

Ent 1225845 Bk 2090 Pg 1344
Date: 27-Aug-2019 08:06 AM Fee \$40.00
Cache County, UT
Michael Glead, Rec. - Filed By KW
For RIVER VALLEY DEVELOPMENT, LLC

MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND
RESERVATION OF EASEMENTS
FOR
1600 PARK AVENUE
(a Utah Expandable Commercial/Residential Community)

August 2019

**MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND
RESERVATION OF EASEMENTS
FOR
1600 PARK AVENUE**

This Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for 1600 Park Avenue ("Master Declaration") is made and executed this 26 of August 2019, by the River Valley Development, LLC, a Utah limited liability company ("Declarant").

RECITALS

- A. Declarant is the owner of approximately five and fifty-one hundredths (5.51) acres of real property located within the boundaries of the Logan City, Cache County, State of Utah, which real property includes: (1) the real property described in Exhibit "A-1" attached, and (2) the Townhomes located within the subdivision known as 1600 Park Avenue, Phase 1, more particularly described in Exhibit "A-2"). Exhibit "A-1" also contains the "Additional Property" defined below.
- B. Declarant is creating a development that will be known as 1600 Park Avenue (hereinafter "Park Avenue" or the "Project") on the Property. The Project will contain a mix of commercial and residential buildings in which will be located a mixture of both residential buildings and commercial/residential buildings and consisting of a number owner's association, herein referred to as Sub-Associations. The Sub-Associations may consist of townhome PUD associations and condominium associations, but no assurance is made regarding the type and number of Associations that will be included within the Property. All Sub-Associations will be subject to this Master Declaration. Sub-Associations will also be subject to governing documents that only apply to each Sub-Association. The Project will also contain other amenities as shown on the Map.
- C. The Additional Property is currently owned by Declarant and Declarant has chosen to record this Master Declaration against the Additional Land. Declarant may remove some of the Additional Property from the Project as may be determined in the sole discretion of the Declarant. Nothing within this Master Declaration shall act as a floor or cap to the number of Lot or Units or Units Declarant may add to or include within the Project.
- D. In furtherance of a common plan of development for the Project, Declarant intends to adopt this Master Declaration affecting the Property and to reserve easements across certain portions of the Property for the benefit of other portions of the Property and the Additional Property. Declarant will develop and convey all Lot or Units and Units in the Project subject to this Master Declaration and subject to and together with such easements, all of which shall run with the title to the Property as hereinafter set forth.

- 1.2 **“Additional Property”** shall mean those certain lands described in Exhibit “A-1” and shall include the Lots and Units depicted on Exhibit “C”, which Declarant may at some future point construct within the Project. Declarant need not own any of the Additional Property to include it as part of the Project. Declarant makes no representations that the layout and configuration of the buildings, Lots and Units set forth on Exhibit “C” accurately represent the location, type, or number of buildings, Lots and Units that may be constructed within the Project.
- 1.3 **“Articles”** shall mean the Articles of Incorporation of the 1600 Park Avenue Master Association, Inc., as such Articles may be amended from time to time.
- 1.4 **“Association”** shall mean the 1600 Park Avenue Master Association, a Utah nonprofit corporation.
- 1.5 **“Board”** or **“Board of Directors”** shall mean the Board of Directors of the Master Association, elected in accordance with the Articles and Master Bylaws of the Master Association. The Board shall act as the governing body of the 1600 Park Avenue Master Association.
- 1.6 **“Commercial Unit”** shall mean and refer to each physically constructed building that is designated and/or required by a Logan City zoning ordinance to be used primarily for commercial, professional or retail purposes, and is located as an improvement on a Lot or within a Condo Unit.
- 1.7 **“Common Areas”** shall mean and refer to any real property, improvements and facilities maintained by the Master Association. The Common Areas include common areas owned and maintained by Sub-Association, but do not include any land that is part of a Lot or Unit. Declarant does not make any representations, promises or guarantees whatsoever regarding the amount of Common Area that will or may be maintained by the Master Association. The Common Areas may include, to the extent of the Master Association's interest therein, walkways, paths, open space areas, landscaping and landscaping improvements. Any Common Areas shall be located within the Property and shall be identified on a Plat, in a supplemental declaration, or in a Sub-Association Declaration within the Project.
- 1.8 **“Common Expenses”** shall mean and refer to all sums which are expended on behalf of the Master Association and all sums which are required by the Board to perform or exercise the functions, duties, or rights under this Master Declaration, and such Rules and Regulations as the Board may from time to time make and adopt. By way of illustration but not limitation, Common Expenses shall include: (i) expenses of administration, maintenance, operation, repair, and replacement of those elements of Common Areas and Maintenance Areas within Sub-Associations that must be replaced on a periodic basis, and other reserves as may be from time to time established pursuant to the Master Declaration; (ii) expenses agreed upon as Common Expenses by the Master Association and lawfully assessed against the Lot or Unit Owners in accordance with the Master Declaration; (iii) expenses declared Common Expenses by the provisions of the Act, by this Master Declaration, by the Master Bylaws, or by a Sub-Association's Declaration; (iv) any

- 1.19 **“Manager”** shall mean the person, firm or company designated from time to time by the Master Association to manage, in whole or in part, the affairs of the Master Association and the Project.
- 1.20 **“Master Association”** means the 1600 Park Avenue Master Association, Inc. Members of the Matter Association include all Members as defined below.
- 1.21 **“Master Bylaws”** shall mean the Bylaws of the Master Association attached hereto as Exhibit “B” and adopted as the Bylaws of the Master Association, as such bylaws may be amended from time to time.
- 1.22 **“Master Association Declaration” or “Master Declaration”** shall mean and refer to this document, as the same may be amended from time to time.
- 1.23 **Master Community** shall mean that development known as 1600 Park Avenue and all the Lots, Units, Common Areas and Additional Property that are platted as part of and included within 1600 Park Avenue. A map of the projected 1600 Park Avenue development is attached hereto as Exhibit “C”. Declarant makes no representations that the layout and configuration of the buildings, Lots and Units set forth on Exhibit "C" accurately represent the location, type, or number of buildings, Lots and Units that may be constructed within the Project. This map may be amended, changed and modified by Declarant and represents what the Declarant hopes to build, and no representation is made that the Declarant can or will build 1600 Park Avenue as depicted on the map.
- 1.24 **“Member”** shall mean and refer to all Owners of Lot or Unit within the Project and shall include Declarant during any period Declarant owns at least one Lots or Units in the Project or owns any interest in the Additional Property.
- 1.25 **“Mortgage”** shall mean and include both a first mortgage or a first deed of trust or other security instrument by which a Lot or Unit or any part thereof is encumbered.
- 1.26 **“Mortgagee”** shall mean any person, institution or company named as a Mortgagee or beneficiary under or holder of a deed of trust.
- 1.27 **“Owner”** shall mean any fee owner of a Lot or Unit within the Property and whose ownership interest is recorded at the Cache County Recorder’s Office.
- 1.28 **Percentage Interest** shall mean those figures set forth on Exhibit “D”, attached, expressed as a percentage of ownership by Unit Owners in the Common Areas of the Project and shall be for all purposes, including voting and assessments. Common Expenses shall be allocated among the Unit Owners in accordance therewith. The percentage of ownership in the Common Areas and Facilities shall be as set forth in Exhibit “D”. Voting rights in the Association are held solely in connection with the Ownership of a Unit. Owners shall pay their Percentage Interest of Common Expenses as set forth in this Declaration and according to Article IX of the Master Declaration. The aggregate Percentage Interest of ownership in the Common Areas shall equal 100 percent. The Percentage Interest set forth in Exhibit “D” shall be amended in accordance with amendments to the Master Declaration

ARTICLE II SUBMISSION

- 2.1 The Declarant, as owner of the Property described in Exhibit "A-1", hereby submits the Property and all improvements now or hereafter made in or upon the Property to the provisions of this Master Declaration. The Property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth, herein, each and all of which are declared and agreed to be for the benefit of said Property and in furtherance of a plan of improvement of said Property and division thereof; further, each and all of the provisions hereof shall be deemed to run with the Property and shall be a burden and a benefit on the Property and shall be binding upon the Declarant, its successors and assigns, and to any person acquiring, leasing, or owning an interest in the real property and improvements comprising any part of the Property and to their respective personal representatives, heirs, successors, and assigns.

ARTICLE III PROJECT DESCRIPTION AND PURPOSE

- 3.1 **General Purpose.** Declarant owns and intends to develop the Property to be known as Park Avenue, which will contain Sub-Association areas and may include open space, trails, and other amenities. Declarant intends that this Master Declaration establish and provide for the continued maintenance of Park Avenue as an attractive and desirable residential and mixed-use commercial community and development.
- 3.2 **Densities and Entitlements.** While Declarant intends to develop a number of Lots and Units as part of the Project, this Master Declaration will not initially be recorded against all the Lots or Units, and Declarant is under no obligation to create additional Lots or Units as part of the Project. Declarant shall be free to develop any number of Lots or Units in the Project, and nothing contained in this Master Declaration shall require or obligate Declarant to develop, create, or include a specific number of Lots or Units in the Project. Declarant reserves the right to create and record separate Sub-Association declarations and other governing documents for some or all of the Sub-Associations.
- 3.3 **Additional Property.** Declarant reserves the right to subject Additional Property to this Master Declaration by the recordation of one or more supplemental declarations or Sub-Association Declarations. To include property in the Project, no amendment to this Master Declaration will be required nor shall Declarant be required to obtain the permission or consent of any Owner or Sub-Association. Declarant shall identify in each supplemental declaration or Sub-Association Declaration the Additional Property, specify the number of additional Lots or Units to be added to the Project and the number of votes to be allocated to the Additional Property. Upon recordation of the supplemental declaration or Sub-Association Declaration, the subject Additional Property shall be deemed added to the Property and the number of Lots or Units and their accompanying votes shall automatically be adjusted for purposes of this Master Declaration. The supplemental declaration or Sub-Association Declaration may modify any of the covenants, conditions and restrictions otherwise applicable to the Additional Property described in the supplemental declaration or Sub-Association Declaration, where such changes are deemed desirable in the discretion

- a) **Class A.** Every Owner of a Lot or Unit, except Declarant, shall be a Class A Member. Class A Condo Unit Members shall each be entitled to one vote. Because Twin Units have two levels and generally double the size of one Condo Unit, Class A Twin Unit Members shall each be entitled to two votes and shall pay double the assessment paid by Class A Condo Unit Members.
- b) **Class B.** The Class B Member shall be the Declarant, its assigns or successors, and shall consist of Declarant's ownership interest in future (platted) Lots or Units and existing Lots or Units, as reflected on the Records of the Cache County Recorder's Office. For voting purposes Class B Members shall be entitled to ten (10) votes for each Lot or Unit in which Declarant possesses an interest and shall have (10) votes for each parcel of Additional Property owned by Declarant. Class B Membership shall automatically cease and be converted to a Class A Membership upon termination of the Period of Administrative Control.

ARTICLE V IMPROVEMENTS

- 5.1 **Description of Improvements.** Certain improvements common to all of the Property may be located upon the Property as described on the one or more of the Plats. The improvements subject to this Master Declaration may include parking lots, driveways, open spaces and landscaping.
- 5.2 **Common Areas.** Ownership and maintenance of the common areas within each Sub-Association shall be as set forth in the respective declaration for each Sub-Association. The Master Association shall have a blanket easement on, under, over and across the Common Areas in any Sub-Association for the purposes of accessing and maintaining any areas which the Master Association has the duty to maintain.

ARTICLE VI DESIGN GUIDELINES AND CONTROL

- 6.1 **Architectural Intent.** The overall architectural intent for the Project is to create a mixed-use development wherein each portion of the Project compliments and is in harmony with the other portions of the Project. There will be several architectural themes throughout the Project. The various themes for each Sub-Association shall be determined by Declarant.
- 6.2 **Design Guidelines.** Design Guidelines shall be created and amended from time to time (a) by the Declarant during the Period of Administrative Control, and (b) by the Board after the Period of Administrative Control. The Design Guidelines may contain different standards and requirements for each Sub-Association, with the intent being that the structures within each Sub-Association shall be constructed in harmony with the other structures within the same Sub-Association.
- 6.3 **Design Review Committee.** The Master Association shall have a Design Review Committee, which shall consist of not less than three (3) members. The term of office for

Design Review Committee members shall be two (2) years commencing July 1 of each year; provided, however, that the terms of the initial members of the Design Review Committee shall commence on their appointment and continue through June 30, 2021. The members of the Design Review Committee shall be selected by the Declarant until the termination of the Period of Administrative Control. Once the Period of Administrative Control is terminated, new Design Review Committee members shall be selected by the Board. The Design Review Committee shall meet on such schedules as may be established by the Design Review Committee. A majority of its members of the Design Review Committee shall constitute a quorum and the majority vote of a quorum present at the meeting shall be sufficient to approve action. Meetings may occur telephonically, and actions may be approved by unanimous written consent of all Design Review Committee Members. If the Board fails to create a Design Review Committee, the Board shall serve as the Design Review Committee.

- 6.4 **Approval by Design Review Committee.** No improvements of any kind, including, without limitation, any construction or external changes to any Lot or Unit (including the exterior painting of any building), parking areas, fences, walls, garages, driveways and curbs shall ever be erected, altered, or permitted to remain within the Property, including on any Lot or Units within any Sub-Association, unless the complete plans and specifications therefor complying with Design Guidelines requirements ("Plans and Specifications") are approved by the Design Review Committee prior to the commencement of such work. The Design Review Committee shall consider the materials to be used on the external features of said buildings or structures, including exterior colors, harmony of external design with existing structures within the Project, the location with respect to topography, existing trees and finished grade elevations, and harmony of the natural setting and surroundings, and shall ascertain whether the improvements conform to the Design Guidelines then in effect, this Master Declaration, and the applicable Sub-Association Declaration. The complete Plans and Specifications must be submitted and will be reviewed in accordance with the process described in the Design Guidelines.
- 6.5 **Fee.** The Design Review Committee may charge such fee or fees for its review of Plans and Specifications as shall be determined from time to time by the Board or as provided in the Design Guidelines. Such fee or fees shall be reasonable in relation to the work performed and shall be applied uniformly.
- 6.6 **Inspection by Design Review Committee.** The Design Review Committee shall have the authority and right at any time and from time to time at any reasonable hour to inspect improvements under construction for the purpose of determining whether the same comply in all respects with the applicable Plans and Specifications as approved by it, but it shall have no duty to make such inspections.
- 6.7 **Variances.** The Design Review Committee has the authority to deviate from the requirements contained in the Design Guidelines in extenuating circumstances, when following this Master Declaration or the applicable Sub-Association Declaration would create an unreasonable hardship or burden for an Owner. An affirmative vote of two-thirds (2/3) of the members of the Design Review Committee must be gained for a variance to be

approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of compliance with the Design Guidelines, this Master Declaration, any applicable Sub-Association Declaration, aesthetic considerations, and the overall benefit or detriment which would result to the immediate vicinity and the Project generally. The Design Review Committee shall take into consideration the aesthetic aspects of the designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of, any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. This clause shall be inapplicable to the extent necessary if any, to obtain insurance coverage required by Article X.

- 6.14 **Variance in Exterior Appearance and Design in Event of Reconstruction.** Any Owner whose Lot or Unit has suffered damage may apply for approval to the Design Review Committee for reconstruction, rebuilding or repair of any Dwelling or other Improvement on the Owner's Lot or Unit in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete Plans and Specifications showing the proposed reconstruction and the end result thereof. The Design Review Committee shall grant such approval only if the design proposed by the Owner would result in a finished structure in compliance with the then applicable Design Guidelines.

ARTICLE VII EASEMENTS AND EMINENT DOMAIN

- 7.1 **Easement to Board of Directors.** The Board of Directors shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Master Declaration.
- 7.2 **Easement for Utility Services.** There is hereby created a blanket easement upon, across, over and under the Property described in Exhibit "A-1" for ingress, egress, installation, replacing, repairing and maintaining all Common Areas, including by not limited to water utilities, sewer, gas, telephone, electricity and other utility services.
- 7.3 **Easement for use of Recreational Areas and Facilities.** All Owners of Lot or Units are hereby granted a non-exclusive right and easement of enjoyment in common with others of the amenities and recreational facilities constituting a portion of the Common Areas of the Project, including Sub-Associations.
- 7.4 **Eminent Domain.** Whenever all or part of the Common Areas shall be taken, injured or destroyed as the result of the exercise of the power of eminent domain, each Lot or Unit owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Lot or Unit

- iv) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Lot or Unit Owners, if necessitated by the subject matter of the agreement and as required herein, has been obtained.
- v) The power and authority to convey or transfer any interest in real property authorized by the Owners having an interest therein.
- vi) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- vii) The authority to promulgate such reasonable Rules and Regulations, Design Guidelines, and procedures as may be necessary or desirable to aid the Board of Directors in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the interest of the Sub-Associations.
- viii) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board of Directors to perform its functions as agent of the Master Association.

8.3 **Manager.** The Board may carry out any of its functions, which are capable of delegation, through a Manager. Any Manager retained for such purposes must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Owners and shall, to the extent permitted by law and the terms of the agreement with the Board, be authorized to perform any of the functions or acts required or permitted to be performed by the Board. Any agreement for such professional management of the Project which may be entered into by the Board or the Master Association, shall call for a term not to exceed two (2) years, if negotiated by Declarant, or one (1) year if negotiated by the Board of the Master Association and shall provide that for cause such Agreement may be terminated by the Board or by the Master Association upon at least thirty (30) days written notice.

ARTICLE IX ASSESSMENTS

- 9.1 **Covenant to Pay Assessment.** Each Lot and Unit Owner shall be subject to the Articles, the Master Bylaws and this Master Declaration, including the obligation to pay the Common Assessments and Special Assessments levied by the Master Association pursuant to this Master Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.
- a) **Proportionate Share for Common Assessments.** Each Lot or Unit Owner shall be responsible to begin paying Common Assessments at such time as a Lot or Unit Owner receives fee title to a constructed Lot or Unit. Common Assessments and Special Assessments shall be fixed at a uniform rate for Common Expenses

not be ground for any action against the Master Association or the Board and shall not constitute a waiver of the Board's rights to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board have not previously exercised their authority under this Section.

- e) **No Waiver.** No Lot or Unit Owner may waive or otherwise exempt itself from liability for the Common Assessments of fees provided herein, including, by way of illustration, but not limited to, non-use or abandonment of the Common Areas.
- f) **Duty to Pay Independent.** No reduction or abatement of Common Assessments shall be claimed or allowed by reason of any alleged failure of the Master Association or Board to take some action or perform some function required to be taken or performed by the Master Association or Board under this Master Declaration or the Master Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or any action taken to comply with any law, ordinance, or with any order of directive of any municipal or other governmental authority, the obligation to pay Common Assessments being a separate and independent covenant on the part of each Owner.

9.2 **Declarant's Obligations.** Notwithstanding the preceding provisions of this Article IX or any language in this Master Declaration to the contrary, Declarant or Declarant's successor in interest or assigns shall not be obligated to pay any Common Expense assessment or any other assessment to the Maser Association. Assessments shall become due from Declarant only after the Lot or Unit has been conveyed to a third party and a building has been constructed on the Lot or Unit.

9.3 **Lien for Assessments.** All sums assessed to the Owner of any Lot or Unit within the Project pursuant to the provisions of this Article IX, together with interest thereon as provided herein, are secured by virtue of this Master Declaration as a lien on such Lot or Unit in favor of the Master Association. To evidence a lien for sums assessed pursuant to this Master Declaration, the Master Association may prepare a written notice of lien in conformance with Utah law. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner's Lot or Unit. Such notice shall be signed and acknowledged by a duly authorized officer of the Master Association or its attorney and may be recorded in the office of the Cache County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by nonjudicial foreclosure by the Master Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall also be required to pay to the Master Association any assessments against the Lot or Unit which shall become due during the period of foreclosure and the costs and expenses of such proceeding, the costs and expenses of filling the notice of lien, and all reasonable attorney fees.

9.4 **Personal Obligation of Owner.** The amount of any regular or Special Assessment against any Lot or Unit shall be the personal obligation of the Owner of such Lot or Unit to the

against such Lot or Unit up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller of the amount of such assessments paid by the purchaser for such assessments.

- 9.8 **Collection from Sub-Associations.** The Master Association shall collect assessments owed to the Master Association and owed by the Members of each Sub-Association to the Sub-Association of which they are a Member. Each Sub-Association Board shall notify the Master Association Board of its annual assessment and the amount it is requiring its members to pay in monthly assessments. Upon receiving the assessment amount from each Sub-Association, the Master Association shall combine the monthly assessments owed to the Master Association and to each Sub-Association and collect such amount from the Members. If a Member pays some, but not all of the total amount assessed by the Master Association, The Master Association shall distribute to the Sub-Association a pro-rata share of the amount received (including late fees and interest), which pro-rata amount shall be computed based on the relative amount assessed monthly by each association (e.g., if the monthly Master Association assessment is \$75.00 and the monthly Sub-Association assessment is \$100.00, and a Member pays \$150, then the Master Association shall receive 42.86%, or \$64.29, and the Sub-Association shall receive 57.14%, or \$85.71). The Master Association and the Sub-Association shall likewise share pro-rata in the payment of any uncollected collection expenses incurred by the Master Association. The Master Association shall provide a monthly a list of those Members who have paid their monthly assessment. The Master Association shall forward to each Sub-Association any payment it receives within 10 days of receiving a payment.

ARTICLE X RESTRICTIONS ON USE

- 10.1 **Mixed Uses.** Lots and Units in the Project are intended to be used for mixed commercial, business and residential purposes.
- 10.2 **No Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on, in, or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.
- 10.3 **Restriction on Recreational Vehicles.** No boats, trailers, recreational vehicles, commercial vehicles or inoperable vehicles shall be parked or stored on the Common Area, a driveway, or in any area in front of any building, Unit or Lot. If such vehicles are parked or stored on a Lot, driveway or Common Area, they shall be immediately towed by the Association without notice. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof shall be dismantled, rebuilt, serviced, repaired or repainted on or in the Common Area, driveway or on any Lot unless performed within a completely enclosed garage or other structure located on the Lot or Unit which screens the sight and sound of such activity from the public streets and neighboring Lot or Units.

- a) **Common Areas.** The Master Association shall maintain fire and extended coverage insurance for no less than one hundred percent (100%) of the maximum insurable value of insurable improvements on the Common Areas. The insurance coverage shall name as the insured the Master Association for the benefit of the Owners. Premiums for all insurance carried by the Master Association are Common Expenses and shall be included in the Common Assessment made by the Master Association. The Master Association shall not insure any Lot or Unit or Dwelling. Each Lot or Unit Owner shall be responsible to insure his or her own real and personal property. Insurance coverage requirements for any building, Lot or Unit within a Sub-Association shall be set forth in each Sub-Association Declaration.
- b) **Fidelity Coverage.** The Master Association shall maintain fidelity coverage against dishonest acts on the part of managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Members. The fidelity bond or insurance must name the Master Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Master Association's estimated annual operating expenses and total reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.
- 11.2 **Waiver of Subrogation.** The Master Association hereby waives and releases all claims against the Board, the Owners, the Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.
- 11.3 **Liability Insurance.** The Master Association shall maintain a comprehensive policy of public liability insurance covering all of the Common Areas, if any. Such 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 Master Association or other Owners. Coverage shall have limits of liability of not less than \$2,000,000 per occurrence for personal injury and/or property damage.
- 11.4 **Other Insurance and General.** The Master Association shall also maintain Workmen's Compensation Insurance as required by law and may maintain other liability insurance as it may deem desirable, insuring each Owner and the Master Association, Board and any manager; from liability in connection with the Common Areas, the premiums for which are Common Expenses included in the Common Assessments made against the Owners. Such insurance policies shall have severability of interest clauses or endorsements which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Master Association or other Owners.

Units owned by Declarant, but any such devices shall be of sizes and in locations as are reasonable and customary.

- c) **Right to Use any Common Area.** Declarant shall have the right to use any Common Area of the Project to entertain prospective purchasers or to otherwise facilitate Lot or Unit sales, provided said use is reasonable as to both time and manner.

13.2 **Declarant's Rights to Relocate Sales and Promotional Activities.** Declarant shall have the right from time to time to locate or relocate its sales offices, trailer, model homes and signs, banners and similar devices, but in connection with each such location or relocation Declarant shall observe the limitations imposed by the preceding portions of this Article.

ARTICLE XIV EXPANSION

14.1 **Declarant's Option to Expand.** During the Period of Administrative Control, Declarant hereby exclusively reserves the option to expand the Project (the "Option to Expand") upon the terms and provisions set forth in this section without the prior consent of the Owners, the Master Association, or any Sub-Association. Only Declarant and its assigns may exercise the Option to Expand, and Declarant and its assigns shall have the right to expand the Master Association even if the Declarant no longer owns any Lot or Unit within the Project. If the Option to Expand is exercised by Declarant or its assigns, it may do so at any time after the recording of this Master Declaration. There is no obligation of any kind whatsoever for the Declarant or its assigns to exercise the Option to Expand. When exercised, the terms and conditions of the Option to expand shall be as follows:

- a) The real property subject to the Option to Expand shall consist of Property described in Exhibit "C". Whenever the Option to Expand is exercised by Declarant, additional Common Areas and/or Maintenance Areas may be added to the Project which either the Master Association or a Sub-Association shall be required to maintain.
- b) The Option to Expand may be exercised at different times as to all or any portions of any Additional Property. In the event the Option to Expand is exercised with respect to a portion of the Additional Property, the Option to Expand may subsequently be exercised with respect to any other portion of Additional Property. There are no limitations or restrictions as to when portions of the Additional Property may be added or if Additional Property may be added.
- c) Declarant shall not be restricted in the location of improvements on the Additional Property or in the number or kind of buildings, structures, Lots or Units that may be created on the Additional Property.
- d) The buildings constructed on the Additional Property shall be subject to the same uses as provided in this Master Declaration, as applicable. Declarant reserves the

- a) Notwithstanding any other provision of this Master Declaration, until the Period of Administrative Control terminates, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Master Declaration or any Plat. Such right shall apply without regard to the subject matter of amendment, so long as the amendment involved is consistent with law and does not attempt to divest any vested property rights of any Owner or Mortgagee. Furthermore, during the Period of Administrative Control, this Master Declaration shall not be amended without the written consent of Declarant.
- b) Notwithstanding anything to the contrary contained in the Master Declaration, including in the immediately preceding Section 15.1(a), neither the insurance provisions of Article XI nor the Mortgagee Protection provisions of Article XVI shall be amended without the written approval of sixty-seven percent (67%) of all Mortgagees having a recorded interest.

ARTICLE XVI MORTGAGEES

16.1 **Mortgagee Protection.** Notwithstanding anything to the contrary contained in the Master Declaration:

- a) An adequate reserve fund for repair, maintenance and replacement of those elements of any Common Areas and Maintenance Areas that must be replaced on a periodic basis must be established and shall be funded by regular monthly payments rather than by Special Assessments. However, Special Assessments shall be permitted as necessary in the determination of the Board. Amounts of such reserve funds shall be used only for the purpose for which collected and may not be used to reduce operating Common Assessments or deficits or for costs of capital Common Assessments not provided for as part of such funds unless voted on and approved by the Owners as provided by Utah law. A reserve fund shall not be required during the Period of Administrative Control, and if established, shall not require contributions from Lots, Units or Additional Property owned by Declarant;
- b) All taxes, Common Assessments and charges, which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot or Units and not to the Project as a whole;
- c) Any mortgage holder which comes into possession of the Lot or Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any claim of right or other provisions which may exist relating to sale or lease of the Lot or Units in the Project, and nothing herein shall impair the rights of any first mortgage to: (i) foreclose or take title to a Lot or Unit pursuant to the remedies provided in the Mortgage, or (ii) interfere with a subsequent sale or lease of the Lot or Unit so acquired by the Mortgagee.

this Master Declaration or with the laws, ordinances, regulations, rules or order of any governmental authority.

ARTICLE XVIII DISPUTE RESOLUTION

- 18.1 **Statement of Intent.** Prior to purchasing a Lot or Unit, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot or Unit and Dwelling the Owner is purchasing regarding any aspect of the Project. Moreover, if any warranty is provided, it identifies only those items warranted by the Declarant. Having had the ability to inspect prior to purchasing a Lot or Unit, having received a written warranty if any warranty is provided, and having paid market price for a Lot or Unit in the condition the Lot or Units and Common Area are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant and/or any builder or subcontractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Lot or Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lot or Units for years, unfairly prejudicing those Owners who must or want to sell their Lot or Unit during any period when litigation is pending. For this reason, the Owners by purchasing a Lot or Unit and the Declarant agree and acknowledge that claims and disputes shall not be pursued through court action, but shall be asserted and resolved only through certain specific alternative dispute resolution mechanisms and only after full disclosure, right to cure periods, and knowing approval of the Owners, as set forth herein. In addition, the Master Association and the Owners agree that they take ownership and possession of the Lot or Units and any Common Area AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.
- 18.2 **Arbitration.** To the fullest extent permitted by law, all claims and disputes of any kind that any Owner or the Master Association may have involving the Declarant (including its successor and assigns), or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer, builder or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot or Unit, Dwelling, Common Area, or any other component of the Project (a "Dispute"), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant and any Owner or between or involving the Declarant and the Master Association. Arbitration proceedings shall not be commenced unless the Pre-Arbitration Requirements set forth in Section 18.3 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include:

subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings;

- b) If the dispute is not resolved within the 180-day Right to Cure period, the parties agree to mediate the dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day period.
- c) "Notice of Claim" shall mean and include the following information: (1) an explanation of the nature of the claim, (2) a specific breakdown and calculation of any alleged damages, (3) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (4) photographs of any alleged condition, if applicable, (5) samples of any alleged defective conditions or materials, (6) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

18.4 If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant (Owner, Master Association or any Sub-Association) shall have the right to proceed with binding arbitration; however, the Master Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Master Association after first obtaining a written opinion from legal counsel advising the Master Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Master Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a member of the American Arbitration Association's Panel of Construction Arbitrators, or by a different arbitrator or arbitration service provider if mutually approved by the parties. The binding arbitration shall be conducted according to the rules and procedures set forth in the Construction Industry Arbitration Rules promulgated by the American Arbitration Association. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.

18.5 Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitrator shall not award attorney fees or expert witness fees to the prevailing party. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties.

assigns. Each owner or occupant of a Lot or Unit shall comply with, and all interests in all Lot or Units shall be subject to, the terms of the Act or Condo Act, the terms of this Master Declaration, the Master Bylaws, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Master 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 Board on behalf of Lot or Unit Owners, or, in a proper case, by an aggrieved Lot or Unit Owner. By acquiring any interest in a Lot or Unit or in the Project, the party acquiring such interest consents to, and agrees to, be bound by each and every provision of this Master Declaration.

- 19.2 **Duty of Owner to Pay Taxes on Lot or Unit Owned.** It is understood that under the Act and Condo Act each Lot or Unit (and its interest in the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and the special district(s) for all 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, except for certain personal Property thereof. Accordingly, each Lot or Unit Owner will pay and discharge any and all taxes and assessments, which may be assessed against them on their Lot or Unit.
- 19.3 **Service of Process.** The Board shall have the right to appoint a process agent. An appropriate instrument filed in the office Department of Commerce, State of Utah, shall specify such successor or substitute agent and his address.
- 19.4 **Invalidity.** The invalidity of any provisions of this Master Declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect the remainder of this Master Declaration and, in such event, all of the other provisions of this Master Declaration shall continue in full force and effect as if such invalid provision has never been included herein.
- 19.5 **Waiver.** No provision contained in this Master 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 breeches, which may occur.
- 19.6 **Gender.** The use of the masculine gender in this Master Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.
- 19.7 **Topical Headings.** The numbers and headings appearing at the beginning of the sections of this Master Declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content, meaning or intent of this Master Declaration or any paragraph or provision hereof.
- 19.8 **Effective Date.** This Master Declaration shall take effect upon recording in the office of the County Recorder of Cache County, Utah.

[Signature on Next Page]

EXHIBIT "A-1"

Ent 1225845 Bk 2090 Pg 1378

LEGAL DESCRIPTION

LOT 2, DAVIS SUBDIVISION, LOGAN CITY, CACHE COUNTY, UTAH.

EXHIBIT "A-2"

LEGAL DESCRIPTION

1600 PARK AVENUE, PHASE 1, LOGAN CITY, CACHE COUNTY, UTAH

Parcel numbers: 04-234-0001 thru 0012

- 3.4 meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Master Association, or supplied by such Member to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- 3.5 **Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) or more of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Master Declaration, or these Master Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and at the meeting announced, which shall not be less than 3 days nor more than 14 days from the date of adjournment, the Members present in person or represented by proxy shall constitute a quorum.
- 3.6 **Voting.** At all meetings of Members, each Member may vote in person or by proxy.
- 3.7 **Action Taken Without a Meeting.** Any action that may be taken at any regular or special meeting of the Master Association may be taken without a meeting if the following requirements are met:
- a) A written ballot or Unit is distributed to every Member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time for the Member to return the ballot or Unit to the Master Association.
 - b) The number of votes cast by ballot or Unit within the specified time under Subparagraph 3.6(a) equals or exceeds the quorum required to be present at a meeting authorizing the action.
 - c) The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot or Unit.
 - d) The written ballot or Unit distributed to Members affords an opportunity for the Member to specify a choice between approval and disapproval of each order of business proposed to be acted upon by the Master Association and further provides that the vote of the Members shall be cast in accordance with the choice specified.
- 3.8 **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 by the Member himself or by his attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act shall meet the requirements set forth in Subparagraph 3.4 above and shall indicate the name of the secretary of the Master Association, or such other officer

after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Master Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Master Association at said meeting.

ARTICLE V NOMINATION AND ELECTION OF THE BOARD

- 5.1 **Nomination Process.** After the Period of Administrative Control, the process for the nomination and election of the Board of Directors shall proceed as set forth herein.
- 5.2 **Nominating Committee.** After the Period of Administrative Control, nominations for election to the Board shall be made by a Nominating Committee, whose purpose is to seek out and locate qualified individuals as candidates for election to the Master Association's Board of Directors. The Nominating Committee shall consist of a Chairman, who shall be a member of the existing Board, and two or more additional members of the Master Association, who may or may not be current members of the Board. The Nominating Committee shall be appointed by the Board not less than 20 days prior to each annual meeting of the Master Association at which an election will be held. The Nominating Committee shall serve for a term of one year. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of vacant Board seats to be filled. The Nominating Committee may notify members that it is seeking qualified candidates and interview all candidates interested in serving on the Board to determine if, in the Nominating Committee's sole discretion, the potential candidate has the proper demeanor, experience, ability and character to serve the interests of the Master Association if elected. The Nominating Committee shall submit to the Board those names as candidates which a majority of the Nominating Committee recommend be placed on the Master Association ballot or Unit. Those nominated as candidates shall have the opportunity to communicate their qualifications to the members and to solicit votes. Should the Board fail to follow the procedures outlined in this Article 5.2, then nominations shall be made from the floor at the annual meeting or any special meeting.
- 5.3 **Nomination Approval.** Anyone nominated as a candidate prior to or at the Master Association's election meeting should have first granted their approval and affirmatively stated that he or she is willing to serve for the term if elected.
- 5.4 **Nominations.** The names of the candidates recommended by the Nominating Committee shall be included in the Notice of the annual meeting sent to members of the Master Association and may be included on proxy and absentee ballot or Units sent to members. Write-in candidates are permitted. Nominations may also be received from members of the Master Association from the floor at the annual meeting of the members.

7.2 **Duties.** It shall be the duty of the Board to:

- a) Cause to be kept a complete record of all its acts and corporate affairs;
- b) Supervise all officers, agents and employees of this Master Association, and to see that their duties are properly performed;
- c) As more fully provided in the Master Declaration, to:
 - i) Fix the amount of the annual Common Assessment against each Lot or Unit at least thirty (30) days in advance of each annual Common Assessment period;
 - ii) Send written notice of each Common Assessment to every Owner subject thereto at least thirty (30) days in advance of each annual Common Assessment period; and
 - iii) Foreclose at its discretion the lien against any Lot or Unit for which Common Assessments are not timely paid and/or to bring an action at law against the Owner personally obligated to pay the same.
- d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Common Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states a Common Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e) Procure and maintain adequate liability and hazard insurance on property owned by the Master Association, and adequate officers and Board member indemnity insurance, and all other insurance required by the Master Declaration;
- f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g) Cause the Common Areas and Maintenance Areas to be maintained;
- h) Permit First Mortgagees of Lot or Units in the Project to pay taxes or other charges which are in default and which may or have become a charge against the Common Areas of the Master Association, and such First Mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and such First Mortgagees, upon making such payments, shall be owed immediate reimbursement therefor from the Master Association;

- c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of the Members; keep the corporate seal of the Master Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Master Association together with their addresses; and shall perform such other duties as required by the Board.
- d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board; shall, together with the President, sign all checks and promissory notes of the Master Association; keep proper books of account; cause an annual audit or review of the Master Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, and deliver a copy of each to the Members.

ARTICLE IX INDEMNIFICATION OF OFFICERS AND THE BOARD

The Master Association shall provide any indemnification required or permitted by the laws of Utah and shall indemnify the Board, officers, agents and employees as follows:

- 9.1 **Third Party Litigation.** The Master Association shall indemnify any Board member or officer of the Master Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Master Association) by reason of the fact that he is or was a Board member or an officer or an employee or agent of the Master Association, or is or was serving at the request of the Master Association as a Board member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he was not grossly negligent or acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Master Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he reasonably believed to be in or not opposed to the best interest of the Master Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 9.2 **Master Association Litigation.** The Master Association shall indemnify any Board member or officer of the Master Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Master Association to procure a judgment in its favor by reason of the fact that he is or

- 9.7 **Benefitted Parties.** Any indemnification pursuant to this Article IX shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a Board member or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE X COMMITTEES

- 10.1 **Appointments.** After the Period of Administrative Control, the Master Association shall appoint a nominating committee, as provided in these Master Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

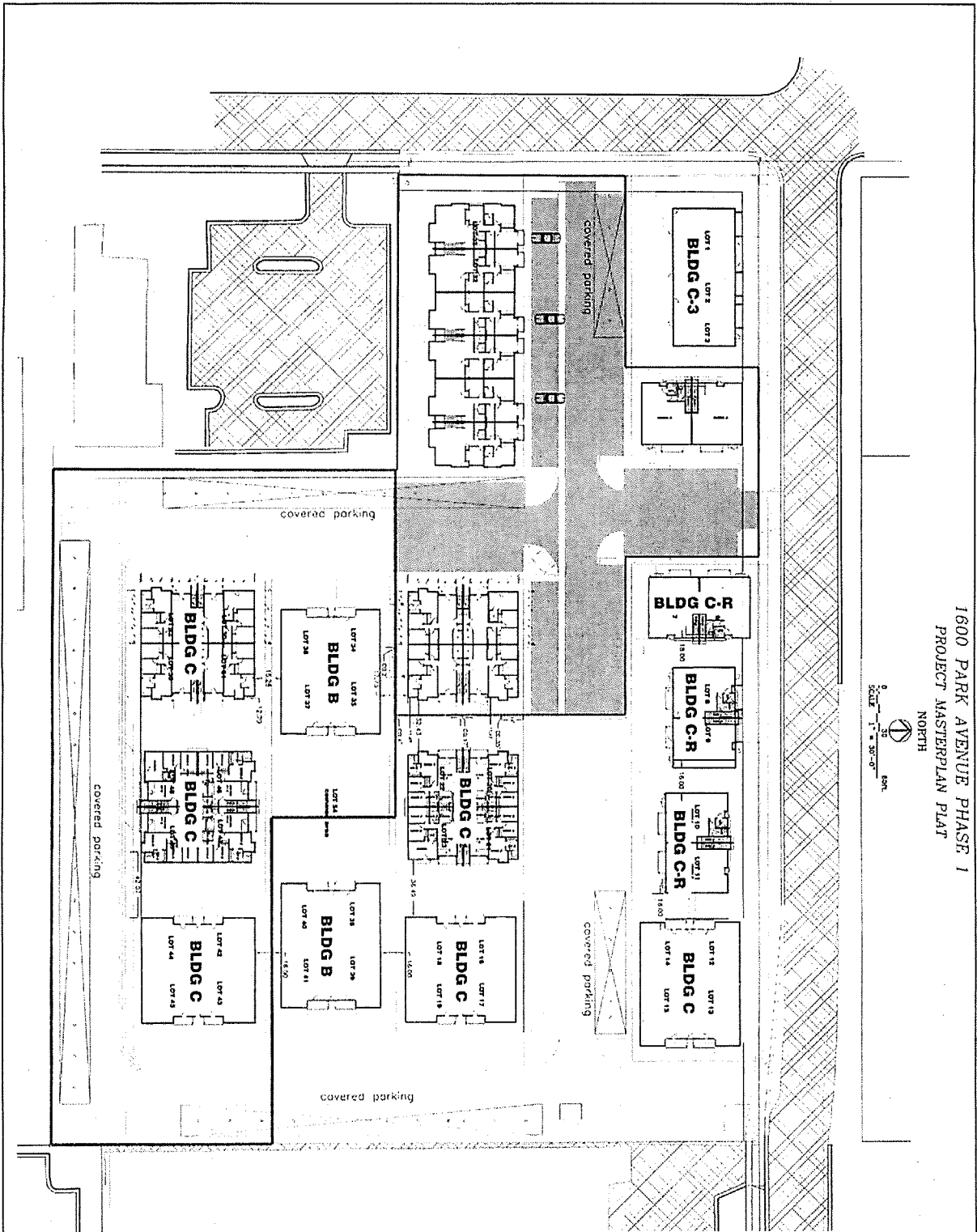
ARTICLE XI BOOKS AND RECORDS

- 11.1 **Accounting.** The books and accounts of the Master Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.
- 11.2 **Inspection of Records.** The membership register, books of account and minutes of meetings of the Master Association, of the Board and of committees of the Board and all other records of the Project maintained by the Master Association or Manager shall be made available for inspection and copying by any members of the Master Association or his duly appointed representative at any reasonable time and for a non-commercial purpose reasonably related to his interest as a Member, at the office where the records are maintained. Upon receipt of an authenticated written request from a Member along with the fee prescribed by the Board to defray the costs of reproduction, the Manager or other custodian of records of the Master Association shall prepare and transmit to the Member a copy of any and all records requested. The Board shall establish reasonable rules with respect to:
- a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
 - b) Hours and days of the week when such an inspection may be made; and
 - c) Payment of the cost of reproducing copies of documents requested by a Member.

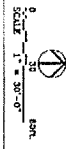
Every member of the Board, subject to the conditions set forth above, shall have the absolute right at any reasonable time to inspect and make copies of all books, records and documents of the Master Association and to inspect all real and personal properties owned or controlled by the Master Association.

to the context, shall have the same meaning as they are defined to have in the Master Declaration.

- 15.3 **Severability.** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
- 15.4 **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 15.5 **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.
- 15.6 **Construction.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term “shall” is mandatory and “may” permissive.



1600 PARK AVENUE PHASE 1
 PROJECT MASTERPLAN PLAT
 NORTH



PROJECT NO. 1600 PARK AVENUE
 MASTER PLAN
 PART OF THE NORTH HALF OF SECTION 21 OF TOWNSHIP 13
 NORTH RANGE 1 EAST, SALT LAKE BASIN AND NEPHEW
 350 WEST 1500 NORTH
 UTAH, UTAH

DATE	BY	REVISION

APPROVED FOR THE CITY OF SALT LAKE COUNTY
 BY _____
 DATE _____

APPROVED FOR THE CITY OF SALT LAKE COUNTY
 BY _____
 DATE _____



PERCENTAGE INTEREST

MASTER ASSOCIATION

1600 Park Avenue Townhomes HOA # 1
(Sub-Association)

Unit No.	Percentage Interest in Common Areas	Voting Interest Percentage
1	8.33 %	8.33 %
2	8.33 %	8.33 %
3	8.33 %	8.33 %
4	8.33 %	8.33 %
5	8.33 %	8.33 %
6	8.33 %	8.33 %
7	8.33 %	8.33 %
8	8.33 %	8.33 %
9	8.33 %	8.33 %
10	8.33 %	8.33 %
11	8.33 %	8.33 %
12	8.33 %	8.33 %