



Iron Blossam Lodge

a condominium at Snowbird

DOCUMENTATION

TABLE OF CONTENTS

Recitals:	
Condominium Project	1
Description of Land	1
Prior Amendments	1
Acquisition of Subject Ground and Other Property Rights	1
Intent and Purpose	1
 Declaration:	
Definitions	1
Submission to Condominium	2
Division into Condominiums	2
Nature and Incidents of Time Period Condominium Ownership	3
Nature and Incidents of Commercial and Residential Condominium Ownership	3
Ownership of Common Areas	3
Title to Condominiums	3
Easements	3
Restrictions on Use	4
The Association	4
Certain Rights and Obligations of the Association	4
Assessments	5
Types of Insurance	6
Forms of Insurance	6
Damage or Destructions	7
Consequences of Condemnation	7
Compliance with Declaration and Bylaws	8
Registration of Mailing Address	8
Interpretation	8
Audit	8
Amendment	8
Effective Date	8
Agent for Service	8
Owner's Obligation	8
Certification of Required Consent	8
 Exhibit A Iron Blossam Lodge Condominiums Key and Explanation	9-16
 Amended and Restated Bylaws of Iron Blossam Owners Association:	
Article I. Name and Location	17
Article II. Definitions	17
Article III. Meeting of Members	17
Article IV. Board of Directors	17
Article V. Nomination and Election of Directors	17
Article VI. Meetings of Directors	18
Article VII. Powers and Duties of the Board of Directors	18
Article VIII. Officers and Their Duties	18
Article IX. Committees	18
Article X. Assessments	18
Article XI. Corporate Seal	18
Article XII. Fiscal Year	18
Article XIII. Amendments	18
Article XIV. Indemnification of Officers and Directors	18
 Exhibit "A" to Amended and Restated Bylaws of Iron Blossam Owners Association	19
 Iron Blossam Lodge House Rules	20

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
IRON BLOSAM LODGE**

This Amended and Restated Declaration of Condominium, hereinafter called the "Amended and Restated Declaration" or the "Declaration", is made and executed this 4th day of September, 1991, by IRON BLOSAM OWNERS ASSOCIATION, a Utah non-profit corporation, hereinafter called the "Declarant" or the "Association".

Recitals

A. **Condominium Project.** Iron Blossam Lodge (the "Project") is a condominium project located on that certain parcel of land located in Salt Lake County, Utah, more fully described in Recital B, below. The original Declaration of Condominium for Iron Blossam Lodge ("Original Declaration") and the Record of Survey Map ("Map") for the Project were recorded in the office of the Salt Lake County Recorder, State of Utah, on November 6, 1975, as Entry Nos. 2758100 and 2758098, respectively, in Book 4019 at page 318 and in Book 75-11 of Plats at page 174.

B. **Description of Land.** The Condominium Project subject hereof is located in and upon certain real property situated in Salt Lake County, State of Utah, and more particularly described as follows:

Parcel 1:

Beginning at a point on the Southerly line of Anna, Mineral Survey No. 5913, as the same is located on the ground, said point being South 80°25'37" West (deed = South 80°30' West) along said Southerly line 911.48 feet from corner No. 2 of said mineral survey, said point of beginning also and running thence South 80°25'37" West along said Southerly line 12.35 feet; thence North 60°13'19" West 35.30 feet; thence South 74°46'41" West 142.20 feet; thence North 60°13'19" West 47.80 feet; Thence North 15°13'19" West 56.60 feet; thence North 74°46'41" East 115.10 feet; thence North 15°13'19" West 32.00 feet, thence North 71°55'37" East 20.20 feet; thence South 15°13'19" East 33 feet; thence North 74°46'41" East 26.70 feet; thence South 60°13'19" East 6.30 feet; thence North 74°46'41" East 235.70 feet; thence South 15°13'19" East 59.50 feet; thence South 60°13'19" East 36.60 feet; thence South 29°46'41" West 37.00 feet; thence North 60°13'19" West 36.10 feet; thence South 74°46'41" West 165.00 feet; thence South 19°27'00" East 26.18 feet to the point of beginning.

Parcel 2:

Together with an easement which is described as follows:

Beginning at a point on the Southerly line of Anna, Mineral Survey No. 5913, as the same as recorded in the office of the Salt Lake County Recorder, said point being South 80°25'37" West (Deed = South 80°30' West) along said Southerly line 923.83 feet from corner No. 2 of said mineral survey, and running thence North 60°13'19" West 35.50 feet; thence South 74°46'41" West 142.20 feet; thence South 60°13'19" East 13.20 feet to said Southerly line; thence North 80°25'37" East along said Southerly line 158.60 feet to the point of beginning.

Parcel 3:

Together with an easement which is described as follows:

Beginning at a point on the Southerly line of Anna, Mineral Survey No. 5913, as the same is recorded in the office of the Salt Lake County Recorder, said point being South 80°25'37" West (Deed = South 80°30' West) along said Southerly line 751.24 feet from corner No. 2 of said mineral survey, and running thence North 29°33'40" East 32.15 feet; thence North 60°13'19" West 26.94 feet; thence South 74°46'41" West 165.00 feet; thence South 19°27'00" East 26.18 feet to said Southerly line; thence North 80°23'37" East along said Southerly line 160.24 feet to the point of beginning.

Parcel 4:

Together with an easement for ingress-egress and parking which is described as follows:

Beginning at a point on the Southerly line of Anna, Mineral Survey No. 5913, as the same is recorded in the office of the Salt Lake County Recorder, said poin. being South 80°25'37" West (Deed = South 80°30' West) along said Southerly line 751.24 feet from corner No. 2 of said mineral survey, and running thence South 80°25'37" West along said Southerly line 324.22 feet; thence South 15°26'20" East 4.49 feet; thence North 75°01'59" East 14.41 feet; thence South 22°15'21" East 11.20 feet; thence South 0°50'40" East 27.84 feet; thence South 37°19'53" West 28.95 feet; thence South 70°31'11" West 60.98 feet; thence South 85°36'42" West 40.35 feet; thence North 80°24'18" West 134.66 feet; thence South 11°33'50" West 21.85 feet; thence South 81°36'58" East 125.71 feet; thence North 89°06'30" East 124.12 feet; thence North 79°26'26" East 21.36 feet; thence South 10°36'48" East 68.28 feet; thence North 79°23'12" East 6.50 feet; thence North 10°36'48" West 68.28 feet; thence North 79°26'26" East 53.83 feet; thence South 27°08'36" East 63.88 feet; thence South 77°26'01" East 112.62 feet; thence South 86°08'09" East 11.20 feet; thence North 7°22'36" East 141.48 feet; thence North 33°56'21" East 99.10 feet to the point of beginning.

Parcel 5:

Together with an easement for ingress-egress which is described as follows:

Beginning at corner No. 3 of Anna, Mineral Survey No. 5913, as the same is recorded in the office of the Salt Lake County Recorder, and running thence South 82°25'55" West 62.82 feet; thence South 73°28'19" West 105.16 feet; thence South 87°28'27" West 65.92 feet; thence North 74°54'51" West 36.41 feet to the Southerly edge of asphalt of U-210 Highway; thence North 67°40'50" East along said edge of asphalt 111.24 feet; thence South 8°05'28" East 14.52 feet; thence North 78°11'29" East 135.77 feet; thence North 86°54'25" East 21.78 feet to the Westerly line of said mineral survey; thence South 10°05'16" East along said Westerly line 25.61 feet to the point of beginning.

And also beginning at said corner No. 3 of Anna, Mineral Survey No. 5913, and running thence North 88°44'18" East 18.09 feet; thence South 77°50'45" East 61.08 feet; thence East 119.89 feet; thence North 11°33'50" East 21.85 feet; thence North 80°24'18" West 25.37 feet; thence North 84°39'51" West 60.77 feet to the Southerly line of said mineral survey; thence South 80°25'37" West along said Southerly line 118.35 feet to the point of beginning.

Parcel 6:

Together with an easement for ingress-egress which is described as follows:

Beginning at corner No. 3 of Anna, Mineral Survey No. 5913, as the same is recorded in the office of the Salt Lake County Recorder, and running thence North 10°05'16" West along the Westerly line of said mineral survey 25.61 feet; thence North 86°54'25" East 39.30 feet; thence South 84°39'51" East 82.30 to the Southerly line of said mineral survey; thence South 80°25'37" West along said Southerly line 118.35 feet to the point of beginning.

hereinafter referred to as the "Subject Ground".

C. **Prior Amendments.** Amendments to the Original Declaration were previously made and recorded as First Amendment to Declaration of Condominium on April 4, 1980, as Entry No. 3420067, in Book 5082, Page 506, Second Amendment to Declaration of Condominium on March 27, 1981, as Entry No. 3548130, in Book 5229, at Page 865, and Third Amendment to Declaration of Condominium on November 22, 1982, as Entry No. 3734545, in Book 5422, at Page 1834, all in the Office of the Salt Lake County Recorder (collectively, "Prior Amendments").

D. **Acquisition of Subject Ground and Other Property Rights.** The Association has acquired all right, title and interest in and to the Subject Ground underlying the building and other improvements constituting the Project, and desires by this Amended and Restated Declaration of Condominium to incorporate the Subject Ground into the Common Areas and Facilities of the Project and to vest in each Owner an undivided interest as tenant in common with all other Owners in the Subject Ground as further defined and limited in the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated (the "Act"). The Association has also acquired an interest in certain other real property adjacent to the Subject Ground for access, parking and recreational purposes. Said rights were acquired pursuant to that certain Sublease executed as of April 30, 1990 by and between Snowbird, Ltd., a Utah limited partnership and Iron Blossam Owners Association, Inc., a Utah non-profit corporation, which was recorded May 4, 1990, in the Official Records of Salt Lake County, Utah under Entry No. 4912898 ("Sublease"), and pursuant to that certain Easement for Access and Other Uses entered into April 30, 1990, by and between Snowbird, Ltd., a Utah limited partnership and the Iron Blossam Owners Association, Inc., a Utah non-profit corporation, which document was recorded May 4, 1990 in the Official Records of Salt Lake County, Utah, under Entry No. 4912896 ("Easement"). The rights under the Sublease and Easement are collectively referred to herein as the "Other Properties". The Association by this Amended and Restated Declaration intends to subject the Other Properties to all of the terms and provisions hereof and to make the Other Properties a part of the Common Areas and Facilities of the Project pursuant to the Act.

E. **Intent and Purpose.** Declarant desires and intends by recording this Amended and Restated Declaration that the Property be and continue as a condominium project under the Act without interruption as in the past except as modified by this Amended and Restated Declaration. Declarant further intends by recording this Amended and Restated Declaration to restate in full the Original Declaration and the Prior Amendments, replacing all of same by this Amended and Restated Declaration.

Declaration

1. **Definitions.** Unless the context clearly indicates otherwise, certain terms as used in this Amended and Restated Declaration shall be defined as follows:

(a) **"Association"** shall mean Iron Blossam Owners Association, a Utah non-profit corporation, organized to be the Association referred to herein.

(b) **"Board of Directors"** shall mean the governing board of the Association, appointed or elected in accordance with this Amended and Restated Declaration and the Articles of Incorporation and Bylaws of the Association.

(c) **"Common Areas"** shall mean all physical portions of the Project including the land on which the Lodge Building is located, except all Units.

(d) **"Common Area Furnishings"** shall mean all furniture, furnishings,

equipment, facilities, and other personal property within the Project for the use and benefit of all Owners and all furniture, furnishings, equipment, facilities, and other personal property hereafter purchased in accordance with this Amended and Restated Declaration with monies from the Common Expense Fund. Common Area Furnishings shall be deemed to be part of the Common Area, except as otherwise expressly provided herein.

(e) **"Commercial Condominium"** shall mean a Condominium within the Project consisting of ownership of a Commercial Unit and an undivided interest in the Common Areas appurtenant to such Commercial Unit as set forth in Exhibit A hereto.

(f) **"Commercial Owner"** shall mean any person or entity, including Declarant, at any time owning a Commercial Condominium within the Project. The term shall not include any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

(g) **"Commercial Unit"** shall mean those Units located on floors one, two, or three of the Lodge Building and designated in Exhibit A hereto as Commercial.

(h) **"Condominium"** shall mean a Time Period Unit, a Residential Unit, or a Commercial Unit, together with the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas appurtenant to such Unit as set forth in Exhibit A hereto.

(i) **"Condominium Act"** shall mean the Utah Condominium Ownership Act and amendments thereto. (Title 57, Chapter 8, Utah Code Annotated).

(j) **"Declarant"** shall mean Iron Blossam Owners Association, a Utah non-profit corporation.

(k) **"Lessor"** shall mean Snowbird, Ltd., a Utah limited partnership.

(l) **"Limited Common Areas"** shall mean any Common Areas designated for exclusive use by the Owner or Owners of a particular Unit or Time Period Unit. Structural separations between Units or the space which would be occupied by such structural separations may become Limited Common Areas for the exclusive use of the Owner or Owners of the Units on either side thereof as provided in Subparagraph 5(c) hereof. Any balconies, porches, or storage facilities which are identified on the Map with the same number or other designation by which a Unit is identified shall be Limited Common Areas for the exclusive use of the Owner or Owners of the Unit or Time Period units bearing the same number or designation.

(m) **"Lodge Building"** shall mean that certain eleven story building that has been constructed on the Subject Ground as shown in the Map.

(n) **"Maintenance Period Units"** shall mean those Time Period Units to be deeded by Declarant to the Association as provided in Paragraph 4 hereof.

(o) **"Manager"** shall mean the person, firm or company designated by the Association to manage, in whole or in part, the affairs of the Association and the Project.

(p) **"Map"** shall mean the Record of Survey Map of Iron Blossam Lodge, recorded in the office of the County Recorder for Salt Lake County, State of Utah.

(q) **"Mortgage"** shall mean any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

(r) **"Mortgagee"** shall mean any person named as the mortgagee or beneficiary under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

(s) **"Owner"** shall mean any person or entity, including Declarant, at any time owning a Condominium within the Project, and shall include Time Period Owners, Residential Owners, and Commercial Owners. The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

(t) **"Project"** shall mean the Subject Ground and the Lodge Building and all improvements submitted by this Amended and Restated Declaration to the provisions of the Condominium Act.

(u) **"Residential Condominium"** shall mean a Condominium within the Project consisting of ownership of all Time Period Units with relation to a given Unit (including Time Period Unit Nos. 18 and 19) and the undivided interest in the Common Areas appurtenant to such Residential Unit as set forth in Exhibit A hereto.

(v) **"Residential Owner"** shall mean any person or entity, including Declarant, at any time owning a Residential Condominium within the Project. The term shall not include any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

(w) **"Residential Unit"** shall mean those Units located on any of the floors three through eleven of the Lodge Building and designated in Exhibit A hereto as Residential.

(x) **"Time Period Condominium"** shall mean a Condominium within the Project consisting of ownership of a Time Period Unit, except Maintenance Period Units, and an undivided interest in the Common Areas appurtenant to such Time Period Unit as set forth in Exhibit A hereto.

(y) **"Time Period Owner"** shall mean any person or entity, including Declarant, at any time owning a Time Period Condominium; provided, however, that neither the Association with respect to any Time Period Units owned as Maintenance Period Units nor any Owner owning all of the Time Period Units (including Time Period Unit Nos. 18 and 19) within any Unit shall be considered a Time Period Owner.

(z) **"Time Period Unit"** shall mean each of fifty-two (52) annually recurring time periods established and designated in Exhibit A hereto during which the Owner thereof shall have exclusive use and occupancy of a particular designated Unit within the Project.

(aa) **"Time Period Unit Furnishings"** shall mean all furniture, furnishings, equipment, facilities, and personal property within particular Units for the exclusive use and benefit of Time Period Owners and all furniture, furnishings, equipment, facilities and personal property hereinafter purchased with monies from the Furniture and Maintenance Fund.

(bb) **"Unit"** shall mean an individual air space unit, consisting of enclosed rooms occupying part of the Lodge Building and bounded by the interior surfaces of the walls, floors, ceilings, windows, doors, and built-in fireplaces, if any, along the perimeter boundaries of the air space as said boundaries are shown on the Map, together with all fixtures and improvements therein contained, except Time Period Unit Furnishings. Paint and other wall, ceiling, or floor coverings on interior surfaces shall be deemed a portion of the Unit. Notwithstanding the fact that the may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or use and enjoyment of another Unit: Bearing walls, floors, ceilings, and roofs (except the interior surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, and other utility installations, except the outlets thereof when located within the Unit. The interior surfaces of a window or door means the points at which such surfaces are located when such window or door is closed.

2. **Submission to Condominium.** Declarant hereby submits the Subject Ground, the Other Properties, the Lodge Building and all other improvements thereon to the provisions of the Condominium Act in perpetuity. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used, and improved as a Condominium Project to be known as Iron Blossam Lodge. All of said 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 Project and in furtherance of a plan for improvement of said property and division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, their successors and assigns, and any person acquiring or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sub-lessees, heirs, executors, administrators, devisees, and successors. To the extent required by law, this Declaration shall be deemed a conveyance of the Subject Ground and the Other Properties by the Association to the record title Owners, as of the date hereof, of all Condominiums in the Project in accordance with their percentage undivided interest in the Common Areas. Provided, however, every subsequent conveyance by an Owner of his, her or its Condominium shall automatically include, without further reference, such Owner's interest in the Subject Ground and Other Properties. No separate conveyance of such interest therein shall be required.

3. **Division into Condominiums.** The Project is hereby divided into three types of Condominiums: First, Commercial Condominiums, each consisting of ownership of a Commercial Unit and an appurtenant undivided interest in the Common Areas; second, Residential Condominiums, each consisting of ownership of all Time Period Units (including Time Period Unit No. 18 and 19) within a given Residential Unit and an appurtenant undivided interest in the Common Areas; and third, Time Period Condominiums, consisting of a Time Period Unit, except Maintenance Period Units, and an appurtenant undivided interest in the Common Areas.

4. **Nature and Incidents of Time Period Condominium Ownership.**

(a) **Use and Occupancy.** A Time Period Owner shall have the right to occupy the Unit to which his Time Period Unit relates and to use the Common Areas only during the particular annually recurring time period or periods that he owns, except as the Association or this Amended and Restated Declaration may otherwise permit use of the Common Areas.

(b) **Maintenance Period Units.** Time Period Unit Nos. 18 and 19 in each Residential Unit which is not in a Residential Condominium shall be designated Maintenance Period Units and shall have no appurtenant ownership interest in the Common Areas and shall not be deemed Condominiums.

(c) **Conveyance of Maintenance Period Units.** As to each Unit with respect to which the same Owner shall not own each and all of the Time Period Units related thereto, Declarant shall convey to the Association without charge the subject Maintenance Period Units, to be held and used by the Association strictly in accordance with the provisions of this Paragraph. In the event that the same Owner shall thereafter acquire ownership of each and all of the Time Period Units related to any particular Unit (except the appurtenant Maintenance Period Units), the Association shall at the written request of such Owner convey forthwith to such Owner, without charge, the Maintenance Period Units which relate to such Unit, whereupon the Owner of such Unit shall for all purposes hereof be deemed a Residential Owner. Upon conveyance by Declarant or the Association of the Maintenance Period Units related to a Unit to any Owner, the Association need not thereafter accept a conveyance of such Maintenance Period Units from any such Owner, his successors or assigns.

(d) Maid Service, Cleaning and Maintenance. As to all Units with respect to which the Association shall own the appurtenant Maintenance Period Units, the Association shall provide maid service for and all cleaning, maintenance, painting, and repair of such Units, and repair and replacement of the Time Period Unit Furnishings therein. The Association shall acquire and pay for such goods and services with funds from the Furniture and Maintenance Fund, as hereinafter provided for, unless the damages were caused by the intentional negligent acts or omissions of an individual Owner, his family, guests, invitees, or licensees, in which event the costs of repair and replacement shall be assessed to such Owner. The Association shall have the same responsibilities with respect to Limited Common Areas, if any, appurtenant to such Units, except that it shall not be responsible to any Owner for loss or damage by theft or otherwise articles stored in any storage area, balcony, or Unit.

(e) Use of Maintenance Period Units. Maintenance Period Units owned by the Association shall be used exclusively for the purpose of cleaning, maintaining, repairing, replacing, and refurbishing the appurtenant Unit and Time Period Unit Furnishings therein in accordance with the provisions of this Amended and Restated Declaration.

(f) Restriction on Alterations. Except as permitted by the Association or as required in emergency to prevent damage to property or injury to persons, no Time Period Owner shall make alterations, improvements, replacements, or repairs in any Unit with respect to which the Association owns the appurtenant Maintenance Period Units, or to any Time Period Unit Furnishings therein. Nor shall any Time Period Owner contract so to do or subject any such Unit or Time Period Unit Furnishings therein to any liens for the making of any alterations, improvements, replacements, or repairs. No Time Period Owner shall commit any waste with respect to his Unit, the Time Period Unit Furnishings therein, or the Common Areas.

5. Nature and Incidents of Commercial and Residential Condominium Ownership.

(a) Interior of Units. Each Residential Owner and each Commercial Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his Unit and the surfaces of all walls, ceilings, floors, and doors within such boundaries.

(b) Maintenance of Units. Each Residential Owner and each Commercial Owner shall keep the interior of his Unit, including without limitation, interior walls, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such Unit should develop an unsanitary or unclean condition or fall into a state of disrepair, and in the event that the Owner of such Unit should fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair.

(c) Right to Combine Units. With the written consent of the Association, two or more Commercial Units or Residential Units may be utilized by the Owner(s) thereof as if they were one Unit. To the extent permitted in the written consent of the Association, any walls, floors, or other structural separations between any two such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, may, for as long as the two Units are utilized as one Unit, be utilized by the Owner(s) of the adjoining Units as Limited Common Areas, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two Units which, but for joint utilization of the two Units, would have been occupied by the structural separation, shall be closed, at the equal expense of the Owner(s) of each of the two Units and the structural separations between the two Units shall thereupon become Common Areas.

6. Ownership of Common Areas. The undivided interest in the Common Areas appurtenant to each Unit or Time Period Unit in the Project shall be as set forth in Exhibit A attached hereto and by this reference made a part hereof. The percentages appurtenant to each Unit or Time Period Unit as shown in said Exhibit A shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, each Owner shall be entitled to use the Common Areas (other than the Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any Rules and Regulations promulgated by the Association.

7. Title to Condominiums.

(a) Title. Title to a Condominium within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but not by way of limitation, joint tenancy or tenancy in common.

(b) Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof, and each Time Period Unit (except Maintenance Period Units), Residential Unit, and Commercial Unit, and the undivided interest in the Common Areas appurtenant to each shall always be conveyed, devised, encumbered and otherwise affected only as a complete Condominium. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Condominium, together

with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

(c) No Partition. The Common Areas shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

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

(e) Mechanics' Liens. No labor performed or material furnished for use in connection with any Unit and/or Time Period Unit with the consent or at the request of an Owner or his agent or sub-contractor shall create any right to file a statement of mechanic's lien against the Unit and/or Time Period Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas except as to the undivided interests therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

(f) Description of Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Project may describe a Unit and/or Time Period Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit and/or Time Period Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to ownership of a Condominium within the Project and all of the limitations on such ownership as described in this Declaration and/or the Bylaws of the Association.

8. Easements.

(a) Easements for Encroachments. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of the Common Areas or any part of a Unit or Units encroaches or shall hereafter encroach on real property outside the boundaries of the Subject Ground an easement for such encroachment shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

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

(c) Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas as necessary for access to his Unit and to any Limited Common Areas appurtenant to his Unit, and shall have the right to the horizontal, vertical, and lateral support of his Unit.

(d) Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the Common Areas, other than Limited Common Areas, facilities for use by Owners generally or by the Association and its agents exclusively.

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

9. Restrictions on Use.

(a) Restrictions on Commercial Units. The Commercial Units within the Project, except as otherwise permitted in writing by the Association, shall be used only as follows:

(i) Permitted Uses. The Commercial Units within the Project may be

used only as restaurants, retail businesses, lounges, business offices, professional offices, or lodging facilities; provided, however, that if the particular use of any Commercial Unit increases the rate of insurance on the Project or any part thereof over what the Association, but for such activity, would pay, the Owner of such Commercial Unit shall be assessed for and shall pay the amount of such increase.

(ii) Patrons. All customers, clients, patrons, and licensees of Owners of Commercial Units shall be permitted to enter upon the Project and shall have a non-exclusive easement across Common Areas for access to such Commercial Units.

(b) Restrictions on Residential and Time Period Units. The Residential and Time Period Units, except as otherwise permitted in writing by the Association, shall be used and occupied only as follows:

(i) Permitted Uses. The Residential and Time Period Units within the Project shall be used exclusively for residential and lodging purposes, such purpose to be confined to Units within the Project.

(ii) Occupancy Restrictions. No Residential and Time Period Unit shall be used to accommodate more persons than it was designed to accommodate comfortably, which is defined herein as no more than four persons in each bedroom, living room, or other sleeping area.

(iii) Commercial Activities Restricted. No Residential or Time Period Unit shall be used for business or commercial activity; provided, however, that nothing in this Subparagraph shall be deemed to prevent (1) Declarant or its duly authorized agent from using any Units owned by Declarant as sales models or property management office, or (2) any Owner or his duly authorized agent from freely renting or leasing his Unit from time to time.

(c) General Restrictions. The Units, Common Areas, and Limited Common Areas, except as otherwise permitted in writing by the Association, shall be used in accordance with the following restrictions:

(i) 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.

(ii) No Hazardous Activities. 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.

(iii) Restriction on Signs. No signs, flags, or advertising devices of any nature, including, without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any part of the Project, without the prior inspection and written approval of the Association, except as may be necessary temporarily to caution or warn of danger.

(iv) Restriction on Animals. No animals, birds, fish, or pets shall be kept or allowed to remain on any part of the Project.

(v) Restriction on Window Coverings. The draperies, shades, and other interior window coverings in Units shall present a uniform and pleasant appearance from the outside of the Lodge Building. No draperies, shades, or other interior window coverings shall be installed or employed in any Unit without the prior inspection and approval of the Association.

(vi) No Subdivision. No Unit, Time Period Unit, Common Areas, or portions thereof may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership.

(vii) No Structural Alterations. No Owner shall, without the prior written consent of the Association, make or permit to be made any structural alteration, improvement, or addition in or to his Unit or to the Common Areas. No Owner shall, without the prior written consent of the Association, do any act that would impair the structural soundness or integrity of the Lodge Building or the safety of property or impair any easement or hereditament appurtenant to the Project.

(viii) No Obstructions. There shall be no obstruction of the Common Areas by any Owner. Owners shall neither store nor leave any of their property in the Common Areas, except with the prior consent of the Association.

(ix) Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Residential or Time Period unit which would increase the rate of insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or guest, lessee, licensee, or invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his guests, lessees, licensees, or invitees.

(x) Rules and Regulations. No Owner shall violate the Rules and Regulations for the use of Commercial Units, Residential Units, Time Period Units, and Common Areas as adopted from time to time by the Association.

(d) Construction Period Exemption. During the course of actual construction of any permitted structures or improvements, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction, nothing is done which will result in a violation of any of said provisions, covenants, conditions or restrictions upon completion of construction.

10. The Association.

(a) Membership. Each Owner shall be entitled and required to be a member of the Association; membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Condominium is held by more than one person, the membership appurtenant to that Condominium shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him. Each membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. Ownership of a Condominium within the Project cannot be separated from membership in the Association appurtenant thereto, and a transfer, encumbrance, gift, devise, bequest, or other conveyance of a Condominium shall be construed to be a transfer, encumbrance, gift, devise, bequest, or other conveyance, respectively, of the Owner's membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Condominium.

(b) Votes. The number of votes appurtenant to each respective Condominium shall be as shown in Exhibit A attached hereto and by this reference made a part hereof. The number of votes appurtenant to each Condominium as shown in said Exhibit A shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded.

(c) Amplification. The provisions of this Paragraph may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

11. Certain Rights and Obligations of the Association.

(a) The Common Areas. The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Area Furnishings), and shall keep the same in a good, clean, attractive, safe, and sanitary condition, order, and repair, provided, however, that each Owner of a Unit, except Owners of Units with respect to which the Association shall own the Maintenance Period Units therein, shall keep the Limited Common Areas, if any, appurtenant to this Unit in a good, clean, safe, sanitary, and attractive condition. The Association shall be responsible for the maintenance and repair of the exterior of the Lodge Building and the grounds, including, but not by way of limitation, painting thereof, repair and replacement of exterior trim and roofs, and maintenance of landscape, walkways, and driveways. The Association shall also be responsible for maintenance, repair, and replacement of Common Areas within the Lodge Building, including, but not by way of limitation, hallways, elevators, utility lines, and all Common Area Furnishings, improvements, or other material located within or used in connection with the Common Areas. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence of this Subparagraph. All goods and services procured by the Association in performing its responsibilities under this Subparagraph shall be paid for with funds from the Common Expense Fund.

(b) Certain Units. As to all Units with respect to which the Association shall own the Maintenance Period Units therein, the Association shall be responsible for keeping said Units and all Time Period Unit Furnishings therein and Limited Common Areas, if any, appurtenant to such Units in a good, clean, attractive, safe, and sanitary condition, order, and repair. The Association shall be responsible for providing maid service to such Units (on a weekly basis, or on such other basis as may be determined by a majority vote of the Owners of Units entitled to receive such services, such determination to be made at the annual meeting or at a special meeting of such Owners duly called for such purpose in accordance with the provisions of the Bylaws relating to special meetings) and for the maintenance, repair, and replacement of the interiors of such Units and Time Period Unit Furnishings therein, including, but not by way of limitation, cleaning, painting, repairing, and replacing the interior surfaces of walls, doors and windows, and all cupboards, fixtures, appliances, equipment, improvements, materials, and Time Period Unit Furnishings within such Units. All goods and services procured by the Association in performing its responsibilities under this Subparagraph shall be paid for with funds from the Furniture and Maintenance Fund.

(c) Miscellaneous Goods and Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal

and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, and other necessary utility services for the Common Areas (and the Units to the extent not separately metered), and insurance, bonds, and other goods and services common to the Units.

(d) Personal Property. The Association may acquire, hold and dispose of personal property as follows:

(i) Common Property. The Association may acquire and hold tangible and intangible personal property for the use and benefit of all of the Owners and may dispose of such personal property by sale or otherwise. All such personal property, including Common Area Furnishings, shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such fund.

(ii) Unit Property. The Association may also acquire and hold tangible and intangible personal property for the exclusive use and benefit of Owners of Units with respect to which the Association owns the Maintenance Period Units therein. The Association may dispose of such personal property by sale or otherwise. All such personal property, including Time Period Unit Furnishings, shall be paid for out of the Furniture and Maintenance Fund and all proceeds from the disposition thereof shall be part of such fund.

(e) Rules and Regulations. The Association may make reasonable Rules and Regulations governing the use of the Units, the Time Period Units, and the Common Areas, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration. Such Rules and Regulations may include, without limitation: (i) check in and check out times relative to use of Time Period Units, (ii) assignment of particular portions of storage areas within the Common Areas for exclusive use by Owners of particular units, and (iii) limitations regarding use of the pool and pool area. The Association may take judicial action against any Owner to enforce compliance with such Rules and Regulations or other obligations of Owners arising hereunder, or to obtain damages for non-compliance, all to the fullest extent permitted by law.

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

(g) Expenses of the Board of Directors. Members of the Board of Directors shall not receive pay for their services as Directors; provided, however, that bona fide expenses such as expenses for travel, food and lodging, incurred by any Director in attending duly called meetings of the Board of Directors or in performing duties as directed by the Board, shall be paid by the Association from the Common Expense Fund.

(h) Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the Lodge Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the Project or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental authority.

12. Assessments.

(a) Agreement to Pay Assessment. Declarant, for each Condominium owned by it within the Project, and for and as the owner of the Project and every part thereof, hereby covenants and each Owner of any Condominium by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this paragraph.

(b) Regular Assessments. The Regular Assessments against all Condominiums within the project shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas and furnishing utility services and other common items to the Units; which estimates may include, among other things: expenses of management; taxes and special assessments unless and until Condominiums are separately assessed; premiums for all insurance which the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve, surplus, and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such shall constitute the estimated Common Expense, and all funds received from assessments under this Subparagraph 12(b) shall be part of the Common Expense Fund.

(i) Apportionment of Regular Assessments. Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among and assessed to all Owners in proportion to their respective undivided interests

in the Common Areas. Declarant will be liable for the amount of any assessments against any Condominiums owned by it.

(ii) Notice of Payment of Regular Assessments. Regular Assessments shall be made on a June 1 through May 31 fiscal year basis. The Association shall give written notice to each Owner as to the amount of the Regular Assessment with respect to his Condominium on or before June 15 of each respective year. The Regular Assessments shall be due and payable on or before July 15 of each respective year, or on such other reasonable date or dates thereafter as the Association may designate in writing; provided, however, that the first regular assessment shall be for the balance of the fiscal year remaining after the date hereof. Each Regular Assessment shall bear interest at the maximum legal interest rate from the date it becomes due and payable if not paid by such date.

(iii) Inadequate Funds. In the event that the Common Expense Fund proves inadequate during any fiscal year for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Subparagraph 12(c), except that such assessment need not be approved by the Owners.

(c) Special Assessments for Capital Improvements. In addition to the Regular Assessments authorized by this Paragraph, the Association may levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the total votes of all members of the Association, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Subparagraph shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other Paragraphs and Subparagraphs hereof, as appropriate. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been mailed. A Special Assessment shall bear interest at the maximum legal interest rate from the date it becomes due and payable. All funds received from assessments under this Subparagraph 12(c) shall be part of the Common Expense Fund.

(d) Furniture and Maintenance Assessments. The Furniture and Maintenance Assessment against all Condominiums within the Project with respect to which the Association owns the appurtenant Maintenance Period Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses arising out of or connected with the cleaning, maintenance, repair, and replacement of involved Units and Time Period Unit Furnishings therein. Such estimates, the estimated Furniture and Maintenance Expense, shall be comprised of three elements: (1) the estimated cost of providing maid service (on a weekly basis, or on such other basis as may be determined by a majority vote of the Owners of Units entitled under the provisions of this Declaration to receive such services, such determination to be made at a special meeting of such Owners duly called for such purpose in accordance with the provisions of the Bylaws relating to special meetings), (2) fifteen percent (15%) of the estimated market value (present cost of replacement) of all Time Period Unit Furnishings within the Project, and (3) the estimated cost of cleaning, maintaining, painting, and repairing all of the Units in the Project with respect to which the Association owns the appurtenant Maintenance Period Units and all of the Time Period Unit Furnishings therein. The estimated Furniture and Maintenance Expense may also include estimated costs of providing any other services or goods to Condominiums with respect to which the Association owns the appurtenant Maintenance Period Units, and any deficits remaining from previous years. All funds received from assessments under this Subparagraph 12(d) shall be part of the Furniture and Maintenance Fund, and such funds shall be applied or accumulated in a contingency reserve, surplus, and/or sinking fund to be applied exclusively as provided in this Declaration.

(i) Apportionment of Furniture and Maintenance Expenses. Expenses attributable to the Furniture and Maintenance Expense shall be apportioned among and assessed to all Owners of Time Period Units with respect to which the Association owns the appurtenant Maintenance Period Units in the proportion that the total number of such Time Period Units owned by each Owner bears to the total number of Time Period Units with respect to which the Association owns the appurtenant Maintenance Period Units. Declarant shall be liable for all such assessments against completed Condominiums owned by it.

(ii) Notice and Payment of Furniture and Maintenance Expenses. Furniture and Maintenance Assessments shall be made on a June 1 through May 31 fiscal year basis. The Association shall give written notice to each appropriate Owner as to the amount of the Furniture and Maintenance Assessment with respect to his Condominium on or before June 15 of each respective year. The Furniture and Maintenance Assessments shall be due and payable on or before July 15 of each respective year, or on such other reasonable date or dates thereafter as the Association may designate in writing; provided, however, that the first Furniture and Maintenance Assessment shall be for the balance of the fiscal year remaining after the date hereof. Each Furniture and Maintenance Assessment shall bear interest at the maximum legal interest rate from the date it becomes due and payable if not paid by such date.

(iii) Inadequate Funds. In the event that the Furniture and Maintenance Fund proved inadequate during any year for whatever reason, including

nonpayment of any Owner's assessment, the Association may, at any time and from time to time, levy additional assessments, in the proportions set forth in Subparagraph 12(d)(i) and payable over such reasonable periods as the Association may determine. Notice in writing of the amount of such assessment and the time for payment thereof shall be given promptly to each appropriate Owner, and no payment shall be due less than thirty (30) days after such notice shall have been mailed.

(e) Individual Assessments. In addition to other assessments authorized under this Paragraph, the Association may levy against any Owner an Individual Assessment, payable to the Association over such periods as the Association may determine, for the purpose of paying, in whole or in part, the cost of replacing, repairing, cleaning, or otherwise correcting any damage to Units or Common Areas caused by the intentional or negligent act or omission of any such Owner, his family, guests, invitees, or licensees, except for damages arising from normal wear and tear.

(f) No Waiver of Assessments. The failure of the Association, before the expiration of any fiscal year, to fix and/or give notice of the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay assessments or any installment thereof for that or any subsequent year. However, the date on which payment for such assessments shall become due shall be deferred to a date thirty (30) days after notice thereof shall have been mailed, but in no event sooner than June 1 of the fiscal year to which such assessment relates.

(g) Expenditure of Funds. All funds received hereunder from assessments shall be expended by the Association exclusively for the respective purposes designated in this Declaration.

(h) Lien for Assessments. All sums assessed to Owners of any Condominium within the Project pursuant to the provisions of this Paragraph, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Paragraph, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium and a description of the condominium. Such a notice shall be signed and acknowledged by the Association and may be recorded in the office of the County Recorder for Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, and the costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Condominium.

(i) Personal Obligation of Owner. The amount of any Regular Assessment, Special Assessment, Furniture and Maintenance Assessment, or Individual Assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Condominium or by waiving any services or amenities provided for in this Declaration.

(j) Statement of Account. Upon payment of a reasonable fee not to exceed \$10.00 and upon written request of any Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium, the amount of the current Regular Assessment and Furniture and Maintenance Assessment, and the date such assessments become or became due; credit for advanced payments or prepaid insurance premiums; and such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

(k) Amendment of Paragraph. This Paragraph 12 shall not be amended unless the Owners, as reflected on the records of the County Recorder for Salt Lake County, State of Utah, of all Condominiums in the Project unanimously consent and agree to such amendment by instruments duly recorded.

13. Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies licensed to do business in the State of Utah:

(a) Fire and Casualty Insurance. The Association shall obtain a policy or policies of insurance on the Project in such amounts as shall provide for replacement of the Units, Time Period Unit Furnishings, Common Areas, and Common Area Furnishings in the event of damage or destruction from the casualty against which such insurance is obtained, which insurance shall be in accordance with coverage customarily maintained by other condominium projects similar in construction, design, and use. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance. The Association shall

obtain a broad form of comprehensive liability insurance coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance, and other use of the Project.

(c) Workmen's Compensation Insurance. The Association shall obtain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms how or hereafter required by laws.

(d) Fidelity Insurance or Bond. The Association shall obtain fidelity insurance or a bond to cover against dishonesty of members of the Board of Directors, the manager, or employees of the Association, destruction or disappearance of money or securities, and forgery. The insurance or bond for the first year shall be in an amount at least equal to seventy-five percent (75%) of the estimated Common Expense and the estimated Furniture and Maintenance Expense for that year as determined in accordance with Paragraph 12 hereof; and for each year thereafter, said insurance or bond shall be in an amount equal to seventy-five percent (75%) of the total sum collected through the Common Expense Fund and the Furniture and Maintenance Fund during the preceding year.

(e) Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

14. Form of Insurance.

(a) Casualty Insurance. Casualty insurance shall be carried in a form or forms naming the Association the insured, as trustee for the Owners and for Declarant, whether or not Declarant is an Owner, as their interests may appear, and each policy or policies shall provide a standard, noncontributory mortgagee clause in favor of each Mortgagee which from time to time shall give notice to the Association of such Mortgage. Each policy also shall provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner, to Declarant, and to each Mortgagee who has requested such notice in writing. The Association shall upon request furnish to each Owner a certificate of coverage, including an identification of such Owner's interest.

(b) Public Liability and Property Damage Insurance. Public liability and property damage insurance shall name the Association, each Owner, and the Association as the insured, whether or not the Association is an Owner, and shall protect each insured against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Project. Each such policy shall provide that it cannot be canceled either by the insured or the insurance company until after ten (10) days written notice to each and all of the insured.

(c) Adjustment. Exclusive authority to adjust losses under policies hereafter in force on the Project shall be vested in the Association.

(d) Contribution. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

(e) Individual Insurance. Each owner may obtain additional insurance at his own expense over and above coverage provided in policies obtained by the Association; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Project at any particular time.

(f) Notice of Improvements. Each Owner shall be required to notify the Association of all improvements made by the Owner to his Unit the value of which exceeds One Thousand Dollars (\$1,000.00); provided, however, that this Subparagraph shall not be construed as authorizing any such improvement.

(g) Policy. The Association shall be required to make every effort to secure insurance policies that will provide for the following:

(i) That the insurer shall waive subrogation as to any claims against the Association, the Manager, the Owners, and their respective servants, agents, and guests;

(ii) That the policy or policies on the Project cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Owners;

(iii) That the policy or policies on the Project cannot be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association without a prior demand in writing that the Association cure the defect; and

(iv) That any "no other insurance" clause in the policy or policies on the Project exclude individual Owners' policies from consideration.

(h) Review of Insurance. The Association shall review annually the coverage

and policy limits of all insurance on the Project and adjust same at its discretion. Such annual review shall include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

15. Damage or Destruction.

(a) Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment by said grantee of the Association as his attorney in fact as herein provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

(b) General Authority of Association. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Area having substantially the same vertical and horizontal boundaries, Common Area Furnishings, and Time Period Unit Furnishings as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction, unless the Owners upon the affirmative vote of at least seventy-five percent (75%) of the total votes of all Owners agree not to rebuild within one hundred (100) days after such destruction or damage in accordance with the provisions set forth hereinafter.

(c) Estimate of Costs. As soon as practical after an event causing damage to, or destruction or, any part of the Project, the Association shall obtain complete and reliable estimates of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

(d) Repair or Reconstruction. As soon as practicable after receiving these estimates, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection herewith. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Area having the same vertical and horizontal boundaries, Common Area Furnishings, and Time Period Furnishings as before.

(e) Funds for Reconstruction. The proceeds of any insurance collected or insurance maintained by the Association shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Subparagraph 12(c) hereof, except that the vote therein specified shall not be necessary. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

(f) Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and any amounts received from assessments made pursuant to Subparagraph 15(e) hereof shall constitute a fund for the payment of costs of repair and reconstruction and for replacement of Common Area Furnishings and Time Period Unit Furnishings after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction or replacement of Common Area Furnishings and Time Period Unit Furnishings shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to their percentages of ownership of the Common Areas.

(g) Partition and Distribution. In the event that seventy-five percent (75%) of the Owners agree within one hundred days after destruction of or damage to three-fourths of the Lodge Building not to repair or rebuilding, the Association shall file with the County Recorder for Salt Lake County, State of Utah, a notice setting forth such facts. Upon filing of such notice, the following shall occur:

(i) The property, except Time Period Unit Furnishings and funds in the Furniture and Maintenance Fund, shall be deemed to be owned in common by the Owners;

(ii) The undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;

(iii) Any liens affecting any of the Condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property;

(iv) The property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Areas in accordance with Exhibit A hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the

purposes, all liens on the undivided interest in the property owned by such Owner;

(v) The Time Period Unit Furnishings and funds in the Furniture and Maintenance Fund shall be deemed to be owned in common by all Owners of Time Period Units with respect to which the Association owns the appurtenant Maintenance Period Units, and each such Owner shall own an undivided interest therein in the proportion that his appurtenant percent undivided interest in the Common Areas bears to the total of all such Owners' undivided interests in the Common Areas.

(vi) The Time Period Unit Furnishings and funds in the Furniture and Maintenance Fund shall be subject to an action for partition at the suit of any Owner described in Subparagraph 15(g)(v), in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of insurance on the Time Period Unit Furnishings, if any, and funds in the Furniture and Maintenance Fund, if any, shall be considered one fund and shall be divided among all such Owners in the proportion that each such Owner's undivided interest in the Common Areas bears to the total of all such Owners' undivided interests in the Common Areas, after first paying all liens against the Time Period Unit Furnishings.

(h) Sale of Condominium Project. Notwithstanding all other provisions hereof, the Owners may, by an affirmative vote of at least seventy-five percent (75%) of all votes held by all Owners, at a meeting of Owners duly called for such purpose, elect to sell or otherwise dispose of the Project. Such action shall be binding upon all Owners and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect such sale. The proceeds of any such sale, except proceeds derived from sale of the Time Period Unit Furnishings, shall be divided among all Owners in proportion to the undivided interest in the Common Areas owned by each Owner in accordance with Exhibit A hereto. The proceeds of any such sale derived from sale of the Time Period Unit Furnishings shall be divided among all Owners described in Subparagraph 15(g)(v) in the proportion that each such Owner's undivided interest in the Common Areas bears to the total of all such Owners' undivided interests in the Common Areas.

16. Consequences of Condemnation. If at any time or times during the continuance of condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply:

(a) Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(b) Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate and the Condemnation Award shall be divided among all Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Areas in accordance with Exhibit A hereto.

(c) Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable, the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, severance damages, or other proceeds, and shall apportion the amounts so allocated among and pay the same to the Owners as follows:

(i) The total amount allocated to taking of or injury to the Common Areas shall be apportioned among all Owners in proportion to their respective undivided interest in the Common Areas;

(ii) The total amount allocated to severance damages shall be apportioned to those Condominiums which were not taken or condemned;

(iii) The respective amounts allocated to the taking of or injury to a particular Unit shall be apportioned to the particular Unit involved; and

(iv) The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable.

(v) Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and to their respective mortgagees, as applicable.

(d) Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio in accordance with the Condominium Act.

(e) Reconstruction and Repair. Any reconstruction and repair necessitated by

condemnation shall be governed by the procedures specified herein in cases of Damage or Destruction.

17. Compliance with Declaration and Bylaws.

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

(b) Enforcement and Remedies. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Association or Condominiums within the Project shall be enforceable by Declarant or by any Owner of a Condominium within the Project, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the Association or Declarant shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

18. Registration of Mailing Address. Each Owner shall register from time to time with the Association his current mailing address and all notices or demands intended to be served upon any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the name of the Owner at such registered mailing address, or, if no address has been registered, to the unit of such Owner. All notices or demands intended to be served upon the Association may be sent by first class U.S. Mail, postage prepaid, addressed to the Association at its offices at Snowbird, Utah, or to such other address as the Association may hereafter furnish to the Owners in writing. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. Mail in the form provided for in this Paragraph.

19. Interpretation

(a) Intent and Purpose. The provisions of this Declaration and any Supplemental or Amended Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

(b) Construction. The provisions of this Declaration shall be in addition and supplemental to the Condominium Act and to all other provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to described, interpret, define, or

otherwise affect the content, meaning, or intent of this Declaration or any paragraph, subparagraph, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

20. Audit. Any Owner may at any reasonable time, upon appointment, and at his own expense cause an audit or inspection to be made of the books and records maintained by the Association. The Association, at the expense of the Common Expense Fund, shall obtain an audit, by a certified public accounting firm, of all books and records pertaining to the Project at no greater than annual intervals and furnish copies thereof to the Owners.

21. Amendment. Except as otherwise provided herein, this Declaration may be amended by the consent of Owners holding fifty-one percent (51%) of the total votes in the Association present in person or by proxy at any meeting of the Association the notice of which contained in the proposed agenda a notice of the proposed amendment, which amendment shall be evidenced by instruments duly recorded in the office of the County Recorder for Salt Lake County, State of Utah. Any amendment shall affirmatively state that the required vote has been obtained and such vote shall be certified by the Board of Directors which shall sign such amendment.

22. Effective Date. This Amended and Restated Declaration shall take effect upon recording. (Recorded in the office of the County Recorder for Salt Lake County, State of Utah, on the 4th day of September, 1991, as Entry No. 5121828 in Book 6353, at Page 295).

23. Agent for Service. The agent for service of process under the Condominium Act shall be LeRoy Lindeman, President of the Association, whose address is Iron Blossam Lodge, Little Cottonwood Canyon Road, Snowbird, Utah 84092. The agent for service of process shall always be the President of the Association.

24. Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may have leased or rented said interest as provided herein; but the Owner of a Condominium within the Project shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.

25. Certification of Required Consent. The Board of Directors hereby certifies that the consent of the Owners to this Amended and Restated Declaration required by Section 21 of the Original Declaration has been obtained.

WHEREFORE, the undersigned Board of Directors have hereunto affixed their signatures the day and year above written.

PATRICIA FORDHAM
LEONARD GANG
KERMA JONES
LEROY LINDEMAN
BILL LEMMONS
KENT MOMMSEN

**EXHIBIT A
IRON BLOSSOM LODGE CONDOMINIUMS
KEY AND EXPLANATION**

1. **Unit Number.** As used in this Exhibit, the Unit No. shall be a two part symbol (e.g. C-000), with the following meanings:

(a) The letter designation preceding the numerical designation shall indicate the type of Unit, "C" indicating Commercial Unit and "R" indicating Residential Unit.

(b) The numerical designation following the letter designation shall indicate the number of the Unit as identified and shown on the Map.

2. **Time Period Unit Number.** As used in this Exhibit, the Time Period Unit No. shall be a three part symbol (e.g. T-000-0), with the following meanings:

(a) The letter designation preceding numerical designations shall indicate the type of Time Period Unit, "T" indicating a Time Period Unit and "M" indicating a Maintenance Period Unit.

(b) The first numerical designation following the letter designation shall indicate the number of the Unit appurtenant to the Time Period Unit as identified and shown on the Map.

(c) The second numerical designation shall indicate the "Time Period Number" of the respective Time Period Unit, as hereinafter defined and set forth.

3. **Time Period Number.** As used in this Exhibit, Time Period Number shall refer to the number of the annually recurring time period during which the Owner of a subject Time Period Unit will be entitled to exclusive use and occupancy of the appurtenant Unit, as set forth in the following schedule:

ANNUALLY RECURRING TIME PERIOD

Time Period No.	Commencing*	Ending*
-1	1st Saturday each year to 2nd Saturday same year	
-2	2nd Saturday each year to 3rd Saturday same year	
-3	3rd Saturday each year to 4th Saturday same year	
-4	4th Saturday each year to 5th Saturday same year	
-5	5th Saturday each year to 6th Saturday same year	
-6	6th Saturday each year to 7th Saturday same year	
-7	7th Saturday each year to 8th Saturday same year	
-8	8th Saturday each year to 9th Saturday same year	
-9	9th Saturday each year to 10th Saturday same year	
-10	10th Saturday each year to 11th Saturday same year	
-11	11th Saturday each year to 12th Saturday same year	
-12	12th Saturday each year to 13th Saturday same year	
-13	13th Saturday each year to 14th Saturday same year	
-14	14th Saturday each year to 15th Saturday same year	
-15	15th Saturday each year to 16th Saturday same year	
-16	16th Saturday each year to 17th Saturday same year	
-17	17th Saturday each year to 18th Saturday same year	
-18	45th Saturday each year to 46th Saturday same year	
-19	19th Saturday each year to 20th Saturday same year	
-20	20th Saturday each year to 21st Saturday same year	
-21	21st Saturday each year to 22nd Saturday same year	
-22	22nd Saturday each year to 23rd Saturday same year	
-23	23rd Saturday each year to 24th Saturday same year	
-24	24th Saturday each year to 25th Saturday same year	
-25	25th Saturday each year to 26th Saturday same year	
-26	26th Saturday each year to 27th Saturday same year	
-27	27th Saturday each year to 28th Saturday same year	
-28	28th Saturday each year to 29th Saturday same year	
-29	29th Saturday each year to 30th Saturday same year	
-30	30th Saturday each year to 31st Saturday same year	
-31	31st Saturday each year to 32nd Saturday same year	
-32	32nd Saturday each year to 33rd Saturday same year	
-33	33rd Saturday each year to 34th Saturday same year	
-34	34th Saturday each year to 35th Saturday same year	
-35	35th Saturday each year to 36th Saturday same year	
-36	36th Saturday each year to 37th Saturday same year	
-37	37th Saturday each year to 38th Saturday same year	
-38	38th Saturday each year to 39th Saturday same year	
-39	39th Saturday each year to 40th Saturday same year	
-40	40th Saturday each year to 41st Saturday same year	
-41	41st Saturday each year to 42nd Saturday same year	
-42	42nd Saturday each year to 43rd Saturday same year	
-43	43rd Saturday each year to 44th Saturday same year	
-44	44th Saturday each year to 45th Saturday same year	
-45	18th Saturday each year to 19th Saturday same year	
-46	46th Saturday each year to 47th Saturday same year	
-47	47th Saturday each year to 48th Saturday same year	
-48	48th Saturday each year to 49th Saturday same year	
-49	49th Saturday each year to 50th Saturday same year	

- 50 50th Saturday each year to 51st Saturday same year
- 51 51st Saturday each year to 52nd Saturday same year
- 52 52nd Saturday each year to 1st Saturday year next following

*All annually recurring time periods commence at 12:00 noon and end at 12:00 noon on the respective Saturdays.

4. **Votes.** As used in this Exhibit, Votes shall mean the number of Votes in the Iron Blossom Owners Association appurtenant to each respective Unit or Time Period Unit and related membership in the Association.

5. **Undivided Interest.** As used in this Exhibit, Undivided Interest shall mean the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas appurtenant to each Unit or Time Period Unit.

EXHIBIT

Unit No.	Time Period Unit No.	Undivided Interest	Votes
C-123	None	1.0195	100
C-216	None	1.0195	100
C-329	None	1.0195	100
C-330	None	1.0195	100
C-331	None	1.0195	100
C-333	None	1.0195	100

Unit No.	Time Period Unit No.	Undivided Interest	Votes
R-314	All	.4400	50
	T-314-1 through T-314-17	.0130 (each)	1 (each)
	M-314-18	.0000	None
	M-314-19	.0000	None
	T-314-20 through T-314-44	.0042 (each)	1 (each)
R-315	All	.4400	50
	T-315-1 through T-315-17	.0130 (each)	1 (each)
	M-315-18	.0000	None
	M-315-19	.0000	None
	T-315-20 through T-315-44	.0042 (each)	1 (each)
R-316	All	.4400	50
	T-316-1 through T-316-17	.0130 (each)	1 (each)
	M-316-18	.0000	None
	M-316-19	.0000	None
	T-316-20 through T-316-44	.0042 (each)	1 (each)
R-317	All	.4400	50
	T-317-1 through T-317-17	.0130 (each)	1 (each)
	M-317-18	.0000	None
	M-317-19	.0000	None
	T-317-20 through T-317-44	.0042 (each)	1 (each)
R-318	All	.5525	50
	T-318-1 through T-318-17	.0162 (each)	1 (each)
	M-318-18	.0000	None
	M-318-19	.0000	None
	T-318-20 through T-318-44	.0055 (each)	1 (each)
R-319	All	.5525	50
	T-319-1 through T-319-17	.0162 (each)	1 (each)
	M-319-18	.0000	None
	M-319-19	.0000	None
	T-319-20 through T-319-44	.0055 (each)	1 (each)

R-621	All T-621-1 through T-621-17 M-621-18 M-621-19 T-621-20 through T-621-44 T-621-45 through T-621-50 T-621-51 through T-621-52	.4498 .0132 (each) .0000 .0000 .0044 (each) .0132 (each) .0181 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-712	All T-712-1 through T-712-17 M-712-18 M-712-19 T-712-20 through T-712-44 T-712-45 through T-712-50 T-712-51 through T-712-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-622	All T-622-1 through T-622-17 M-622-18 M-622-19 T-622-20 through T-622-44 T-622-45 through T-622-50 T-622-51 through T-622-52	.4498 .0132 (each) .0000 .0000 .0044 (each) .0132 (each) .0181 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-714	All T-714-1 through T-714-17 M-714-18 M-714-19 T-714-20 through T-714-44 T-714-45 through T-714-50 T-714-51 through T-714-52	.5848 .0171 (each) .0000 .0000 .0059 (each) .0171 (each) .0220 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-624	All T-624-1 through T-624-17 M-624-18 M-624-19 T-624-20 through T-624-44 T-624-45 through T-624-50 T-624-51 through T-624-52	.4498 .0132 (each) .0000 .0000 .0044 (each) .0132 (each) .0181 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-715	All T-715-1 through T-715-17 M-715-18 M-715-19 T-715-20 through T-715-44 T-715-45 through T-715-50 T-715-51 through T-715-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-625	All T-625-1 through T-625-17 M-625-18 M-625-19 T-625-20 through T-625-44 T-625-45 through T-625-50 T-625-51 through T-625-52	.9846 .0288 (each) .0000 .0000 .0098 (each) .0288 (each) .0386 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-717	All T-717-1 through T-717-17 M-717-18 M-717-19 T-717-20 through T-717-44 T-717-45 through T-717-50 T-717-51 through T-717-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-701	All T-701-1 through T-701-17 M-701-18 M-701-19 T-701-20 through T-701-44 T-701-45 through T-701-50 T-701-51 through T-701-52	.5848 .0171 (each) .0000 .0000 .0059 (each) .0171 (each) .0220 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-719	All T-719-1 through T-719-17 M-719-18 M-719-19 T-719-20 through T-719-44 T-719-45 through T-719-50 T-719-51 through T-719-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-702	All T-702-1 through T-702-17 M-702-18 M-702-19 T-702-20 through T-702-44 T-702-45 through T-702-50 T-702-51 through T-702-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-720	All T-720-1 through T-720-17 M-720-18 M-720-19 T-720-20 through T-720-44 T-720-45 through T-720-50 T-720-51 through T-720-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-703	All T-703-1 through T-703-17 M-703-18 M-703-19 T-703-20 through T-703-44 T-703-45 through T-703-50 T-703-51 through T-703-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-721	All T-721-1 through T-721-17 M-721-18 M-721-19 T-721-20 through T-721-44 T-721-45 through T-721-50 T-721-51 through T-721-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-705	All T-705-1 through T-705-17 M-705-18 M-705-19 T-705-20 through T-705-44 T-705-45 through T-705-50 T-705-51 through T-705-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-722	All T-722-1 through T-722-17 M-722-18 M-722-19 T-722-20 through T-722-44 T-722-45 through T-722-50 T-722-51 through T-722-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-707	All T-707-1 through T-707-17 M-707-18 M-707-19 T-707-20 through T-707-44 T-707-45 through T-707-50 T-707-51 through T-707-52	.5848 .0171 (each) .0000 .0000 .0059 (each) .0171 (each) .0220 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-723	All T-723-1 through T-723-17 M-723-18 M-723-19 T-723-20 through T-723-44 T-723-45 through T-723-50 T-723-51 through T-723-52	.5848 .0171 (each) .0000 .0000 .0059 (each) .0171 (each) .0220 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-708	All T-708-1 through T-708-17 M-708-18 M-708-19 T-708-20 through T-708-44 T-708-45 through T-708-50 T-708-51 through T-708-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-724	All T-724-1 through T-724-17 M-724-18 M-724-19 T-724-20 through T-724-44 T-724-45 through T-724-50 T-724-51 through T-724-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-710	All T-710-1 through T-710-17 M-710-18 M-710-19 T-710-20 through T-710-44 T-710-45 through T-710-50 T-710-51 through T-710-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-726	All T-726-1 through T-726-17 M-726-18 M-726-19 T-726-20 through T-726-44 T-726-45 through T-726-50 T-726-51 through T-726-52	.2898 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0137 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)

R-727	All T-727-1 through T-727-17 M-727-18 M-727-19 T-727-20 through T-727-44 T-727-45 through T-727-50 T-727-51 through T-727-52	.2898 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0137 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-812	All T-812-1 through T-812-17 M-812-18 M-812-19 T-812-20 through T-812-44 T-812-45 through T-812-50 T-812-51 through T-812-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-728	All T-728-1 through T-728-17 M-728-18 M-728-19 T-728-20 through T-728-44 T-728-45 through T-728-50 T-728-51 through T-728-52	.2898 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0137 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-813	All T-813-1 through T-813-17 M-813-18 M-813-19 T-813-20 through T-813-44 T-813-45 through T-813-50 T-813-51 through T-813-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-729	All T-729-1 through T-729-17 M-729-18 M-729-19 T-729-20 through T-729-44 T-729-45 through T-729-50 T-729-51 through T-729-52	.2800 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0088 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-814	All T-814-1 through T-814-17 M-814-18 M-814-19 T-814-20 through T-814-44 T-814-45 through T-814-50 T-814-51 through T-814-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-804	All T-804-1 through T-804-17 M-804-18 M-804-19 T-804-20 through T-804-44 T-804-45 through T-804-50 T-804-51 through T-804-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-815	All T-815-1 through T-815-17 M-815-18 M-815-19 T-815-20 through T-815-44 T-815-45 through T-815-50 T-815-51 through T-815-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-805	All T-805-1 through T-805-17 M-805-18 M-805-19 T-805-20 through T-805-44 T-805-45 through T-805-50 T-805-51 through T-805-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-816	All T-816-1 through T-816-17 M-816-18 M-816-19 T-816-20 through T-816-44 T-816-45 through T-816-50 T-816-51 through T-816-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-806	All T-806-1 through T-806-17 M-806-18 M-806-19 T-806-20 through T-806-44 T-806-45 through T-806-50 T-806-51 through T-806-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-817	All T-817-1 through T-817-17 M-817-18 M-817-19 T-817-20 through T-817-44 T-817-45 through T-817-50 T-817-51 through T-817-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-807	All T-807-1 through T-807-17 M-807-18 M-807-19 T-807-20 through T-807-44 T-807-45 through T-807-50 T-807-51 through T-807-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-818	All T-818-1 through T-818-17 M-818-18 M-818-19 T-818-20 through T-818-44 T-818-45 through T-818-50 T-818-51 through T-818-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-808	All T-808-1 through T-808-17 M-808-18 M-808-19 T-808-20 through T-808-44 T-808-45 through T-808-50 T-808-51 through T-808-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-820	All T-820-1 through T-820-17 M-820-18 M-820-19 T-820-20 through T-820-44 T-820-45 through T-820-50 T-820-51 through T-820-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-809	All T-809-1 through T-809-17 M-809-18 M-809-19 T-809-20 through T-809-44 T-809-45 through T-809-50 T-809-51 through T-809-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-822	All T-822-1 through T-822-17 M-822-18 M-822-19 T-822-20 through T-822-44 T-822-45 through T-822-50 T-822-51 through T-822-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-810	All T-810-1 through T-810-17 M-810-18 M-810-19 T-810-20 through T-810-44 T-810-45 through T-810-50 T-810-51 through T-810-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-823	All T-823-1 through T-823-17 M-823-18 M-823-19 T-823-20 through T-823-44 T-823-45 through T-823-50 T-823-51 through T-823-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-811	All T-811-1 through T-811-17 M-811-18 M-811-19 T-811-20 through T-811-44 T-811-45 through T-811-50 T-811-51 through T-811-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-826	All T-826-1 through T-826-17 M-826-18 M-826-19 T-826-20 through T-826-44 T-826-45 through T-826-50 T-826-51 through T-826-52	.2898 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0137 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)

R-827	All T-827-1 through T-827-17 M-827-18 M-827-19 T-827-20 through T-827-44 T-827-45 through T-827-50 T-827-51 through T-827-52	.2898 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0137 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-919	All T-919-1 through T-919-17 M-919-18 M-919-19 T-919-20 through T-919-44 T-919-45 through T-919-50 T-919-51 through T-919-52	1.0796 .0317 (each) .0000 .0000 .0107 (each) .0317 (each) .0415 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-828	All T-828-1 through T-828-17 M-828-18 M-828-19 T-828-20 through T-828-44 T-828-45 through T-828-50 T-828-51 through T-828-52	.2898 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0137 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-920	All T-920-1 through T-920-17 M-920-18 M-920-19 T-920-20 through T-920-44 T-920-45 through T-920-50 T-920-51 through T-920-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-829	All T-829-1 through T-829-17 M-829-18 M-829-19 T-829-20 through T-829-44 T-829-45 through T-829-50 T-829-51 through T-829-52	.2800 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0088 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-921	All T-921-1 through T-921-17 M-921-18 M-921-19 T-921-20 through T-921-44 T-921-45 through T-921-50 T-921-51 through T-921-52	.6248 .0183 (each) .0000 .0000 .0063 (each) .0183 (each) .0232 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-905	All T-905-1 through T-905-17 M-905-18 M-905-19 T-905-20 through T-905-44 T-905-45 through T-905-50 T-905-51 through T-905-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-922	All T-922-1 through T-922-17 M-922-18 M-922-19 T-922-20 through T-922-44 T-922-45 through T-922-50 T-922-51 through T-922-52	.4548 .0134 (each) .0000 .0000 .0044 (each) .0134 (each) .0183 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-907	All T-907-1 through T-907-17 M-907-18 M-907-19 T-907-20 through T-907-44 T-907-45 through T-907-50 T-907-51 through T-907-52	.5848 .0171 (each) .0000 .0000 .0059 (each) .0171 (each) .0220 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-926	All T-926-1 through T-926-17 M-926-18 M-926-19 T-926-20 through T-926-44 T-926-45 through T-926-50 T-926-51 through T-926-52	.2898 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0137 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-908	All T-908-1 through T-908-17 M-908-18 M-908-19 T-908-20 through T-908-44 T-908-45 through T-908-50 T-908-51 through T-908-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-927	All T-927-1 through T-927-17 M-927-18 M-927-19 T-927-20 through T-927-44 T-927-45 through T-927-50 T-927-51 through T-927-52	.2898 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0137 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-910	All T-910-1 through T-910-17 M-910-18 M-910-19 T-910-20 through T-910-44 T-910-45 through T-910-50 T-910-51 through T-910-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-928	All T-928-1 through T-928-17 M-928-18 M-928-19 T-928-20 through T-928-44 T-928-45 through T-928-50 T-928-51 through T-928-52	.2898 .0088 (each) .0000 .0000 .0024 (each) .0088 (each) .0137 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-912	All T-912-1 through T-912-17 M-912-18 M-912-19 T-912-20 through T-912-44 T-912-45 through T-912-50 T-912-51 through T-912-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1009	All T-1009-1 through T-1009-17 M-1009-18 M-1009-19 T-1009-20 through T-1009-44 T-1009-45 through T-1009-50 T-1009-51 through T-1009-52	1.1546 .0337 (each) .0000 .0000 .0117 (each) .0337 (each) .0435 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-914	All T-914-1 through T-914-17 M-914-18 M-914-19 T-914-20 through T-914-44 T-914-45 through T-914-50 T-914-51 through T-914-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1010	All T-1010-1 through T-1010-17 M-1010-18 M-1010-19 T-1010-20 through T-1010-44 T-1010-45 through T-1010-50 T-1010-51 through T-1010-52	.5348 .0156 (each) .0000 .0000 .0054 (each) .0156 (each) .0205 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-915	All T-915-1 through T-915-17 M-915-18 M-915-19 T-915-20 through T-915-44 T-915-45 through T-915-50 T-915-51 through T-915-52	.5848 .0171 (each) .0000 .0000 .0059 (each) .0171 (each) .0220 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1011	All T-1011-1 through T-1011-17 M-1011-18 M-1011-19 T-1011-20 through T-1011-44 T-1011-45 through T-1011-50 T-1011-51 through T-1011-52	1.1546 .0337 (each) .0000 .0000 .0117 (each) .0337 (each) .0435 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-917	All T-917-1 through T-917-17 M-917-18 M-917-19 T-917-20 through T-917-44 T-917-45 through T-917-50 T-917-51 through T-917-52	.4973 .0146 (each) .0000 .0000 .0049 (each) .0146 (each) .0195 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1012	All T-1012-1 through T-1012-17 M-1012-18 M-1012-19 T-1012-20 through T-1012-44 T-1012-45 through T-1012-50 T-1012-51 through T-1012-52	.4923 .0144 (each) .0000 .0000 .0049 (each) .0144 (each) .0193 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)

R-1013	All T-1013-1 through T-1013-17 M-1013-18 M-1013-19 T-1013-20 through T-1013-44 T-1013-45 through T-1013-50 T-1013-51 through T-1013-52	1.1546 .0337 (each) .0000 .0000 .0117 (each) .0337 (each) .0435 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1110	All T-1110-1 through T-1110-17 M-1110-18 M-1110-19 T-1110-20 through T-1110-44 T-1110-45 through T-1110-50 T-1110-51 through T-1110-52	.5348 .0156 (each) .0000 .0000 .0054 (each) .0156 (each) .0205 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1014	All T-1014-1 through T-1014-17 M-1014-18 M-1014-19 T-1014-20 through T-1014-44 T-1014-45 through T-1014-50 T-1014-51 through T-1014-52	.4923 .0144 (each) .0000 .0000 .0049 (each) .0144 (each) .0193 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1112	All T-1112-1 through T-1112-17 M-1112-18 M-1112-19 T-1112-20 through T-1112-44 T-1112-45 through T-1112-50 T-1112-51 through T-1112-52	.5348 .0156 (each) .0000 .0000 .0054 (each) .0156 (each) .0205 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1015	All T-1015-1 through T-1015-17 M-1015-18 M-1015-19 T-1015-20 through T-1015-44 T-1015-45 through T-1015-50 T-1015-51 through T-1015-52	.4923 .0144 (each) .0000 .0000 .0049 (each) .0144 (each) .0193 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1114	All T-1114-1 through T-1114-17 M-1114-18 M-1114-19 T-1114-20 through T-1114-44 T-1114-45 through T-1114-50 T-1114-51 through T-1114-52	.5348 .0156 (each) .0000 .0000 .0054 (each) .0156 (each) .0205 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1016	All T-1016-1 through T-1016-17 M-1016-18 M-1016-19 T-1016-20 through T-1016-44 T-1016-45 through T-1016-50 T-1016-51 through T-1016-52	1.1546 .0337 (each) .0000 .0000 .0117 (each) .0337 (each) .0435 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1115	All T-1115-1 through T-1115-17 M-1115-18 M-1115-19 T-1115-20 through T-1115-44 T-1115-45 through T-1115-50 T-1115-51 through T-1115-52	.6196 .0181 (each) .0000 .0000 .0063 (each) .0181 (each) .0229 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1017	All T-1017-1 through T-1017-17 M-1017-18 M-1017-19 T-1017-20 through T-1017-44 T-1017-45 through T-1017-50 T-1017-51 through T-1017-52	.4923 .0144 (each) .0000 .0000 .0049 (each) .0144 (each) .0193 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1117	All T-1117-1 through T-1117-17 M-1117-18 M-1117-19 T-1117-20 through T-1117-44 T-1117-45 through T-1117-50 T-1117-51 through T-1117-52	.5348 .0156 (each) .0000 .0000 .0054 (each) .0156 (each) .0205 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1018	All T-1018-1 through T-1018-17 M-1018-18 M-1018-19 T-1018-20 through T-1018-44 T-1018-45 through T-1018-50 T-1018-51 through T-1018-52	1.1546 .0337 (each) .0000 .0000 .0117 (each) .0337 (each) .0435 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1119	All T-1119-1 through T-1119-17 M-1119-18 M-1119-19 T-1119-20 through T-1119-44 T-1119-45 through T-1119-50 T-1119-51 through T-1119-52	.6623 .0193 (each) .0000 .0000 .0068 (each) .0193 (each) .0242 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1020	All T-1020-1 through T-1020-17 M-1020-18 M-1020-19 T-1020-20 through T-1020-44 T-1020-45 through T-1020-50 T-1020-51 through T-1020-52	.5248 .0156 (each) .0000 .0000 .0054 (each) .0156 (each) .0205 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1120	All T-1120-1 through T-1120-17 M-1120-18 M-1120-19 T-1120-20 through T-1120-44 T-1120-45 through T-1120-50 T-1120-51 through T-1120-52	.4923 .0144 (each) .0000 .0000 .0049 (each) .0144 (each) .0193 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1021	All T-1021-1 through T-1021-17 M-1021-18 M-1021-19 T-1021-20 through T-1021-44 T-1021-45 through T-1021-50 T-1021-51 through T-1021-52	1.1546 .0337 (each) .0000 .0000 .0117 (each) .0337 (each) .0435 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1126	All T-1126-1 through T-1126-17 M-1126-18 M-1126-19 T-1126-20 through T-1126-44 T-1126-45 through T-1126-50 T-1126-51 through T-1126-52	.3271 .0098 (each) .0000 .0000 .0029 (each) .0098 (each) .0146 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1026	All T-1026-1 through T-1026-17 M-1026-18 M-1026-19 T-1026-20 through T-1026-44 T-1026-45 through T-1026-50 T-1026-51 through T-1026-52	.3271 .0098 (each) .0000 .0000 .0029 (each) .0098 (each) .0146 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1127	All T-1127-1 through T-1127-17 M-1127-18 M-1127-19 T-1127-20 through T-1127-44 T-1127-45 through T-1127-50 T-1127-51 through T-1127-52	.3271 .0098 (each) .0000 .0000 .0029 (each) .0098 (each) .0146 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1027	All T-1027-1 through T-1027-17 M-1027-18 M-1027-19 T-1027-20 through T-1027-44 T-1027-45 through T-1027-50 T-1027-51 through T-1027-52	.3271 .0098 (each) .0000 .0000 .0029 (each) .0098 (each) .0146 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)	R-1128	All T-1128-1 through T-1128-17 M-1128-18 M-1128-19 T-1128-20 through T-1128-44 T-1128-45 through T-1128-50 T-1128-51 through T-1128-52	.3271 .0098 (each) .0000 .0000 .0029 (each) .0098 (each) .0146 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)
R-1028	All T-1028-1 through T-1028-17 M-1028-18 M-1028-19 T-1028-20 through T-1028-44 T-1028-45 through T-1028-50 T-1028-51 through T-1028-52	.3271 .0098 (each) .0000 .0000 .0029 (each) .0098 (each) .0146 (each)	50 1 (each) None None 1 (each) 1 (each) 1 (each)				

AMENDED AND RESTATED BYLAWS
OF
IRON BLOSUM OWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

Section 1. **Name.** The name of the corporation is Iron Blossom Owners Association, hereinafter the "Association".

Section 2. **Location.** The principal office of the Association shall be in the Iron Blossom Lodge condominium project, hereinafter the "Project," located in Salt Lake County, State of Utah, according to the Amended and Restated Declaration of Condominium for Iron Blossom Lodge recorded September 4, 1991, Entry No. 5121828, Book 6353, Page 295, et seq., in the office of the Salt Lake County Recorder, situated upon the real property described in Exhibit "A" hereto.

ARTICLE II

DEFINITIONS

Section 1. **"Common Areas"** shall mean and refer to all physical portions of the Project, including facilities and equipment, and the land on which the facilities are located, except all Units.

Section 2. **"Condominium"** shall mean and refer to a Time Period Unit or a Unit, together with the undivided interest in the Common Areas appurtenant to such Time Period Unit or Unit as set forth in the Declaration.

Section 3. **"Declarant" or "Association"** shall mean and refer to Iron Blossom Owners Association, a Utah non-profit corporation.

Section 4. **"Declaration"** shall mean and refer to that certain instrument entitled "Amended and Restated Declaration of Condominium of Iron Blossom Lodge," applicable to the Project and recorded in the office of the County Recorder for Salt Lake County, State of Utah.

Section 5. **"Member"** shall mean and refer to those persons entitled to membership in the Association in accordance with the Declaration and the Articles of Incorporation of the Association.

Section 6. **"Owner"** shall mean and refer to any person or entity, including Declarant at any time owning a Condominium within the Project. The term "Owner" shall not refer to any mortgagee or lien holder, unless such person has acquired title for other than security purposes.

Section 7. **"Time Period Unit"** shall mean and refer to each of fifty-two annually recurring time periods with relation to each Unit as established and designated in the Declaration, during which the owner thereof shall have exclusive use and occupancy of a particular designated Unit with the Project.

Section 8. **"Unit"** shall mean and refer to an individual air space unit, consisting of enclosed rooms occupying part of the lodge building within the Project and bounded by the interior surfaces of walls, floors, ceilings, windows, doors, and built-in fireplaces, if any, along the perimeter boundaries air space, as said boundaries are shown on the Record of Survey Map, together with all fixtures and improvements contained therein.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. **Annual Meetings.** An annual meeting of the Members shall be held at the Association's principal place of business or at some other suitable location in Salt Lake County, Utah, on the third Saturday of September at 10:00 a.m.; provided, however, that the Board of Directors by resolution may from time to time fix the date and place of the annual meeting as the Board may deem appropriate.

Section 2. **Special Meetings.** Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or upon written request of Members holding not less than thirty percent (30%) of the total votes of the Association.

Section 3. **Registered Address.** Each Member shall register with the Association his current mailing address for purpose of notices hereunder. Such registered address may be changed from time to time by notice in writing to the Association.

Section 4. **Notice of Meetings.** Written notice and a proposed agenda of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice and proposed agenda, postage prepaid, at least twenty-one (21) days before such meeting to each Member entitled to vote thereat, addressed to such Member at his registered address or to the Unit of such Member if no address has been registered. Such notice shall specify the place, day, and hour of the meeting and in the case of special meetings, the purpose of the meeting.

Section 5. **Quorum.** At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast fifteen percent (15%) of the total votes of the Association shall constitute a quorum. In the event that a quorum is not present at a meeting, those Members present, though less than a quorum, may adjourn the meeting to a later date. At that reconvened meeting, whatever Members or proxy holders are present shall constitute a quorum.

Section 6. **Proxies.** At all meetings of the Members, each Member may vote in person or by proxy. Every proxy shall be revocable and shall cease automatically upon conveyance by the Member of his Condominium. All proxies shall be in writing and, in the case of proxies for the annual meeting, shall be delivered to a credentials committee, consisting of the President, Vice President, and Secretary of the Association, at least ten (10) days prior to said annual meeting. Proxies for special meetings shall be delivered to said credentials committee at least five (5) days prior to the holding of such special meetings. The Secretary shall enter a record of such proxies in the minutes of the meeting.

Section 7. **Votes.** At any meeting of the Members, each Member, including Declarant, shall be entitled to cast with respect to each matter voted upon the number of votes appurtenant to his Condominium as shown on Exhibit A to the Declaration. Where there is more than one record Owner of a single Condominium, any or all of such persons may attend any meeting of the Members, but it shall be necessary for those present to act unanimously in order to cast the votes appurtenant to the Condominium so owned. Any designation of a proxy to act for such persons must be signed by all such persons. When a quorum is present at any meeting of the Members, the vote of Members holding the right to cast a majority of the votes entitled to be cast on said matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes of the State of Utah or of the Declaration or of the Articles of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern the decision of such question.

Section 8. **Record Members.** At annual meetings of the Members, only such persons shall be entitled to vote in person or by proxy as appear as Owners in the records of the County Recorder for Salt Lake County, State of Utah, on the thirtieth (30th) day before such annual meeting. The Board of Directors may, by resolution, fix a date in advance of a special meeting of the Members upon which date a Member must appear as an owner in the records of the County Recorder for Salt Lake County, State of Utah, in order to be entitled to vote at such special meetings; provided, however, that said date shall in no event be fixed at fewer than ten (10) nor more than thirty (30) days prior to the date for such special meeting.

Section 9. **Waiver of Irregularities.** All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, validity or credentials, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. **Number.** The affairs of this Association shall be managed by a Board of seven (7) Directors; provided, however, that such Board of Directors may enter into such management agreement or agreements with third persons as it may deem advisable.

Section 2. **Term.** At each annual meeting of the Association, the Members shall elect for three year terms the appropriate number of Directors to fill all vacancies created by expiring terms of Directors. Commencing with persons elected in 1991, no Director shall serve more than nine (9) consecutive years. The terms of Directors shall be staggered so that no more than three (3) Directors' terms shall expire in any given year. The Board may adjust terms of service of Directors to be elected in 1991 in order to maintain staggered terms.

Section 3. **Membership Necessary.** All Directors shall be Members of the Association. The Board of Directors may set reasonable qualifications for serving on the Board, to include but not be limited to the requirement that no person may stand for election or serve on the Board who is not current in all Association obligations, such as assessments under the Declaration.

Section 4. **Removal and Resignation.** Any Director may resign at any time by giving written notice to the Board of Directors, and any Director who without cause misses more than two consecutive meetings of the Board shall be deemed to have tendered his resignation and upon acceptance by the Board, such position shall be declared vacant. Any Director may be removed, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of any Director his successor may be selected by the remaining Members of the Board and if so selected, such successor shall serve the unexpired term of his predecessor. If the Board fails to select a successor, a vacancy on the Board shall be filled by election at the next annual meeting and the successor then elected shall serve the remaining term of the Director he replaced.

Section 5. **Compensation.** No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his annual expenses incurred in the performance of his duties as a Director and may receive payment for services rendered for the Association other than in his capacity as a Director.

Section 6. **Action Without Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a duly called meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** Nomination for election by the Members to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made solely from among Members.

Section 2. **Election.** Election to the Board of Directors shall be by secret written ballots. At such election the Members and proxy holders may cast, in respect to each vacancy to be filled, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly with not less than five (5) days prior notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two (2) Directors. Not less than two (2) days notice of each special meeting shall be given to each Director.

Section 3. **Quorum.** A majority of the Directors then in office shall constitute a quorum. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have the power to:

(a) Adopt, publish, and enforce Rules and Regulations governing the use of the Common Areas, the Units, the Time Period Units, the Project, and facilities therein, and the personal conduct of the Members and their guests thereon;

(b) Exercise for the Association all powers and authorities vested in or delegated to this Association, and not reserved to the Members, by provisions of these Bylaws, by the statutes of the State of Utah, by the Declaration, or by the Articles of Incorporation; and

(c) Employ a manager, an independent contractor, and/or such other employees as it deems necessary, and to prescribe their duties.

Section 2. **Duties.** The Board of Directors shall have a duty to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of the Members, or at a special meeting of the Members when so requested in writing by Members holding thirty percent (30%) of the total votes;

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed; and

(c) Perform for the Association all duties and responsibilities imposed upon this Association by these Bylaws, by the statutes of the State of Utah, by the Declaration, or by the Articles of Incorporation.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers.** The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. **Term.** The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one year, unless he shall sooner resign, or shall be removed or shall otherwise be disqualified to serve.

Section 4. **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. **Multiple Offices.** No person shall simultaneously hold more than one of any of the offices except in case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties.** The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board of Directors and at all meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all acts and things which the Board of Directors may require of him.

(b) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of the Association, and such books and records as these Bylaws or any resolution of the Board of Directors may require him to keep. He shall be the custodian of the seal of the Association and shall affix the seal to all papers and instruments requiring it. He shall perform such other services as the Board of Directors may require of him.

(d) **Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors and shall, when requested by the President so to do, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Directors. He shall perform such other services as the Board of Directors may require of him.

Section 9. **Compensation.** No officer shall receive compensation for any service he

may render to the Association as an officer. However, any officer may be reimbursed for his expenses incurred in the performance of his duties as an officer and may receive payment for services rendered for the Association other than in his capacity as an officer.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint a Credentials Committee and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may by resolution appoint such other committees as deemed appropriate in carrying out its duties, responsibilities, and powers.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association various assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twenty-one percent (21%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment and shall be secured by said lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Condominium.

ARTICLE XI

CORPORATE SEAL

The seal of the Association shall be impressed as follows:
(The seal is recorded in the original document).

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of June and end on the 31st day of May every year. Provided, the Board of Directors may designate the fiscal year of the Association by resolution.

ARTICLE XIII

AMENDMENTS

These Bylaws may be altered, amended or repealed only by the affirmative vote of a majority of the Members present in person or by proxy at any regular meeting of the Members at which a quorum is present. These Bylaws may also be altered, amended or repealed by the same vote at any special meeting of the Members if notice of the proposed alteration, amendment, or repeal be contained in the notice of such special meeting.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. **No Personal Liability.** Members of the Board of Directors, the officers and any assistant officers of the Association (i) shall not be liable to the Members as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Member or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

Section 2. **Indemnification.** The Members shall indemnify and hold harmless the individual members of the Board of Directors, or any officer or assistant officer of the Association, their heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Members, or any other persons or entities, to which they shall be or shall be threatened to be made a party by reason of any action or omission to act during the term of such office or responsibility or by reason of the fact that they are or were a member of the Board of Directors or an officer or assistant officer of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, the Board of Directors shall have approved the settlement, which approval is not to be unreasonably withheld.

Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement, vote of Members or the Board of Directors or otherwise. The indemnification by the Members as contained herein shall be paid by the Board of Directors on behalf of the Members and shall constitute a Common Expense and shall be assessed and collected as such.

IN WITNESS WHEREOF, the undersigned being all of the Directors of the Iron Blossam Owners Association, have hereunto set their hands as of this 12th day of October, 1991.

PATRICIA FORDHAM
LEONARD GANG
KERMA JONES
BILL LEMMONS
LEROY LINDEMAN
LAWRENCE MCGILL
KENT MOMMSEN

Recorded in the office of the County Recorder for Salt Lake County, State of Utah, on the 9th day of December, 1991, as Entry No. 5166096 in Book 6385, at Page 1158.

EXHIBIT "A"
to
AMENDED AND RESTATED BYLAWS
OF
IRON BLOSSAM OWNERS ASSOCIATION

Parcel 1:

Beginning at a point on the Southerly line of Anna, Mineral Survey No. 5913, as the same is located on the ground, said point being South 80°25'37" West (deed = South 80°30' West) along said Southerly line 911.48 feet from corner No. 2 of said mineral survey, said point of beginning also and running thence South 80°25'37" West along said Southerly line 12.35 feet; thence North 60°13'19" West 35.30 feet; thence South 74°46'41" West 142.20 feet; thence North 60°13'19" West 47.80 feet; Thence North 15°13'19" West 56.60 feet; thence North 74°46'41" East 115.10 feet; thence North 15°13'19" West 32.00 feet, thence North 71°55'37" East 20.20 feet; thence South 15°13'19" East 33 feet; thence North 74°46'41" East 26.70 feet; thence South 60°13'19" East 6.30 feet; thence North 74°46'41" East 235.70 feet; thence South 15°13'19" East 59.50 feet; thence South 60°13'19" East 36.60 feet; thence South 29°46'41" West 37.00 feet; thence North 60°13'19" West 36.10 feet; thence South 74°46'41" West 165.00 feet; thence South 19°27'00" East 26.18 feet to the point of beginning.

Parcel 2:

Together with an easement which is described as follows:

Beginning at a point on the Southerly line of Anna, Mineral Survey No. 5913, as the same as recorded in the office of the Salt Lake County Recorder, said point being South 80°25'37" West (Deed = South 80°30' West) along said Southerly line 923.83 feet from corner No. 2 of said mineral survey, and running thence North 60°13'19" West 35.50 feet; thence South 74°46'41" West 142.20 feet; thence South 60°13'19" East 13.20 feet to said Southerly line; thence North 80°25'37" East along said Southerly line 158.60 feet to the point of beginning.

Parcel 3:

Together with an easement which is described as follows:

Beginning at a point on the Southerly line of Anna, Mineral Survey No. 5913, as the same is recorded in the office of the Salt Lake County Recorder, said point being South 80°25'37" West (Deed = South 80°30' West) along said Southerly line 751.24 feet from corner No. 2 of said mineral survey, and running thence North 29°33'40" East 32.15 feet; thence North 60°13'19" West 26.94 feet; thence South 74°46'41" West 165.00 feet; thence South 19°27'00" East 26.18 feet to said Southerly line; thence North 80°23'37" East along said Southerly line 160.24 feet to the point of beginning.

Parcel 4:

Together with an easement for ingress-egress and parking which is described as follows:

Beginning at a point on the Southerly line of Anna, Mineral Survey No. 5913, as the same is recorded in the office of the Salt Lake County Recorder, said point being South 80°25'37" West (Deed = South 80°30' West) along said Southerly line 751.24 feet from corner No. 2 of said mineral survey, and running thence South 80°25'37" West along said Southerly line 324.22 feet; thence South 15°26'20" East 4.49 feet; thence North 75°01'59" East 14.41 feet; thence South 22°15'21" East 11.20 feet; thence South 0°50'40" East 27.84 feet; thence South 37°19'53" West 28.95 feet; thence South 70°31'11" West 60.98 feet; thence South 85°36'42" West 40.35 feet; thence North 80°24'18" West 134.66 feet; thence South 11°33'50" West 21.85 feet; thence South 81°36'58" East 125.71 feet; thence North 89°06'30" East 124.12 feet; thence North 79°26'26" East 21.36 feet; thence South 10°36'48" East 68.28 feet; thence North 79°23'12" East 6.50 feet; thence North 10°36'48" West 68.28 feet; thence North 79°26'26" East 53.83 feet; thence South 27°08'36" East 63.88 feet; thence South 77°26'01" East 112.62 feet; thence South 86°08'09" East 11.20 feet; thence North 7°22'36" East 141.48 feet; thence North 33°56'21" East 99.10 feet to the point of beginning.

Parcel 5:

Together with an easement for ingress-egress which is described as follows:

Beginning at corner No. 3 of Anna, Mineral Survey No. 5913, as the same is recorded in the office of the Salt Lake County Recorder, and running thence South 82°25'55" West 62.82 feet; thence South 73°28'19" West 105.16 feet; thence South 87°28'27" West 65.92 feet; thence North 74°54'51" West 36.41 feet to the Southerly edge of asphalt of U-210 Highway; thence North 67°40'50" East along said edge of asphalt 111.24 feet; thence South 8°05'28" East 14.52 feet; thence North 78°11'29" East 135.77 feet; thence North 86°54'25" East 21.78 feet to the Westerly line of said mineral survey; thence South 10°05'16" East along said Westerly line 25.61 feet to the point of beginning.

And also beginning at said corner No. 3 of Anna, Mineral Survey No. 5913, and running thence North 88°44'18" East 18.09 feet; thence South 77°50'45" East 61.08 feet; thence East 119.89 feet; thence North 11°33'50" East 21.85 feet; thence North 80°24'18" West 25.37 feet; thence North 84°39'51" West 60.77 feet to the Southerly line of said mineral survey; thence South 80°25'37" West along said Southerly line 118.35 feet to the point of beginning.

Parcel 6:

Together with an easement for ingress-egress which is described as follows:

Beginning at corner No. 3 of Anna, Mineral Survey No. 5913, as the same is recorded in the office of the Salt Lake County Recorder, and running thence North 10°05'16" West along the Westerly line of said mineral survey 25.61 feet; thence North 86°54'25" East 39.30 feet; thence South 84°39'51" East 82.30 to the Southerly line of said mineral survey; thence South 80°25'37" West along said Southerly line 118.35 feet to the point of beginning.

IRON BLOSAM LODGE HOUSE RULES

1. Check In and Out. With respect to Time Period Condominiums, Time Period Owners or occupants shall check in, at, or after 4:00 p.m. on the Saturday commencing their respective Time Period Unit(s). Time Period Owners or occupants shall check out at or before 10:00 a.m. on the Saturday ending their respective Time Period Unit(s). Time Period Owners and occupants shall be entitled to use the Common Areas only during the time period of their respective Time Period Unit(s), except such Common Areas as may be adjacent to and used in connection with Commercial Units. Time Period Owners and occupants may use the Common Areas all day on the Saturday commencing or ending their respective Time Period Unit(s).

2. Common Areas. The halls, sidewalks, stairways, elevators and other similar areas of the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Units. The lobbies, halls, stairways, sidewalks, etc., shall not be used for the storage of any personal property included but not limited to luggage, ski equipment, bicycles, or sports equipment.

3. Disturbances. No owners or occupant shall make or permit disturbing noises to be made in the Project by himself/herself or their family, friends, tenants, servants, or other invitees or individuals over whom they have control, nor do or permit to be done by such persons anything that would interfere with the rights, comforts, or conveniences of other Owners or occupants. In this regard, no Owner or occupant shall play or allow to be played any musical instrument, radio, television, stereo, tape recorder, or the like in the Project between the hours of 1:00 a.m. and 8:00 a.m., if the same shall disturb or annoy any other Owners or occupants of the Project.

4. Names. Owners and occupants shall not put their names on any entry, passageway, lobby, hall, stairway, or elevator in the building, except in the proper places provided therefor or otherwise with the advance consent of the manager.

5. Children. Children shall not be permitted to loiter or play on the elevators, stairways, halls, or lobbies of the building.

6. Balconies. Nothing shall be thrown from or emptied out of the balconies, windows, doors, or down the stairways, or in the Common Areas, nor shall anything be hung from the outside of the windows or placed on the outside window sills. Nothing shall be stored on any balcony, except with the prior written consent of the manager.

7. Pets. No animals, birds, fish, dogs, cats, or other pets shall be kept or allowed to remain in any Unit or upon any part of the Project, unless and until written authorization is obtained from the Association. The Association, in the sole discretion of its board of directors, may revoke any such authorization at any time.

8. Heating or Lighting. No occupant shall interfere in any manner with any portion of either the heating or lighting apparatuses in or around the Project.

9. Laundry. Laundry work shall be done only in the areas provided for such purposes and no laundry or other articles of clothing or materials shall be hung from the balconies or other outdoor areas.

10. Draperies. No draperies, shades, awnings, or window coverings of any type shall be used, except as shall be installed or approved in writing by the Association, and no signs of any kind shall be placed in the windows or on doors or other exterior surfaces of any Units without prior written approval of the manager.

11. Aerials. No radio or television aerial or connection shall be installed by the Owners

or occupants, except as such aerial or connections shall be completely enclosed within their respective Units.

12. Machinery. No Owner or occupant shall install or operate in any Unit any machinery, refrigerating (except a kitchen refrigerator) or heating device, or air conditioning apparatus, or use or permit to be brought into the building any inflammable oils or fluid or other explosive articles being hazardous to life, limb, or property, except with prior written consent of the manager, in each specific instance.

13. Keys. The manager shall retain a pass key to each Unit. No owner shall alter any lock or install a new lock on any door leading into the Unit of such Owner without the prior written consent of the manager. If such consent is given, the Owner shall provide the manager with a key to such lock for the manager's use.

14. Automobiles. The Owners, their employees, servants, agents, visitors, licensees, and the Owner's family will obey all parking regulations posted at the parking areas and any other traffic regulations promulgated and posted for the safety, comfort, and convenience of the Owners and occupants.

15. Roof. No owner, occupant, or other person shall be allowed on the roof of the building for any purpose except in the case of an emergency or with prior written consent of the manager.

16. Pool Area Rules. The swimming pool is for the exclusive use of Residential and Time Period Owners, occupants, and their guests, and shall be so used strictly in accordance with the following rules.

(a) Furniture other than that provided by the Association shall not be used in the pool area, nor shall such furniture be removed from that area.

(b) Swimming shall be permitted only between such hours as are prescribed by the manager.

(c) No persons under the age of 14 years shall be permitted in the pools or pool areas unless accompanied and supervised by a responsible adult.

(d) Owners and occupants shall be responsible for the conduct of their guests.

(e) All persons shall comply with the rules and requests of the manager regarding matters of conduct in and about the pools and pool areas.

17. Occupancy Restrictions. As various conditions exist from time to time, it has been established for the safety, welfare and quiet enjoyment of all persons at Iron Blossam that the usage of the Units shall have a maximum occupancy of no more than four persons per room (suites equal two rooms) and that usage of pools, spa and other facilities is also equally restricted. If from time to time, the usage of a particular unit must be temporarily expanded, it may be done only with the express permission of building management and a fee be assessed, payable in advance for such usage on a per person basis as set by the board of directors. Under no circumstances will this excess be more than six persons per unit.

18. Bicycles, Skateboards, Rollerskates, etc. Bicycles, skateboards, rollerskates, and rollerblades are not permitted inside the confines of Iron Blossam Lodge.

19. Rules and Regulations. The board of directors of Iron Blossam Owners' Association reserves the right to amend these rules and regulations and make such other rules and regulations from time to time as may be necessary for the management, operation, safety, care, or cleanliness of the Project, or for securing the comfort and convenience of all Owners and occupants thereof.