

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE
PAGE COUNTRY CORNER CONDO ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION is adopted as of the date hereinafter set forth by the Owners of the Units in the Page Country Corner Cond Association pursuant to the provisions of Utah Code Ann Section 57-8-1 et seq., known as the Utah Condominium Ownership Act, (hereinafter referred to as the "Act").

RECITALS

A. Jim Page Construction was the record owner of that certain tract of land more particularly described in Article II hereof, and acted as the Declarant of the Project referenced herein.

B. Declarant constructed upon said tract a Condominium Project, including certain Units and other improvements. All of such construction was performed in accordance with the plans and drawings contained in the Record of Survey Map filed for record simultaneously with the original Declaration of Covenants, Conditions and Restrictions of the Page Condominiums which were recorded on March 17, 1998 as Entry No. 25207 in Book 4564, Pages 473-492 of the Utah County Recorder. (The "Original Declaration")

C. Declarant, by filing the Original Declaration and the Record of Survey Map, submitted said tract and all improvements now or hereafter constructed thereon to the provisions of the Utah Condominium Ownership Act as a Condominium Project originally known as "Page Condominiums."

D. A majority of the Owners of the Units in the Project desire, by the adoption and recordation of this Declaration and the Bylaws attached hereto as Exhibit "B" to amend and restate certain provisions of the Original Declaration.

NOW THEREFORE, for the foregoing purposes, the undersigned, on behalf of the Association, hereby declares and certifies as follows:

**ARTICLE I
DEFINITIONS**

When used in this Declaration (including that portion hereof captioned "Recitals" and in the Bylaws attached hereto as Exhibit "1") the terms shall have the meaning stated in the Utah Condominium Ownership Act and as follows, unless the context otherwise requires.

1. Act shall mean and refer to the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated (1953), as the same may be amended from time to time.
2. Declaration shall mean and refer to this Declaration. The Original Declaration and this Declaration have been drafted to comply with the requirements of the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated 1953. Any ambiguities, omissions, and/or conflicts shall be construed to comply with the provisions of said Act.
3. Record of Survey Map, Survey Map, or Map shall mean and refer to the Record of Survey Map recorded on March 17, 1998, as Entry No 25206-1998 in Map Book 49, Map Page 319, captioned "Page Condominiums."
4. Property shall mean and refer to the Tract or Entire Tract described in Exhibit "A," the buildings, all improvements and the structures thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.
5. Building shall mean and refer to a structure containing Units and comprising a part of the Project.
6. Common Areas or the Common Areas and Facilities shall mean and refer to and include:
 - (a) The real property and interest in real property which the Original Declaration submitted to the provisions of the Act, including the entirety of the Tract and all landscaping, sidewalks, walkways, parking areas, private streets or roadways located thereon, and exterior Building surfaces including roofs and decks, but excluding all Units.
 - (b) Those Common Areas and Facilities specifically included in the respective Units as hereinafter defined.
 - (c) That part of the Project not specifically included in the respective Units as hereinafter defined.
 - (d) All Limited Common Areas and Facilities.
 - (e) All exterior walkways, streets, yards, gardens, fences, open parking spaces, installation of central services such as power, light, gas, all apparatus and installations existing for common use, such recreational and community facilities as may be provided for.
 - (f) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

(g) Except as otherwise expressly stated herein, all Common Areas and facilities as defined in the Act whether or not expressly listed herein.

7. Condominium Unit or Unit shall mean and refer to one of the residential living units in the Project, including any basement area for that Unit, intended for independent use as defined in the Act, together with the undivided interest in and to the Common Areas and Facilities appertaining to the Unit. Mechanical equipment and devices located within any Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus and the like, shall also 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, inter alia and as appropriate, wallpaper, paints, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines, or installation constituting part of a particular Unit or serving only that Unit, and any structural members of any other property of any kind, including fixtures and appliances, usefulness of the remainder of the Building within which the Unit is situated, shall be considered part of the Unit.

8. Management Committee or Committee shall mean and refer to the Committee as provided in the Declaration charged with and having the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Property.

9. Page Country Corner Condo Association, Association of Unit Owners or the Association shall mean and refer to the Unit Owners acting as a group in accordance with the Declaration and Bylaws.

10. Common Expenses shall mean all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of this Declaration, the Bylaws, such rules, regulations and other determinations and agreements pertaining to the Project as the Management Committee, the Unit Owners, or the Association as hereinafter mentioned, may from time to time adopt.

11. Mortgage shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

12. Mortgagee shall mean any person named as a mortgagee or beneficiary under or holder of a deed of trust.

13. Limited Common Areas and Facilities or Limited Common Areas shall mean those Common Areas designated in the Original Declaration and shown on the Map as reserved for use of a certain Unit or Units to the exclusion of other Units. Limited Common Areas include storage areas and parking spaces specifically assigned for the exclusive use of the individual Unit Owner.

14. Unit Number shall mean and refer to the number, letter or combination thereof which designates a Unit on the Map.

15. Unit Owner or Owner shall mean and refer to the Owner of the fee in a Unit and the ownership of an undivided interest in the Common Areas that are appurtenant thereto. In the event a Unit is the subject of an installment contract of sale, the Buyer shall, unless the Seller and the Buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for all purposes.

16. The Tract or Entire Tract shall mean and refer to the following described tract of land situated in Utah County, State of Utah, together with all appurtenances thereto:

(See Exhibit "A" for Property Description)

17. Condominium Project or Project shall mean and refer to the Page Country Corner Condo Association.

ARTICLE II SUBMISSION TO THE ACT

Declarant previously submitted to the provisions of the Act the following described real property situated in Utah County, State of Utah, to wit:

(See Exhibit "A" for Property Description)

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

If the above-described Tract 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.

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; all mineral reservations or record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any Mortgage (and nothing in this paragraph shall be deemed to modify or amend such Mortgage); all visible easements and rights-of-way, all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Tract 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.

ARTICLE III
COVENANTS, CONDITIONS AND RESTRICTIONS

The submission to the Act was made upon and under the following covenants, conditions and restrictions.

1. Description of Improvements. The improvements included in the Project are located on the Tract above described, and all of such improvements are described on the Map. The Map indicates the number of Units which are contained in the Buildings and other significant facts relating to such Buildings and Common Areas.

The Project consists of a total of 12 Units in two Buildings. The Buildings will be conventional wood-frame construction with siding exterior and asphalt shingle roofing. Each Building consists of three levels, with the lower level being partially under-ground, making a building which is 2 ½ stories in height. Each Unit contains approximately 700 square feet of floor area and consists of one bedroom, 1 bath, living room and kitchen-dining area. Each Unit is provided with one covered parking space which is located on the lowest level, which space is designated as Limited Common Area.

2. Description and Legal Status of Units. The Map shows the Unit Number of each Unit, its location, dimensions from which its areas may be determined, the Limited Common Areas that are reserved for its use, and the Common Areas of the Project. The individual family living Units are legally designated and described by number.

3. Common and Limited Common Areas. The Common Areas contained in the Project are described and identified in Article I hereof and in the Map. Neither the ownership of undivided interest in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

4. Proportionate Ownership of Common Areas. The proportionate share of the Unit Owners in the Common Areas shall be for all purposes, including, but not limited to, voting and assessment for common expenses.

5. Holding Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but not without limitation, joint tenancy or tenancy in common.

6. No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Unit ownership to such Unit and the exclusive right to use and occupy the Limited Common Areas appurtenant to each Unit, shall always be conveyed, devised, encumbered, or otherwise affected only together and may never be separated from one another. Every gift, devise, bequest, encumbrance, conveyance, judicial sale, or other transfer (whether voluntary or involuntary) respectively, shall

be of the entire Unit, together with all appurtenant rights created by law or by this Declaration, otherwise, the same shall be void.

7. No Partition. The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring action for partition thereof.

8. Use of Common Areas and Limited Common Areas. Subject to the limitations contained in the Declaration and the Bylaws, any Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein (and on the Map) for exclusive use by such Unit Owner.

9. Maintenance. As more fully set forth in the Bylaws, each Owner shall at his own cost and expense maintain, repair, and decorate the interior of his Unit. As more fully set forth in the Bylaws, the Association shall provide maintenance and repairs upon all Common Areas and improvements.

10. Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designed for use in connection with his Unit in a clean, sanitary and attractive condition at all times.

11. Easements for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same, shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas or upon an adjoining Unit or Units, an easement for such encroachment and for maintenance shall and does exist. Such encroachment shall not be considered to be encumbrances either in the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the Tract, by error in the Map, by settling, raising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

12. Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable rights, to be exercised by the Committee as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of the Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of Unit Owners, shall be an expense of all the Unit Owners and assessed proportionately; provided, however, that if such damage is the result of negligence of the Owner of the Unit, then such Owner shall be financially responsible for all such damage.

Amounts owing by Owners pursuant hereto shall be collected by the Committee by assessment pursuant to the Declaration and Bylaws.

13. Right of Ingress, Egress, Lateral Support. Each Owner shall have the unrestricted right to ingress and egress over, upon and across the Common Areas designated for use in connection with his Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

14. Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary to appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

15. Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the tract above described in Article II for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, electricity and other utility services.

16. Legal Description of a Unit. Each conveyance or installment contract for the sale of a Unit and every other instrument effecting title to a Unit may describe that Unit by the letter and number shown on the Map with appropriate reference to the Map and to this Declaration, as each shall appear on the records of the County Recorder of Utah County, State of Utah, and in substantially the following form:

Unit _____ shown in the Record of Survey Map for the Page Condominiums appearing in the records of the Utah County Recorder, as Entry No. _____, Map No. _____, and as identified and described in the Declaration of Covenants, Conditions and Restrictions appearing as Entry No. _____, in Book _____, at Pages _____ of the official records of the Utah County Recorder together with an undivided interest in and to the Common Areas appertaining to said Unit as established in said Declaration and Map. This conveyance is subject to the provisions of the aforesaid Declaration of the Page Condominiums, including any amendments thereto. The undivided interest in the Common Areas conveyed hereby is subject to modification from time to time as provided in the Declaration for expansion of the Project.

Such description will be construed to describe the Unit, together with an undivided interest in and to the Common Areas as the same is established and identified in the Declaration and Map referred to above, and to incorporate all the right incident to Ownership of a Unit and all the limitations of such Ownership as described in this Declaration.

17. Management Committee. Except as hereinafter provided, the Project shall be managed, operated and maintained by the Management Committee as agent for the Unit Owners.

18. The Pages Country Corner Condo Association. The conveyance of each Unit and its proportionate share of the Common Areas shall be subject to the covenants, conditions,

restrictions, easements, charges and liens as contained in the Declaration and any supplements or amendments thereto recorded in the Office of the County Recorder of Utah County, State of Utah, prior to the conveyance of any Unit. All Unit Owners in the Condominium Project shall automatically become members of the Pages Country Corner Condo Association, a Utah non-profit corporation, which shall elect the Management Committee to maintain and administer facilities, maintain Common Areas in the Project, and enforce the covenants and restrictions imposed in this Declaration and to collect and disburse the assessments and charges created herein. The Pages Country Corner Condo Association has been established and incorporated for the benefit of the Unit Owners of the Condominium Project.

19. Assessments. Each Owner of a Unit by the acceptance of a deed or installment contract therefore, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other Owner and with the Management Committee to pay annual assessments made by them for the purposes provided in this Declaration and in the Bylaws, and special assessments for capital improvements and other matters as provided in this Declaration and in the Bylaws. Such assessments shall be fixed, established and collected from time to time in the manner provided in the Bylaws.

20. Use of Unit.

(a) Housing Use. Each of the Units in the Project shall be utilized for residential purposes only and is intended to be used as a one-family residence. Occupancy of each Unit is restricted to one "Family" as defined by Provo City Zoning Ordinance 14.06.020, or any successor ordinance. Each Unit may be rented or leased by the Unit Owner for use and occupancy as herein stated. Any such lease must be in writing and be subject to the Declaration, Bylaws and rules and regulations adopted by the Management Committee.

(b) Restriction Concerning Common Areas. There shall be no obstruction of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interest of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas, except upon consent of the Management Committee.

(c) Miscellaneous Restrictions. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Management Committee, but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. No damage to or waste of the

Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owners, and each Owner shall indemnify and hold the Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

(d) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas, other than service animals, the need for which must be established in accordance with rules and regulations adopted by the Management Committee.

(e) No Violation of Rules and Regulations. No Owner or Tenant shall violate the rules and regulations for the use of the Units and the Common Areas as adopted from time to time by the Management Committee.

(f) Restrictions on Alterations. No structural alterations to any Unit shall be made by any Owner without the prior written approval of the Management Committee.

21. Insurance. The Management Committee shall secure or cause to be secured and maintained at all times the following insurance and bond coverage.

21.1. **Insurance Requirement**. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

21.2. **Annual Insurance Report**. Not later than sixty (60) days prior to the annual meeting of the Association, the Management Committee may obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in the community association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; and (3) a description of any flood insurance and material exclusions and limitations for that coverage and

if no flood insurance is obtained. The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. If obtained, the most recent annual insurance report shall be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request. If the report is distributed to Owners at the annual meeting, a copy shall also be mailed to Owners not personally in attendance within thirty (30) days of the meeting.

21.3. **Property Insurance.**

(a) **Hazard Insurance.**

(1) **Blanket Policy of Property Insurance.** The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Units, fixtures, and building service equipment.

(i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an “all in” or “all inclusive” insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

(ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

(iii) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost

coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

(v) Each property policy that the Association is required to maintain shall also contain or provide for the following: (1) "Inflation Guard Endorsement," if available; and (2) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction).

(b) Owner Responsibility for Payment of Deductible. 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 11.3(b)(1) and subject to Subsection 11.3(b)(3):

(i) The Owner is responsible for the Association's policy deductible; and

(ii) Building property coverage, often referred to as coverage A, of the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

(3) For the purpose of this Subsection 11.3(b)(3): (A) "Covered Loss" means a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy; (B) "Unit Damage" means damage to a Unit; and (C) "Unit Damage Percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit Damage.

(i) 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 Association's property insurance policy.

(ii) If an Owner does not pay the amount required under Subsection (11.3)(b)(3)(i) within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit, the

Association may levy an assessment against the Owner for that amount.

(c) Flood Insurance.

(1) If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained covering the Project or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated flood hazard areas; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property.

(2) If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Management Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(d) Association's Obligation to Segregate Property Insurance Deductible.

The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(e) Association's Right to Not Tender Claims That Are Under the Deductible.

If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible: (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (ii) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (iii) the Association need not tender the claim to the Association's insurer.

(f) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation under Subsection 11.3(b) for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide

notice shall not invalidate or affect any other provision in this Declaration.

21.4. Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than one million dollars (\$1,000,000) covering all claims for death of or injury to any one Person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

21.5. Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Management Committee, the officers, and the Association, to the extent such a policy is available, against claims for wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract. This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Management Committee, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any **other policy that covers the Manager** or any employees of the Manager.

21.6. Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three months regular Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Management Committee members of the Association, (b) employees and elected volunteers of the Association, if available, (c) any Manager of the Association, and (d) officers, directors, and employees of any Manager of the Association.

21.7. Workers' Compensation Insurance. The Management Committee shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and may purchase workers compensation insurance even if the Association has no employees, as the Management Committee deems appropriate.

21.8. **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

21.9. **Named Insured.** The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

21.10. **Association's Right to Negotiate All Claims and Losses and Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy: (a) shall be payable to an Insurance Trustee if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and appropriate disposition of all insurance proceeds, the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

21.11. **Insurance Trustee.** In the discretion of the Management Committee or upon written request executed by Owners holding fifty percent (50%) or more of the Undivided Interests, the Management Committee shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Management Committee (as the case may be) shall require related to a loss and receipt or potential receipt of insurance proceeds.

21.12. **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association to terminate an insurance policy, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

21.13 Waiver of Subrogation against Owners and the Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the Owners, any Person residing with a Unit Owner if an Owner resides in the Unit, and the Association's agents and employees.

21.14 Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements and provisions in 2011 Senate Bill 167 (the final version as enacted by the legislature) that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

22. Damage to Project. In the event of the damage to or destruction of part or all the improvements, the following procedures shall apply:

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

(b) If less than 75 percent of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out upon approval of at least 50 percent of the affected Unit Owners. All affected Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas.

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

(d) If 75 percent or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75 percent, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly notify the Department of Veterans Affairs and obtain approval thereof, and the Management Committee shall promptly record with the Utah County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of Subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this Paragraph 22 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 22 regarding the extent of the damage to or destruction of Project improvements shall be made by three (3) MAI appraisers selected by the Management Committee. The decision of any two (2) such appraisers shall be conclusive.

(f) Each Unit Owner appoints the Management Committee as his attorney-in-fact to represent the Unit Owner in any proceedings related to the allocation of any losses, awards or proceeds from the condemnation, destruction, or liquidation of all or part of the Project, and in any related proceedings, negotiations, settlements or agreements.

23. Amendments. Except as otherwise provided herein, and subject to the provisions of paragraph (o) of section 26 (Mortgage Protection) below, the vote of Unit Owners representing at least two-thirds (2/3) of the undivided ownership interest in the Common Areas shall be required to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument, the Committee shall certify that the vote required by this paragraph for amendment has occurred.

Notwithstanding any provision herein to the contrary, except as provided herein for the expansion of the Project, the undivided interest of each Unit Owner in the Common Areas and Facilities shall not be altered without the consent of all Unit Owners.

24. Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of undivided ownership interest.

25. Service of Process. The Management Committee shall appoint a successor process agent. Such successor agent and his address shall be specified by an appropriate instrument filed in the Office of the County Recorder of Utah County, State of Utah.

26. Mortgage Protection. Notwithstanding anything to the contrary in the Declaration:

(a) An adequate reserve fund for the maintenance, repair and replacement of the Common Areas must be established and shall be funded by the regular annual assessments and shall be paid with the regular monthly installments rather than by special assessments.

(b) Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the mortgage or foreclosures of the mortgage, or by deed or

assignment in lieu of foreclosure shall be exempt from any provisions relating to sale or lease of the Units in the Project.

(c) Any management agreement for the Project or any other contract providing for the services of the developer, sponsor, or builder, shall be terminable by either party with or without cause and without payment of a termination fee on 30 days written notice prior to such termination. The term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one year periods.

(d) In the event of substantial damage to or destruction of any Unit or any part of the Common Areas, the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice of any such damage or destruction. No Unit Owners or other party shall be entitled to priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

(e) If any Unit or portion thereof or this Common Areas or any portion thereof is made the subject matter of any condemnation by a condemning authority, the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owners or other party shall have priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

(f) There shall be no prohibition or restriction on a Unit Owner's right to lease his or her Unit, except a requirement that leases have a minimum initial term of up to one year. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and Provo City Zoning Ordinance and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(g) Each holder of the first mortgage lien on a Unit who comes into possession of a Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any unpaid claims or assessments and charges against the Unit which accrue prior to the time such holder comes into possession of the Unit.

(h) Any holder of the mortgage is entitled to written notification from the Management Committee of any default by the mortgagor of such Unit in the performance of such mortgagor's obligation under the Declaration which is not cured within sixty (60) days.

(i) Any lien which the Management Committee may have on any Unit in the Project for the payment of Common Expense assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any first mortgage on a Unit recorded prior to the date any such Common Expense assessments become due.

(j) In case of condemnation or substantial loss to the Units and/or Common Areas of the Project, unless at least two-thirds of the first mortgagees (based on one vote for each first mortgage owned), or Owners (other than the sponsor, developer, or builder) of the individual Condominium Units have given their prior written approval neither the Management Committee nor the Association of Unit Owners shall:

(1) By act or omission, seek to abandon or terminate the Project, for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain.

(2) Change the pro-rata interest on obligations of any Unit for (a) purposes of levying assessments or charge or allocating distributions of hazard insurance proceeds or condemnation awards, and for (b) determining the pro-rata share of ownership of each Unit in the appurtenance Common Areas.

(3) Partition or subdivide any Unit.

(4) Make any material amendment to the Declaration or to the Bylaws of the Association, including but not limited to any amendment which would change the percentage of interest of the Unit Owners in the Common Areas.

(5) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas of the Project shall not be deemed a transfer within the meaning of this subparagraph.)

(6) Use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Areas) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or the Common Areas of the Project.

(7) Terminate professional management and assume self-management of the Project.

(k) Notwithstanding all other provisions hereto:

(1) The liens created hereunder upon any Unit shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or trust deed with first priority over other such mortgages) upon such interest made in good faith and for value provided that after the foreclosure or trust deed termination of any such document, there may be a lien created against the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such

foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

(2) No amendment to this paragraph (k) shall affect the rights of the holder of any such mortgage recorded prior to the recordation of such amendment that has not joined in the execution thereof.

(3) By subordination agreement executed by a majority of the Management Committee, the benefits of subparagraphs (1) and (2) above may be extended to mortgages not otherwise entitled thereto.

(l) A holder, insurer or guarantor of a first mortgage, upon written request to the Association of Unit Owners (such request to state the name and address of such holder, insurer or guarantor and the Unit number), will be entitled to timely written notice of:

(1) Any proposed amendment of the condominium instruments effecting a change of a material nature as described in subparagraph (o) below;

(2) Any proposed termination of the condominium regime;

(3) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder.

(4) Any delinquency in the payment of assessments of charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days.

(5) Any lapse, cancellation or material modification of any insurance policy maintained by the Association of Unit Owners insuring against fire and other hazards.

(m) The following protections for the benefit of first mortgage holders shall also apply:

(1) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of the Units subject to mortgages held by such eligible holders are allocated, is obtained.

(2) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of eligible holders of first mortgages on Units

to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated.

(3) Except as otherwise provided herein, no reallocation of interest in the Common elements resulting from a partial condemnation or partial destruction of the Condominium Project may be effected without the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated.

(n) As used in this section, the term “eligible holder, insurer, or guarantor” shall mean a holder, insurer or guarantor of the first mortgage on a Unit which has requested notice in accordance with the provisions of this section.

(o) Except as provided for expansion of the Project in section 23 (Amendments) above, amendments to the Declaration or Bylaws of a material nature must be agreed to by Unit Owners who represent at least 67% of the total allocated votes in the Association and by eligible mortgage holders who represent at least 51% of the votes of the Unit estates that are subject to mortgages held by eligible holders.

(p) Any action to terminate the legal status of the Project after substantial destruction or condemnation must be agreed to by Unit Owners who represent at least 67% of the total allocated votes in the Association, by eligible mortgage holders who represent at least 51% of the votes of the Unit estates that are subject to mortgages held by eligible holders and by the Department of Veterans Affairs. If the Project is terminated for reasons other than substantial destruction or condemnation of the property, such termination must be agreed to by Unit Owners who represent at least 67% of the total allocated votes in the Association, eligible mortgage holders that represent at least 67% of the votes of the mortgaged Units and by the Department of Veterans Affairs.

27. Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its percentage of interest in the Common Areas) in the Project is subject to separate assessment and types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments that may be assessed against him on his Unit.

28. Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration, the Bylaws and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration, the Bylaws and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or Manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

29. Covenants Run with Land.

(a) This Declaration and all the provisions hereof shall constitute covenants which run with the land and/or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Unit shall comply with, and all interest in all Units shall be subject to, the terms of the Act, the terms of this Declaration, the Bylaws, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of the Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents and agrees to be bound by each and every provision of this Declaration.

(b) No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

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

32. Topical Headings. The headings appearing at the beginning of the paragraph of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

33. Amenities. All amenities (i.e. parking, recreation and service areas) are a part of the Project and are covered by a mortgage at least to the same extent as are the Common Areas and Facilities.

34. Effective Date. This Declaration, any amendment or supplement hereto and any amendment or supplement to the Record of Survey Map shall take effect upon recording in the office of the County Recorder of Utah County, State of Utah.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 19 day of FEBRUARY, 2015.

PAGES COUNTRY CORNER CONDO ASSO-
CIATION

By: *Jim Page*
Jim Page, President

By: *Bonnie Page*
Bonnie Page, Secretary

STATE OF UTAH)
 ~~UTAH~~ : ss.
COUNTY OF ~~SALT LAKE~~)

On the 19 day of Feb., 2015, personally appeared before me Jim Page and Bonnie Page, the President and Secretary, respectively, of the Pages Country Corner Condo Association, each of whom duly acknowledged to me that s/he executed the same, and that the foregoing instrument was adopted at the 2015 Annual Meeting by the affirmative vote of 11 of the voting interests in the Association.

Linda H. Giles
NOTARY PUBLIC

My Commission Expires: 4-11-15

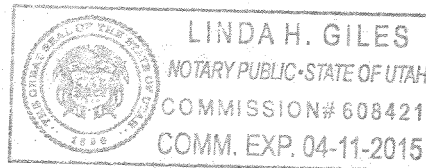


EXHIBIT A

Legal Description

Units 1-12 shown in the record of survey map for the Page Condominiums appearing in the records of the Utah County Recorder, as Entry No. 25206 Map No. 7467-87 and as identified and described in the Declaration of Covenants, Conditions and Restrictions appearing as Entry No. 25207 in Book 4564 at Page 473 of the official records of the Utah County Recorder together with an undivided interest in and to the common areas appertaining to said unit as established in said Declaration and map.

EXHIBIT B

BYLAWS
OF
PAGES COUNTRY CORNER CONDO ASSOCIATION
A Non-Profit Corporation

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BYLAWS
OF
PAGES COUNTRY CORNER CONDO ASSOCIATION
A Utah Non-Profit Corporation

Pursuant to the provisions of the Utah Revised Non-profit Corporation Act (the "Act"), the members of the Pages Country Corner Condo Association and the Management Committee of the Pages Country Corner Condo Association, a Utah non-profit corporation, hereby adopt the following Bylaws for such non-profit corporation.

ARTICLE I

NAME AND DESIGNATED PLACE OF BUSINESS

1.01. Name. The name of the non-profit corporation is "Pages Country Corner Condo Association," hereinafter referred to as the "Association".

1.02. Offices. The principal office of the Association shall be a location to be registered with the Utah Department of Commerce; the initial office shall be located at 262 Timothy Way, Mount Pleasant, Utah 84062.

ARTICLE II

DEFINITIONS

2.01. Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions dated March 3, 1998, hereinafter referred to as the "Declaration," shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.01. Annual Meetings. The annual meeting of members shall be held on the third Tuesday in January of each year at 7:00 p.m., beginning in 2015, for the purpose of electing members of the Management Committee ("committee members") and transacting such other business as may come before the meeting. If the election of committee members shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Management Committee shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the members.

3.02. Special Meetings. Special meetings of the members may be called by the Management Committee, the President, or upon the written request of members holding not less than

thirty three percent (33%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Management Committee or the President.

3.03. Place of Meetings. The Management Committee may designate any place in Utah County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Management Committee. A waiver of notice signed by all members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.04. Notice of Meetings. The Management Committee shall cause written or printed notice of the time, place and purpose of all meetings of the members (whether annual or special) to be delivered, not more than twenty (20) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her registered address, with first-class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's Unit address shall be deemed to be his or her registered address for purposes of notice hereunder.

3.05. Members of Record. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than twenty (20) nor less than ten (10) days prior to the meeting, for determining members entitled to notice of or to vote at any meeting of the members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members.

3.06. Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the absence of a quorum in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of Owners present at such subsequent meeting, in person or by proxy, shall constitute a quorum. At any such adjourned meeting held as set forth above, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.07. Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed in writ-

ing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. Votes granted by proxy to the "Management Committee" or to the "Association," without identifying or designating an individual, shall be divided equally among the committee members present at the meeting and entitled to vote.

3.08. Votes. With respect to each matter submitted to a vote of the members, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, one (1) vote per Unit. The total number of votes of all members shall be twelve (12). If only one of the multiple Owners of a Unit is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. In the event the Owners cannot agree, the votes of the Unit shall be apportioned among the Owners present in proportion to that respective individual ownership interest in the Unit.

The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. Elections of committee members shall be conducted by straight voting. The election of committee members shall be by secret ballot.

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

3.10. Consent by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed and dated by the members holding two-thirds (2/3) of the votes entitled to vote with respect to the subject matter thereof. Any such consent by members must comply with applicable notice and procedural requirements of the Act.

ARTICLE IV

MANAGEMENT COMMITTEE

4.01. General Powers. The property, affairs and business of the Association shall be managed by its Board of Trustees which shall be known as the Management Committee. The Management Committee may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, or the Bylaws, or by the Declaration vested solely in the members. The Man-

agement Committee may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers as are properly delegable.

4.02. Number, Tenure and Qualifications. The number of members of the Management Committee of the Association shall be not more than three (3). At each annual meeting of the Association, (other than the initial meeting), the members of the Association shall elect, in accordance with these Bylaws and the Declaration, one (1) member to replace the committee member whose term is expiring. At the expiration of the terms of office of all committee members, successors shall be elected to serve for a term of three (3) years.

At the initial election of members, the Committee members shall be elected for three-, two-, and one-year terms, with the recipient of the highest number of votes being elected for a three-year term, the next highest vote recipient being elected for a two-year term. If one or more directors in the initial election are elected by the same number of votes, the length of terms shall be determined by a public coin toss, draw, or other method of chance.

4.03. Regular Meetings. The Management Committee may provide by resolution the time and place, within Utah County, State of Utah, for the holding of such regular meetings without other notice than such resolution.

4.04. Special Meetings. Special meetings of the Management Committee may be called by the President or at the request of any two (2) committee members. The person or persons authorized to call special meetings of the Management Committee may fix any place, within Utah County, State of Utah, as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each committee member at his or her registered address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first-class postage thereon prepaid. Any committee member may waive notice of a meeting.

4.05. Quorum and Manner of Acting. A majority of the then authorized number of committee members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the committee members present at any meeting at which a quorum is present shall be the act of the Management Committee. The committee members shall act only as a Board, and individual committee members shall have no powers as such.

4.06. Compensation. No committee member shall receive compensation for any services that he or she may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

4.07. Resignation and Removal. A committee member may resign at any time by delivering a written resignation to either the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any committee member

may be removed at any time, for or without cause, by the affirmative vote of sixty percent (60%) of the total votes of the Association at a special meeting of the members duly called for such purpose.

4.08. Vacancies. If vacancies shall occur in the Management Committee by reason of the death or resignation of a committee member, or if the authorized number of committee members shall be increased, the committee members then in office shall continue to act, and such vacancies or newly-created positions shall be filled by a vote of the committee members then in office, in any way approved by such committee members at the meeting. Any vacancies in the Management Committee occurring by reason of the members' removal of a committee member may be filled by election by the members at the meeting at which such committee member is removed. Any committee member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.09. Consent by Committee Members. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of the committee members.

ARTICLE V

OFFICERS

5.01. Number. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Management Committee. The same individual may simultaneously hold more than one office.

5.02. Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee annually at the first regular meeting of the Management Committee following the annual meeting of members. In the event of failure to choose officers at such meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer shall hold his or her office until the next ensuing regular annual meeting of the Management Committee and until his or her successor shall have been chosen and qualified, or until his or her death, or until his or her resignation or removal in the manner provided in these Bylaws, whichever first occurs.

5.03. Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be committee members.

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

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

5.06. The President. The President shall preside at meetings of the Management Committee and at meetings of the members. He or she shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and things the Management Committee may require of him or her.

5.07. The Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Management Committee shall appoint some other member of the Management Committee to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Management Committee or by the President.

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

5.09. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and shall, when requested by the President to so do, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Management Committee. He or she shall perform such other duties as the Management Committee may require of him or her. All officers shall be signatories on all banking and checking accounts of the Association. Two signatures, one of which shall be the Treasurer's unless delegated by the Treasurer, shall be required for all transactions which exceed the sum of Five Hundred Dollars (\$500.00).

5.10. Compensation. No officer shall receive compensation for any services that he or she may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as officers.

ARTICLE VI

COMMITTEES

6.01. Designation of Committees. The Management Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least two (2) committee members. No committee member shall receive compensation for services that he or she may render to the Association as a committee

member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members and, except as otherwise provided in these Bylaws, may be compensated for services rendered to the Association other than in their capacities as committee members.

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

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

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

6.05. Vacancies. If any vacancy shall occur in any committee designated by the Management Committee hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.01. No Liability. Members of the Management Committee and officers of the Association are not personally liable to the Association or its members for civil claims arising from acts or omissions made in the performance of their duties as committee members or officers unless the acts or omissions are the result of intentional misconduct.

7.02. Indemnification of Directors and Officers. No committee member, officer, employee or agent of the Association shall be personally liable for any obligations of the Association or for any duties or obligations of the Association arising out of any acts or conduct of the committee member, officer, employee or agent performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person and his or her heirs and administrators who shall serve at any time hereafter as a committee member, officer,

employee or agent of the Association from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of their having heretofore or hereafter been a committee member or officer of the Association, or by reason of any action alleged to have heretofore or hereafter been taken or omitted to have been taken by him or her as such committee member, officer, employee or agent and shall reimburse each such person for all legal and other expenses reasonably incurred by him or her in connection with any such claim or liability, including power to defend such person from all suits or claims as provided for under the provisions of Utah law; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of their own gross negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which the person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically herein provided for. The Association, its committee members, officers, employees and agents shall be fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

7.03. Other Rights. The indemnification herein provided shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested committee members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a committee member, officer, employee or agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

7.04. Committee Members' Immunity. The liability of a committee member to the Association or its members for monetary damages due to a breach of fiduciary duty is eliminated. However, there shall be liability: (a) for any breach of a committee member's duty of loyalty to the Association or its members; (b) for any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (c) for any transaction from which the committee member derived an improper personal benefit. This provision affects only transactions occurring subsequent to the effective date of the Declaration.

7.05. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Management Committee and upon receipt of an undertaking by or on behalf of the committee member, officer, employee or agent to repay such amount or amounts unless it ultimately be determined that he or she is entitled to be indemnified by the Association as authorized by this Article.

7.06. Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a committee member, officer, employee or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee or agent of another corporation, entity, or enterprise (whether for profit or not for profit), against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

7.07. Fidelity Bonds. Committee members may be covered by fidelity bonds at the discretion of the Management Committee.

7.08. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.01. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January of each year and shall end on the 31st day of December next following.

8.02. Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the State of incorporation, and the words "Pages Country Corner Condominiums Association Corporate Seal".

ARTICLE IX

RULES AND REGULATIONS

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 19 day of FEBRUARY, 2015.

PAGES COUNTRY CORNER CONDO
ASSOCIATION

By: Jim Page
JIM PAGE, President

By: Bonnie Page
Bonnie Page, Secretary

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 19 day of February, 2015, personally appeared before me Jim Page and Bonnie Page, the President and Secretary, respectively, of the Pages Country Corner Condo Association, each of whom duly acknowledged to me that s/he executed the same, and that the foregoing instrument was adopted at the 2015 Annual Meeting by the affirmative vote of 11 of the voting interests in the Association.

Linda H. Giles
NOTARY PUBLIC

My Commission Expires: 4-11-15

