date	Print Name	Date
#41	Lois B. Passy	10-14-06	GENE OETON	10-14-06 #311
	Print Name	Date	Print Name	Date
#42	Michael [Signature]	10-14-06	Wm. [Signature]	10-14-06 #304
	Print Name	Date	Print Name	Date
#35	David W. Bailey	10-14-06	Wm. [Signature]	10-14-06 #A201
	Print Name	Date	Print Name	Date
#5206	Jackie Huish	10-14-06	Russell Westphal	10-14-06 #A201
	Print Name	Date	Print Name	Date
#44	Carol [Signature]	10-14-06	Russell Westphal	10-14-06 #16
	Print Name	Date	Print Name	Date
#34	William G. West	10-14-06	Robert L. Steele	
	Print Name	Date	Print Name	Date
#102	Shirley Read	10-14-06		
	Print Name	Date	Print Name	Date
#33	Gordon B. Nelson	10-14-06		
	Print Name	Date	Print Name	Date
#41	David [Signature]	10-14-06		
	Print Name	Date	Print Name	Date
#11	Robert Forsting	10-14-06		
	Print Name	Date	Print Name	Date
#42	[Signature] (proxy)			
	Print Name	Date	Print Name	Date
#31	MERLE G. COLE			
	Print Name	Date	Print Name	Date
#22	MERLE G. COLE			
	Print Name	Date	Print Name	Date
#64	MERLE G. COLE			
	Print Name	Date	Print Name	Date
#8	MERLE G. COLE			
	Print Name	Date	Print Name	Date
A206	MERLE G. COLE			
	Print Name	Date	Print Name	Date

#59	Joyce Atkin Print Name: Joyce Atkin Date: 10-14-06	MAURICE HADON Print Name: MAURICE HADON Date: 10-14-06 #18
#60	LOIS B. PASSY Print Name: LOIS B. PASSY Date: 10-14-06	GENE OETON Print Name: GENE OETON Date: 10-14-06 #311
#41	MICHAEL L. STARRS Print Name: MICHAEL L. STARRS Date: 10-14-06	WILLIAM STARRS Print Name: WILLIAM STARRS Date: 10-14-06 #A304
#35	DAVID W. GILBY Print Name: DAVID W. GILBY Date: 10-14-06	ROBERT WESTFALL Print Name: ROBERT WESTFALL Date: 10-14-06 #A101
#5306	JACKIE HUGH Print Name: JACKIE HUGH Date: 10-14-06	ROBERT WESTFALL Print Name: ROBERT WESTFALL Date: 10-14-06 #A201
#44	WILLIAM G. LESTER Print Name: WILLIAM G. LESTER Date: 10-14-06	DAVID WESTFALL Print Name: DAVID WESTFALL Date: 10-14-06 #A103
#34	SHIRLEY READ Print Name: SHIRLEY READ Date: 10-14-06	
#A102	JOAN B. NELSON Print Name: JOAN B. NELSON Date: 10-14-06	
#33	DAVID BLOCH Print Name: DAVID BLOCH Date: 10-14-06	
#11	ROBERT KIRBY Print Name: ROBERT KIRBY Date: 10-14-06	
#42	MERLE E. COLE Print Name: MERLE E. COLE Date: 10-14-06	
#31	MERLE E. COLE Print Name: MERLE E. COLE Date: 10-14-06	
#22	MERLE E. COLE Print Name: MERLE E. COLE Date: 10-14-06	
#61	MERLE E. COLE Print Name: MERLE E. COLE Date: 10-14-06	
#8	MERLE E. COLE Print Name: MERLE E. COLE Date: 10-14-06	
A704	MERLE E. COLE Print Name: MERLE E. COLE Date: 10-14-06	

Joyce Atkin

#59	Joyce Atkin	10-14-06	MAURICE HUNTON		
	Print Name	Date:	Print Name	Date:	
#60	Lois B. Passery	10-14-06	Wm. [Signature]	10-14-06 #18	
	Print Name	Date:	Print Name	Date:	
#41	Michael [Signature]	10-14-06	GENE ORTON	10-14-06 #311	
	Print Name	Date:	Print Name	Date:	
#35	David B. Bailey	10-14-06	Wm. [Signature]	10-14-06 #A304	
	Print Name	Date:	Print Name	Date:	
#5206	Jackie Thuish	10-14-06	Patricia Westphal	10-14-06 #A101	
	Print Name	Date:	Print Name	Date:	
#4	Carl [Signature]	10-14-06	Ronald W. [Signature]	10-14-06 #A201	
	Print Name	Date:	Print Name	Date:	
#34	William G. [Signature]	10-14-06	Ronald W. [Signature]	10-14-06	
	Print Name	Date:	Print Name	Date:	
#702	Shirley Read	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	
#33	Joan B. Neilson	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	
#41	David [Signature]	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	
#11	[Signature]	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	
#42	[Signature]	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	
#31	[Signature]	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	
#22	[Signature]	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	
#64	[Signature]	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	
#8	[Signature]	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	
A704	[Signature]	10-14-06	Elaine Kensi [Signature]	10-28-06 #39	
	Print Name	Date:	Print Name	Date:	

Joyce Atkin

#59	Joyce Atkin	10-14-06	MAURICE THORNTON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE THORNTON	Date: 10-14-06 #18
#60	Lowell B. Passerly	10-14-06	Gene Oerton	10-14-06 #311
	Print Name: Lowell B. Passerly	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06 #311
#41	Michael L. Strickland	10-14-06	Gene Oerton	10-14-06 #304
	Print Name: Michael L. Strickland	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06 #304
#35	David W. Bailey	10-14-06	Gene Oerton	10-14-06 #A101
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06 #A101
#306	Jackie Hursh	10-14-06	Gene Oerton	10-14-06 #A201
	Print Name: Jackie Hursh	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06 #A201
#4	William G. West	10-14-06	Gene Oerton	10-14-06 #J107
	Print Name: William G. West	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06 #J107
#34	Shirley Reed	10-14-06	Gene Oerton	
	Print Name: Shirley Reed	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06
#33	Sean B. Neilson	10-14-06	Gene Oerton	
	Print Name: Sean B. Neilson	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06
#41	David O. Oyster	10-14-06	Gene Oerton	
	Print Name: David O. Oyster	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06
#11	Robert K. Korb	10-14-06	Gene Oerton	
	Print Name: Robert K. Korb	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06
#42	Merle G. Col	10-14-06	Gene Oerton	
	Print Name: Merle G. Col	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06
#31	Merle G. Col	10-14-06	Gene Oerton	
	Print Name: Merle G. Col	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06
#22	Merle G. Col	10-14-06	Gene Oerton	
	Print Name: Merle G. Col	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06
#64	Merle G. Col	10-14-06	Gene Oerton	
	Print Name: Merle G. Col	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06
#8	Merle G. Col	10-14-06	Gene Oerton	
	Print Name: Merle G. Col	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06
A204	Merle G. Col	10-14-06	Gene Oerton	
	Print Name: Merle G. Col	Date: 10-14-06	Print Name: Gene Oerton	Date: 10-14-06

#51	Joyce Atkin Print Name: Joyce Atkin Date: 10-14-06	MAURICE HATTON Print Name: MAURICE HATTON Date: 10-14-06 #18
#60	Charles B. Passey Print Name: Charles B. Passey Date: 10-14-06	Gene Dorton Print Name: Gene Dorton Date: 10-14-06 #311
#41	Michael L. Strass Print Name: Michael L. Strass Date: 10-14-06	Wm. Schuler Print Name: Wm. Schuler Date: 10-14-06 #204
#35	David W. Bailey Print Name: David W. Bailey Date: 10-14-06	Wm. Schuler Print Name: Wm. Schuler Date: 10-14-06 #204
#506	Jackie Hursh Print Name: Jackie Hursh Date: 10-14-06	Roswell Westphal Print Name: Roswell Westphal Date: 10-14-06 #A101
#4	William G. Lister Print Name: William G. Lister Date: 10-14-06	Roswell Westphal Print Name: Roswell Westphal Date: 10-14-06 #A201
#34	William G. Lister Print Name: William G. Lister Date: 10-14-06	Scott Hone Print Name: Scott Hone Date: 10-27-06
#102	Shirley Reed Print Name: Shirley Reed Date: 10-14-06	
#33	Joan B. Neilson Print Name: Joan B. Neilson Date: 10-14-06	
#41	David W. Bailey Print Name: David W. Bailey Date: 10-14-06	
#11	Robert Farley Print Name: Robert Farley Date: 10-14-06	
#42	Robert Farley (proxy) Print Name: Robert Farley (proxy) Date: 10-14-06	
#31	Merle E. Cole Print Name: Merle E. Cole Date: 10-14-06	
#22	Merle E. Cole Print Name: Merle E. Cole Date: 10-14-06	
#64	Merle E. Cole Print Name: Merle E. Cole Date: 10-14-06	
#8	Merle E. Cole Print Name: Merle E. Cole Date: 10-14-06	
A204	Merle E. Cole Print Name: Merle E. Cole Date: 10-14-06	

Joyce Atkin

#51 Joyce Atkin

Print Name

10-14-06

MAURICE HADON

Print Name

Date:

#60 Louis B Passey

Print Name

10-14-06

Print Name

Date:

10-14-06 #18

#41 Michael C. Starnes

Print Name

10-14-06

Print Name

Date:

10-14-06 #311

#35 David W. Bailey

Print Name

10-14-06

Print Name

Date:

10-14-06 #A204

#506 Jackie Hursh

Print Name

10-14-06

Print Name

Date:

10-14-06 #A101

Carla Belden

Print Name

10-14-06

Print Name

Date:

10-14-06 #A201

#44 William G. West

Print Name

10-14-06

Print Name

Date:

10-14-06

#34 Shirley Reed

Print Name

10-14-06

Print Name

Date:

10-28-03 J203

#4102 Joan B. Neilson

Print Name

10-14-06

Print Name

Date:

#33 David P. Hager

Print Name

10-14-06

Print Name

Date:

#41 Robert Toribio

Print Name

10-14-06

Print Name

Date:

#11 Mark E. Colton

Print Name

10-14-06

Print Name

Date:

#42 Mark E. Colton

Print Name

10-14-06

Print Name

Date:

#31 Mark E. Colton

Print Name

10-14-06

Print Name

Date:

#22 Mark E. Colton

Print Name

10-14-06

Print Name

Date:

#64 Mark E. Colton

Print Name

10-14-06

Print Name

Date:

#8 Mark E. Colton

Print Name

10-14-06

Print Name

Date:

A204 Mark E. Colton

Print Name

10-14-06

Print Name

Date:

#51	Joyce Atkin	10-14-06	MAURICE THORN	
	Print Name	Date	Print Name	Date
#10	James B. Passy		10-14-06 #18	
	Print Name	Date	Print Name	Date
#42	LOIS B Passy	10-14-06	#18	
	Print Name	Date	Print Name	Date
#42	Michael L. Stevens	10-14-06	GENE OZON	10-14-06 #311
	Print Name	Date	Print Name	Date
#35	David W. Bailey	10-14-06	Wm. [unclear]	10-14-06 #A204
	Print Name	Date	Print Name	Date
#330	Jackie Huish	10-14-06	Wm. [unclear]	10-14-06 #A101
	Print Name	Date	Print Name	Date
#4	Carol Carver	10-14-06	Rachel Westphal	10-14-06 #A201
	Print Name	Date	Print Name	Date
#34	William G. Carver	10-14-06	Rachel Westphal	10-14-06
	Print Name	Date	Print Name	Date
#A102	Shirley Read	10-14-06	Carol Carver	11-02-06 J#103
	Print Name	Date	Print Name	Date
#33	Don B. Neilson	10-14-06		
	Print Name	Date	Print Name	Date
#41	David W. Bailey	10-14-06		
	Print Name	Date	Print Name	Date
#11	David W. Bailey	10-14-06		
	Print Name	Date	Print Name	Date
#42	David W. Bailey	10-14-06		
	Print Name	Date	Print Name	Date
#31	David W. Bailey	10-14-06		
	Print Name	Date	Print Name	Date
#22	David W. Bailey	10-14-06		
	Print Name	Date	Print Name	Date
#64	David W. Bailey	10-14-06		
	Print Name	Date	Print Name	Date
#8	David W. Bailey	10-14-06		
	Print Name	Date	Print Name	Date
A204	David W. Bailey	10-14-06		
	Print Name	Date	Print Name	Date

Joyce Atkin			
# 51	Joyce Atkin	10-14-06	MAURICE HURON
	Print Name	Date	Print Name
# 10	Leah B. Passey	10-14-06	10-14-06 #18
	Print Name	Date	Print Name
# 41	Leah B. Passey	10-14-06	10-14-06 #311
	Print Name	Date	Print Name
# 35	Michael L. Strass	10-14-06	10-14-06 #A204
	Print Name	Date	Print Name
# 36	David W. Bailey	10-14-06	10-14-06 #A101
	Print Name	Date	Print Name
# 306	Jackie Hursh	10-14-06	10-14-06 #A201
	Print Name	Date	Print Name
# 64	Carol Peterson	10-14-06	10-14-06 #25
	Print Name	Date	Print Name
# 34	William G. Lake	10-14-06	10-30-06
	Print Name	Date	Print Name
# A102	Shirley Reed	10-14-06	
	Print Name	Date	Print Name
# 33	Dean B. Neilson	10-14-06	
	Print Name	Date	Print Name
# 41	David H. Elder	10-14-06	
	Print Name	Date	Print Name
# 11	Robert Forsberg	10-14-06	
	Print Name	Date	Print Name
# 41	Mark E. Color	10-14-06	
	Print Name	Date	Print Name
# 31	Mark E. Color	10-14-06	
	Print Name	Date	Print Name
# 22	Mark E. Color	10-14-06	
	Print Name	Date	Print Name
# 64	Mark E. Color	10-14-06	
	Print Name	Date	Print Name
# 8	Mark E. Color	10-14-06	
	Print Name	Date	Print Name
A204	Mark E. Color	10-14-06	
	Print Name	Date	Print Name

Joyce Atkin

#59 Joyce Atkin

Print Name

10-14-06

Date

MAURICE HADON

Print Name

Date

#50 Leonard B. Passay

Print Name

10-14-06

Date

Wm. [Signature]

Print Name

10-14-06 #18

Date

Lois B. Passay

Print Name

10-14-06

Date

Gene [Signature]

Print Name

10-14-06 #11

Date

#41 Michael [Signature]

Print Name

10-14-06

Date

Wm. [Signature]

Print Name

10-14-06 #204

Date

Michael [Signature]

Print Name

10-14-06

Date

Wm. [Signature]

Print Name

10-14-06 #A204

Date

#35 David W. Bailey

Print Name

10-14-06

Date

Wm. [Signature]

Print Name

10-14-06 #A101

Date

#300 Jackie Huish

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

Jackie Huish

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#44 [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#34 William G. [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#A102 Shirley Read

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

Shirley Read

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#33 Joan B. Neilson

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

Joan B. Neilson

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#41 David [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

David [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#11 [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

[Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#41 [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

[Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#31 [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

[Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#22 [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

[Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#64 [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

[Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

#8 [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

[Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

A706 [Signature]

Print Name

10-14-06

Date

Robert [Signature]

Print Name

10-14-06

Date

[Signature]

Joyce Atkin

#59	Joyce Atkin	10-14-06	MAURICE HANON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HANON	Date: 10-14-06 #18
#60	Linard B. Passley		Linard B. Passley	
	Print Name: Linard B. Passley	Date: 10-14-06	Print Name: Linard B. Passley	Date: 10-14-06 #11
#41	Michael L. Stearns	10-14-06	Michael L. Stearns	
	Print Name: Michael L. Stearns	Date: 10-14-06	Print Name: Michael L. Stearns	Date: 10-14-06 #A204
#35	David B. Bailey	10-14-06	David B. Bailey	
	Print Name: David B. Bailey	Date: 10-14-06	Print Name: David B. Bailey	Date: 10-14-06 #A101
#506	Jackie Huish	10-14-06	Jackie Huish	
	Print Name: Jackie Huish	Date: 10-14-06	Print Name: Jackie Huish	Date: 10-14-06 #A201
#4	William G. West	10-14-06	William G. West	
	Print Name: William G. West	Date: 10-14-06	Print Name: William G. West	Date: 10-14-06 #30
#34	William G. West	10-14-06	William G. West	
	Print Name: William G. West	Date: 10-14-06	Print Name: William G. West	Date: 10-14-06 #30
#A102	Spencer Read	10-14-06	Spencer Read	
	Print Name: Spencer Read	Date: 10-14-06	Print Name: Spencer Read	Date: 10-14-06
#33	Joan B. Neilson	10-14-06	Joan B. Neilson	
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name: Joan B. Neilson	Date: 10-14-06
#41	David H. Blair	10-14-06	David H. Blair	
	Print Name: David H. Blair	Date: 10-14-06	Print Name: David H. Blair	Date: 10-14-06
#11	Robert F. Fink	10-14-06	Robert F. Fink	
	Print Name: Robert F. Fink	Date: 10-14-06	Print Name: Robert F. Fink	Date: 10-14-06
#42	Mark G. Cole		Mark G. Cole	
	Print Name: Mark G. Cole	Date: 10-14-06	Print Name: Mark G. Cole	Date: 10-14-06
#31	Mark G. Cole		Mark G. Cole	
	Print Name: Mark G. Cole	Date: 10-14-06	Print Name: Mark G. Cole	Date: 10-14-06
#22	Mark G. Cole		Mark G. Cole	
	Print Name: Mark G. Cole	Date: 10-14-06	Print Name: Mark G. Cole	Date: 10-14-06
#64	Mark G. Cole		Mark G. Cole	
	Print Name: Mark G. Cole	Date: 10-14-06	Print Name: Mark G. Cole	Date: 10-14-06
#8	Mark G. Cole		Mark G. Cole	
	Print Name: Mark G. Cole	Date: 10-14-06	Print Name: Mark G. Cole	Date: 10-14-06
A204	Mark G. Cole		Mark G. Cole	
	Print Name: Mark G. Cole	Date: 10-14-06	Print Name: Mark G. Cole	Date: 10-14-06

Joyce Atkin.

#51	Joyce Atkin	10-14-06	MAURICE HADON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HADON	Date: 10-14-06 #18
#60	Amos B. Passey		Amos B. Passey	
	Print Name: Amos B. Passey	Date: 10-14-06	Print Name: Amos B. Passey	Date: 10-14-06 #11
#42	Michael L. Stevens	10-14-06	Michael L. Stevens	
	Print Name: Michael L. Stevens	Date: 10-14-06	Print Name: Michael L. Stevens	Date: 10-14-06 #204
#35	David W. Bailey	10-14-06	David W. Bailey	
	Print Name: David W. Bailey	Date: 10-14-06	Print Name: David W. Bailey	Date: 10-14-06 #A101
#306	Jackie Hursh	10-14-06	Jackie Hursh	
	Print Name: Jackie Hursh	Date: 10-14-06	Print Name: Jackie Hursh	Date: 10-14-06 #A201
#4	Carol B. Stevens	10-14-06	Carol B. Stevens	
	Print Name: Carol B. Stevens	Date: 10-14-06	Print Name: Carol B. Stevens	Date: 10-14-06
#34	William G. Stevens	10-14-06	William G. Stevens	
	Print Name: William G. Stevens	Date: 10-14-06	Print Name: William G. Stevens	Date: 10-14-06 #27
#102	Shirley R. Stevens	10-14-06	Shirley R. Stevens	
	Print Name: Shirley R. Stevens	Date: 10-14-06	Print Name: Shirley R. Stevens	Date: 10-14-06
#33	Don B. Neilson	10-14-06	Don B. Neilson	
	Print Name: Don B. Neilson	Date: 10-14-06	Print Name: Don B. Neilson	Date: 10-14-06
#41	David H. Stevens	10-14-06	David H. Stevens	
	Print Name: David H. Stevens	Date: 10-14-06	Print Name: David H. Stevens	Date: 10-14-06
#11	Robert F. Stevens	10-14-06	Robert F. Stevens	
	Print Name: Robert F. Stevens	Date: 10-14-06	Print Name: Robert F. Stevens	Date: 10-14-06
#42	Merle G. Stevens		Merle G. Stevens	
	Print Name: Merle G. Stevens	Date: 10-14-06	Print Name: Merle G. Stevens	Date: 10-14-06
#31	Merle G. Stevens		Merle G. Stevens	
	Print Name: Merle G. Stevens	Date: 10-14-06	Print Name: Merle G. Stevens	Date: 10-14-06
#22	Merle G. Stevens		Merle G. Stevens	
	Print Name: Merle G. Stevens	Date: 10-14-06	Print Name: Merle G. Stevens	Date: 10-14-06
#64	Merle G. Stevens		Merle G. Stevens	
	Print Name: Merle G. Stevens	Date: 10-14-06	Print Name: Merle G. Stevens	Date: 10-14-06
#8	Merle G. Stevens		Merle G. Stevens	
	Print Name: Merle G. Stevens	Date: 10-14-06	Print Name: Merle G. Stevens	Date: 10-14-06
A204	Merle G. Stevens		Merle G. Stevens	
	Print Name: Merle G. Stevens	Date: 10-14-06	Print Name: Merle G. Stevens	Date: 10-14-06

Joyce Atkin

#51	Joyce Atkin	10-14-06	MAURICE HUNTER	
#60	Linard B. Passey	10-14-06	MAURICE HUNTER	10-14-06 #18
#41	Michael L. Passey	10-14-06	MAURICE HUNTER	10-14-06 #11
#35	David W. Passey	10-14-06	MAURICE HUNTER	10-14-06 #A304
#306	Jackie Huish	10-14-06	MAURICE HUNTER	10-14-06 #A101
#4	William G. West	10-14-06	MAURICE HUNTER	10-14-06 #A201
#34	William G. West	10-14-06	MAURICE HUNTER	10-14-06 #A201
#A102	Shirley R. West	10-14-06	MAURICE HUNTER	11/2/06 #63
#33	Boan B. Neilson	10-14-06	MAURICE HUNTER	
#A1	David W. Neilson	10-14-06	MAURICE HUNTER	
#11	Robert F. Neilson	10-14-06	MAURICE HUNTER	
#41	Robert F. Neilson	10-14-06	MAURICE HUNTER	
#31	Merle E. Colv	10-14-06	MAURICE HUNTER	
#22	Merle E. Colv	10-14-06	MAURICE HUNTER	
#64	Merle E. Colv	10-14-06	MAURICE HUNTER	
#8	Merle E. Colv	10-14-06	MAURICE HUNTER	
A706	Merle E. Colv	10-14-06	MAURICE HUNTER	

Joyce Atkin

#51	Joyce Atkin	10-14-06	MAURICE HANON	
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HANON	Date: 10-14-06 #18
#10	David B. Passey	10-14-06	DAVID B. PASSEY	10-14-06 #11
	Print Name: David B. Passey	Date: 10-14-06	Print Name: DAVID B. PASSEY	Date: 10-14-06 #11
#41	Michael L. Passey	10-14-06	MICHAEL L. PASSEY	10-14-06 #204
	Print Name: Michael L. Passey	Date: 10-14-06	Print Name: MICHAEL L. PASSEY	Date: 10-14-06 #204
#35	David B. Passey	10-14-06	DAVID B. PASSEY	10-14-06 #A101
	Print Name: David B. Passey	Date: 10-14-06	Print Name: DAVID B. PASSEY	Date: 10-14-06 #A101
#306	Jackie Hursh	10-14-06	JACKIE HURSH	10-14-06 #A201
	Print Name: Jackie Hursh	Date: 10-14-06	Print Name: JACKIE HURSH	Date: 10-14-06 #A201
#34	William G. Read	10-14-06	WILLIAM G. READ	10-14-06 #J210
	Print Name: William G. Read	Date: 10-14-06	Print Name: WILLIAM G. READ	Date: 10-14-06 #J210
#A102	Shirley Read	10-14-06	SHIRLEY READ	10-14-06
	Print Name: Shirley Read	Date: 10-14-06	Print Name: SHIRLEY READ	Date: 10-14-06
#33	Joan B. Neilson	10-14-06	JOAN B. NEILSON	10-14-06
	Print Name: Joan B. Neilson	Date: 10-14-06	Print Name: JOAN B. NEILSON	Date: 10-14-06
#41	David H. Hager	10-14-06	DAVID H. HAGER	10-14-06
	Print Name: David H. Hager	Date: 10-14-06	Print Name: DAVID H. HAGER	Date: 10-14-06
#11	Robert Hager	10-14-06	ROBERT HAGER	10-14-06
	Print Name: Robert Hager	Date: 10-14-06	Print Name: ROBERT HAGER	Date: 10-14-06
#41	Robert Hager (proxy)	10-14-06	ROBERT HAGER (proxy)	10-14-06
	Print Name: Robert Hager (proxy)	Date: 10-14-06	Print Name: ROBERT HAGER (proxy)	Date: 10-14-06
#31	Marlene G. Cow	10-14-06	MARLENE G. COW	10-14-06
	Print Name: Marlene G. Cow	Date: 10-14-06	Print Name: MARLENE G. COW	Date: 10-14-06
#22	Marlene G. Cow	10-14-06	MARLENE G. COW	10-14-06
	Print Name: Marlene G. Cow	Date: 10-14-06	Print Name: MARLENE G. COW	Date: 10-14-06
#64	Marlene G. Cow	10-14-06	MARLENE G. COW	10-14-06
	Print Name: Marlene G. Cow	Date: 10-14-06	Print Name: MARLENE G. COW	Date: 10-14-06
#8	Marlene G. Cow	10-14-06	MARLENE G. COW	10-14-06
	Print Name: Marlene G. Cow	Date: 10-14-06	Print Name: MARLENE G. COW	Date: 10-14-06
A204	Marlene G. Cow	10-14-06	MARLENE G. COW	10-14-06
	Print Name: Marlene G. Cow	Date: 10-14-06	Print Name: MARLENE G. COW	Date: 10-14-06

#59	Joyce Atkin	10-14-06	MAURICE HUNTER		
	Print Name: Joyce Atkin	Date: 10-14-06	Print Name: MAURICE HUNTER	Date: 10-14-06	#18
#60	LOUIS B. PASSEY	10-14-06	LOUIS B. PASSEY	10-14-06	#311
	Print Name: LOUIS B. PASSEY	Date: 10-14-06	Print Name: LOUIS B. PASSEY	Date: 10-14-06	#311
#41	MICHAEL L. STORACE	10-14-06	MICHAEL L. STORACE	10-14-06	#A204
	Print Name: MICHAEL L. STORACE	Date: 10-14-06	Print Name: MICHAEL L. STORACE	Date: 10-14-06	#A204
#35	DAVID L. BAILEY	10-14-06	DAVID L. BAILEY	10-14-06	#A101
	Print Name: DAVID L. BAILEY	Date: 10-14-06	Print Name: DAVID L. BAILEY	Date: 10-14-06	#A101
#306	JACKIE THURSH	10-14-06	JACKIE THURSH	10-14-06	#A201
	Print Name: JACKIE THURSH	Date: 10-14-06	Print Name: JACKIE THURSH	Date: 10-14-06	#A201
#4	WILLIAM G. LESTER	10-14-06	WILLIAM G. LESTER	10-14-06	#66
	Print Name: WILLIAM G. LESTER	Date: 10-14-06	Print Name: WILLIAM G. LESTER	Date: 10-14-06	#66
#34	WILLIAM G. LESTER	10-14-06	WILLIAM G. LESTER	10-14-06	
	Print Name: WILLIAM G. LESTER	Date: 10-14-06	Print Name: WILLIAM G. LESTER	Date: 10-14-06	
#A102	SKIRLEY READ	10-14-06	SKIRLEY READ	10-14-06	
	Print Name: SKIRLEY READ	Date: 10-14-06	Print Name: SKIRLEY READ	Date: 10-14-06	
#33	DOAN B. NEILSON	10-14-06	DOAN B. NEILSON	10-14-06	
	Print Name: DOAN B. NEILSON	Date: 10-14-06	Print Name: DOAN B. NEILSON	Date: 10-14-06	
#41	DAVID BLAIR	10-14-06	DAVID BLAIR	10-14-06	
	Print Name: DAVID BLAIR	Date: 10-14-06	Print Name: DAVID BLAIR	Date: 10-14-06	
#11	ROBERT FORSYTH	10-14-06	ROBERT FORSYTH	10-14-06	
	Print Name: ROBERT FORSYTH	Date: 10-14-06	Print Name: ROBERT FORSYTH	Date: 10-14-06	
#41	MARIE E. COLE	10-14-06	MARIE E. COLE	10-14-06	
	Print Name: MARIE E. COLE	Date: 10-14-06	Print Name: MARIE E. COLE	Date: 10-14-06	
#31	MARIE E. COLE	10-14-06	MARIE E. COLE	10-14-06	
	Print Name: MARIE E. COLE	Date: 10-14-06	Print Name: MARIE E. COLE	Date: 10-14-06	
#22	MARIE E. COLE	10-14-06	MARIE E. COLE	10-14-06	
	Print Name: MARIE E. COLE	Date: 10-14-06	Print Name: MARIE E. COLE	Date: 10-14-06	
#64	MARIE E. COLE	10-14-06	MARIE E. COLE	10-14-06	
	Print Name: MARIE E. COLE	Date: 10-14-06	Print Name: MARIE E. COLE	Date: 10-14-06	
#8	MARIE E. COLE	10-14-06	MARIE E. COLE	10-14-06	
	Print Name: MARIE E. COLE	Date: 10-14-06	Print Name: MARIE E. COLE	Date: 10-14-06	
A204	MARIE E. COLE	10-14-06	MARIE E. COLE	10-14-06	
	Print Name: MARIE E. COLE	Date: 10-14-06	Print Name: MARIE E. COLE	Date: 10-14-06	

Joyce Atkin

#51 Joyce Atkin
Print Name: Joyce Atkin

10-14-06
Date:

MAURICE HADON
Print Name: MAURICE HADON

10-14-06 #18
Date:

#20 Loid B Passy
Print Name: Loid B Passy

10-14-06
Date:

W. H. H. H.
Print Name: W. H. H. H.

10-14-06 #11
Date:

#41 Michael L. Strass
Print Name: Michael L. Strass

10-14-06
Date:

W. H. H. H.
Print Name: W. H. H. H.

10-14-06 #A304
Date:

#35 David W. Bailey
Print Name: David W. Bailey

10-14-06
Date:

W. H. H. H.
Print Name: W. H. H. H.

10-14-06 #A101
Date:

#506 Jackie Hursh
Print Name: Jackie Hursh

10-14-06
Date:

Rashell Westphal
Print Name: Rashell Westphal

10-14-06 #A201
Date:

#44 William C. West
Print Name: William C. West

10-14-06
Date:

Rashell Westphal
Print Name: Rashell Westphal

11/4/06 #22
Date:

#34 Shirley Read
Print Name: Shirley Read

10-14-06
Date:

RAYMOND KELLY
Print Name: RAYMOND KELLY

Date:

#102 Joan B. Neilson
Print Name: Joan B. Neilson

10-14-06
Date:

Print Name:

Date:

#33 David W. Bailey
Print Name: David W. Bailey

10-14-06
Date:

Print Name:

Date:

#41 David W. Bailey
Print Name: David W. Bailey

10-14-06
Date:

Print Name:

Date:

#11 Robert Forsberg
Print Name: Robert Forsberg

10-14-06
Date:

Print Name:

Date:

#42 Mary G. Cole
Print Name: Mary G. Cole

10-14-06
Date:

Print Name:

Date:

#31 Mary G. Cole
Print Name: Mary G. Cole

10-14-06
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Print Name:

Date:

#22 Mary G. Cole
Print Name: Mary G. Cole

10-14-06
Date:

Print Name:

Date:

#44 Mary G. Cole
Print Name: Mary G. Cole

10-14-06
Date:

Print Name:

Date:

#8 Mary G. Cole
Print Name: Mary G. Cole

10-14-06
Date:

Print Name:

Date:

A206 Mary G. Cole
Print Name: Mary G. Cole

10-14-06
Date:

Print Name:

Date:

#59	Joyce Atkin	10-14-06	MAURICE HUBB	
	Print Name	Date	Print Name	Date
#10	Joseph B. Passy			10-14-06 #18
	Print Name	Date	Print Name	Date
#41	Michael L. Stevens	10-14-06	GENE ORTON	10-14-06 #311
	Print Name	Date	Print Name	Date
#35	David W. Bailey	10-14-06	WILLIAM S. HUBB	10-14-06 #A204
	Print Name	Date	Print Name	Date
#506	Jackie Huish	10-14-06	ROBERT WESTPHAL	#A101
	Print Name	Date	Print Name	Date
#4	Carol B. Belding	10-14-06	ROBERT WESTPHAL	10-14-06 #A201
	Print Name	Date	Print Name	Date
#34	William G. West	10-14-06	DALE WHITE	10-14-06 #19
	Print Name	Date	Print Name	Date
#A102	Shirley Read	10-14-06	LEE STEPHENS	11-8-06 #12
	Print Name	Date	Print Name	Date
#33	Joan B. Neilson	10-14-06		
	Print Name	Date	Print Name	Date
#41	David B. Belding	10-14-06		
	Print Name	Date	Print Name	Date
#11	Robert B. Belding	10-14-06		
	Print Name	Date	Print Name	Date
#41	Robert B. Belding	10-14-06		
	Print Name	Date	Print Name	Date
#31	Merle G. Cole			
	Print Name	Date	Print Name	Date
#22	Merle G. Cole			
	Print Name	Date	Print Name	Date
#64	Merle G. Cole			
	Print Name	Date	Print Name	Date
#8	Merle G. Cole			
	Print Name	Date	Print Name	Date
A204	Merle G. Cole			
	Print Name	Date	Print Name	Date

Print Name	Date:	Cathy Tarbut	11/3/06 #A205
Print Name	Date:	Print Name:	Date:
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Print Name:	Date:	Print Name:	Date:
Print Name:	Date:	Print Name:	Date:
Print Name:	Date:	Print Name:	Date:

Ala Stone
MIKE STONE 8/14/2006

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Print Name: _____	Date: _____	Print Name: _____	Date: _____
Print Name: _____	Date: _____	Print Name: _____	Date: _____
Print Name: _____	Date: _____	Print Name: _____	Date: _____

EXHIBIT A

Willow Run Resort Condominiums, Phase I:

Beginning at a point on the East line of Valley View Drive, said point being S 0°40'10" E 144.96 feet along the center section line and West 133.12 feet from the center of Section 26, Township 42 South, Range 16 West, S.T.R. 6 & M. and running thence along the East line of Valley View Drive N 32°27'00" E 193.46 feet to the true point of beginning and proceeding along Valley View Drive as follows: N 32°27'00" E 293.54 feet; thence S 57°33'00" E 70.50 feet; thence S 32°27'00" W 35.00 feet; thence S 57°33'00" E 228.29 feet; thence S 10°50'18" E 142.02 feet; thence S 44°36'48" W 117.73 feet; thence S 79°38'29" W 74.03 feet; thence N 44°36'48" W 70.28 feet; thence N 10°43'09" W 11.50 feet; thence N 57°33'00" W 142.65 feet, to a point of curvature of a 16.00 ft. radius curve to the left (radius point bears S 32°27'00" W) and running along said curve 25.13 feet; thence N 57°33'00" W 74.30 feet to the true point of beginning. Containing: 2.170 acres.

Willow Run Resort Condominiums, Phase II (Amended):

Beginning at a point in the Easterly right of way line of Valley View Drive, said point being S 0°40'10" E 34.023 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence N 32°27' E 262.005 feet along said Valley View Drive to the westerly line of Willow Run Resort Condominiums Phase I; thence along said Westerly line as follows: S 57°33' E 74.50 feet to a point of a 16.00 feet radius curve to the right, the radius point of which bears S 57°33' E; thence easterly 25.13 feet along the arc of said curve to the point of tangency; thence S 57°33' E 149.65 feet; thence S 10°43'09" E 11.50 feet; thence S 44°36'48" E 6.13 feet; thence leaving said Phase I line S 32°27' W 118.85 feet; thence S 77°27' W 56.57 feet; thence N 57°33' W 141.50 feet; thence S 32°27' W 109.40 feet; thence N 57°33' W 72.50 feet to the point of beginning. Containing 1.116 acres.

Willow Run Resort Condominiums, Phase III:

Beginning at a point on the Easterly right of way line of Valley View Drive, said point being S 0°40'10" E 34.023 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence S 32°27' W 126.455 feet along said Valley View Drive; thence S 57°33' E 272.50 feet; thence N 32°27' E 128.05 feet; thence N 57°33' W 36.115 feet; thence N 32°27' E 83.335 feet; thence N 27°33' W 49.94 feet to the Westerly line of "Willow Run Resort Condominiums Phase II Amended" thence along said Phase II Amended as follows: N 57°33' W 141.50 feet; thence S 32°27' W 109.40 feet; thence N 57°33' W 72.50 feet to the point of beginning. Containing 1.242 acres.

Willow Run Resort Condominiums - Phase IV Amended:

Beginning at the most southerly corner of Willow Run Resort Condominiums Phase III, said point being S 0°40'10" E 286.964 feet along the center section line and East 97.655 feet from the center of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the boundary line of Willow Run Resort Condominiums Phase III as

follows; N 32°27' E 128.03 feet; thence N 57°33' W 16.115 feet; thence N 32°27' E 83.335 feet; thence N 17°33' W 48.94 feet to the most southerly corner of Willow Run Resort Condominiums Phase II "Amended"; thence leaving said Phase III and running N 77°27' E 56.57 feet along said Phase II "Amended"; thence leaving said Phase II "Amended" and running S 57°33' E 171.82 feet; thence N 35°48' E 38.83 feet; thence S 54°12' E 125.00 feet; thence S 35°48' W 18.80 feet; thence S 54°12' E 69.00 feet; thence S 35°48' W 285.00 feet; thence N 37°33' W 331.31 feet to the point of beginning. Containing 2.356 acres, more or less.

Willow Run Resort Condominiums, Phase V:

Beginning at the most northerly point of willow run resort condominiums phase i, said point being north 0°40'10" west 436.50 feet along the center section line and east 243.366 feet from the center of section 26, township 42 south, range 16 west, Salt Lake Base and Meridian and running thence south 57°33' east 70.50 feet; thence south 32°27' west 35.00 feet; thence south 57°33' east 228.29 feet; thence south 10°50'08" east 142.02 feet; thence south 44°32'50" west 117.73 feet; thence south 79°38'29" west 74.03 feet; thence north 44°36'48" west 64.15 feet; thence south 32°27' west 118.85 feet; thence south 57°33' east 171.82 feet; thence north 35°48' east 38.83 feet; thence south 54°12' east 125.00 feet; thence south 35°48' west 18.80 feet; thence south 54°12' east 69.00 feet to an existing fence line; thence north 35°48' east along said fence line 115.00 feet; thence north 33°36'30" east along an existing fence line 343.27 feet to a point on the southerly line of Indian Hills Drive, said point being on a 2033.00 foot radius curve to the right (bearing to radius point is N 59°44'11" E); thence northwesterly 29.46 feet along the arc of said curve to a point of tangency; thence north 29°26' west 17.49 feet to the point of a 5813.42 foot radius curve to the right; thence northwesterly 245.29 feet along the arc of said curve; thence leaving Indian Hills Drive and running north 37°33' west 393.13 feet to the easterly line of Valley View Drive; thence south 32°27' west 200.00 feet to the point of beginning. Containing 3.469 acres.

The Amended Declaration of Covenants, Conditions, and Restrictions of the Willow Run Homeowner's Association, Phases I-V was approved and adopted by a resolution of the Board of Directors of the Willow Run Home Owners Association after being approved by 75% of its members on the following date:

November 14, 2006

WILLOW RUN HOME OWNERS ASSOCIATION
a Utah nonprofit corporation

By: 

Merle E. Cole, President

Signed before me this
date November 16, 2006
Tracy Winningham



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AMENDED ARTICLES OF INCORPORATION OF WILLOW RUN RESORT OWNERS ASSOCIATION

After giving thirty days notice and upon the vote of seventy-five percent (75%) of its members required under Article VIII below, WILLOW RUN HOME OWNERS ASSOCIATION, a Utah corporation, hereby amends its Articles of Incorporation, as previously amended, pursuant to the provisions of Utah Code Ann. §16-6-53.5.

ARTICLE I

Name. The name of the corporation is hereby changed to WILLOW RUN HOMEOWNERS ASSOCIATION, hereinafter, for convenience referred to as the "Association."

ARTICLE II

Purpose and Powers. This Association does not contemplate pecuniary gain or profit to the members thereof. No part of the income of the Association will be distributable to its members, trustees, or officers, no part of its earnings may inure to the benefit of any private shareholder or individual and all income collected shall be used solely to meet its losses and operating expenses.

The specific purposes for which it is formed are:

- (a) to provide for maintenance, preservation and architectural control of the residence lots, units and common area within Willow Run Resort Phases I-V, residential condominium and planned unit developments, located in St. George, Utah, as the same may be constituted from time to time;
- (b) to promote the health, safety and welfare of the residents within the above-described development and any additions thereto as may hereafter be brought within the jurisdiction of the Association; and
- (c) to promote the social welfare and meet recreational needs of the members and for other purposes not for profit.

For the purpose, the Association shall have the power to

- (a) exercise all the powers and privileges and to perform all of the duties and obligations of the Association and enforce any and all covenants, restrictions and agreements applicable to the common area, Units and Lots of the development as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to Willow Run Resort Phases I-V and recorded or to be recorded in the Office of the Washington County Recorder, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including but

not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, and maintain real or personal property in connection with the affairs of the Association;
- (d) abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly by the Association, but only as provided in the Declaration;
- (e) borrow money and with the prior written consent of the members, as provided in the Declaration, mortgage, pledge, deed in trust, or hypothecate any or all of its other real or personal property as security for money borrowed or debts incurred;
- (f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area, as provided in the Declaration;
- (g) purchase insurance upon the common area and insurance for the protection of the Association and its members;
- (h) reconstruct improvements after casualty loss and carry out the further improvement of the property;
- (i) make and amend reasonable regulations respecting the use of the common area;
- (j) enforce by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association and the Regulations for the use of the common area;
- (k) contract for the management of the common area and delegate to such manager all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Trustees or the membership of the Association; and
- (l) employ personnel to perform the services required for proper operation of the common area.
- (m) make and perform any contracts and to do any acts and things, and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any objects enumerated herein; and
- (n) have and exercise any and all powers, rights, and privileges which a corporation organized under the Utah Nonprofit Corporation and Co-operative Association Act by law may now or hereafter have or exercise.

ARTICLE III

UNCCAA and Bylaws: The affairs of the corporation shall be conducted in accordance with the Revised Nonprofit Corporation Act and bylaws adopted and amended from time to time, by its Board of Trustees.

ARTICLE IV

Membership and Voting Rights: Every person or entity who is a record owner of any Lot or Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit that is subject to assessment by the Association. Membership in the Association shall automatically transfer upon transfer of title by the record owner to another person or entity. All members shall be entitled to one vote for each Lot

or Unit owned. When more than one person holds an interest in any Lot or Unit, the group of such persons shall be a member. The vote for such Lot or Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Unit. The Association shall issue certificates evidencing membership, and shall be authorized to issue 150 such certificates.

ARTICLE V

Governing Board of Directors/Trustees: The affairs of this Association shall be managed by a Governing Board of Directors comprised of seven (7) trustees who must be members of the Association. When a vote is held to determine who will be on the trustees for the Governing Board of Directors at the annual meeting (or at any special meeting held for this purpose), the number of trustees may be modified without any amendment being made to these Articles of Incorporation provided that there shall never be less than five (5) trustees without an amendment being made to the Articles of Incorporation. Meetings of the Board shall be open to all members.

ARTICLE VI

Officers: The Association's affairs shall be administered by officers elected at the first meeting of the Board of Trustees following the annual members' meeting. Such officers shall serve at the pleasure of the Board of Trustees.

ARTICLE VII

Indemnification: Every trustee, committeeman, and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a trustee, committeeman, or officer of the Association, whether or not he is a trustee, committeeman, or officer at the time such expenses are incurred, except when the trustee, committeeman or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of trustees approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such trustee, committeeman, or officer may be entitled.

ARTICLE VIII

Amendments: Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE IX

Duration: The existence of this corporation shall be perpetual.

ARTICLE X

Incorporator: The name and address of the incorporator is Jay Enev, 260 West St. George Blvd., St. George, Utah, 84770.

ARTICLE XI

Initial Registered Agent and Initial Registered Office: The address of the initial registered office of the Association shall be 260 West St. George Blvd. The name of the initial registered agent at the same address as the initial registered office is Jay Enev.

ARTICLE XII

Dissolution: The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIII

Right of Inspection: All books and records of the Association may be inspected for any proper purpose at any reasonable time by any member of the Association and any first Mortgagee or beneficiary of the first trust deed or such lien holder with first priority with respect to any Lot or Unit.

These Amended Articles of Incorporation were approved and adopted by a resolution of the Board of Directors of the Willow Run Resort Owners Association after being approved by 75% of its members on the following date:

October _____, 2006.

WILLOW RUN RESORT OWNERS ASSOCIATION
A Utah non-profit corporation

By Mertle E. Cole
President (Print Name:)

By _____
Secretary (Print Name:)

Signed before me
this date of November 16, 06
Tracy Winingham



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WHEN RECORDED, RETURN TO:

FI Property Management
491 E Riverside Drive, B
St. George, UT 84790

DOC # 20120000694

Amended Restrictive Covenants Page 1 of 58
Recorded at the Utah State Office Building, Salt Lake City, Utah
01/04/2012 12:45:47 PM Fee \$ 100.00
By J. L. MCHEERY



AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILLOW RUN HOMEOWNERS ASSOCIATION
(Including Bylaws)

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter "Declaration") is made on the date evidenced below by the Willow Run Homeowners Association.

RECITALS

A. The developer developed the land in phases, as a residential community (including both townhome style lots and condominium units), and to insure a uniform plan and scheme of development.

B. The Condominium Property Units as described herein are hereby subjected to the Utah Condominium Ownership Act * 57-8-1, et seq., as may be amended from time to time. The Townhome Property Units and Lots are hereby subjected to the Utah Association Ownership Act * 57-8a-101, et seq., as may be amended from time to time.

C. A single homeowners association shall manage the affairs of both the Condominium Property and the Townhome Property.

D. For simplicity purposes with respect to the maintenance and insurance responsibilities for the structures built on Lots in the Townhome Property or developed as Condominiums in the Condominium Property shall both be collectively known as "Units" as defined herein, the maintenance obligations for such shall be set forth more fully below.

E. The Association has adopted, imposed and subjected the property hereinafter described to certain covenants, conditions, restrictions, easements, charges and liens (collectively, the "Covenants"), as set forth herein for the following purposes:

(1) To memorialize the manner in which the Association was intended to operate and has operated since its inception.

(2) To make certain that the Covenants shall apply uniformly to all Owners and Units for the mutual advantage of the Owners and any Mortgagee (as such capitalized terms are defined herein) and to all those who may in the future claim title through any of the above.

(3) To provide for the benefit of the Owners, the preservation of the value and amenities in the Community, and the maintenance of certain reserved open spaces and common areas, including but not limited to easements, charges and liens, herein below set forth, and for the creation of an association to be delegated and assigned the powers of maintaining and administering the Common Area (as hereinafter defined), and enforcing all applicable covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created upon the Property designated by this Declaration; which association shall be incorporated under the laws of the State of Utah, as a nonprofit corporation, for the purpose of exercising the functions mentioned herein.

NOW, THEREFORE, the Association does hereby declare as follows:

ARTICLE I - DEFINITIONS

The following words when used in this Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Act" means the Utah Condominium Ownership Act (Section 57-8-1 et seq., Utah Code Annotated, 1953), as the same may be amended from time to time.

1.2 "Assessment" means any charge imposed or levied by the Association on or against an Owner or Unit pursuant to the terms of this Declaration, the Bylaws or applicable law, including (1) annual/regular assessments; (2) special assessments, (3) emergency; and/or (4) individual assessments as set forth below.

1.3 "Association" means and refers to the Willow Run Homeowners Association.

1.4 "Bylaws" means the Bylaws of the Association and recorded simultaneously with this Declaration, as they may be amended from time to time and attached hereto as Exhibit "C."

1.5 "Board of Directors" shall mean and refer to the Board of Directors of the Association vested with the authority to manage the Community and to enforce this Declaration, Bylaws and the Rules and Regulations. The term Board of Directors is synonymous and interchangeable with the term "Management Committee" or "Board of Directors" as those terms may be used in the governing documents of the Association, the Utah Nonprofit Corporation Act, or in other relevant documents.

1.6 "Common Area" means, refers to, and includes (a) The real property within the Condominium Property, excluding all Units as defined herein, and interests in the real property which this Declaration submits to the terms of the Act; (b) The real property, excluding all Units as defined herein, and interests which comprise Phases I, II (as amended), III, and IV (as amended); (c) The real property within the Townhome Property, excluding all Units and/or Lots as defined herein, and interests in the real property; (d) The real property, excluding all Units as defined herein, and interests which comprises Phase V; (e) All common areas and facilities designated as such on the Plat Maps for Willow Run Homeowners Association; (f) All Limited Common Areas and facilities; (g) All foundations, roofs, columns, girders, beams, supports party walls, and perimeter walls constituting a portion of or included in the improvements which comprise a part of the Project; (h) All installations for and all equipment connected with the furnishing of the project's utility services, such as electricity, gas, water and sewer; (i) In general, all apparatus, installations and facilities included within the Project and existing for common use; (j) The Project's outdoor lighting, fences, landscape, sidewalks, parking spaces, and roads (unless the parking spaces and/or roads have been dedicated to the public); (k) All portions of the Project not specifically included within an individual Unit and/or Lot; (l) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management; (m) All common areas as defined in the Act, whether or not enumerated herein.

1.7 "Common Expenses" means and refers to all sums which are required by the Board of Directors to perform or exercise its functions, duties, or rights under the Act, this Declaration, the Bylaws and such rules and regulations as the Board of Directors may adopt from time to time.

1.8 "Community" means all of the land described in attached **Exhibit A**, including all property shown on Plats for Phase I, Phase II (as amended), Phase III, and Phase IV (as amended), and Phase V.

1.9 "Community Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing in the community, as set forth in this Declaration, the Bylaws and as defined by the Board of Directors from time to time.

1.10 "Condominium Common Ownership Areas" means all that part of the Condominium Property as shown on the Plat Maps for Phase I, Phase II (as amended), Phase III, and Phase IV (as amended) which are not included within the condominium Units, but includes but is not limited to all roadways, parking areas, and common sidewalks within the Condominium Property.

1.11 "Condominium Property" means the property shown on the Plat Maps for Phase I, Phase II (as amended), Phase III, and Phase IV (as amended).

1.12 "Eligible Holder" shall mean any holder, insurer, or guarantor of a first Mortgage who makes a written request to the Association to receive any of the notices provided to Eligible Holders under this Declaration. The written request shall state the name and address of the Eligible Holder and the Unit number to which the Eligible Holder's mortgage interest applies.

1.13 "Fines" shall mean and refer to fines levied against a Unit Owner for violations of this Declaration, the Bylaws, or Rules and Regulations of the Association. Fines shall be enforced and collected consistent with Utah's Condominium Ownership Act, or any amendments thereto, and may be collected as an unpaid assessment.

1.14 "Improvements" means every structure or improvement of any kind, including but not limited to landscaping, Units, decks, porches, awnings, fences, garages, carports, driveways, storage compartments or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish, authorized in accordance with the Declaration).

1.15 "Limited Common Areas" means all of the real property identified as limited common area on the plat maps for Willow Run Homeowners Association and maintained pursuant to the terms of this Declaration. Limited Common Areas are Common Areas limited to the use of certain Units to the exclusion of other Unit Owners and consist of driveways, parking stalls, balconies, decks, and patios, as shown on the plat maps.

1.16 "Lot" or "Lots" shall mean a subdivided parcel, lot or plot of ground within the Townhome Property and as designated on the Plat Map for Phase V.

1.17 "Manager" or "Managing Agent" shall mean and refer to the person or entity retained by the Association to manage the Property according to the direction of the Board of Directors. It is not required by this Declaration that the Property be managed by a professional Manager, as set forth herein.

1.18 "Mortgage" means any mortgage or deed of trust encumbering any Unit or Lot and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Recorder's Office.

1.19 "Mortgagee" means the person or entity secured by a Mortgage.

1.20 "Owner" means the person, persons or other entity owning any Unit or Lot (including the holder of a vendee's interest under a land sale contract, unless otherwise stated in the contract), but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Unit (including the holder of a vendor's interest under a land sale contract, unless otherwise stated in the contract).

1.21 "Party Walls" means and refers to a common wall separating the Units. Party walls shall be considered Common Areas.

1.22 "Percentage Interest" means and refers to the percentage of undivided ownership interest of each Unit Owner within the Condominium Property in the Common Areas of the Condominium Property as set forth in Exhibit B attached hereto.

1.23 "Plats" or "Plat Maps" or "Record of Survey Maps" (these terms may be used interchangeably herein) means the Record of Survey Maps entitled as follows: Willow Run Resort, Phase I; Willow Run Resort Condominiums, Phase II Amended; Willow Run Resort Condominiums, Phase III; Willow Run Resort Condominiums, Phase IV Amended; and, Willow Run Resort Phase V, as all are recorded at the Recorder's Office of Washington County, State of Utah, and any plats recorded among the Recorder's Office in substitution thereof or amendment thereof.

1.24 "Property" or "Project" means the Willow Run Homeowners Association, including all of the real property described in attached Exhibit A and all Units, Lots, and Common Areas.

1.25 "Reserve Analysis" means an analysis to determine: (a) the need for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas, or any other areas of responsibility the Association has under this Declaration, that have a useful life of three (3) years or more, but excluding any cost that can be reasonably funded from the Association's annual budget or other funds; and, (b) the appropriate amount of any reserve fund.

1.26 "Rules and Regulations" means and refers to those rules and regulations adopted by the Board of Directors from time to time that are deemed necessary for the enjoyment of the Property and Community.

1.27 "Single Family" shall mean and refer to the definition of "family" as contained in the local County Code, as may be amended from time to time.

1.28 "Townhome" means any residence constructed upon a Lot within the Townhome Property.

1.29 "Townhome Property" consists of all property as shown on the Plat Map for Phase V.

1.30 "Unit" means and refers to a separate physical part of the Condominium Property intended for independent use and ownership, consisting of rooms and spaces located within a building structure. Units are shown on the appropriate Record of Survey Maps for Phase I, Phase II Amended, Phase III, and Phase IV Amended.

Mechanical equipment and appurtenances located within any one Unit or located outside of said Unit but designated and designed to serve only that specific Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and

the like, shall be considered part of the Unit, as shall be all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows, and window frames, doors and door frames, and trim, consisting of, among other items and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits or other public utility lines or installations constituting part of the Unit and serving only a specific Unit, and any structural features or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the structure/building within which the Unit is situated shall be considered part of the Unit.

For purposes of maintenance and insurance only, as set forth more fully in Article VIII and Article X below, the definition of Unit shall also apply to structures within the Townhome Property as it is the intention of this Declaration to treat such structures, as closely as possible, as Condominium Units.

ARTICLE II - PROPERTY DESCRIPTION

2.1 Property Subject the Declaration and Bylaws. All Condominium Property, as reflected in the Plat Maps for Phase I, Phase II (as amended), Phase III, and Phase IV (as amended) for Willow Run Homeowners Association, a Utah nonprofit corporation, is hereby submitted to Utah Code Ann. § 57-8-1 et seq. (the Act), and any amendments thereto, with the rights, privileges and obligations of condominium ownership as set forth herein and in the Act.

All Townhome Property, as reflected in the Plat Map for Phase V for Willow Run Homeowners Association, a Utah nonprofit corporation, is hereby submitted to Utah Code Ann. § 57-8a-1 et seq., and any amendments thereto, with the rights, privileges and obligations of condominium ownership as set forth herein and in the Act.

The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in Washington County, State of Utah, also known as the "Community," and is described on **Exhibit A** attached hereto, all of which real property is referred to herein as the "Property."

2.2 Description of Improvements. The significant improvements within the Condominium Property of Willow Run Homeowners Association include buildings containing up to twenty-four (24) Units therein or as little as one (1) Unit or Townhome, also patios, sidewalks and/or walkways, club house, pool, tennis court, and parking stalls. Less significant improvements consist of outdoor lighting and landscaping. The appropriate Plat Maps indicate the number of Units which are contained in Willow Run Homeowners Association. There are eighteen (18) Units in Phase I located in buildings that are two (2) stories; twenty-four (24) Units in Phase II (as amended) located in buildings that are two (2) stories; eleven (11) Units in Phase III; nineteen (19) Units in Phase IV (as amended); and, thirty-seven (37) Lots in Phase V. The buildings are composed mainly of the following materials: concrete foundations; stucco exteriors, wood frame with load and non-load bearing walls, tile roofs, and interior plywood and sheet rock walls.

2.3 Description and Legal Status of Units and Lots. The Plat Maps show the Unit, Lot, and Building designations, their locations, dimensions from which its areas may be determined, those Limited Common Areas which are reserved for such use, and the Common Areas to which it has immediate access. All Units and Lots are residential Units and Lots. All Units and Lots shall be capable of being independently owned, encumbered, and conveyed.

2.4 Contents of Exhibit B. Exhibit B to this Declaration furnishes the following information with respect to each Condominium Property Unit: (a) The Unit Designation and (b) The square footage of each Unit. Each Unit within the Condominium Property shall have an equal undivided interest in the Condominium Common Ownership Areas and facilities as shown on the Plat Maps for the Condominium Property.

2.5 Ownership Interest in Condominium Common Ownership Areas. Neither the percentage interest in the Condominium Common Ownership Areas for the condominium Unit Owners nor the right of exclusive use of the Limited Common Areas for all Unit owners shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, the percentage interest for condominium Units and such right of exclusive use for all Units shall automatically accompany the transfer of the Unit to which they related.

2.6 Computation of Percentage Interests. As stated above, the proportionate share of the Condominium Property Unit Owners in the Condominium Common Ownership Areas shall be equal. For all purposes under this Declaration and Bylaws, however, each Unit, whether within the Condominium Property or the Townhome Property, shall have the same voting rights, pay an equal assessment (except for individual assessments defined below), and share equally in the common profits and expenses of the Association with all other Unit and Townhome Owners.

2.7 Covenants Run with the Land. All of the Property within the Association shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration. The easements, covenants, conditions, restrictions and charges, described in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in such Property or any part thereof and shall inure to the benefit of the Association, and each Owner thereof.

2.8 Form of Condominium Unit Conveyance - Legal Description of Condominium Unit. Each conveyance or installment contract for the sale of a condominium Unit and every other instrument affecting title to a condominium Unit may describe that Unit by the number shown on the Record of Survey Maps with appropriate reference to the respective said Map and to this Declaration, as each shall appear on the records of the County Recorder for Washington County, State of Utah, and in substantially the following form:

Unit ____ shown on the Record of Survey Maps for Willow Run Resort
Condominiums, Phase ____, appearing in the records of the Washington
County Recorder as Entry No. _____ Map No. ____, and as identified in
the Declaration appearing as Entry No. ____ in Book _____ at Pages
of the official records of the Washington County Recorder together with an

undivided interest in and to the Common Ownership Areas appertaining to said Unit as established in said Declaration, as may be amended, and the Maps. This conveyance is subject to the provisions of the aforementioned Declaration, including any amendments thereto.

2.9 No Right of First Refusal The rights of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction.

ARTICLE III - PROPERTY RIGHTS / EASEMENTS

3.1 Use and Occupancy. Except as otherwise expressly provided in this Declaration or the Bylaws, the Owner(s) of a Unit shall be entitled to the exclusive use and benefits of ownership of such Unit and/or Lot. Each Unit and/or Lot, however, shall be bound by, and the Owner shall comply with, the restrictions contained below and all other provisions of this Declaration and the Bylaws for the mutual benefit of the Owners.

3.2 Parking Rights. Each condominium Unit within Phases I & II is assigned at least one (1) parking space. The right to use the parking space is assigned to each Unit as such spaces are numbered on the Plat Maps.

3.3 Restriction on Unit Division. All Owners are prohibited from dividing any and all Units subject to this Declaration unless expressly permitted, in writing, by the Board of Directors. However, Owners' ownership interests in the Condominium Common Ownership Areas may not be altered without the consent of sixty-seven percent (67%) of all Condominium Property Owners.

3.4 Easements Reserved. In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

(a) **Right of Entry.** The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any condominium Unit or townhome Lot for the purpose of performing maintenance referred to herein and determining whether or not such Unit and/or Lot is in compliance with this Declaration and Bylaws or whether the use of the Unit is causing damage or harm to the Common Areas or Limited Common Areas. Requests for entry shall be made in advance and at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Unit.

(b) **Utility Easements.** The Association or any public utility provider shall have an easement through all condominium Units, Lots and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, as may be necessary. The easement area within each Unit or Lot and all improvements therein shall be maintained continuously by the Owner of the Unit or Lot of the Association in accordance with the terms

herein, except for those improvements for which a public authority or utility provider is responsible. Each Unit Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Units and serving his or her Unit.

(c) Common Areas All Owners, whether they own a Unit in the Condominium Property or a Townhome in the Townhome Property, are hereby granted a non-exclusive right and easement of enjoyment to the Common Areas, whether within the Condominium or Townhome Property

3.5 No Encroachment. No Unit shall encroach upon an adjoining Unit without the express written consent of the Board of Directors. If, however, an encroachment occurs due to the settlement or shifting of a structure/building or any other reason whatsoever beyond the control of the Board of Directors or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

ARTICLE IV - ASSESSMENTS AND BUDGETS

4.1 Covenants for Assessments.

(a) Each Owner, by acceptance of a deed conveying any such Unit and/or Lot to it, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments:

- (1) Annual assessments (the "Annual Assessment") as provided in Section 4.2 below.
- (2) Special assessments ("Special Assessments") as provided in Section 4.7 below.
- (3) Emergency assessments ("Emergency Assessments") as provided in 4.10 below.
- (4) Individual assessments ("Individual Assessments") as provided in Section 4.11 below.

(b) No member may exempt itself from liability for Assessments by abandonment of any Unit and/or Lot owned by such member

4.2 Annual Budget and Assessment.

(a) Adoption of Budget.

(1) The Board of Directors shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of all areas of the Property with the exception of the Units (as defined in this Declaration), including all Common Areas, and for the administration, management and operation of the Association. If the Board of Directors fails to adopt an annual budget, the last adopted budget shall continue in effect.

(b) Determination of Annual Assessment.

(1) The Board of Directors of the Association shall fix the amount of the annual assessment ("Annual Assessment") against each Unit and Lot for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period.

(2) The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

(3) The Annual Assessment may not be increased by more than five percent (5%) above the Annual Assessment for the previous year without a vote of the membership. The Association may increase the Annual Assessment above five percent (5%) of the previous year's Annual Assessment provided that any such change shall be approved by at least sixty-seven percent (67%) of those members of the Association, who actually cast votes through the voting procedure authorized by the Board for that particular action (e.g., at a meeting, through mail-in ballot, or a meeting in conjunction with the use of mail-in ballots).

4.3 Apportionment of Assessments. Assessments shall be apportioned as follows:

(a) Annual, Special and Emergency Assessments. All Units and Lots shall pay a pro rata share of the Annual Assessment, Special Assessments and Emergency Assessments. The pro rata share shall be based upon the total amount of each such assessment divided by the total number of Units and Lots, i.e. the total assessment divided by the number of Units and Lots combined.

(b) Individual Assessments. Individual Assessments shall be apportioned exclusively against the Units and/or Lots benefited or to which the expenses are attributable as provided for below.

(c) Payment of Assessments. Installments of Annual Assessments shall be levied and collected on a monthly basis. However, upon resolution of the Board of Directors, installments of

Annual Assessments may be levied and collected on a quarterly, semi-annual or annual basis. Any member may prepay one or more installments of any Assessment levied by the Association, without premium or penalty.

4.4 Lien. The Annual Assessment and all other Assessments imposed shall be a charge and continuing lien upon each of the Units and/or Lots against which the assessment is made in accordance with the terms and provisions of this Article IV and shall be construed as a real covenant running with the land.

4.5 Personal Obligation and Costs of Collection. Assessments imposed under this Declaration, together with interest at a rate to be established by resolution of the Board of Directors, not to exceed the maximum permitted by law, and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is instituted), shall also be the personal obligation of the Owner holding title to any Unit and/or Lot at the time when the assessment became due.

4.6 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community, and including, but not limited to: (a) The improvement and maintenance, operation, care, and services related to the Common Areas; (b) The payment of insurance premiums; (c) The costs of utilities and other services which may be provided by the Association for the Community; (d) The cost of labor, equipment, insurance, materials, management, legal and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws; (e) The cost of funding all reserves established by the Association; and (f) Any other items properly chargeable as a Common Expense of the Association.

4.7 Special Assessments. In addition to the Annual Assessments authorized in this article, the Association may levy special assessments ("Special Assessments") for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Common Areas. A Special Assessment may be paid over time, as established by the Board, but once a specific Special Assessment is levied in a given year, that same Special Assessment cannot be automatically re-levied year after year. In any given year, Special Assessments must be authorized in that specific year but payable as approved by the Board. The Board of Directors may authorize a special assessment for any lawful purpose in any given calendar year provided, however, that such assessment shall first be approved by sixty-seven percent (67%) of those members of the Association, who actually cast votes through the voting procedure authorized by the Board for that particular action (e.g., at a meeting, through mail-in ballot, or a meeting in conjunction with the use of mail-in ballots).

4.8 Notice and Quorum for any Action Authorized Under Section 4.7 and 4.10. Written notice of any meetings of members of the Association called for the purpose of taking any action authorized under Sections 4.7 and 4.10 of this Article IV shall be sent to all members not less than twenty (20) days, or more than sixty (60) days, in advance of the meeting. At the first such meeting or voting procedure, the presence at a meeting in person, proxy, or mail-in ballot of thirty percent (30%) of Owners shall constitute a quorum of the Association; provided however, that if a quorum is not present at a meeting duly called, the Board shall have the right to continue said meeting to a date

not more than sixty (60) days after the date of scheduled meeting. At such rescheduled meeting, those Owners entitled to vote who are present in person, by proxy or mail-in ballot shall constitute a quorum for all purposes.

4.9 Due Date of Assessments. The Annual Assessments shall be due and payable on a monthly basis on the first (1st) calendar day of each month, unless otherwise provided by resolution of the Board of Directors, and shall be delinquent if not paid within twenty (20) days after the due date. The due date of any Special Assessment, Emergency Assessment or other Assessment shall be fixed in the resolution authorizing the Assessment.

4.10 Emergency Assessments.

(a) If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred under this Declaration for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors shall, as soon as practicable, determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and levies the additional assessment ("Emergency Assessment"). The resolution shall specify the reason for the Emergency Assessment.

(b) Any Emergency Assessment in the aggregate in any fiscal year that would exceed an amount equal to ten percent (10%) of the budgeted expenses of the Association for the fiscal year may be levied only if approved by not less than sixty-seven percent (67%) of those members of the Association, who actually cast votes through the voting procedure authorized by the Board for that particular action (e.g., at a meeting, through mail-in ballot, or a meeting in conjunction with the use of mail-in ballots).

4.11 Individual Assessments. Any expenses benefiting or attributable to fewer than all of the Units and Lots may be assessed exclusively against the Units and/or Lots affected or benefited. Individual Assessments shall include, but are not limited to: (1) Assessments levied against any Unit and/or Lot to reimburse the Association for costs incurred in bringing the Unit and/or Lot or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association; (2) Expenses relating to the cost of maintenance, repair replacement and reserves of the Units.

4.12 Nonpayment of Assessments. Assessments shall be due on the first (1st) day of the month. The assessment due date may be changed by resolution of the Board of Directors. Any assessment or portion thereof not paid within twenty (20) days after the due date, i.e., by the twentieth (20th) day of the month shall be deemed delinquent.

4.12.1 **Interest.** Delinquent payments shall bear interest from the twenty-first (21st) day of the month (the "date of delinquency") at the rate established by resolution of the Board of Directors, not to exceed the maximum rate permitted by law; and

4.12.2 Late Charge. Delinquent payments shall be subject to a late charge of twenty-five dollars (\$25.00) per month until paid, or ten percent (10%) of the assessment, whichever is greater; such late charge may be decreased or increased by resolution of the Board of Directors.

4.12.3 Acceleration. If the delinquent installments of Annual Assessments and any charges thereon are not paid in full, the Board, or its authorized agent, may declare all of the unpaid balance of the Annual Assessment to be immediately due and payable upon not less than ten (10) days' written notice to the Owner, and may enforce the collection of the full Annual Assessment and all charges thereon in any manner authorized by law and this Declaration. If, however, the Common Assessment is accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its sole discretion, may elect to decelerate the obligation.

4.12.4 Future Lease Payments. If the Owner of a Unit or Lot who is leasing the Unit or Lot fails to pay an Assessment for more than 60 days after the Assessment is due, the Board of Directors, upon compliance with this section, may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid.

(a) Notice to the Owner. The manager or Board of Directors shall give the Owner written notice of its intent to demand full payment from the tenant under this section. The notice shall: (1) provide notice to the tenant that full payment of the remaining lease payments, beginning with the next monthly or other periodic payment unless the assessment is received within fifteen (15) days, must be paid directly to the Association at the following address (address to which payment should be mailed, payment must go to the attorney if the account has been turned over for collection); (2) state the amount of the Assessment due, including any interest or late payment fee; and (3) state that any costs of collection, and other Assessments that become due, may be added to the total amount due.

(b) Notice to the Tenant. If the Owner fails to pay the Assessment due by the date specified in the notice described in Subsection (a), the manager or Board of Directors may deliver written notice to the tenant that demands future payments due to the Owner be paid to the Association pursuant to Subsection (c).

(1) The manager or Board of Directors shall mail a copy of the notice described in this Subsection (b) to the Owner.

(2) Content of Notice. The notice provided to the tenant under this Subsection (b) shall state: (i) that due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the intent of the Board of Directors to collect all lease payments due to the Association; (ii) that until notification by the Association that the Assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and (iii) that payment by the tenant to the Association in compliance with this Section will not constitute a default under the terms of the lease agreement.

(3) If a tenant makes payments in compliance with this Section, the Owner may not initiate an action against the tenant.

(c) All funds paid to the Association pursuant to this section shall be deposited in a separate account and disbursed to the Association until the Assessment due is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association.

(d) Within five (5) business days after payment in full of the Assessment, including any interest, late payment fee, and costs of collection, the manager or Board of Directors shall notify the tenant in writing that future lease payments are no longer due to the Association. The Association shall mail a copy of the notification to the Owner.

4.12.5 Termination of Common Utility Service and Facility Use.

(a) If an Owner fails or refuses to pay an Assessment when due, the Board of Directors may, after giving notice and an opportunity to be heard in accordance with Subsection (b), terminate an Owner's right: (1) to receive any utility services paid as a common expense; and (2) of access and use of recreational facilities.

(b) Notice to Owner. Before terminating utility services or the right of access and use of the recreational facilities, the Board or its agent shall give written notice to the Owner. The notice shall state: (1) utility service or the right of access and use of the recreational facilities will be terminated if payment of the Assessment is not received within forty-eight (48) hours; (2) the amount of the Assessment due, including any late fees, interest, and costs of collection; and (3) that the Owner has a right to request a hearing by submitting a written request to the Board of Directors within fourteen (14) days from the date the notice is received.

(c) If a hearing is requested, utility services or right of access and use of the recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered. In the event that the Association incurs costs to terminate any such utility service, the defaulting Owner shall be responsible for all such costs. Upon payment of the Assessment due, including any interest, late charge, and costs of collection, the Board shall immediately take action to reinstate the terminated utility services to the Unit.

4.13 Subordination of Lien to Mortgages. The lien of the Assessments provided for in this article shall be subordinate to the lien of any first mortgages or deeds of trust now or hereafter placed upon the Unit subject to Assessment, except as follows: the sale or transfer of any Unit and/or Lot pursuant to mortgage or deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Unit and/or Lot from liability for any Assessments thereafter becoming due, or from the lien of any future assessment.

4.14 Enforcement of Lien. The Association may establish and enforce the lien for any Assessment, including Annual, Special, Individual or otherwise, pursuant to the provisions of this Declaration. The lien is imposed upon the Unit and/or Lot against which the Assessment is made. The lien may be established and enforced for damages, interest, costs of collection, late charges

permitted by law, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for breach of any provisions of this Declaration, the Bylaws or any rules and regulations of the Association. The lien may be foreclosed judicially or non-judicially consistent with the laws of the State of Utah for the non-judicial foreclosure of Deeds of Trusts. In such an event, the Owner hereby irrevocably appoints the Association, or its authorized agent, to act as Trustee for purposes of foreclosing any lien hereunder. The Association, through duly authorized agents, shall have the power to bid on the Unit and/or Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Unit and/or Lot, and the defaulting Owner shall be required to pay the reasonable rental value of such Unit and/or Lot during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

4.15 Reserve Funds.

(a) Pursuant to Utah Code Ann. §§57-8-7.3 and 57-8a-211, as may be amended from time to time, the Association shall cause a Reserve Analysis to be conducted no less frequently than every five (5) years and if no Reserve Analysis has been conducted since March 1, 2008, the Association shall cause a Reserve Analysis to be conducted before July 1, 2012. Furthermore, the Board of Directors shall review and, if necessary, update a previously conducted Reserve Analysis no less frequently than every two (2) years.

(b) The Board of Directors may conduct a Reserve Analysis itself or may engage a reliable person or organization, as determined in the sole discretion of the Board, to conduct such Reserve Analysis.

(c) The Association shall:

(1) At least annually, whether at the annual meeting or at a special meeting held for such purpose, present the current reserve study and provide an opportunity for Owners to discuss reserves and to vote on whether to fund a reserve and, if so, determine the amount and how to fund such reserves.

(2) The Board of Directors shall cause minutes of each meeting held pursuant to this section to be prepared and kept and shall indicate therein any decision made relating to the funding of reserves.

(d) The Board of Directors may not use reserve funds: (1) for general maintenance expenses, unless approved for such use by at least a majority of Owners; or, (2) for any purpose other than the purpose for which the reserve funds were established.

(e) The Board of Directors shall maintain a reserve fund separate from other funds of the Association.

(f) Any reserves shall be conclusively deemed a Common Expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(g) The Association may establish such other reserves for such other purposes as the Owners may from time to time consider necessary or appropriate.

(h) The proportional interest of any member of the Association in any reserve fund established under this section shall be considered an appurtenance of such Owner's Unit and/or Lot and shall not be separated from the Unit or Lot to which it appertains and shall be deemed to be transferred with the Unit or Lot.

4.16 Certificate of Assessment. The Association shall, upon demand at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether Assessments has been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge not to exceed fifty dollars (\$50.00), as determined by resolution of the Board of Directors, may be levied in advance by the Association for each certificate so delivered.

ARTICLE V - RESTRICTIONS ON USE

5.1 Restrictions and Requirements. The following restrictions and requirements are in addition to all other restrictions and requirements contained in this Declaration and the Bylaws:

5.1.1 Residential Use. Units and Lots shall be used for residential purposes in accordance with, and subject to, the other provisions of this Declaration and the Bylaws and rules and regulations adopted pursuant thereto. Except as provided in this subsection, no trade, craft, business, profession, commercial or similar activities that causes additional pedestrian or vehicular traffic, creates a sight or noise nuisance, shall be conducted on any Unit, Lot, or in any other portion of the Project.

5.1.2 Drainage System. There shall be no interference with the established drainage patterns or systems, if any, over or through any Unit or Lot so as to affect any other Unit, Lot or any real property outside the Property unless adequate alternative provision is made for proper drainage and is approved by the Board of Directors.

5.1.3 Offensive Activities. No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts and appliances, or activities shall be permitted on any Unit, Lot or other portion of the Property, including the Common Areas and Limited Common Areas, nor shall anything be done in or placed upon any Common Area or Limited Common Area which interferes with or jeopardizes the enjoyment of other Units and/or Lots or which is a source of annoyance to residents.

5.1.4 Unlawful Activities. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

5.1.5 Animals.

(1) The Board of Directors shall have the express authority and right to promulgate rules, beyond those stated herein, restricting the keeping of pets.

(2) No animals, livestock, or poultry of any kind may be raised, bred, kept or permitted within any Unit or on any Lot, except dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose or in any unreasonable numbers. The Owner of any dog must keep such dog on a leash when outside of the Unit or keep it confined within the Unit.

(3) Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners or residents within the Community. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof and Owners shall be responsible for removal of wastes of their animals from the Common Areas and Limited Common Areas.

(4) An Owner may be required to remove a pet upon receipt of a written notice from the Board of Directors given pursuant to a resolution relating to rules and regulations governing pets within the Community and enforcement of such rules and regulations and provisions of this subsection. The Board of Directors may apply for appropriate judicial relief in the event that Owners violate this Article.

5.1.6 Rubbish and Trash. No part of the Property may be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container as specified by the Association or within a trash enclosure screened from public view. All such waste and garbage must be promptly and periodically removed. All dumpsters located on the Property, specifically dumpsters for Buildings A and J, are for typical trash and refuse only and all trash must fit within the dumpster. No furniture, appliances, construction materials, or the like, shall be deposited or left in or near any dumpsters.

5.1.7 Vehicles in Disrepair.

(1) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any part of the Property unless such vehicle is within a garage. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the occupants of the other Units. The Board may further limit keeping of vehicles within the Association by rule or regulation.

(2) If an Owner fails to remove a vehicle deemed to be in an extreme state of disrepair within seventy-two (72) hours after the date and time on which written notice is securely placed on such vehicle or delivered to the responsible Owner by the Board of Directors, the Board of Directors may have such vehicle removed from the Property (i.e. towed) and assess the Owner the expense of such removal and any storage necessitated thereby.

5.1.8 Recreational Vehicles.

(1) No boats, trailers, large trucks and commercial vehicles shall be parked within the Association, except in designated RV Parking Area and subject to any rules, regulations, or limitations placed on such parking by the Board of Directors.

(2) No motor vehicle of any kind shall be repaired, constructed or reconstructed upon the Common Areas or any Lot, unless contained within a garage, except that these restrictions shall not apply to emergency repairs to vehicles.

(3) The Board of Directors may adopt and amend rules to govern the enforcement of this Subsection which rules may include the authority to tow vehicles and assess the violating Owner the expense of removing any automobile, vehicle or equipment parked in violation of this Subsection and the cost of any storage thereof.

5.1.9 Clothes Lines and Materials. No clothes lines, clothing racks, or other apparatus on which clothes, rags, or similar items are exposed for the purpose of drying or airing shall be located on the Property except within a Unit, unless in an area screened from public view. No garments, towels, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows, balconies, patios, decks or from any of the facades or any other part of a Unit and/or Lot unless in an area screened from public view.

5.1.10 Signs. Unless written approval is first obtained from the Board of Directors, no advertisement or poster of any kind may be posted in or upon the Properties except:

(1) Not more than one (1) "For Sale" or "For Rent" sign, not exceeding twenty-four (24) inches in height and thirty-six (36) inches long, may be temporarily placed on a Unit by the Owner, resident or a licensed real estate agent; and

(2) "Political" signs may be temporarily placed on a Unit by the Owner or occupant of the Unit unless and until prohibited or otherwise limited by the Board of Directors by rule;

5.1.11 Antennas and Service Facilities. Owners are encouraged to use cable service for television and internet. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas (dishes) one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed only to the extent and in locations allowed by local, state or federal law.

(1) Satellite dishes may only be installed inside the Owner's Unit and/or Townhouse or on any porch, patio, deck, balcony or other area over which the owner has exclusive use and control under the terms of this Declaration. No Owner may install a satellite dish on the exterior, roof, or restricted areas of any building, or in the common areas of the building or project, without prior approval from the Board of Directors. No satellite dish may extend beyond balcony railings. Owners need to be aware that their unit may not be in a proper location to receive satellite broadcast signals even if they install a satellite dish. Prior to installation, Owners should check with a qualified and reputable company to determine if they are able to receive adequate signals at their unit. Owners shall notify the Board in writing prior to any installation. Such notice shall include a description of the location for the satellite dish and the installation (attachment) method. No Owner may drill holes in walls, doors or window frames in order to install the satellite dish or run cable from the dish to the television. All installations must be performed in such a manner as not to cause legitimate safety concerns. These would include, but not be limited to, danger of falling, danger of permanent damage to the building or proximity to power lines.

(2) Owners are responsible for any injury or damage to persons or property caused by their satellite dish. Owners must purchase and maintain liability insurance for the use of a satellite dish, which insurance must name the Association as an additional insured. Owners shall provide the Board with proof of insurance upon request. All installations must be performed in complete compliance with all applicable statutes, rules and regulations. If permits are required, Owner will obtain all such permits prior to installation. These rules are meant to comply with 47 CFR § 1.4000, as may be amended from time to time. All requirements of such section are hereby incorporated herein. In the event any portion of this section is held to conflict with applicable law, those portions shall be deemed stricken and all other portions of this Installation Policy will remain in full force and effect.

(3) No portion of the Installation Policy may be waived or changed by the Board verbally. Any such waiver or change will be effective only when in writing. If any owner receives the benefit of any waiver or change of the Installation Policy, it shall be that Owner's responsibility and obligation to keep and safeguard the written waiver or change and to produce it upon any future request of the Board.

(4) In the event of a violation of this Section, the Association may bring an action for declaratory and/or injunctive relief and the Owner is subject to a \$50.00 fine to the Association for each violation. If the violation is not corrected within a reasonable length of time as determined by the Board, additional fines of \$10.00 per day will be imposed for each day that the violation continues. The Association shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the enforcement of this Section.

§ 1.12 Noise Disturbance. Residents shall exercise extreme care to minimize noise and to use musical instruments, radios, televisions, amplifiers, or any other device so as to not disturb other residents. Noise disturbances shall subject the Owner of the Unit from which the noise originates to a fine, as levied by the Board of Directors in its sole discretion.

5.1.13 Increase in Insurance Cost. Nothing shall be done or kept within any Unit or on the Common Areas, including Limited Common Areas, which will increase the cost of insurance to the Association or to other Owners. No Owner shall permit anything to be done or kept within his or her Unit or Common Areas which will result in cancellation of insurance on any Unit.

5.1.14 Single Family Use. Units shall only be occupied and used as a residence by a single family as that term is defined in the local County code.

5.1.15 Lease Restrictions. All leases shall be in writing and be subject to this Declaration and Bylaws. Unit Owners shall not be permitted to lease their Units for an initial term of less than thirty (30) days and shall be subject to any rules and regulations as adopted or modified by the Board of Directors from time to time.

5.1.16 Architectural Control. No building, fence, wall or other structure shall be commenced, erected, altered, or maintained upon the Property, which includes all Limited Common Areas and Common Areas, nor shall any exterior addition to, or change or alteration therein, of any sort, whether structural, landscaping, cosmetic or otherwise, be made by an Owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. Such approval shall be solely at the discretion of the Board of Directors as it deems appropriate from time to time. Any such request shall be deemed to have been denied if the relevant Owner, including any subsequent Owner, cannot produce the written approval granted by the Board upon request, and any changes or alterations made by an Owner, or prior Owner, shall be removed and the property restored to its original condition at the request of the Board. In the event the Board of Directors fails to approve or disapprove a request by an Owner, the request will be deemed to have been denied.

5.2 Association Rules and Regulations. In addition to the restrictions and requirements above, the Board of Directors from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Units, Lots and Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an assessment for violations of said rules and regulations and for violations of any restrictions contained in this Declaration. A schedule of fines may be adopted by the Board of Directors specifying the amounts of such fines, and any other provisions or procedures related to the levying of such fines.

ARTICLE VI - THE ASSOCIATION

6.1 Organization

(a) The Association has been organized as a nonprofit corporation under the nonprofit corporation laws of the State of Utah (Utah Code Annotated Titled 16 Chapter 6a, as may be amended from time to time). The name of the association is the "Willow Run Homeowners Association."

(b) If the Articles of Incorporation of the Association provide for its perpetual existence, in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. Such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated Association. However, the Board of Directors, upon its own motion, may re-incorporate the Association without a vote of the Owners. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws (as the same may be amended from time to time) as if they had been drafted to constitute the governing documents of the unincorporated association.

(c) The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

6.2 Membership. Each Owner during the entire period of Owner's ownership of one or more Units and/or Lots within the Community shall be a member of the Association. The membership shall commence, exist and continue by simple virtue of the ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

6.3 Voting Rights. The method of voting shall be as provided in the Bylaws. Voting rights within the Association shall be as follows:

(a) **Units and/or Lots.** Each Owner shall have one (1) vote in matters of the Association for each Unit and/or Lot owned as set forth in the Bylaws.

6.4 Powers, Duties and Obligations. The Association shall have such powers and duties as may be granted to it or imposed by this Declaration, the Articles of Incorporation, the Bylaws and any applicable statute, as such statute may be amended to expand the scope of association powers, including without limitation:

(a) **Duties of the Association.** Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the Property:

(1) The Association shall maintain the Common Areas.

(2) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the Property, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(3) The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

(4) The Association may at any time employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Community, subject at all times to direction by the Board of Directors, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board of Directors. If the Association chooses to use a Managing Agent, a written contract for such management shall be established and in force at all times during the management term.

(5) The Association shall prepare and furnish, within a reasonable time, an audited financial statement of the Association upon written request of any of the agencies or corporations affiliated with the HUD/FHA or VA financing programs and which have an interest or prospective interest in the project.

(b) **Powers and Authority of the Association.** The Association shall have all the powers set forth in its Articles of Incorporation and any Bylaws, together with its general powers as a corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments and fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

(1) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter into any Unit and/or Lot for the purpose of maintaining and repairing such Unit and/or Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Unit and/or Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Unit and/or Lot in violation of this Declaration.

The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Officers, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such rules and regulations.

(2) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Community or in exercising any of its rights to construct, maintain and repair the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at any time thereafter upon no less than ninety (90) days written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed

upon any Unit and/or Lot on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for:

A. Such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Officers may from time to time deem desirable;

B. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Officers may deem desirable.

(3) The Officers may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Officers cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000.00).

6.5 Adoption of Bylaws. The Association has adopted Bylaws for the Association which are being recorded simultaneously with this Declaration as Exhibit "C."

6.6 Registration with the Department of Commerce.

(a) Pursuant to Utah Code Ann. §§57-8-13,1 and 57-8a-105 as the same may be amended from time to time, the Association shall register with the Utah Department of Commerce in the manner established thereby and shall provide the following information:

- (1) The name and address of the Association;
- (2) The name, address, telephone number, and, if applicable, email address of the president of the Association;
- (3) The name and address of each Board of Directors member;
- (4) The name, address, telephone number, and if desired to be contacted by such, the facsimile number and/or email address, of a primary contact person who has Association payoff information that a closing agent needs in connection with the closing of an Owner's financing, refinancing, or sale of the Owner's Unit and/or Lot.

(b) The Association shall submit to the Utah Department of Commerce an updated registration within ninety (90) days after a change in any of the information required to be provided above.

ARTICLE VII - PARTY WALLS

7.1 General Rules of Law Apply. Each wall to be built as a part of the original construction of any Unit and/or Townhome and placed substantially on a dividing line between any two (2) Units and/or Townhomes shall constitute a party wall and shall be deemed Common Area. However, in the event the Owner, tenant, guest or invitees causes damage to the party wall, then the general rules of law regarding party walls and liability for damage due to negligence or willful acts or omissions shall apply thereto.

7.2 Sharing of Repair and Maintenance. In the event that damage to a party wall is chargeable as an Individual Assessment, the cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

7.3 Right to Contribution Runs with Land. Other than for instances where the party wall is maintained as a Common Area, the right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VIII - MAINTENANCE OBLIGATIONS

8.1 Owner's Responsibility.

(a) **Units.** Maintenance of the Units as defined in Section 1.30 above shall be the sole responsibility of the Owner(s) thereof, who shall maintain such Unit in good repair so as to not interfere with other Owners Units, Townhomes, or the Common Areas. Each Owner at his or her sole expense shall maintain, repair, paint, re-paint, tile, paper or otherwise re-finish or decorate the interior surfaces of the walls, ceilings, floors, interior and exterior windows, and interior and exterior doors/door frames forming the boundaries of his or her Unit and all walls, ceilings, floors, windows and doors within such boundaries, except that the Association shall be responsible to paint all garage doors. In addition to decorating and keeping the interior of his or her Unit in good repair and in a clean and sanitary condition, he or she shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, heating equipment, air conditioners, lighting fixtures, refrigerators, dishwasher, disposal equipment, ranges, toilets, water softeners, water filters, or other appliances or fixtures that may be in, or connected with, his or her Unit. Each Unit shall be maintained so as to not detract from the appearance of the Community and so as to not adversely affect the value or use of any other Unit and/or Lot.

(b) **Limited Common Area.** As defined in section 1.14 and subject to the provisions of section 5.116 above, each Owner shall, at its own cost, keep the Limited Common Areas appurtenant to their Unit and/or Lot in a clean, sanitary and attractive condition at all times and shall be responsible to maintain, repair, and replace such Limited Common Area and to ensure that any modifications do not cause any hardship or damage to any other Unit and/or Lot Owners. With respect and limited only to the covered parking structures appurtenant to buildings A and J ("Applicable Carports"), the Association shall be responsible for the maintenance, repair, and replacement of the Applicable Carports. With respect to the four (4) garages attached to A Building, the Association shall be responsible for the maintenance, repair and replacement of the garages; except the owners within A Building are responsible to keep the inside of the garages maintained in good repair, free from hazardous materials and clean and sanitary from anything that would

reasonably attract insects and rodents. To the extent that the owners who are using the garages are negligent in their maintenance thereof and if failed maintenance or care causes damage to the common areas or may reasonably cause damage to the common areas, the Association may, after notice and a chance to cure given to the owner, remedy the condition of the garage(s) and charge the costs back to the owner as a regular assessment.

8.2 Maintenance by Association.

(a) **Common Areas and Townhome Exteriors.** The Association shall maintain the Common Areas of the Property, excluding Limited Common Area Improvements unless otherwise stated in this Declaration, and shall maintain the exteriors, roofs, exterior structural components of Townhomes, and any other part of the Townhome that is not included in the definition of Unit, as if such Townhomes were Units within the Condominium Property. However, if any area for which the Association is responsible for maintenance, including Common Areas and Townhome exteriors, are damaged by the willful misconduct of an Owner, their guests, tenants, or invitees, the Owner shall be responsible for all such damage.

The Association shall provide for snow removal from the common area including roads and sidewalks, but not from any Limited Common Area benefiting or servicing only one Unit. The Association shall also maintain all Common Area amenities which may be installed from time to time.

Additionally, the Association, by and through the Board of Directors, may assume the Owner's general maintenance responsibility over a Unit and Limited Common Area if, in the opinion of the Board of Directors, the Owner is unwilling or unable to adequately provide such maintenance. Before assuming such maintenance responsibility, the Board of Directors shall provide notice to the Owner of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action within fifteen (15) days after mailing of such written notice, then the Association may proceed to maintain the Unit. The expenses of such maintenance incurred by the Association shall be reimbursed to the Association by the Owner. Such expenses shall be levied and collected in the same manner as assessments pursuant to this Declaration and the Bylaws.

ARTICLE IX - COMPLIANCE AND ENFORCEMENT

9.1 Compliance. Each Owner, tenant or occupant of a Unit or Lot, and their guests or invitees, shall comply with the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner.

9.2 Remedies. Violation of any provisions of this Declaration, the Bylaws, or any rules or regulations adopted pursuant thereto, or of any decision of the Association made pursuant to such documents, shall give the Board of Directors acting on behalf of the Association, the right, but not the obligation, in addition to any other rights set forth in this Declaration or the Bylaws, or under law, to do any or all of the following after giving notice:

(a) Subject to the provisions of this Declaration, to enter the Unit or Lot as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished.

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding.

(c) To levy reasonable fines pursuant to a schedule of fines adopted by resolution of the Board of Directors a copy of which has been delivered to each Owner, mailed to the mailing address of the Unit or Lot or mailed to the mailing address designated by the Owner in writing to the Association;

(d) To terminate the right to receive utility services paid for by assessments, if any, or, except for the right to an assigned parking space, to terminate the right of access to and use of recreational and service facilities of the Association, if any, until the correction of the violation has occurred;

(e) The right of the Association to suspend the voting rights after notice and a hearing for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association or of this Declaration, including failure to timely pay an assessment, or,

(f) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Bylaws and any rules or regulations adopted pursuant thereto.

9.3 Action by Owners. Subject to any limitation imposed under this Declaration, the Bylaws, or Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

9.4 Injunctive Relief. Nothing in this section shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

9.5 Notification of First Mortgagee. The Board of Directors shall notify in writing any first Mortgagee of any individual Unit or Lot of any default in performance of the terms of this Declaration by the Owner which is not cured within sixty (60) days provided such Mortgagee has requested in writing to be so notified.

ARTICLE X - INSURANCE

10.1 Types of Insurance Maintained by the Association. The Association shall obtain and maintain, to the extent reasonably available, the following types of insurance:

(a) Subject to section 10.3 below, a public general liability insurance policy covering the Association, its officers, Board members and managing agents having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence or in an amount not less than the minimum amount required by applicable law, ordinance or regulation. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, medical payments, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association;

(b) Workers' compensation insurance, if and to the extent required by law; and

(c) Fidelity bond or bonds covering all Board members, officers, employees and other persons handling or responsible for the funds of, or administered by, the Association, in such amounts as the Board of Directors deems appropriate. Where the Managing Agent has the responsibility for handling or administering funds of the Association, the Managing Agent shall maintain fidelity bond coverage for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or Managing Agent, as the case may be, at any given time during the term of each bond. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the Managing Agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or insurance trustee.

(d) Subject to section 10.4 below, a "blanket" or "master" policy for Property and casualty insurance, including protection against loss or damage by fire and other extended coverage perils, for the full replacement value of the entire Property (excluding land, foundation, excavation and other items normally excluded from coverage), including fixtures, to the extent they are part of the common elements of the Community, building service equipment and supplies, and other common personal property belonging to the Association. In addition, any fixtures, equipment or other property within the Units (regardless of whether or not such property is a part of the common elements) shall be included in the coverage of the blanket or master policy. The policy shall include coverage for all other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement, where such is available.

(e) Flood insurance, if any portion of the Project is deemed to be located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National

Flood Insurance Program, the Association shall be required to obtain and pay the premiums upon a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy in an amount deemed appropriate by the Association but not less than an amount equal to eighty percent (80%) of the current replacement costs of all buildings and other insurable property within the Project.

10.2 Property Insurance.

(a) The property covered by property insurance shall include any property that, under this Declaration, are Common Areas and facilities and those areas for which the Association has assumed maintenance responsibility.

(b) The total amount of coverage provided by blanket property insurance may not be less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies.

(c) Property insurance shall include coverage for any fixture, improvement, or betterment installed by an Owner to a Unit or to Limited Common Areas, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a unit or to a limited common element.

(d) Each Owner, to the extent the Association is required to provide coverage, is an insured person under a property insurance policy.

(e) If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- (1) the Association's policy provides primary insurance coverage; and,
- (2) notwithstanding Subsection (e)(1) above, the Owner's policy applies to that portion of the loss attributable to the policy deductible of the Association.

(f)(i) As used in this Subsection (f), the terms described below shall have the following definitions.

(1) "Covered loss" means a loss, resulting from a single event or occurrence that is covered by a property insurance policy of an association of unit owners.

(2) "Unit damage" means damage to a Unit or to Limited Common Area or facility applicable to that Unit, or both.

(3) "Unit damage percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit damage.

(f)(ii) An Owner who owns a Unit that has suffered unit damage as part of a covered loss is responsible for an amount calculated by applying the unit damage percentage for that Unit to the amount of the deductible under the property insurance policy of the Association. If an Owner does not pay the amount required under this Subsection within thirty (30) days after substantial completion of the repairs to the Unit, the Association may levy an assessment against the Owner for that amount.

(g) The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or \$10,000.00, whichever is less.

(h) The Association shall provide notice in accordance with Utah Code Ann. §57-5-42 to each Owner of that Owner's obligation under Subsection (f) for the association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice as provided in Subsection (h)(i), it shall be responsible for the amount of the deductible increase that the Association could have assessed to an Owner under Subsection (h)(i). The failure of the Association to provide notice as set forth in Subsection (h)(i) above, may not be construed to invalidate any other provision of this Section 10.2.

(i) If, in the exercise of the business judgment rule, the Board of Directors determines that a claim is likely not to exceed the property insurance policy deductible of the Association:

(1) the Owner's policy is considered the policy for primary coverage to the amount of the policy deductible of the Association,

(2) an Owner who does not have a policy to cover the property insurance policy deductible of the Association is responsible for the loss to the amount of the policy deductible of the Association, as provided in Subsection (f); and,

(3) the Association need not tender the claim to the Association's insurer.

(j) An insurer under a property insurance policy issued to the Association shall adjust with the Association a loss covered under the Association's policy. Notwithstanding the foregoing, the insurance proceeds for a loss under a property insurance policy of the Association:

(1) are payable to an insurance trustee that the Association designates or, if no trustee is designated, to the Association; and,

(2) may not be payable to a holder of a security interest.

The insurance trustee, if designated, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. The insurance proceeds shall be disbursed first for the repair or restoration of the damaged property and, once the damaged property has been completely repaired or restored or the project terminated, any surplus proceeds are payable to the Association, Owners, and lien holders.

(k) An insurer that issues a property insurance policy under this section, or the insurer's authorized agent, shall issue a certificate or memorandum of insurance to:

- (1) the Association;
- (2) an Owner, upon the Owner's written request; and,
- (3) a holder of a security interest, upon the holder's written request.

(l) A cancellation or nonrenewal of a property insurance policy under this section is subject to the procedures stated in Utah Code Ann. §31A-21-303.

(m) If the Board of Directors acquires from an insurer the property insurance required in this Section 10.2, it is not liable to Owners if the insurance proceeds are not sufficient to cover 100% of the full replacement cost of the insured property at the time of the loss.

10.3 Liability Insurance. Each Owner is an insured person under a liability insurance policy the Association obtains that insures against liability that may arise from the Owner's interest in the Common Areas and facilities or from membership in the Association.

10.4 Premiums for Insurance Maintained by Association. Premiums for all insurance and bonds required to be carried hereunder or otherwise obtained by the Association shall be a Common Expense of the Association, and shall be included in the Annual Assessments. Premiums on any fidelity bond maintained by a third party manager shall not be an expense of the Association.

10.5 Acceptable Insurance Providers. The Association shall use generally acceptable insurance carriers.

10.6 Hazard Insurance on Improved Units. Each Owner of an improved Unit at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements in the Unit.

10.7 Obligation of Owner to Repair and Restore. In the event that any damage or destruction of the improvements in a Unit or to an adjoining Unit, any repair, restoration or replacement shall be done in accordance with the plans and specifications for such improvements originally approved by the developer or the Board of Directors as the case may be; unless the Owner desires to construct improvements differing from those so approved, in which event the Owner shall submit plans and specifications for the improvements to the Board of Directors and obtain its written approval prior to commencing the repair, restoration or replacement.

10.8 Power of Attorney

(a) Notwithstanding any of the foregoing provisions and requirements relating to Association property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the

Association may enter into any insurance trust agreement (the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By purchasing a Unit and/or Lot, all Owners appoint the Association or any Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance specified in this section, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose.

(b) By purchasing a Unit and/or Lot, all Owners appoint the Association or any trustee designated by the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings or negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority.

10.9 Miscellaneous Insurance Policy Requirements.

(a) Unless stated otherwise herein, the Association shall be named as the insured on the master policy. The policies required herein for the Association must provide that they may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies. Loss payments shall not be contingent upon action by the carrier's board of directors, policyholders, or members.

(b) The policies shall include: (1) a waiver of the right of subrogation against Unit and/or Lot Owners individually; (2) that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such owners collectively; and (3) that the policy is primary in the event the Owner has other insurance covering the same loss. The requirements stated in this subsection (b) are generally provided by the insurer in the form of a "Special Condominium Endorsement" or its equivalent.

ARTICLE XI - AMENDMENT AND DURATION

11.1 Amendments.

(a) How Proposed. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by Owners holding thirty percent (30%) or more of the voting rights of the Association. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval or consent to the amendment.

(b) Approval Required. This Declaration may be amended if such amendment is approved by Owners holding sixty-seven percent (67%) of those members of the Association, who actually cast votes through the voting procedure authorized by the Board for that particular action (e.g., at a meeting, through mail-in ballot, or a meeting in conjunction with the use of mail-in ballots), provided that any material amendments shall require the approval of Eligible Holders as required in Article 14 below.

(c) Execution and Recording. An amendment shall not be effective until the amendment is certified by the president and secretary of the Association as being adopted in accordance with this Declaration is acknowledged and is recorded in the appropriate County Recorder's Office.

11.2 Duration.

(a) Period. All provisions, covenants, conditions and restrictions contained in this Declaration shall continue and remain in full force and effect until there is recorded an instrument directing the termination of this Declaration after the vote and approval of (i) ninety percent (90%) of all of the Owners, (ii) sixty-seven percent (67%) of the votes of Eligible Holders, and (iii) the County of Washington. Upon such termination, the Property may be deemed a special assessment area by the County at which time each Owner shall be obligated to pay assessments levied by the County.

(b) Execution and Recording of Termination Certificate. Any such termination shall become effective only if a certificate of the president and secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the County Recorder's Office not less than six (6) months prior to the intended termination date.

ARTICLE XII – MORTGAGEE RIGHTS

12.1 Approval Required. In addition to any other approvals required by this Declaration, or the Bylaws, the prior approval of fifty-one percent (51%) of the Eligible Holders (based upon one vote for each Mortgage owned) must be obtained for the following (however, the Mortgagee consent required herein is only applicable to those Mortgagees that have made a prior written request to be notified of any of the following issues):

(a) The abandonment, termination, or removal of the Property from the provisions of this Declaration, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) The addition of Common Property;

(c) Any material amendment to this Declaration or the Bylaws. Except for an amendment to the Declaration or Bylaw if its purpose is to correct technical errors or to clarify, a change to the following would be considered as material: (1) Voting rights; (2) The funding of reserves for maintenance, repair, and replacement of the Common Areas; (3) Changing general responsibility for maintenance and repairs (excluding minor changes); (4) Redefinition of any Unit boundaries; (5) Convertibility of Units into Common Property or vice versa; (6) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property from the project; (7) Insurance or fidelity bond; (8) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws; (9) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; (10) Assessments, assessment liens, or subordination of such liens; (11) Rights to use of

Common Areas; (12) The interest in the general or limited Common Area; (13) Leasing of Units; (14) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; (15) Change by the Association from professional management to self-management and vice versa; (16) Any provisions that expressly benefit mortgage holders, insurers, or guarantors; or

(d) Use of hazard insurance proceeds for losses to any planned community property, whether to Units, for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units.

12.2 Additional Rights. In addition to the approvals required above, each mortgagee (or beneficiary of a trust deed or vendor and including guarantors) shall have the following rights:

(a) Right to Examine Books and Records. All mortgagees shall have the right to examine the books and records of the Association upon reasonable notice and at reasonable times.

(b) Right to Annual Reports. All mortgagees shall, upon written request, be entitled to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

(c) Right to Receive Written Notice of Meetings. The Association shall give all mortgagees, upon written request, written notice of all meetings of the Association, and such mortgagees shall be permitted to designate a representative to attend all such meetings.

12.3 Request for Approval of Mortgagees. Any mortgagee that has requested, and subsequently receives, a written request to approve amendments to the Declaration or Bylaws, or any other action to be taken by the Board of Directors, the Association or Owners, shall be considered to have given such approval unless such mortgagee delivers or posts a negative response within thirty (30) days after delivery by the Association of such request.

12.4 Rights of Eligible Holders. In addition to the approvals required in Section 4.1 above and the rights provided in Section 14.2 above, each Eligible Holder shall have the following rights:

(a) Right to Receive Written Notice of Meetings. The Association shall give all Eligible Holders written notice of all meetings of the Association, and such Eligible Holders shall be permitted to designate a representative to attend all such meetings.

(b) Right to Notice of Proposed Amendments. All Eligible Holders, upon written request to the Association, will be entitled to timely written notice of any proposed amendment effecting a change in: (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (2) the interests in the general or limited Common Areas appertaining to any Unit or the liability for common expenses appertaining thereto; (3) the number of votes in the Association appertaining to any Unit; or (4) the purposes to which any Unit or the Common Areas are restricted.

(c) Other Rights to Notice. All Eligible Holders, upon written request to the Association, will be entitled to timely written notice of: (1) any proposed termination of the condominium

regime, (2) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Unit on which the Eligible Holder holds a Mortgage interest; (3) any delinquency in the payment of assessments or charges owed by the Owner of a Unit subject to a Mortgage of the Eligible Holder, where such delinquency has continued for a period of 60 days; (4) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.1 Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

13.2 Joint Owners. In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Directors, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

13.3 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration, the Bylaws and rules and regulations adopted by the Association restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Unit and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

13.4 Nonwaiver. Failure by the Association, the Board of Directors or any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

13.5 Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association, the Board of Directors or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association, Board of Directors or Owner as to any similar matter.

13.6 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or

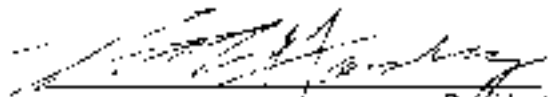
lease of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of said grantee, vendee, mortgagee, lessee, or tenant.

15.7 Service of Process. The person designated to receive service of process on behalf of the Project shall be the individual stated as the registered agent for the incorporated Association as shown on the records of the Utah Division of Corporations. Otherwise, the president of the Association shall be the agent for service of process as shown on the Homeowner and Condominium Association Registry with the Utah Department of Commerce.

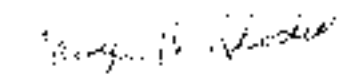
[Signature Page to Follow]

IN WITNESS WHEREOF, Willow Run Homeowners Association, has executed this Declaration this 17th day of January, 2012.

Willow Run Homeowners Association



President

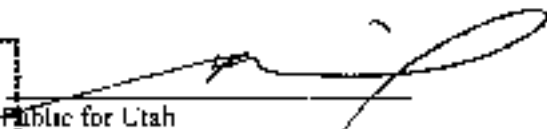


Secretary

STATE OF UTAH)
)ss
County of Utah)

On the 17th day of January, 2012, personally appeared before me
Robert J. Frisberg and Carolyn Rhoden who, being first
duly sworn, did that say that they are the President and Secretary of the Willow Run
Homeowners Association and that the foregoing instrument was signed in behalf of said
Association by authority of its Management Committee; and each of them acknowledged said
instrument to be their voluntary act and deed.





Notary Public for Utah

EXHIBIT A
(LEGAL DESCRIPTION)

Willow Run Homeowners Association

Willow Run Resort Condominiums, Phase I:

Beginning at a point on the East line of Valley View Drive, said point being S 0°40'10" E 144.96 feet along the center section line and West 133.12 feet from the center of Section 26, Township 42 South, Range 16 West, S L B. & M. and running thence along the East line of Valley View Drive N 32°27'00" E 393.46 feet to the true point of beginning and proceeding along Valley View Drive as follows: N 32°27'W E 295.54 feet; thence S 57°33'00" E 70.50 feet; thence S 32°27'W W 35.00 feet; thence S 57°33'00" E 228.29 feet; thence S 10°50'18" E 142.02 feet; thence S 44°36'48" W 117.73 feet; thence S 79°38'29" W 74.03 feet; thence N 44°36'48" W 70.28 feet; thence N 10°45'09" W 11.50 feet; thence N 57°33'00" W 149.65 feet to a point of curvature of a 16.00 ft. radius curve to the left (radius point bears S 32°27'W W) and running along said curve 25.13 feet; thence N 57°33'00" W 74.50 feet to the true point of beginning. Containing: 2.170 acres.

Willow Run Resort Condominiums, Phase II (Amended):

Beginning at a point on the Easterly right of way line of Valley View Drive, said point being N 0°40'10" E 34.023 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence N 77°27' E 262.005 feet along said Valley View Drive to the westerly line of Willow Run Resort Condominiums Phase I; thence along said Westerly line as follows: S 57°33' E 74.50 feet to a point of a 16.00 foot radius curve to the right, the radius point of which bears S 57°33' E; thence easterly 25.13 feet along the arc of said curve to the point of tangency; thence S 57°33' E 149.65 feet; thence S 10°45'09" E 11.50 feet; thence S 44°36'48" E 6.13 feet; thence leaving said Phase I line S 32°27' W 118.85 feet; thence S 77°27' W 56.57 feet; thence N 57°33' W 141.50 feet; thence S 32°27' W 109.40 feet; thence N 57°33' W 72.50 feet to the point of beginning. Containing: 1.116 acres.

Willow Run Resort Condominiums, Phase III:

Beginning at a point on the Easterly right of way line of Valley View Drive, said point being S 0°40'10" E 34.023 feet along the center section line and West 61.29 feet from the center section corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence S 32°27' W 126.455 feet along said Valley View Drive; thence S 57°33' E 272.50 feet; thence S 32°27' E 128.05 feet; thence N 57°33' W 16.115 feet; thence N 12°27' E 80.335 feet; thence N 27°33' W 48.94 feet to the Westerly line of "Willow Run Resort Condominiums Phase II (Amended)" thence along said Phase II (Amended) as follows: S 57°33' W 141.50 feet; thence S 32°27' W 109.40 feet; thence N 57°33' W 72.50 feet to the point of beginning. Containing: 1.247 acres.

Willow Run Resort Condominiums - Phase IV (Amended):

Beginning at the most Southerly corner of Willow Run Resort Condominiums Phase III, said point being S 0°40'10" E 286.964 feet along the center section line and East 97.855 feet from the center of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the boundary line of Willow Run Resort Condominiums Phase III as

thence N 32°27' E 128.95 feet, thence N 57°33' W 16.115 feet, thence N 32°27' E 83.335 feet; thence N 27°33' W 48.94 feet to the most southerly corner of Willow Run Resort Condominiums Phase II "Amended"; thence leaving said Phase II and running N 77°7' E 56.57 feet along said Phase II "Amended"; thence leaving said Phase II "Amended" and running S 57°33' E 171.82 feet, thence N 35°48' E 38.83 feet; thence S 54°12' E 125.00 feet, thence S 35°48' W 18.80 feet; thence S 54°12' E 69.00 feet; thence S 35°48' W 285.00 feet; thence N 57°33' W 331.51 feet to the point of beginning. Containing 2.356 acres, more or less.

Willow Run Resort Condominiums, Phase V

Beginning at the most northerly point of Willow Run Resort Condominiums Phase V, said point being north 0°40'10" west 436.50 feet along the center section line and east 243.366 feet from the corner of section 26, township 42 south, range 16 west, Salt Lake Base and Meridian and running thence south 57°13' east 70.50 feet; thence south 32°27' west 35.00 feet; thence south 57°33' east 228.29 feet; thence south 10°50'18" east 142.02 feet; thence south 42°53'50" west 117.70 feet; thence south 79°18'29" west 74.03 feet; thence north 44°36'48" west 64.15 feet; thence south 32°27' west 118.85 feet; thence south 57°33' east 171.82 feet; thence north 75°48' east 38.83 feet; thence south 54°12' east 125.00 feet; thence south 35°48' west 18.80 feet; thence south 54°12' east 69.00 feet to an existing fence line; thence north 35°48' east along said fence line 115.00 feet; thence north 35°58'30" east along an existing fence line 341.27 feet to a point on the southerly line of Indian Hills Drive, said point being on a 2033.00 foot radius curve to the right (bearing to radius point is N 39°44'11" E), thence northwesterly 29.46 feet along the arc of said curve to a point of tangency; thence north 29°26' west 17.49 feet to the point of a 5813.42 foot radius curve to the right; thence northwesterly 245.29 feet along the arc of said curve thence leaving Indian Hills Drive and running north 57°33' west 393.13 feet to the easterly line of Valley View Drive, thence south 32°27' west 200.00 feet to the point of beginning. Containing 5.460 acres.

Legal Description also known as:

- WRR-1 - WILLOW RUN RESORT 1 CONDO (SG)
- WRR-2 - WILLOW RUN RESORT 2 CONDO AMD (SG)
- WRR-3 - WILLOW RUN RESORT 3 CONDO (SG)
- WRR-4 - WILLOW RUN RESORT 4 CONDO AMD (SG)
- WRR-5 - WILLOW RUN RESORT 5 CONDO AMD (SG)

EXHIBIT B - Unit Numbers and Square Footage
(Refer to Article II, 2.4)

UNIT #	Square Feet	% of Total	Phase	UNIT #	Square Feet	% of Total	Phase
A101	1,057	1.2%	I	1	1,770	2.0%	III
A102	783	0.9%	I	2	1,704	1.9%	III
A103	783	0.9%	I	3	1,510	1.7%	III
A104	1,181	1.3%	I	4	170	0.2%	III
A105	1,181	1.3%	I	5	1,770	2.0%	III
A106	1,181	1.3%	I	6	1,542	1.7%	III
A107	1,181	1.3%	I	7	1,704	1.9%	III
A108	1,057	1.2%	I	8	1,542	1.7%	III
A109	1,057	1.2%	I	9	1,704	1.9%	III
A201	1,057	1.2%	I	10	1,704	1.9%	III
A202	792	0.9%	I	11	1,820	2.1%	IV
A203	792	0.9%	I	12	1,704	1.9%	III
A204	1,421	1.6%	I	13	1,820	2.1%	IV
A205	1,421	1.6%	I	14	1,766	2.0%	IV
A206	1,421	1.6%	I	15	1,820	2.1%	IV
A207	1,421	1.6%	I	16	1,766	2.0%	IV
A208	1,057	1.2%	I	17	1,820	2.1%	IV
A209	1,057	1.2%	I	18	1,766	2.0%	IV
J101	747	0.8%	II	19	1,612	1.8%	IV
J102	747	0.8%	II	20	1,766	2.0%	IV
J103	1,115	1.3%	II	21	1,612	1.8%	IV
J104	1,115	1.3%	II	22	1,766	2.0%	IV
J105	612	0.7%	II	24	1,766	2.0%	IV
J106	475	0.5%	II	26	1,766	2.0%	IV
J107	475	0.5%	II	28	1,766	2.0%	IV
J108	612	0.7%	II	30	1,766	2.0%	IV
J109	747	0.8%	II	32	1,766	2.0%	IV
J110	747	0.8%	II				
J111	747	0.8%	II				
J112	747	0.8%	II				
J201	1,283	1.5%	II				
J202	1,283	1.5%	II				
J203	1,674	1.9%	II				
J204	1,674	1.9%	II				
J205	992	1.1%	II				
J206	695	0.8%	II				
J207	695	0.8%	II				
J208	992	1.1%	II				
J209	1,283	1.5%	II				
J210	1,283	1.5%	II				
J211	1,283	1.5%	II				
J212	1,283	1.5%	II				
Square Feet B							
43,206							
Square Feet G							
44,988							
Total Square Feet							
88,194							
Percentage C							
49.0%							
Percentage H							
51.0%							
Total Percentage							
100.0%							

EXHIBIT C

BYLAWS

OF

WILLOW RUN HOMEOWNERS ASSOCIATION

ARTICLE 1

PLAN OF UNIT OWNERSHIP

1.1 Name and Location. These are the Bylaws of the Willow Run Homeowners Association (the "Association"). Willow Run Homeowners Association is a residential Community that has been subjected to the Declaration recorded herewith.

1.2 Principal Office. The principal office of the Association shall be located at such place as may be designated by the Board of Directors from time to time.

1.3 Purposes. This Association is formed to serve as a means through which the Unit and/or Lot Owners may take action with regard to the administration, management and operation of the properties and Units and/or Lots therein.

1.4 Applicability of Bylaws. The Association, all Owners and all persons using the Property shall be subject to these Bylaws and to all rules and regulations which may be adopted pursuant to the Declaration and these Bylaws.

1.5 Composition of Association. The Association shall be composed of all Owners and the Association itself, to the extent any of these own any Units and/or Lots.

1.6 Incorporation of Association.

(a) The Association shall be incorporated under the Utah Revised Nonprofit Corporation Act. The Articles of Incorporation of the Association shall be consistent with the Declaration and these Bylaws, and these Bylaws shall constitute the Bylaws of the incorporated association.

(b) In the event the incorporated Association shall at any time be dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event, all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, which vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any such successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the incorporated association as if

they had been made to constitute the governing documents of the unincorporated association.

1.7 Definitions. The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

ARTICLE 2 MEETING OF ASSOCIATION

2.1 Place of Meeting. The Association shall hold meetings at such suitable place convenient to the Owners as may be designated by the Board of Directors from time to time.

2.2 Annual Meetings. Each regular annual meeting of the members shall be held on the same day of the same month of each year at a time and place within the State of Utah selected by the Board of Directors of the Association. If the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

2.3 Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the at least thirty percent (30%) of the members stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

2.4 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) days but not more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

2.5 Notice, Affairs, Electronic Means

(a) Notice. Any other provisions of the Declaration or these Bylaws notwithstanding and except as provided in paragraph (b) below, in any circumstance where notice is required to be given to the Owners, the Association may provide notice by electronic means, including text message, email, or the Association website, if the Board deems the notice to be fair and reasonable. It is the responsibility of each member to provide the Association with current and accurate information for the purpose of receiving notice by electronic means. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section 2.5 as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Option to Opt-Out. Upon receiving a request in writing from a member specifically requesting to opt-out from receiving notice by electronic means, the Association shall deliver notice by regular first class mail to the Member.

(c) Transactions or Actions. Any other provisions of the Declaration or these Bylaws notwithstanding, any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means.

(1) The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation by electronic means as the act of the member if the Board of Directors does so in good faith and has no reason to believe it is not the act of the member.

(2) A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person.

(3) A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association.

2.6 Voting. Each Unit and Lot shall be allocated one vote in the affairs of the Association as provided in the Declaration. The Board of Directors shall be entitled to vote on behalf of any Unit and/or Lot which has been acquired by or on behalf of the Association, except the Board of Directors shall not be entitled to vote such Units and/or Lots in any election of Board members.

2.7 Proxies, Absentee Ballots and Rights of Mortgagees.

(a) Proxies

(1) A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the secretary in accordance with procedures adopted by resolution of the Board of Directors.

(2) No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, however, no proxy may be valid for more than eleven (11) months after the date of execution.

(3) No proxy shall be valid if it purports to be revocable without notice.

(4) An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting of the Association or to the Board of Directors if a vote is being conducted by written ballot in lieu of a meeting pursuant to Section 2.12 below.

(5) Every proxy shall automatically cease upon sale of the Unit.

(b) Absentee Ballots. At the discretion (which shall be announced in the formal notice of the meeting) of the Board of Directors, a vote may be cast by absentee ballot.

(c) Mortgage Rights.

(1) An Owner may pledge or assign the owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the owner is entitled hereunder and to exercise the owner's voting rights from and after the time that the Mortgagee shall have given written notice of the pledge or assignment to the Board of Directors.

(2) Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

2.8 Fiduciaries and Joint Owners

(a) Fiduciaries. An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Unit and/or Lot owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity.

(b) Joint Owners. Whenever any Unit and/or Lot is owned by two or more persons jointly, according to the records of the Association, the vote of the Unit and/or Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-owner. In the event of a protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Unit and/or Lot shall be disregarded completely in determining the proportion of votes given with respect to the matter.

2.9 Quorum of Owners

(a) At the first such meeting or voting procedure authorized by the Board, the presence at a meeting in person, proxy, or mail-in ballot of thirty percent (30%) of Owners shall constitute a quorum of the Association; provided however, that if a quorum is not present at a meeting duly called, the Board shall have the right to continue said meeting to a date not more than sixty (60) days after the date of scheduled meeting. At such rescheduled meeting, those Owners entitled to vote who are present in person, by proxy or mail-in ballot shall constitute a quorum for all purposes.

(b) The subsequent ratification of an Owner, in the action taken at a meeting shall constitute the presence of the person for the purpose of determining a quorum. When a

quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

2.10 Binding Vote. The vote of at least sixty-seven percent (67%) of those members of the Association who actually cast votes through the voting procedure authorized by the Board for that particular action (e.g., at a meeting, through mail-in ballot, or a meeting in conjunction with the use of mail-in ballots) shall be the act of the Owners, unless the vote of a greater number is otherwise required by the Bylaws, Declaration, or by applicable law.

2.11 Order of Business. The order of business at annual meetings of the Association shall be according to the order established by the President, and by way of example, may include the following: (a) Calling of the roll and certifying of proxies; (b) Proof of notice of meeting or waiver of notice; (c) Reading of minutes of preceding meeting; (d) Reports of officers; (e) Reports of committees, if any; (f) Election of Board members; (g) Unfinished business; (h) New business, including review of and voting on reserves as required in the Declaration; and (i) Adjournment.

2.12 Meeting Procedure. Rules of order may be adopted by resolution of the Board of Directors, otherwise, the President shall conduct meetings according to the procedure he or she deems fit.

2.13 Action by Written Ballot in Lieu of a Meeting.

(a) Action by Written Ballot. At the discretion of the Board of Directors, any action, except election or removal of Board members, that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner that is entitled to vote on the matter not less than twenty (20) days prior to the date on which the ballots must be received by the Association in order to be counted.

(b) Form and Effect of Ballot. The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. A written ballot may not be revoked.

(c) Information Required in Ballot Solicitations. All solicitations for votes by written ballot must:

- (1) State the number of responses needed to meet any applicable quorum requirements and the total percentage of votes needed for approval.
- (2) Specify the period during which the Association will accept written ballots for counting, which period shall end on the earliest of the following unless the vote is pursuant to the secrecy procedure described in Subsection (d) of this section: (A) The date on which the Association has received a sufficient number of approving ballots to pass the proposal; (B) The date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage; or (C) A date certain on which all ballots must be returned to be counted.

(d) **Secrecy Procedure.** The Board of Directors may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) A secrecy envelope; (2) A return identification envelope to be signed by the owner; and (3) Instructions for marking and returning the ballot.

(e) **Determination of Vote.** The outcome of a vote by written ballot in lieu of a meeting shall be determined by the Board of Directors within seventy-two (72) hours of the deadline for return of ballots, or in the event the ballot return date is postponed, within forty-eight (48) hours of the postponed date. Matters that may be voted on by written ballot shall be deemed approved or rejected as follows:

(1) If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of owners has voted and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected.

(2) If approval of a proposed action otherwise would require a meeting at which a specified percentage of owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met.

(3) Except as provided in Subsection (e)(4) of this section, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

(4) Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

(f) **Owner Notification of Ballot Results.** The Board shall notify each Owner within fifteen (15) days after the ballots have been counted, by mail, e-mail or other method reasonably calculated to provide notice, of the results of the ballot or that a quorum of ballots was not returned.

2.14 Action Without a Meeting.

(a) Any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting and without solicitation of written ballots pursuant to this Section 2.13, if the action is taken by the number of owners required to pass the action.

(b) The action must be evidenced by one or more written consents describing the action taken, signed by the number of Owners required to pass the action, and delivered to the Association for inclusion in the minutes or filing with the Association records.

(c) Action taken under this section is effective when the last owner signs the consent, unless the consent specifies an earlier or later effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

ARTICLE 3 BOARD OF DIRECTORS SELECTION, TERM OF OFFICE

3.1 Number, Term, and Qualification.

(a) The affairs of the Association shall be governed by a Board of Directors composed of seven (7) directors. It is the intent of these Bylaws that the terms of the directors shall be staggered. The terms of each of the directors of the Association are already staggered; therefore, at the end of each director's term, the successor elected at the end of a director's term shall serve for terms of three (3) years.

(b) Upon a binding vote of the voting rights entitled to be cast by the members present or represented by proxy or absentee ballot, if permitted, at which a quorum is present, the Board of Directors may be increased from five (5) directors to seven (7) directors or may be decreased from seven (7) directors to (5) directors, as the case may be. If the number of directors is increased, two (2) additional directors shall be elected by the members to serve, one for a one-year term, and one to serve for a two-year term.

(c) All Board members must be an Owner or the co-owner of a Unit and/or Lot. However, multiple Owners of the same Unit and/or Lot may not serve as Board members simultaneously. An officer or employee of a corporation, a partner of a partnership, a trustee of a trust, a personal representative of an estate or an employee of a trust or estate, may serve on the Board if the corporation, partnership, trust or estate owns a Unit and/or Lot.

3.2 Vacancies. Vacancies on the Board of Directors, caused by any reason other than the removal of a Board member by a vote of the Association, shall be filled for the balance of the term of each Board membership by vote of a majority of the remaining Board members even though they may constitute less than a quorum. Each person so elected shall be a Board member until a successor is elected upon expiration of the term for which the person was elected by the other Board members to serve.

3.3 Removal of Board members.

(a) At any annual or special meeting, other than a meeting by written ballot conducted pursuant to Section 2.12 above, any one or more of the Board members, other than

interim Board members, may be removed, with or without cause, by a majority of the Owners present in person or by proxy, at a duly constituted meeting. A successor may be elected at that meeting to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Trustee whose removal has been proposed by the owners may be given an opportunity to be heard at the meeting.

(b) The Board of Directors, pursuant to Section 6.2(c) below, may declare the office of a member of the Board of Directors to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Board of Directors. The vacancy shall be filled as provided in Section 3.2 above.

3.4 Compensation. No Board member shall receive compensation for any service he or she may render to the Association. However, any Trustee may be reimbursed for actual expenses incurred in the performance of his or her duties.

3.5 Action Taken Without A Meeting. The Board members shall have the right to take any action in the absence of a meeting which they could take at a regular or special meeting by obtaining the written approval of all the Board members in accordance with Utah Code Ann. §16-6a-813, as amended from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Board members.

ARTICLE 4

NOMINATION AND ELECTION OF BOARD OF DIRECTORS MEMBERS

4.1 Nomination.

(a) Method of Nomination. Nomination for election to the Board of Directors, including action under Section 3.3 above, may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or any special meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies.

(b) Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors; and two (2) or more members of the Association.

4.2 Election. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 5

MEETINGS OF BOARD OF DIRECTORS

5.1 Organizational Meeting.

(a) Location, Date and Time. The first meeting of a newly-elected Board of Directors shall be held within fourteen (14) days of election at such place, date and time as shall be fixed by the Board members at the meeting at which the Board members were elected and no notice shall be necessary to owners or to the newly elected Board members in order to legally hold the meeting providing a majority of the elected Board members are present.

(b) Procedure and Business. Until the election of new officers, the meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is a member of the newly constituted board. At the organizational meeting, the Board of Directors shall elect officers in accordance with Section 7.2 below and may conduct any other Association business.

5.2 Regular Meetings. Regular meetings of the Board of Directors shall be held, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, or at a another date and time agreed upon by the Board of Directors, but not more than one week after the legal holiday.

5.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) Board members, after not less than three (3) days notice to each Board member by mail, including electronic mail if approved by the Board, telephone, or facsimile. The notice must state the time, place, and purpose of the meeting.

5.4 Meeting Procedure. Unless other rules of order are adopted by resolution of the Board of Directors.

(a) Meetings of the Board of Directors shall be conducted by the President.

(b) A decision of the Board of Directors may not be challenged because the appropriate rules of order were not used.

(c) A decision of the Board of Directors is deemed valid without regard to any procedural errors related to the rules of order unless the error appears on the face of a written instrument memorializing the decision.

5.5 Open Meetings; Executive Sessions

(a) Open Meetings. Except as provided in Subsection (b) of this section, all meetings of the Board of Directors shall be open to Unit Owners. However, no Owner shall have a right to participate in the Board of Directors meeting unless the Owner is also a member of the Board. The president shall have the authority to exclude an Owner who disrupts the proceedings at a Board meeting.

(b) Executive Sessions. In the discretion of the Board, the following matters may be considered in executive session:

(1) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;

(2) Personnel matters, including salary negotiations and employee discipline;

(3) The negotiation of contracts with third parties;

(4) Collection of unpaid assessments; and

(5) Other matters of a sensitive, private, or privileged nature.

(c) Executive Session Procedure. Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

5.6 Meetings by Telephonic or Electronic Communication. In the event of an emergency, or by decision of the Board, meetings of the Board of Directors may be conducted by telephonic communication or by the use of a means of communication that allows all members of the Board of Directors participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

5.7 Waiver of Notice. Any Board member may, at anytime, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice by the Board member, except where the Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. If all Board members are present at any meeting of the board, no notice to Board members shall be required and any business may be transacted at the meeting.

5.8 Quorum and Acts. At all meetings of the Board of Directors a majority of the existing Board members shall constitute a quorum for the transaction of business and the acts of the majority of the Board members present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE 6 POWERS, RIGHTS, AND DUTIES OF THE BOARD OF DIRECTORS

6.1 General Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, the Declaration or by these Bylaws directed to be exercised and done by the Owners.

6.2 Specific Powers. In addition to powers imposed by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act, the Utah Community Association Act or other applicable law, the Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas, including any improvements and amenities located thereon, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use of any recreational facilities located on any Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for a period not to exceed sixty (60) days for infraction of published rules and regulations or any provisions of the Declaration.

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(d) Employ a manager, independent contractor, or such other individuals, entities or employees as they deem necessary and to prescribe their duties.

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

(f) As more fully provided in the Declaration, to:

(1) Foreclose the lien against any Unit and/or Lot for which Assessments are not paid within thirty (30) days after the due date thereof or to bring an action at law against the Owner personally obligated to pay the same;

(2) Procure and maintain adequate liability and hazard insurance on property Owned by the Association or maintained by the Association if required by the Declaration.

(3) Cause all officers or employees, if any, having fiscal responsibilities to be bonded as it may deem appropriate.

(4) Cause to be maintained the Common Areas and any other areas shown on the Plat that may be owned by governmental entities who are not maintaining such areas and any other property required to be maintained by the Declaration.

(5) Establish and maintain the financial accounts of the Association.

(6) Establish a budget for payment of all Common Expenses of the Association, and institute and maintain a voucher system for payment, which may require a sufficient number of signatures thereon as may be reasonably necessary to prevent any misuse of the Association's funds.

(7) In the Board's discretion, appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE 7 OFFICERS AND THEIR DUTIES

7.1 Designation and Qualification.

(a) **Designation.** The principal officers of the Association shall be a president, a vice-president, a secretary and a treasurer. The Board members may designate the office of assistant treasurer and assistant secretary.

(b) **Qualifications.** The president and vice-president shall be a member of the Board of Directors, but the other officers need not be Board members. Any Board member may be an officer of the Association.

(c) **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices specified in subsection (a) of this section.

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

7.2 **Election and Vacancies.** The officers of the Association may be elected by the Board of Directors at the organizational meeting of each new Board held in accordance with Section 5.1 above or any Board of Directors meeting thereafter to serve until their respective successors are elected at the next organizational meeting. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Board of Directors shall elect a successor to fill the unexpired term at any meeting of the Board of Directors.

7.3 **Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

7.4 Removal of Officers. Officers shall hold office at the pleasure of the Board of Directors. Upon an affirmative vote of a majority of the members of the Board of Directors any officer may be removed, either with or without cause.

7.5 Compensation of Officers. No officer who is a member of the Board of Directors may receive any compensation from the Association for acting as an officer, unless the compensation is authorized by a binding vote of the Owners. The Board of Directors may fix any compensation to be paid to any officers who are not also Board members.

7.6 Duties of Officers. The duties of the officers are as follows.

(a) President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

(c) Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, have charge of such books and papers as the Board of Directors may direct, and in general, perform all of the duties incident to the office of secretary.

(d) Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent, and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors and disbursing funds as directed by resolution of the Board of Directors.

ARTICLE 8 INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS

Each officer and Board member of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or

having been a Board member or officer of the Association. The foregoing right to indemnification shall be exclusive of any other rights to which the Board member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

ARTICLE 9 RECORDS AND AUDITS

The Association shall maintain within the State of Utah, all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Directors

9.1 General Records.

(a) The Board of Directors and managing agent or manager, shall keep records of the actions of the Board of Directors and managing agent or manager; minutes of the meetings of the Board of Directors; and minutes of the meeting of the Association.

(b) The Board of Directors shall maintain a Book of Resolutions containing the rules, regulations, and policies adopted by the Association and Board of Directors.

(c) The Board of Directors shall maintain a list of Owners. The list of Owners may specify whether the Owner is an Owner in Good Standing or a Suspended Owner.

(d) The Association shall retain within this State, all records of the Association for not less than the period specified in applicable law.

9.2 Records of Receipts and Expenditures. The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Community, itemizing the maintenance and repair expenses of the Common Area or Association property and any other expenses incurred.

9.3 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

9.4 Financial Reports and Audits.

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to all Owners and to all mortgagees of Units who have requested the same in writing within ninety (90) days after the end of each fiscal year.

(h) From time to time, the Board of Directors, in its sole discretion and at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners and Mortgagees of Units and/or Lots

9.5 Inspection of Records by Owners

(a) Except as otherwise provided in Section 9.6 below, all records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Unit pursuant to rules adopted by resolution of the Board of Directors or if no such resolution has been adopted, pursuant to the Utah Revised Nonprofit Corporation Act.

(b) The Board of Directors shall maintain a copy, suitable for the purposes of duplication, of the following: (1) The Declaration, Bylaws and any amendments in effect or supplements thereto, and rules and regulations of the Association; (2) The most recent financial statement prepared pursuant to Section 9.4 above; and (3) The current operating budget of the Association.

(c) The Association, within five (5) business days after receipt of a written request by an owner, shall furnish the requested information required to be maintained under Subsection (b) of this section, subject to a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

(d) The Board of Directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

9.6 Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

(a) Personnel matters relating to a specific identified person or a person's medical records.

(b) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

(c) Communications with legal counsel that relate to matters specified in Subsections (a) and (b) of this section, and any other communications with legal counsel that are protected by any privilege, including the attorney client privilege

(d) Disclosure of information in violation of law.

(e) Documents, correspondence or management or Board reports compiled for or on behalf of the Association or the Board of Directors by its agents or committees for consideration by the Board of Directors in executive session held in accordance with these Bylaws.

(f) Documents, correspondence or other matters considered by the Board of Directors in executive session held in accordance with these Bylaws.

(g) Files of individual Owners, other than those of a requesting Owner or requesting mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

9.7 Notice of Sale or Mortgage. Immediately upon the sale or Mortgage of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of the purchaser, vendee or Mortgagee.

ARTICLE 10 ASSESSMENTS

10.1 Each member is obligated to pay to the Association Assessments specified in the Declaration which are secured by a continuing lien upon the Unit and/or Lot against which the assessment is made.

10.2 Any Assessments or portions thereof which are not paid when due shall be delinquent and subject to the remedies specified in the Declaration. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit and/or Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

10.3 No Owner may waive or otherwise escape liability for the Assessment provided for in the Declaration by non-use of the Common Areas or abandonment of the Owner's Unit and/or Lot.

ARTICLE 11 AMENDMENTS

11.1 Adoption. Amendments to these Bylaws may be approved by the Association at a duly constituted meeting or meeting by written ballot in lieu of a meeting conducted pursuant to these Bylaws. The affirmative assent of at least sixty-seven percent (67%) of those members of the Association, who actually cast votes through the voting procedure authorized by the Board for that particular action (e.g., at a meeting, through mail-in ballot, or a meeting in conjunction with the use of mail-in ballots) at which a quorum is present shall be the act of the Owners. In addition to the approval of the Owners, fifty-one percent (51%) of the Eligible Holders shall be required for any amendment or change to the material provisions of the Bylaws pertaining to voting rights.

11.2 Execution and Recording. An amendment shall not be effective until certified by the president and secretary of the Association as being adopted in accordance with these Bylaws, acknowledged and recorded with the County Recorder's Office.

11.3 Challenge to Validity. No action to challenge the validity of an adopted amendment may be brought more than one (1) year after the amendment is recorded.

ARTICLE 12 MISCELLANEOUS

12.1 Notices.

(a) **Association.** All notices to the Association or the Board of Directors shall be sent care of the managing agent.

(b) **Owners.**

(1) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board of Directors, or if no address has been designated, then to the Owner's Unit and/or Lot.

(2) If a Unit and/or Lot is jointly owned or the Unit and/or Lot has been sold under a land sale contract, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Unit and/or Lot shall be sufficient.

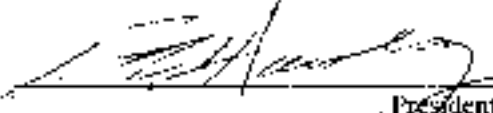
12.2 Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

12.3 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

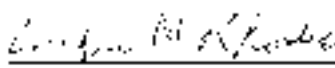
12.4 Fiscal Year. The fiscal year of the Association shall be determined by the Board in its discretion.

12.5 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 9th day of January, 2012.



, President



, Secretary

DOC ID 20120006706

Amended Restrictive Covenants Page 1 of 3
Russell Shirts Washington County Recorder
03/01/2012 02:44:46 PM Fee \$14.00 By
RICHARDS, KIMBLE & WINN, P.C.

After Recording Return To:

F1 Property Management
491 E. Riverside Drive, 1B
St. George, UT 84790

**CORRECTIVE AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
WILLOW RUN HOMEOWNERS ASSOCIATION
(to correct a scrivener's error in Exhibit B)**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions & Restrictions for Willow Run Homeowners Association ("Declaration") is applicable to the Declaration recorded as Entry No. 20120000694 on January 9, 2012, records of the Washington County Recorder

RECITALS

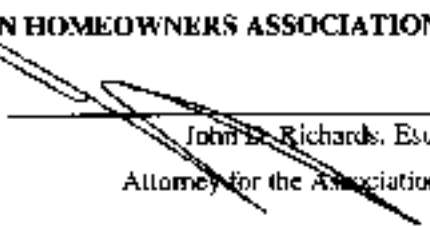
A. The Declaration referenced above contains an "Exhibit B" which erroneously omitted two units and the related square footage and percentage ownership of the common areas of each unit

B. This was an unintended scrivener's error and the votes originally received to adopt the Declaration contemplated Exhibit B as attached hereto.

NOW, THEREFORE, in order to properly describe the units subject to the Declaration, the attached Exhibit B is hereby recorded to amend, clarify and correct the records of the Association and of the records of the Washington County Recorder.

IN WITNESS WHEREOF, this Amendment is recorded under the authority of the Willow Run Homeowners Association and has been executed this 1 day of March, 2012.

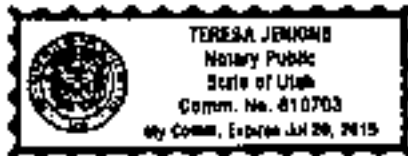
WILLOW RUN HOMEOWNERS ASSOCIATION



John L. Richards, Esq.
Attorney for the Association

STATE OF UTAH)
 SS
County of Salt Lake)

On the 1 day of March, 2012, personally appeared before me John D. Richards who, being first duly sworn, did say that he is the authorized agent and attorney of the Willow Run Homeowners Association and authorized to execute and sign this corrective amendment on behalf of the Association.



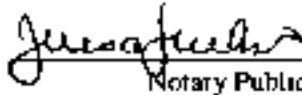

Notary Public for Utah

EXHIBIT B - Condominium Unit Numbers and Square Footage

(Refer to Article II, 2.4)

UNIT #	Square Feet	% of Total	Phase	UNIT #	Square Feet	% of Total	Phase
A101	1,057	1.1%	I	1	1,770	1.9%	III
A102	783	0.8%	I	2	1,704	1.8%	III
A103	783	0.8%	I	3	1,510	1.6%	III
A104	1,191	1.3%	I	4	170	0.2%	III
A105	1,191	1.3%	I	5	1,770	1.9%	III
A106	1,191	1.3%	I	6	1,542	1.7%	III
A107	1,181	1.3%	I	7	1,704	1.8%	III
A108	1,057	1.1%	I	8	1,542	1.7%	III
A109	1,057	1.1%	I	9	1,704	1.8%	III
A201	1,057	1.1%	I	10	1,704	1.8%	III
A202	792	0.9%	I	11	1,820	2.0%	IV
A203	792	0.9%	I	12	1,704	1.8%	III
A204	1,421	1.5%	I	13	1,820	2.0%	IV
A205	1,421	1.5%	I	14	1,766	1.9%	IV
A206	1,421	1.5%	I	15	1,820	2.0%	IV
A207	1,421	1.5%	I	16	1,766	1.9%	IV
A208	1,057	1.1%	I	17	1,820	2.0%	IV
A209	1,057	1.1%	I	18	1,766	1.9%	IV
J101	747	0.8%	II	19	1,612	1.7%	IV
J102	747	0.8%	II	20	1,766	1.9%	IV
J103	1,115	1.2%	II	21	1,612	1.7%	IV
J104	1,115	1.2%	II	22	1,766	1.9%	IV
J105	612	0.7%	II	23	2,175	2.4%	IV
J106	475	0.5%	II	24	1,766	1.9%	IV
J107	475	0.5%	II	25	2,167	2.3%	IV
J108	612	0.7%	II	26	1,766	1.9%	IV
J109	747	0.8%	II	28	1,766	1.9%	IV
J110	747	0.8%	II	30	1,766	1.9%	IV
J111	747	0.8%	II	32	1,766	1.9%	IV
J112	747	0.8%	II				
J201	1,283	1.4%	II				
J202	1,283	1.4%	II				
J203	1,674	1.8%	II				
J204	1,674	1.8%	II				
J205	992	1.1%	II				
J206	695	0.8%	II				
J207	695	0.8%	II				
J208	992	1.1%	II				
J209	1,283	1.4%	II				
J210	1,283	1.4%	II				
J211	1,283	1.4%	II				
J212	1,283	1.4%	II				
Square Feet Column I			43,206				
Square Feet Column II			49,325				
Total Square Feet			92,531				
Percentage Column I			46.7%				
Percentage Column II			53.3%				
Total Square Feet			100.0%				