

ENTRY NO. 01095291

07/18/2018 11:55:49 AM B: 2471 P: 1055

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SUMMIT COUNTY, UTAH RECORDER

FEE 187.00 BY QUARRY SPRINGS LLC



QUARRY SPRINGS
CONDOMINIUM
Draft
ASSOCIATION

Declaration of
Condominium

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**DECLARATION OF
CONDOMINIUM
FOR
QUARRY SPRINGS**

This **DECLARATION OF CONDOMINIUM FOR QUARRY SPRINGS** is made and executed this _____ day of July, 2018 by Quarry Springs, LLC, a Utah Limited Liability Company, pursuant to the provisions of the Utah Condominium Act, Title 57, Chapter 8, Utah Code Annotated, as amended (the "Act").

RECITALS:

WHEREAS,

A. Declarant holds both legal and equitable title to certain real property located in Summit County, Utah, described in Exhibit "A" attached hereto and incorporated herein by this reference, upon which Declarant desires to develop a condominium association. The community shall be known as Quarry Springs and is intended to be a condominium association pursuant to the Act (the "Project").

B. The Project is part of a larger planned unit development known as Pinebrook, a Planned Community, situated in Summit County, Utah ("Pinebrook"), created pursuant to that Certain Master Declaration of Covenants, Conditions, Easements and Restrictions for Pinebrook, a Planned Community, as amended or supplemented from time to time, which is recorded against the Property (the "Master Declaration").

C. The Association shall be a member of The Pinebrook Owners Association, Inc., a Utah non-profit corporation (the "Master Association"), organized for purposes set forth in the Master Declaration, and via its membership in the Master Association, it shall also be subject to the terms and conditions of this Declaration and the Master Declaration,

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

E. Recorded contemporaneously herewith is a Plat of the Project as required by the Act.

F. Declarant has prepared or is preparing the necessary documents for the incorporation and organization of the Association, which Association will maintain the Common Areas and Facilities within the Project as hereinafter described, provide for the management and operation of the Common Areas and Facilities, levy and collect Common Assessments, and administer and enforce the terms of this Declaration.

G. The Project is intended to be established and governed as a condominium association pursuant to the Act.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows that each of the Recitals A through G is incorporated into and made a part of this Declaration for all purposes and further declares, covenants and agrees as follows:

ARTICLE I

DEFINITIONS

1.01. *"Assessment" or "Assessments"* shall mean and refer to any annual assessment, special assessment, or any other fees, fines, or charges assessed by the Board of Trustees pursuant to this Declaration or the Bylaws of the Association.

1.02. *"Association"* shall mean and refer to QUARRY SPRINGS CONDOMINIUM ASSOCIATION, INC., a Utah corporation, its successors and assigns.

1.03. *"Board of Trustees" and/or "Board"* shall mean and refer to the governing body of the Association.

1.04. *"Common Area" or "Common Areas" or "Common Areas and Facilities"* shall mean and refer to:

- (1) The land described on Exhibit "A" attached hereto;
- (2) That portion of the Property not specifically included in the respective Units as herein defined;
- (3) All foundations, columns, girders, beams, concrete slabs, floors, supports, main walls, roofs, halls, corridors, stairs, mechanical and electrical rooms, stairways, yards, landscaping, pump stations, sprinkler systems, fire sprinkler systems, cable television systems, antennae systems, fences, service and parking areas, the Clubhouse, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the foregoing or normally in common use;
- (4) Those areas specifically set forth and designated in the Map as "Common Areas" or "Limited Common Areas"; and
- (5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

1.05. **"Declaration" and/or "CC&Rs"** shall mean and refer to this Declaration of Condominium for Quarry Springs, together with any subsequent amendments or declarations.

1.06. **"Dwelling"** shall mean and refer to all structures contained within the Property and located within the designated **Units**, which are designed expressly for residential use.

1.07. **"Eligible Holder"** shall mean any holder, insurer, or guarantor of a first Mortgage who makes a written request to the Association to receive any of the notices provided to Eligible Holders under this Declaration. The written request shall state the name and address of the Eligible Holder and the Unit number to which the Eligible Holder's interest applies. Mortgages held by Eligible Holders shall be referred to herein as **"Eligible Mortgage(s)."**

1.08. **"Governing Documents."** The Governing Documents for Quarry Springs consist of the following, as each may be amended:

GOVERNING DOCUMENTS	
Declaration of Condominium (This document, which shall be recorded)	Imposes obligations or restrictions on all present and future owners of property within Quarry Springs Project.
Articles of Incorporation (filed with the Utah Department of Commerce)	Establish the Association as a non-profit corporation under Utah law
Bylaws (Board of Trustees adopts and oversees)	Govern the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
Board of Trustees Resolutions and Rules (Board of Trustees adopts and enforces)	Establish rules, policies, and procedures for internal governance and Association activities; regulate operation and use of Common Areas

If there are conflicts among Utah law, the Declaration, the Articles, the Bylaws, the Rules, then Utah law, the Declaration, the Articles, the Bylaws, and the Rules (in that order) shall prevail.

The Governing Documents apply to all Owners and any Occupants of a Unit. They also apply to guests, visitors, and invitees.

If any court determines that any provision of this Declaration or any other Governing Document is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

1.09. **"Improvements"** shall include but not be limited to all landscaping, fencing, driveways, hard surface areas, flag poles, mailbox structures, exterior lighting, water features, retaining walls, decorative rocks, swimming pools, clubhouses, dumpsters, and all other

manmade changes made to the Property other than Dwellings.

1.10. **"Limited Common Area"** shall mean and refer to those portions of the Common Areas and Facilities reserved for the exclusive use of certain Unit Owners, as specified herein. The Limited Common Areas shall be the balconies and patios that are adjacent to, contiguous with and open into certain Units. The Limited Common Areas shall also include any driveway which is reserved to its associated Unit, and each Unit Owner is hereby granted an irrevocable license to use and occupy the same solely and exclusively so long as such Owner owns the Unit associated with such Limited Common Area.

1.11. **"Member"** shall mean and refer to the Owner of any Unit within the Property who has, by virtue of such ownership, a voting right in the Association.

1.12. **"Occupant"** shall mean and refer to any individual who resides within a *Dwelling* for any period of time, including any tenants and guests whose visit extends over one or more nights.

1.13. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit that is a part of the Property.

1.14. **"Project"** shall mean and refer to the real Property that constitutes Quarry Springs, as well as all Units, Common Areas, Limited Common Areas, Dwellings, Improvements and fixtures thereon.

1.15. **"Property"** shall mean and refer to that certain real Property more particularly described on Exhibit "A" that constitutes **QUARRY SPRINGS**. The term "Property" shall include such additions thereto as may hereafter be brought within the jurisdiction of the Association at such times as they are annexed.

1.16. **"Unit"** shall mean and refer to one of the Units, which is designated as a Unit on the Map, and shall include that part of the particular building containing the Unit that lies within the boundaries of the Unit. Each Unit shall have as a lower horizontal boundary the unfinished interior surface of the floor of such Unit. The upper horizontal boundary of a Unit shall be the unfinished interior surface of the drywall ceiling. The vertical boundaries of each Unit shall be the unfinished interior surface of each wall separating such Unit from another Unit or the Common Areas and Facilities. Exterior doors and exterior glass surfaces such as windows serving a Unit shall be construed to be part of such Unit. If any fireplaces, flues, ducts, conduits, wires, pipes, or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Areas and Facilities shall be deemed a part of the Common Areas and Facilities. Heating and air conditioning systems serving a Unit, such as the compressor and condenser for an air conditioner and appliances and plumbing fixtures within a Unit shall be construed to be part of the Unit.

ARTICLE II

DESCRIPTION OF PROPERTY

2.01. **Type of Property.** The Property has been developed a condominium project. The Property is divided into sixty-eight (68) Units, upon each of which will constitute a Dwelling. A legal description of the Property is attached as Exhibit "A." The Property is governed by a Condominium Association, which shall operative in accordance with and be subject to the provisions of the Utah Condominium Association Act, Utah Code §§ 57-8-1, *et seq.*

2.02. **Relation to Pinebrook Master Association.** The Project is located within a project known as Pinebrook. The Association has chosen to voluntarily become a member of the Pinebrook Master Association, and thus Owners within Quarry Springs will be required to contribute assessments to the Pinebrook Master Association. In light thereof, the Owners are entitled to participate as members of that Master Association.

ARTICLE III

THE CONDOMINIUM ASSOCIATION

3.01. **Status and General Authority of Association.** The Association has been or will be incorporated as a non-profit corporation under the laws of the State of Utah. The Association, acting on behalf of the Owners for their benefit, shall be responsible for the exclusive management and control of the Common Areas. To the best of its ability and funds permitting, the Association shall keep the Common Areas in attractive, safe, sanitary condition and in reasonable order and repair.

3.02. **Purposes and Powers.**

- (a) The Association's purposes are:
 - (i) to manage, operate, insure, construct, improve, repair, replace, alter and maintain the Common Elements.
 - (ii) to provide certain facilities, services and other benefits to the Owners;
 - (iii) to administer and enforce the covenants, conditions, restrictions, and reservations and easements created hereby;
 - (iv) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto;
 - (v) to take any action that it deems necessary or appropriate to protect the interests and general welfare of Owners;

(vi) to regulate and manage the Project; and

(vii) to execute and record, on behalf of all Owners, any amendment to the Governing Documents which has been approved by the vote or consent necessary to authorize such amendment.

(b) Unless expressly prohibited by law or any of the Association Documents, the Association may:

(i) take any and all actions that it deems necessary or advisable to fulfill its purposes;

(ii) exercise any powers conferred on it by the Act or any Governing Document; and

(iii) exercise all powers that may be exercised in Utah by nonprofit corporations.

(c) Without in any way limiting the generality of paragraph 3.02(b) above, the Association may, but is not obligated to:

(i) to the extent not provided by a public, quasi-public or private utility provider, provide certain facilities and services to the Owners, such as (A) recreational facilities and services, (B) water, sewer, natural gas, electric, cable television and other utility services, (C) parking facilities, and (D) trash collection facilities and services;

(ii) acquire, sell, lease and grant easements over, under, across and through Common Areas which are reasonably necessary to the ongoing development and operation of the Project;

(iii) borrow money and grant security interests in the Common Areas and in the assets of the Association as collateral therefore;

(iv) make capital improvements, repairs and replacements to Common Areas; and

(v) hire and terminate managers and other employees, agents and independent contractors.

(d) Association Rules. All Owners are given notice that use of their Units and the Common Areas and Facilities is limited by the rules and regulations of the Association as modified from time to time. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of the Owner's

Unit can be affected by this provision and that the rules and regulations may change from time to time.

3.03. **Membership.** Members of the Association shall be record Owners of Units contained within the Property, as such Owners are shown on the records of the County Recorder of Summit County, State of Utah.

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.

Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by sale of that Unit. Ownership of a Unit within the Property cannot be separated from membership in the Association. Membership in the Association may not be transferred except in connection with the transfer of a Unit.

The term Owner shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a Unit or any part thereof, is encumbered unless such mortgagee, trustee, or beneficiary has acquired title through legal foreclosure. Nor shall the term Owner include persons or entities purchasing a Unit under contract, until such contract is fully performed and legal title is conveyed, unless such persons or entities and Owner of record agree in writing to transfer responsibility for payment of all Association fees. In that case, the rights and privileges of the Association shall be transferred accordingly. Such a document must be notarized and delivered to the Board of Trustees. In the absence of a notarized document, the Board of Trustees will assume the Owner of record to be the responsible party.

3.04. **Bylaws.** A copy of the Bylaws for the Association is attached hereto as Exhibit "B".

ARTICLE IV

HOMEOWNER COVENANTS AND ASSESSMENTS

4.01. **Creation of the Lien and Personal Obligation of Assessments.** The Owner of any Unit (other than the Declarant), by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Assessments, including but not limited to: (1) annual Assessments or charges, which shall be paid on a monthly or other periodic basis, as established by the Board of Trustees; and (2) any special Assessments as approved by the Association, such Assessments to be established and collected as hereinafter provided, and (3) any other fees, fines, charges or bonds imposed by the Association, including but not limited to the Assessments imposed by this ARTICLE IV and Fines as imposed pursuant to Section 11.05. The Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Unit against which such Assessment is made. The Association may exercise their right to foreclose on such liens. Each such Assessment, together with interest, costs, and reasonable

attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the Assessment falls due. Any and all delinquent Assessments must be made current by the current Owner, and Owners shall remain jointly liable for all Assessments which became due while they owned a Unit, notwithstanding any attempted assignment to or assumption by a subsequent Owner.

4.02. **Purpose of Assessment.** The Assessments levied by the Association shall be used exclusively to promote the enjoyment, recreation, health, safety, and welfare of the Owners and for the capital improvements and maintenance of the Common Areas under the control of the Association.

4.03. **Exempt Property.** All Common Areas dedicated to, and accepted by, a local public authority shall be exempt from the Assessments created herein. However, no Property or improvements devoted to individual Dwelling use shall be exempt from said Assessments.

4.04. **Special Assessments for Capital Improvements.** In addition to the annual Assessments authorized above, the Association may levy special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement related to the Common Areas. The Association will have the authority to determine how such special Assessment funds are allocated and the timing of such allocation.

4.05. **Voting.** A regular Annual meeting of all Association members will be held, and all Association members will be notified in accordance with the Association's Bylaws. An agenda will be included in the notification. When possible, special Assessment issues will be dealt with at the Association's annual meeting. However, if it becomes necessary to consider a special Assessment at another time, the Association is authorized to call such a meeting in accordance with the provisions of the Association's Bylaws.

A vote cast at any Association meeting by any Owner or Owners of a Unit, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. All additional voting procedures and rules will be established in the Bylaws and/or established by the Board of Trustees.

4.06. **Uniform Rate of Assessment.** Both annual and special Assessments must be fixed at a uniform rate for all Units.

4.07. **Date of Commencement of Annual Assessments/Due Dates.** The Board of Trustees shall establish the annual budget periods for the Association, and may change the annual budget periods from time to time, as it deems fit. The Board of Trustees shall fix the amount of the annual Assessment against each Unit at least thirty days (30) in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The Association shall establish the due dates for payments of Assessments. The Association will, upon demand, and for a reasonable charge, furnish a

certificate signed by an officer of the Association stating that the Assessments on a specified Unit have been paid.

4.08. **Effect of Nonpayment of Assessments/Remedies of the Association.** Any Assessment or Reinvestment Fee not paid within thirty days (30) after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments or Reinvestment Fees provided for herein by nonuse of the Common Area or abandonment of his Unit or by rental or leasing of his Dwelling, although the Association may restrict an Owner from using the Common Area facilities and/or from exercising the votes appurtenant to his Unit in the event that the Owner is delinquent in payment of an Assessment or Reinvestment Fee.

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

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

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

(b) **Notice to the Tenant.** If the Owner fails to pay the Assessment or Reinvestment Fee due by the date specified in the notice described in Subsection (a), the manager or Board may deliver written notice to the tenant that demands future payments due to the Owner be paid to the Association. The manager or Board shall mail a copy of such notice to the Owner. The notice shall state: (i) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the intent of the Board to collect all lease payments due to the Association; (ii) that until

notification by the Association that the assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and (iii) that payment by the tenant to the Association in compliance with this Section will not constitute a default under the terms of the lease agreement.

(c) If a tenant makes payments in compliance with (b) above, the Owner may not initiate an action against the tenant.

(d) All funds paid to the Association pursuant to this section shall be deposited in a separate account (which may be the account of the manager or association counsel) and disbursed to the Association until the amount due is paid in full. Any remaining balance shall be paid to the Owner within five business days after the Association is fully paid.

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

4.11. **Subordination of the Lien to Mortgages.** The Assessments lien provided for herein shall be subordinate to the lien of any first mortgage. The voluntary sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to a mortgage foreclosure of a first lien against a Unit shall extinguish the lien of such Assessments only as to the payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V

APPROVAL OF CONSTRUCTION AND MODIFICATIONS

5.01. **Advance Approval on All Construction.** No construction of any kind that requires a building permit from Summit County shall be commenced, erected, or conducted anywhere within the Project, including within a Unit, without obtaining the required building permit. In addition, no work requiring such a permit shall be made to any Dwelling unless complete plans and specifications for such work are submitted to and approved by the Board prior to the commencement of such work. All plumbing, heating and electrical work shall be done by licensed plumbing, heating and electrical contractors, respectively, and the plans and specifications for all such work shall be subject to compliance with all applicable building codes and to the prior written approval of the Board of Trustees of the Association, before commencement of any such work.

5.02. **Plan Submittal and Approval.** All applications for alterations as required by this Article V shall be accompanied by a non-refundable fee, in an amount established from time to time by the Board. The initial fee to be submitted with all such applications, unless and until

changed by the Board, shall be \$100.00 per application. The Board may increase or decrease this fee, in its reasonable discretion, from time to time by a duly adopted rule. Notwithstanding the foregoing, such fee shall be waived for Board approvals required with respect to the items set forth in Section 5.04 below.

5.03. **Limitation on Modifications.** The Board shall not approve any alterations, decorations or modifications that would jeopardize or impair the soundness, safety or appearance of the Property. The Board may require that such repairs or modifications, if allowed, be made in a particular manner, by a particular person, or that they comply with particular materials or aesthetics requirements or other standards. For the purposes of this Section, "remodeling" means structural changes to the Dwelling and includes but is not limited to: moving or removing interior walls; any material alterations to an exterior wall or walls shared by more than one Dwelling; any change to the electrical, mechanical, plumbing, or ventilation system of a Dwelling (other than general maintenance of repairing, changing or replacing vent covers, outlet covers, or fixtures); and/or installing or changing a deck, balcony, hot tub or spa, in or on Limited Common Areas appurtenant to the Dwelling.

5.04. **Presumptively Approved Modifications.** Individual Owners may, with the Association's advance written approval obtained pursuant to this Article V may:

- (a) Install Board approved white vinyl privacy fencing to surround the perimeter of the Limited Common Area adjacent to, and to the rear of their Unit
- (b) Install a hot tub on the concrete patio adjoining their Unit.
- (c) Install raised decks on the back of Units 24A, 24B, 25A and 25B in accordance with a master deck plan approved by the Board.

5.05. **Building and Improvement Preconditions.** All alterations must be performed in accordance with plans prepared by a licensed designer, draftsman or architect, and, where necessary for compliance with applicable building codes, a civil engineer. All remodeling shall be performed in compliance with all applicable building codes, laws, and any manufacturer's specifications for any materials, equipment or fixtures.

Before beginning any remodeling or deviating from a previously approved remodeling plan, the Owner shall provide the Board and all other Owners whose Unit is adjacent to or in the same building for which remodeling is proposed (each, an "Impacted Owner") with a written remodeling request including, at a minimum, the following information, in a printable electronic format:

- (a) plans depicting the proposed remodeling, including plans of the elevations of the building being modified, site plans, plans depicting sightline impacts, if any, on adjacent Dwellings, and any encroachment into or use of Common or Limited Common Areas;
- (b) a construction schedule, which shall include projected milestone dates, including the dates on which the remodeling is expected to begin and be completed; and

(c) the names, contractor's license numbers, proof of current workers compensation insurance, and proof of current liability insurance for all contractors expected or required to perform work in the remodeling.

In no event shall any Owner start remodeling work unless and until the Board has provided its written approval. The Board shall respond within thirty (30) calendar days by approving the request, requesting additional information, or denying the request. The Board shall deny any application for remodeling which has the potential to cause unsafe conditions or a legal nuisance. The Board shall give careful consideration to any comments or objections provided to the Board by Impacted Owners within fourteen (14) days of the application.

In cases where a remodeling application contemplates changes to Common Areas or Limited Common Areas, the Board shall be authorized to condition its approval upon the placement of a security deposit in an amount that it deems appropriate in light of the work proposed. Security deposits shall be held until final inspections are completed and the Board is provided with proof of the same. In the event of a denial of an Owner's remodeling application, the reason(s) for the denial shall be stated in writing. The Board shall have no obligation to verify that any remodeling or other repairs and modifications to Dwellings are completed as required herein. Neither the Board nor the Association shall be liable for any defective remodeling work or injuries caused by the same.

Without prior written permission of the Board, which may be withheld in the sole discretion of the Board, no Owner shall: (i) use any part of the Common Area, Limited Common Area, driveways or any roadways for staging, storage, assembly, or construction; (ii) cause any nuisance as the same is established by law; (iii) use Association garbage and disposal facilities for the disposal of construction debris, materials, or other items related to remodeling; or (iv) cause any modification to or encroachment upon any Common or Limited Area. Any encroachment into Common or Limited Common Area shall be memorialized in a fully executed and recorded encroachment agreement to be prepared at the Owner's expenses and subject to the approval of the Board, which agreement shall provide for the indemnity of the Association by the encroaching Unit Owner. The Board is authorized to promulgate additional rules and regulations governing remodeling and encroachments.

No structure of a temporary nature or use, including but not limited to, a trailer, mobile or manufactured home, basement foundation, tent, shack, garage, or camper shall be placed in any driveway or Common Area at any time as a Dwelling, either temporarily or permanently.

ARTICLE VI

PROPERTY AND USE RESTRICTIONS

6.01. **Use.** Each Unit and Dwelling thereon shall be used only for the purposes consistent with this Declaration, the Utah Condominium Act and Summit County Ordinances. If there is a conflict between the Act, Ordinances and this Declaration, the more restrictive provisions will apply.

6.02. **Residential Use.** Each Unit shall be occupied and used for a Dwelling for residential use by the Owner, his family, tenants, and social guests.

6.03. **Residential-Related Uses.** Units and Dwellings thereon shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Unit or Dwelling, except that an Owner or Occupant of the Dwelling may conduct business activities on such Unit if the business activity is ancillary to the primary residential occupancy of the Dwelling and such use:

- (a) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;
- (b) complies with applicable zoning requirements;
- (c) does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Project; and
- (d) is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others, as determined in the Board's sole discretion.

6.04. **Lease Restrictions.** "Leasing" is the continuous, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service, or gratuity. A Dwelling may be leased only in its entirety (*e.g.*, separate rooms within the same dwelling may not be separately leased). Leasing shall be for residential purposes only.

Dwellings may be rented only when properly licensed by Summit County, in accordance with all applicable Summit County Ordinances, and pursuant to an Approved Lease Agreement (or a Lease accompanied by a Lease Rider) which shall be on a form prescribed by resolution of the Board of Trustees and shall include the following provisions:

- (i) The tenant shall agree to comply with all of the terms and conditions of the Declaration, Bylaws, and the Association's Rules and Regulations;
- (ii) The tenant shall agree not to allow or commit any nuisance, waste, unlawful or illegal act upon the Project;
- (iii) The lease shall be on terms and for a period authorized by applicable governmental laws, ordinances and statutes; and
- (iv) The Owner and the tenant shall acknowledge that the Association is an intended third-party beneficiary of the lease agreement, that the Association shall have the right to enforce compliance with the Declaration and Bylaws and Rules and Regulations as amended from time to time and to abate any nuisance, waste, unlawful or illegal activity upon the premises; and that the Association shall be entitled to exercise all of the Owner's rights and remedies under the lease agreement to do so.

The Owner shall provide the tenant or lessee with a copy of all Rules and Regulations then in effect and shall obtain from the tenant a receipt for delivery of the Rules and Regulations. In the event the Rules and Regulations are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of the adoption of the same. In addition to any other remedies available to the Association, the Board may require the Owner to terminate a lease or rental agreement if the Board determines that any lessee or tenant has violated a provision of the Governing Documents then in effect. However, the Association shall not exercise such a remedy unless or until at least three (3) warnings of non-compliance have been provided and the lessee or tenant has refused to cure any deficiency or breach.

Prior to turning over possession of the Dwelling, the Owner shall provide or deliver to the Association (i) the tenant or lessee's name, address and telephone number; (ii) a copy of the executed Approved Lease Agreement; and (iii) a copy of the receipt specified above. The Board shall keep the foregoing on file with the books and records of the Association.

In addition to this Section, the Board may adopt reasonable rules and regulations regulating leasing and subleasing. The Board may also adopt rules and regulations to clarify the rights and obligations of Owners who lease their Dwellings.

Every Owner shall cause anyone occupying or visiting their Dwelling to comply with the Governing Documents and shall be responsible for all violations and losses they and or their occupants and visitors may cause to the Common Areas or other Units within the Project.

6.05. **Snow Removal.** Unless and until determined otherwise by the Board, the Association will not provide snow removal from driveways and sidewalks in the Association. Each Owner shall be responsible for snow removal within and immediately adjacent to their Lot and shall be responsible for clearing sidewalks, exterior stairs adjacent to their Lot and driveways leading to their garages within twenty-four (24) hours after the snow has ceased falling.

6.06. **Dwelling and Unit Maintenance and Cleanliness.** While the Association will be primarily responsible for landscaping and exterior maintenance, each Unit Owner shall be responsible to maintain their Dwelling and immediately surrounding area in a clean and attractive manner so as to not detract from the Project and neighbors. The Association will notify Owners if Unit cleaning or maintenance is required. If Owners have not remedied the problem within fourteen (14) days of notification, the Association may perform said maintenance and may assess the Owner for all associated costs.

Each Owner shall maintain their Unit and Limited Common Areas associated therewith in a safe, sanitary and attractive condition. In the event that an Owner fails to maintain their Dwelling, and/or such other Improvements as provided herein, in a manner which the Board reasonably deems necessary to preserve the appearance and/or value of the Project, the Board may notify the Owner of the work required and demand that it be done within a reasonable and specified period. In the event that the Owner fails to carry out such maintenance within

said period, the Board shall have the right, but not the obligation, to enter upon the Unit, to cause such work to be done to the Unit, Dwelling or Improvement and individually charge the cost thereof to such Owner.

6.07. **Unsightly Storage and Materials.** All storage and refuse containers and compost piles or bins must be stored or placed in the garage or the Dwelling. To preserve and protect the appearance of the Project, trash piles, unused building materials, broken or inappropriate fencing, and any or all unsightly objects must not be allowed to accumulate and must be disposed of in a timely fashion. Brightly colored tarps and/or plastic covers are not acceptable for wood piles, vehicles or other items. Vacant Units are not to be used as storage areas. Clotheslines and the drying of clothes, bedding, towels, etc. on any railing or in a location visible from a roadway or another Dwelling is not permitted.

6.08. **Energy Conservation Equipment.** No energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Project without the prior written consent of the Board. Any approval shall be conditioned upon the Owner's obligation to assure that such installation does not damage or interfere with the Unit's structural or weather protection integrity, or invalidate or impair the roof manufacturer's warranty. Any leaks and resultant damage arising from or related to any such installation shall be repaired by, and at the sole expense of the Unit Owner or its insurer, notwithstanding the potential applicability of the Association's insurance.

6.09. **Utility Easements.** Easements for the installation and maintenance of utilities and slope drainage are reserved, and may be shown on the Recorded Plat, over the Common Areas and each Unit. Landscaping and fencing, and the maintenance thereof, shall be allowed in these easements when and if expressly permitted by the Board, provided that they do not interfere with the utilities and drainage. Landscaping and fencing may have to be disturbed or removed to facilitate utility maintenance.

6.10. **Underground Utility Lines.** All water, gas, electrical, telephone, television cables and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

6.11. **Parking.** No inoperable or unlicensed automobiles shall be stored or parked on any Common Areas at any time. No commercial vehicles with a load capacity of greater than one (1) ton or construction vehicles, including but not limited to back hoes, front loaders, dump trucks, etc., shall be stored or parked on any Common Area unless it is for the express purpose of construction. No vehicles of any kind shall be parked on lawn areas or other locations not for parking purposes. Only passenger vehicles may be parked on driveways, with the exception of construction vehicles as necessary on a short-term basis, and recreational vehicles and boats in accordance with Section 6.12.

6.12. **Recreational Vehicles and Boats.** Recreational vehicles, including boats, can be parked on the roadway and on driveways for a maximum period of twelve (12) hours for the purpose of loading and unloading only. Street parking is allowed only for short-term parking by temporary visitors, and overnight street parking is prohibited.

6.13. **Signs.** No sign of any kind shall be displayed to the public view on any Unit except one (1) temporary sign of not more than four (4) square feet designating that the Unit or Dwelling is being sold or rented. Owners may not install commercial signage, or temporary political signs. The Board may install signs designating roadways and Common Areas. Summit County and the Board may install any other signs that are, in their sole discretion, deemed necessary anywhere within the Property.

6.14. **Antennas.** All antennas must be enclosed within a building and not roof mounted, with the exception of one (1) regular local television antenna per Unit. Installation of not more than two (2) satellite dishes shall be permitted; the dishes shall be twenty-four inches (24") or less in diameter and whenever possible shall be installed in a location that minimizes visibility from other Units and is not visible from the street. No ham radio receiver or transmitter antenna or other similar device shall be attached to or installed on the exterior portion of any Dwelling or Improvement, or placed on any Unit within the Property.

6.15. **Improper Activities.** Unlawful activities are not permitted in the Project, nor shall anything be done that may be a nuisance to the Owners or create a noise level that is reasonably disturbing to Owners. No Owner shall store dangerous explosives or excessive amounts of flammable materials on or around their Unit, on the Common or Limited Common Areas, or permit anything to be done that will increase risk to persons or property within the Project. The use of motorized recreational vehicles off of roadways, if permitted at all, shall be subject to rules and regulations to be adopted by the Association. The use and ignition of fireworks is prohibited on all areas of the Property.

6.16. **Use of Common Areas and Limited Common Areas.** Except as specifically designed and designated therefor, the Common Areas and Limited Common Areas shall not be used for storage of supplies, personal property, trash or refuse of any kind. Entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. Times of use and noise restrictions will be determined by the Board and specific restrictions may be adopted. The Board may also set such additional rules and regulations relating to use of the Common Areas and Limited Common Areas as it may deem necessary or advisable.

6.17. **Use of Clubhouse.** The use of the Clubhouse and its facilities, and of the outdoor pool shall be limited to the Owners of the residential Units and their guests only. The Board may enact Rules and Regulations governing the hours and use of these facilities by Owners and their guests.

6.18. **Animals.** No animals other than two ordinary household pets may be kept or allowed to remain in any Unit, subject to applicable Summit County pet ordinances, leash ordinances and any pet rules and regulations promulgated by the Board. No pets may be tied, crated, caged or otherwise kept in the Common Areas or Limited Common Areas. The Board, in its sole discretion, shall have the right to revoke such authorization at any time in its subjective discretion and shall have the power to require any Owner or Occupant to remove any animal or other pet belonging to it which is not disciplined or which constitutes an undue annoyance or a danger to other Owners, Occupants, or others.

6.19. **Nuisances, Hazardous Activities and Unsightliness.**

- (a) No person shall conduct any activity on the Land which creates a nuisance.
- (b) No person shall conduct any activity on the Property or within the Project or Units is or might be hazardous to any Person or property.
- (c) No unsightliness shall be permitted within the Project.
- (d) Normal construction activities shall not be considered to violate the terms and conditions of this Section 6.19. By accepting a deed to a Unit, an Owner acknowledges that the Project is a part of Quarry Springs and that noises, lights and odors common to residential, recreational and commercial activities, as well as construction activities, may exist on or near the Land, at any time and from time to time.

6.20. **Duty to Observe and Inspect.** Each Owner and Occupant has the affirmative duty and responsibility to continuously inspect their Unit and the Common Areas for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all Owners, Occupants, and visitors to, the common area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

6.21. **Rules and Regulations.** All Owners, by acquiring and retaining a Unit specifically agree that in the event of resale, the new Owner, as a condition thereof, shall agree to and abide by the terms of the Association's Governing Documents, and any and all amendments or changes that may be made to the foregoing.

ARTICLE VII

EASEMENTS AND CONSTRUCTION

7.01. **Easements in Common Area.** Each Owner has a right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying the property to the Association; and
- (c) The Board's right to:
 - (i) adopt rules regulating Common Area use, including rules limiting the number of guests who may use the Common Area, and charge use fees for such use;
 - (ii) suspend the right of an Owner to use any Common Area amenity (A) for any period during which any assessment or other charge against the

Owner's Unit remains delinquent, and (B) for a period not to exceed 30 days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents; provided, the Board may not impair an Owner or Occupant's access to his or her Unit;

(iii) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;

(iv) rent any portion of any Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;

(v) permit use by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Board of Trustees' discretion; and

(vi) mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable Board of Trustees regulation. An Owner who leases his or her Dwelling shall be deemed to have assigned all such rights to the tenants of such Dwelling for the lease term.

7.02. **Easements of Encroachment.** Declarant has granted easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property on to another's a distance of less than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

7.03. **Easements for Utilities and Other Infrastructure.**

(a) **Installation and Maintenance.** The Declarant has granted easements to the Association and utility providers, (which shall be perpetual unless specifically limited, and non-exclusive unless made exclusive) throughout the Property (but not through a structure) to the extent reasonably necessary to:

(i) install utilities and infrastructure, cable and other systems for sending and receiving data and/or other electronic signals, drainage systems, and security and similar systems to serve Quarry Springs;

(ii) install walkways, pathways, and trails, street lights, and signage on property which the Association owns or within public rights-of-way or easements reserved for such purpose on the Plat;

(iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, Board reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the Project. Upon completion of the work, the person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the Dwellings, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or Occupant.

7.04. Easements for Maintenance, Emergency, and Enforcement. The Association shall have non-exclusive easements over the Property, including the Units, as necessary to fulfill their respective maintenance responsibilities. The Association shall also have the right, but not the obligation, to enter upon any Unit or into any Dwelling for emergency reasons, to perform maintenance, and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Any member of the Board, and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties may exercise such rights. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Without limiting the Association's authority to otherwise access the Dwellings, it is expected and anticipated that all Dwellings will be periodically accessed and inspected for purpose of fire safety equipment and other safety-related inspections.

The Association shall have, subject to any required notice, an easement and right to enter a Unit to abate a Governing Document violation and/or to remove any structure, thing, or condition that violates the Governing Documents.

ARTICLE VIII

ENVIRONMENTAL RESPONSIBILITY

8.01. Garbage Removal and Toxic Waste. Owners will place their garbage in dumpsters at the Project and it will be collected on a scheduled basis by Summit County. All garbage cans or containers must be located inside the Unit's garage. All toxic and/or environmentally sensitive waste must be properly disposed of and absolutely shall not be put in the sewer or storm drain system.

8.02. **Fire Protection.** Fire protection will be provided by the Summit County Fire Department. Unit Owners are responsible for the annual inspection of and routine maintenance of the fire suppression systems in their Units.

8.03. **Wildlife.** Unit Owners should expect that wildlife will frequent the area and likely be on the Common Areas. Owners should be aware that the landscaping adjacent to their Units might be damaged by wildlife. Owners should take measures to protect themselves, families, guests, pets, landscaping, etc. using methods that will not injure or affect the property rights of other Owners.

ARTICLE IX

EXTERIOR MAINTENANCE

9.01. **Maintenance of Building Exteriors.** Maintenance of the Common Areas, including but not limited to roofs, exterior surfaces, garage doors, exterior decking and patios is the responsibility of the Association. The Association may further clarify, by rule, the Owners' and Association's maintenance obligations.

9.02. **Improvements.** All Improvements including, but not limited to hard surface areas on the associated Limited Common Areas, including maintenance thereof, are the responsibility of the Association.

9.03. **Landscaping.** The Association shall be responsible for all exterior landscaping, including sprinkler systems and watering, maintenance and planting (as deemed necessary by the Board). Owners may, with advance written permission of the Board, install additional or different landscaping at their own cost. No Association-installed landscaping may be removed or altered by an Owner, without the written permission of the Board.

ARTICLE X

INSURANCE

10.01. **Blanket Insurance.** A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Project, including all Units, fixtures, building service equipment, personal property and supplies comprising a part of the Common Areas and Facilities or owned by the Association, but excluding items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. As a minimum, such "master" or "blanket" policy shall afford protection against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including, without limitation, all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance

policies. Property insurance shall include coverage for any fixture, improvement, or betterment installed by an Owner to a Unit or to Limited Common Areas, Common Areas and Facilities, including floor coverings, cabinets, light fixtures, electrical fixtures, heating or plumbing fixtures, paint, wall coverings, windows, and any other item permanently part of or affixed to a Unit or to Limited Common Areas, Common Areas and Facilities. If the Board becomes aware that property insurance under this Section is not reasonably available, the Board shall, within seven (7) calendar days after becoming aware, give all Owners notice that the insurance is not reasonably available.

10.02. **Replacement Endorsements; Deductibles.** If the Board deems it advisable, and as long as it is available at a reasonable cost, the insurance policy described in Section 10.01 above shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance); or (2) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one hundred percent of the property's insurable replacement cost but no more) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance). Unless the Board otherwise determines, the maximum deductible amount for such a policy covering the Common Areas and Facilities shall be Ten Thousand Dollars (\$10,000) and for losses related to individual Dwellings that are covered by such a policy, the deductible related to each individual Dwelling shall be Ten Thousand Dollars (\$10,000). If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner; (i) the Association's policy provides primary insurance coverage; and (ii) the Owner's policy applies to that portion of the loss attributable to the policy deductible of the Association. The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or ten thousand dollars (\$10,000.00), whichever is less.

10.03. **Payment of Deductibles by Owners.** An Owner who owns a Unit that has suffered Dwelling Damage (defined below) as part of a Covered Loss (defined below) is responsible for an amount calculated by applying the Dwelling Damage Percentage (defined below) for that Unit to the amount of the deductible under the property insurance policy of the Association. If an Owner does not pay such amount within thirty (30) days after substantial completion of the repairs to the Unit, the Association may levy an assessment against the Owner for that amount. As used in this paragraph, "**Covered Loss**" means a loss, resulting from a single event or occurrence, that is covered by a property insurance policy of the Association, "**Dwelling Damage**" means damage to a Unit or to Limited Common Areas and Facilities applicable to that Unit, or both, and "**Dwelling Damage Percentage**" means the percentage of total damage resulting in a covered loss that is attributable to Dwelling Damage.

If, in the exercise of the business judgment rule, the Board determines that a claim is likely not to exceed the property insurance policy deductible of the Association: (i) the Owner's policy is considered the policy for primary coverage to the amount of the policy deductible of the Association; (ii) an Owner who does not have a policy to cover the property insurance policy deductible of the Association is responsible for the loss to the amount of the policy deductible of

the Association, as provided above in this Section; and (iii) the Association need not tender the claim to the Association's insurer.

10.04. **Flood Insurance.** If any habitable structure located within the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Plat, a "master" or "blanket" policy of flood insurance shall be maintained covering the Building, any machinery and equipment that are not part of a Building and all Common Areas and Facilities within the Project (hereinafter "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under the National Flood Insurance Administration Program for the Building and Insurable Property within any portion of the Project located within a designated flood hazard area; or (2) one hundred percent (100%) of the insurable value of all such facilities. The maximum deductible amount for any such policy shall be the lesser of Five Thousand Dollars (\$5,000) or one percent (1%) of the policy face amount.

10.05. **Designation of Insured.** The name of the insured under each policy required to be maintained by Sections 10.01 and 10.04 shall be the Association for the use and benefit of the individual Owners. Said Owners shall be designated by name, if required by law. Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's Mortgagee. Each Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

10.06. **Required Endorsements.** Each policy required to be maintained by Sections 10.01 and 10.04 shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Project is located. In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.

10.07. **Additional Provisions.** Each policy required to be maintained by the foregoing Sections 10.01 and 10.04 shall provide, if it is available at a reasonable cost to the Association, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively or the Association; and the policy is primary in the event the Owner has other insurance covering the same loss.

10.08. **Board Duties.** In contracting for the policies of insurance required to be maintained by the foregoing Section 10.01, the Board shall make reasonable efforts to secure, if the Board deems such advisable and if it is available at a reasonable cost to the Association, coverage which provides the following endorsements: (1) "Inflation Guard Endorsement;" (2)

“Building Ordinance or Law Endorsement,” if the enforcement of any building, zoning, or land use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (3) “Steam Boiler and Machinery Coverage Endorsement,” if the project has central heating or cooling, which shall provide that the insurer’s minimum liability per accident at least equals the lesser of Two Million Dollars (\$2,000,000) or the insurable value of the Building containing the boiler or machinery. In lieu of obtaining this as an endorsement to the commercial package property, the Association may purchase separate stand-alone boiler and machinery coverage.

10.09. **Fidelity Bonds.** The Association shall at all times maintain in force and pay the premiums for “blanket” fidelity bonds for all officers, members, employees of the Association and for all other persons handling or responsible for funds of or administered by the Association, whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a manager, such manager shall provide “blanket” fidelity bonds, with coverage identical to such bonds required of the Association, for such manager’s officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon the Association’s best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the applicable Common Area Manager, as the case may be, at any given time during the term of each bond.

10.10. **General Liability Insurance.** The Association shall maintain in force and pay the premium for a policy providing commercial general liability insurance coverage covering all of the Common Areas and Facilities, Dwelling exteriors, and all other areas of the Project that are under the Association’s supervision. The coverage limits under such policy shall be in amounts generally required by private institutional mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Alternatively, the Association may obtain an umbrella policy for such general liability coverage as determined by the Board in its sole and exclusive discretion. Coverage under such policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, Building exteriors, and legal liability arising out of lawsuits related to employment contracts of the Association. Coverage under such policy shall include, without limitation, medical payments insurance, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, Building exteriors, and legal liability arising out of lawsuits related to employment contracts of the Association. Each Owner is an insured person under a liability insurance policy that the Association obtains that insures against liability arising from the Owner’s interest in the Common Areas and Facilities or from membership in the Association. If the Management Committee becomes aware that liability insurance under this Section is not reasonably available, the Board shall, within seven (7) calendar days after becoming aware, give all Owners notice that the insurance is not reasonably available. If such policy does not include “severability of interest” in its terms, the policy shall

include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy shall provide that it may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each First Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

10.11. **Additional Insureds.** Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

10.12. **Insurance Provider Requirements.** Each insurance policy maintained pursuant to this Article shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has an A general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide or an A or better rating from Demotech, Inc., or which is written by Lloyd's of London. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Management Committee, or the Association; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Management Committee, the Association, or Owner) from collecting insurance proceeds. The provisions of this Article 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 hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

10.13. **Regular Review.** All insurance policies shall be reviewed regularly by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

10.14. **Owner to Insure.** Notwithstanding anything in this Article X to the contrary, it shall be the responsibility of each Owner, at such Owner's expense, to maintain physical damage insurance on such Owner's personal property and on any other portions of, or items in, the

Dwelling that are not covered by the Association's insurance policies pursuant to Sections 10.01 and 10.04 of this Declaration.

In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Dwelling as the Owner in the Owner's sole discretion shall conclude to be desirable. However, except as otherwise provided in this Declaration, none of such insurance coverages obtained by such Owner shall affect any insurance coverage maintained by the Association or cause the diminution or termination of that insurance coverage, nor (except as otherwise provided in this Declaration) shall such insurance coverage of an Owner result in apportionment of insurance proceeds as between policies of insurance of the Association and the Owner.

An Owner shall be liable to the Association for the amount of any such diminution of insurance proceeds to the Association as a result of insurance coverage maintained by the Owner, and the Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a default Assessment, with the understanding that the Board on behalf of the Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners. Each Owner shall be responsible to provide insurance coverage for the amount of any additional value to any Dwelling caused by any improvement to the Dwelling made by such Owner and not initially made by Declarant, including, but not limited to, the value of structural upgrades or fixtures supplied by the Owner, or if the applicable insurance is to be provided by the Association, for any additional insurance costs associated with such increased value due to the improvements.

ARTICLE XI

VIOLATIONS AND ENFORCEMENT

11.01. **Association Powers and Enforcement.** Enforcement under this Declaration may be accomplished by any lawful means, including proceeding at law or in equity against any person or persons violating or attempting to violate any provision herein, either to restrain or eliminate the violation or recover damages. The violator shall be required to pay the expenses incurred therein, including reasonable attorney fees. As set forth in ARTICLE IV, the Association may enforce failure of Owners to pay Assessments through recording a Notice of Lien with the Summit County Recorder and foreclosing the lien against the applicable Unit in accordance with the provisions relating to foreclosure of trust deeds under Utah law, or under any other laws relating to lien enforcement. The Association may also enforce the Assessments through personal action against the Owners, or through any other remedy available at law or in equity. No liability shall attach to the Association in acting pursuant to the provisions of this Declaration.

11.02. **Complaint Procedures.** Any Owner has the right to file a complaint with the Association regarding any other Owner's noncompliance with the terms of this Declaration. All complaints must be written, dated, signed, and mailed by registered mail to the Association. The Association shall have the right, but not the obligation, to pursue any complaint. Upon receiving

a complaint, the Association shall have a limited right of entry upon such a Unit to view the exterior only of a Dwelling or any Improvements for the purpose of assessing compliance with the Declarations herein. Reasonable notice (except in cases of emergency) shall be fifteen (15) days after Owner is notified in writing.

11.03. **Enforcement by Others.** Owners may bring a legal action for damages, specific performance, or injunctive relief against any other defaulting Owner, and in addition may sue to enjoin any violation of this Declaration.

11.04. **Failure to Comply.** Any Owner's failure to comply with any of the provisions in this Declaration or rules or regulations adopted pursuant thereto shall be grounds for relief that may include, without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. The terms of this Declaration shall be liberally construed to effectuate their purposes in creating conditions that are supportive of maintaining the environment and a spirit of comity among neighbors, and any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof.

If, after due notice, an Owner fails to remedy a violation, the Association may (in addition to other lawful remedies available to it) cause such violation or condition to be remedied and the cost thereof shall be charged to the Owner of the Unit, in which event such costs shall be treated as a special Assessment to such Owner and shall attach to his Unit, and shall be subject to levy, enforcement and collection by the Association in accordance with the Assessment lien procedure provided for in ARTICLE IV of this Declaration.

Each Owner specifically agrees that in the event the Association is compelled to enforce the terms hereof, in Court or otherwise, that the Owner shall pay all costs arising from his/her default or failure to abide by all the terms and conditions imposed, including without limitation, fines and Owner's and the Association's reasonable legal fees, court costs and any other related fees.

11.05. **Fines.** The Board may assess a fine or fines against an Owner or Owners for a violation of the Association's rules and regulations. Before assessing a fine, the Board shall give notice to the Owner(s) of the violation and inform the Owner(s) that a fine will be imposed if the violation is not cured within a time period determined by the Board, which shall be at least forty-eight (48) hours.

Fines assessed by the Board shall:

(a) be made only for a violation of a rule or regulation that is specifically listed in the Governing Documents as an offense that is subject to a fine;

(b) be in the amount specifically provided for in the Governing Documents for that specific type of violation, not to exceed Five Hundred Dollars (\$500.00) per month; and

- (c) accrue interest and late fees as provided in the Governing Documents.

Cumulative fines for a continuing violation may not exceed Five Hundred Dollars (\$500.00) per month.

An Owner who is assessed a fine by the Board may request an informal hearing to protest or dispute the fine within thirty (30) days from the date on which the Owner receives notice that the fine is assessed. The hearing shall be conducted in accordance with the standards provided in the Governing Documents. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

An Owner may appeal a fine assessed by the Board by initiating a civil action within one hundred eighty (180) days after a hearing has been held and a final decision has been rendered by the Board, or the time to request an informal hearing has expired without the Owner having properly requested a hearing.

A fine assessed under this provision that remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property and may be collected as an unpaid assessment as set forth in the Governing Documents.

11.06. **Dispute Resolution.**

(a) The Association, the Board, Owners, Occupants and other persons subject to this Declaration agree that it is in the best interests of all concerned to encourage the amicable resolution of disputes involving the Association without the emotional and financial costs of litigation. Accordingly, each of the foregoing agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 11.07 in a good faith effort to resolve such Claim.

(b) As used in this Section, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

- (i) the interpretation, application, or enforcement of the Governing Documents;

- (ii) the rights, obligations, and duties of anyone arising from the Association's Governing Documents;

- (iii) the design or construction of improvements within the Association; except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 11.07:

- (1) any suit by the Association to collect assessments or other amounts due from any Owner;

(2) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Governing Documents;

(3) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Association's Governing Documents;

(4) any suit in which any indispensable party is not bound hereby; and

(5) any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required in Section 11.07(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

11.07. **Dispute Resolution Procedures.**

(a) **Notice.** A person asserting a Claim ("Claimant") against another person, the Association or the Board subject to this Section ("Respondent") shall give written notice to each Respondent and to the Board of Trustees stating plainly and concisely:

- (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) the Claimant's proposed resolution or remedy; and
- (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation.** The Claimant(s) and Respondent(s) shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the Notice described in Section 11.07(a) (or within such other period as the parties may agree upon), the Claimant(s) shall have thirty (30) additional days to submit the Claim to mediation with an individual or entity designated

by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Park City or State of Utah area.

If the Claimant(s) does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant(s) shall be deemed to have waived the Claim, and the Respondent(s) shall be relieved of any and all liability to the Claimant(s) (but not third parties) on account of such Claim.

If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings, indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant(s) shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all fees charged by the mediator.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non complying party (or if more than one non complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

11.08. **Arbitration.** Any claim or controversy that cannot be resolved pursuant to Section 11.06 or 11.07 between any person bound by the Governing Documents and the Association or a representative of the Association, other than actions brought by and on behalf of the Association for 1) the collection of assessments and fines, or 2) respecting the enforcement of the Governing Documents by or on behalf of the Board, shall be submitted to arbitration according to regulations prescribed by the Association's Board. In the absence of any such regulations, arbitration shall proceed pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), although such arbitration need not proceed with the AAA. Each Owner, by acquiring or maintaining an ownership interest in the Association, agrees to arbitrate all such disputes according to this provision and the regulations prescribed by the Board pursuant to this provision, and agrees that judgment on the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

ARTICLE XII

MORTGAGEE RIGHTS

12.01. **Approval Required.** In addition to any other approvals required by this Declaration or the Bylaws, the prior approval of fifty-one percent (51%) of the Eligible Holders (based upon one vote for each Eligible Mortgage) must be obtained for the following:

- (a) The abandonment, termination, or removal of the Property from the provisions of this Declaration, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (b) The addition of Common Property; or
- (c) Any material amendment to this Declaration or the Bylaws.

Except for an amendment to the Declaration or Bylaw if its purpose is to correct technical errors or to clarify, a change to the following would be considered as material: (1) Voting rights; (2) The funding of reserves for maintenance, repair, and replacement of the Common Areas; (3) Changing general responsibility for maintenance and repairs (excluding minor changes); (4) Redefinition of any Unit boundaries; (5) Convertibility of Units into Common Property or vice versa; (6) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property from the project; (7) Insurance or fidelity bond; (8) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws; (9) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; (10) Assessments, assessment liens, or subordination of such liens; (11) Rights to use of Common Areas; and (12) The interest in the general or limited Common Area.

12.02. **Additional Rights.**

- (a) **Right to examine Books and Records.** All Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice and at reasonable times.
- (b) **Right to Annual Reports.** All Eligible Mortgagees shall, upon written request, be entitled to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.
- (c) **Right to Receive Written Notice of Meetings.** The Association shall give all Eligible Mortgagees, upon written request, written notice of all meetings of the Association, and such mortgagees shall be permitted to designate a representative to attend all such meetings.

12.03. **Request for Approval of Mortgagees.** If an Eligible Holder's consent is a condition for amending the Declaration or Bylaws, then, subject to Subsection (4), the Eligible Holder's consent is presumed if: (a) written notice of the proposed amendment or action is sent by certified or registered mail to the Eligible Holder's address provided to the Association by such Eligible Holder; (b) 60 days have passed after the day on which notice was mailed; and (c) the person designated for receipt of the response in the notice has not received a written response from the Eligible Holder either consenting to or refusing to accept the amendment or action.

12.04. **Rights of Eligible Holders.** In addition to the approvals required and the rights provided above, each Eligible Holder shall have the following rights:

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

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

(c) **Other Rights to Notice.** All Eligible Holders, upon written request to the Association, will be entitled to timely written notice of: (1) any proposed termination of the Community Association regime; (2) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Unit on which the Eligible Holder holds a Mortgage interest; (3) any delinquency in the payment of assessments or charges owed by the Owner of a Unit subject to a Mortgage of the Eligible Holder, where such delinquency has continued for a period of 60 days; (4) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE XIII

CERTAIN DEVELOPMENTAL RIGHTS

The following Development Rights are hereby granted or reserved by Declarant:

13.01. **Completion of Improvements.** Declarant hereby reserves an easement throughout the Project for a period of ten years from the recording of this Declaration for the purpose of completing all improvements contemplated by the Governing Documents.

13.02. **Offices and Signs.** Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project and models in any of the Units which it owns or leases or on the Common Areas and Facilities of the Project for a period of ten years from the recording of this Declaration. Declarant may relocate sales offices, management offices and models to other Units or Common Areas and Facilities at any time. Declarant may maintain an unlimited number of sales offices or models in the size and locations at the Project as it shall determine in its sole and exclusive discretion. All signage shall comply with Summit County regulations and the Governing Documents as the same may be amended from time to time.

13.03. **Rights of Declarant.** No amendment to the Governing Documents that has the effect of diminishing or impairing any right, power, authority, privilege, protection or control accorded to Declarant in its capacity as Declarant shall be effective unless consented to in writing by the Declarant.

13.04. **Declarant Control Period.** There is hereby established a Declarant Control Period, during which period Declarant or persons designated by it shall have the authority to (1) appoint and remove the Association officers and members of the Board; (2) amend any of the Governing Documents, with or without the consent of the other Owners, to comply with then existing statutes, regulations or requirements of any federal, state or local regulatory authority affecting the Project. The Declarant Control Period shall terminate no later than the earlier of:

- (a) after Units to which one hundred percent (100%) of the undivided interest in the Common Areas and Facilities appertain have been conveyed to Owners; or
- (b) the surrender by Declarant of such right by written notice to the Board.

ARTICLE XIV

REINVESTMENT FEE

14.01. **Reinvestment Fee.** Each purchaser of a Unit (the "Purchaser") subsequent to the date of execution of this Declaration shall notify the Association of his, her or its purchase of a Unit and shall pay a Reinvestment Fee in the sum initially equal to Five Hundred Dollars (\$500), to and for the benefit of the Association, upon the conveyance the Unit to the Owner. The Board may, by rule, periodically increase the amount of this Reinvestment Fee by an amount equal to the adjustments which may periodically be made to Assessments under Article IV. This section incorporates all of the uses of said funds authorized by Utah Code Annotated 57-1-46 and is limited in amount to .5% of the value of the Unit transferred, whichever is lesser.

ARTICLE XV

DURATION AND AMENDMENT

15.01 **Duration.** This Declaration shall continue in full force for a term of twenty-five (25) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded with the County Recorder, meeting the requirements of an amendment to this Declaration as set forth in ARTICLE XII.

15.02 **Amendment.** The Association may amend the Declaration by vote of two-thirds (2/3) of the Owners. Any amendment shall be effective upon recording with the County Recorder of Summit County.

ARTICLE XVI

GENERAL PROVISIONS

16.01 **Severability.** Invalidation of any one of these covenants and restrictions by judgment or court order shall not otherwise affect any other provisions that shall remain in full force and effect.

16.02 **Singular Includes Plural.** Whenever the context of the Declaration requires it, the singular shall include plural, and the masculine shall include the feminine.

16.03 **Covenants, Etc., Shall Run With the Land.** All of the limitations, restrictions, easements, conditions, and covenants herein shall run with the land and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner and are imposed upon the Property as a servitude in favor of each Unit thereof as the dominant tenement or tenements.

16.04 **Liability.** Neither the Association, nor any member of the Board of Trustees of the Association shall be liable to any person for any action or failure to act hereunder where such action or failure was taken in good faith.


16.05 **Additional Governmental Requirements.** Notwithstanding anything else herein contained to the contrary, if any part or provision of this Declaration shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect any other part or provision of this Declaration, except that part or provision so adjudged to be unconstitutional, invalid, or unenforceable. Also, in the event that a part or provision of this Declaration shall be adjudged unconstitutional, invalid, or unenforceable, Board of Trustees and their successors and assignees shall be absolved from enforcing said part or provision.

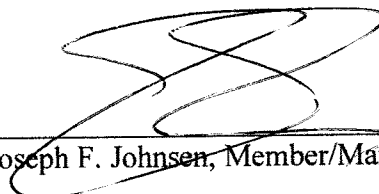
DATED this 18 day of July, 2018.

QUARRY SPRINGS, LLC, a Utah limited liability company

By QS1, LLC, a Utah limited liability company, a Member and Manager

By its MEMBERS/MANAGERS

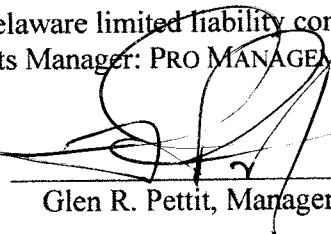
By: 
Daniel M. Allphin, Member/Manager

By: 
Joseph F. Johnsen, Member/Manager

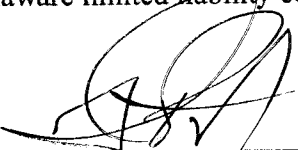
By QS INVESTMENTS, LLC, a Utah limited Liability company, a Member

By its MEMBER AND MANAGER

MEMBER:
DESERET DEVELOPMENT HOLDING COMPANY,
a Delaware limited liability company,
by its Manager: PRO MANAGEMENT-UTAH, LLC

By: 
Glen R. Pettit, Manager

MANAGER:
PRO MANAGEMENT-UTAH, LLC,
a Delaware limited liability company

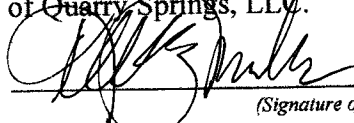
By: 
Glen R. Pettit, Manager

STATE OF UTAH

ss.

COUNTY OF SALT LAKE

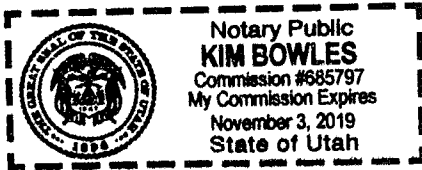
On July 18, 2018, before me Kim Bowles, a notary public, personally appeared Daniel M. Allphin, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as a Member and Manager, for and on behalf of QS1, LLC, which is a Member and the Manager of Quarry Springs, LLC.



(Signature of Notary)

Notary Public

Residing at SLC, UT

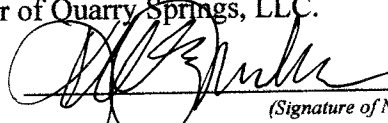


STATE OF UTAH

ss.

COUNTY OF SALT LAKE

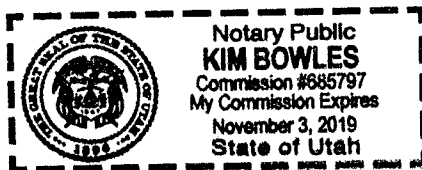
On July 18, 2018, before me Kim Bowles, a notary public, personally appeared Joseph F. Johnsen, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as a Member and Manager, for and on behalf of QS1, LLC, which is a Member and the manager of Quarry Springs, LLC.



(Signature of Notary)

Notary Public

Residing at SLC, UT

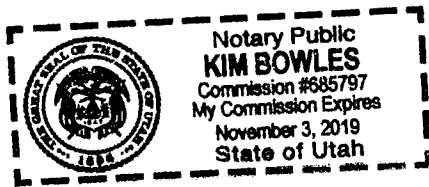


STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On July 18, 2018, before me Kim Bowles, a notary public, personally appeared Glen R. Pettit, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as Manager for Pro Management-Utah, LLC, which is the Manager for QS Investments, LLC.



(Handwritten Signature)

(Signature of Notary)

Notary Public

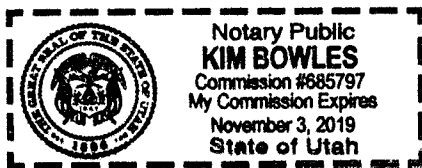
Residing at SLC, UT

STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On July 18, 2018, before me Kim Bowles, a notary public, personally appeared Glen R. Pettit, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as Manager, for and on behalf of Pro Management-Utah, LLC, which is the Manager of Deseret Development Holding Company LLC, the sole Member of QS Investments, LLC.



(Handwritten Signature)

(Signature of Notary)

Notary Public

Residing at SLC, UT

EXHIBIT "A"

Beginning at a point N 00°02' 05" E 418.55 feet, along the Section Line, and West 1520.99 feet from the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being also on the Northwesterly Right-of-Way Line of Pinebrook Boulevard, recorded as Entry No. 478321, and the Northeasterly Boundary Line of Pinebrook Point Condominiums, Phase "A", recorded as Entry No. 480840, both in the Summit County Recorder's Office; and running thence along said Northeasterly Boundary Line the following three (3) courses: (1) Northwesterly 281.90 feet along the arc of a 168.41 ft. radius curve to the left, chord bears N 15°05'56" E 250.12 feet, (2) N 32°51'20" W 118.80 feet, (3) N 58°19'09" W 118.10 feet to the Northeasterly Corner of the Amended Plat of Cedar Ridge at Quarry Junction, recorded as Entry No. 650210 in the Summit County Recorder's Office; thence, along the Northeasterly Boundary line of said Cedar Ridge at Quarry Junction, N 41°58'14" W 591.80 feet to the Easterly Boundary Line of Parcel 2 recorded in that certain Special Warranty Deed, recorded as Entry No. 00779398 in Book 1794, Page 944 in the Summit County Recorder's Office; thence, along said Easterly Boundary Line the following three (3) courses: (1) N 62°00'00" E 260.00 feet (Deed= 260.01'), (2) N 12°00'00" E 260.00 feet, (3) N 50°00'00" E 220.00 feet to the Southwesterly Right-of-Way Line of Interstate 80 Frontage Road (AKA Kilby Road); thence along said Southwesterly Right-of-Way Line the following four (4) courses: (.1) Southeasterly 469.94 feet along the arc of a 676.20 foot radius curve to the right, chord bears S 25°00'23" E 460.54 feet, (2) S 05°05'27" E 24.27 feet, (3) Southeasterly 387.47 feet along the arc of a 326.48 foot radius curve to the left, chord bears S 39°05'25" E 365.13 feet, (4) S 73°05'27" E 31.77 feet to the said Northwesterly Right-of-Way line of Pinebrook Boulevard; thence along said Northwesterly Right-of-Way Line the following three (3) courses: (1) S 16°54'55" W 355.13 feet, (2) Southwesterly 301.96 feet along the arc of a 375.00 foot radius curve to the right, chord bears S 39°59'00" W 293.87 feet, (3) S 63°03'06" W 136.72 (R=136.68) feet to the Point of Beginning.

LESS AND EXCEPTING THEREFROM:

Any portion of the above described land that lies within the Dedicated Right-of-Way of Cedar Drive as shown on the Dedication Plat, recorded as Entry No. 541115 in the Summit County Recorder's Office.

EXHIBIT B
BYLAWS
OF
QUARRY SPRINGS CONDOMINIUM ASSOCIATION

These Bylaws of Quarry Springs Homeowners Association (the "Bylaws") are made and executed this 4th day of April, 2018 by Quarry Springs Condominium Association, a Utah Non-Profit Corporation (the "Association").

ARTICLE I. NAME AND PRINCIPAL OFFICE

1.01 Name. The name of the nonprofit corporation is "Quarry Springs Condominium Association," hereinafter referred to as the "Association."

1.02 Offices. The principal office of the Association shall be at c/o Equity Property Management, located at 1218 East 7800 South, Sandy, Utah. In the event the principal office is relocated, that information will be posted with the Utah Department of Commerce.

ARTICLE II. DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Condominium for Quarry Springs, hereinafter referred to as the "Declaration" shall have such defined meanings when used in these Bylaws.

ARTICLE III. MEMBERS AND MEETINGS OF THE ASSOCIATION

3.01 Annual Meetings. Each Owner shall be Member of the Association. The annual meeting of Members shall be held on the first Tuesday of May each year for the purpose of electing members of the Board and transacting such other business as may come before the meeting. The Board may from time to time by resolution change the date for the annual meeting of the Members. If the election of members of the Board is not held during the annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient.

3.02 Special Meetings. Special meetings of the Members may be called by the Board of Trustees as a whole, by the President, or upon the written request of Members holding not less than twenty percent (20%) of the Total Votes of the Association, with such written request to state the purpose or purposes of the meeting and such written request to be delivered to the Board.

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

3.04 Notice of Meetings. The Board shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. Notice may be delivered in accordance with Article X.

If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his or her registered address, with first-class postage prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder.

3.05 Members of Record. Upon purchasing a unit in the Project, each Owner shall promptly furnish contact and ownership information to the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of units in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.06 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than thirty-three percent (33%) of the Total Votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later time or date. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.07 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed in writing by the Member or by his or her attorney. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed in writing by all holders of such Membership or their attorneys. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be

acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the unit of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. The election of members to the Board of Trustees shall be by secret ballot. If a Membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint Membership.

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

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting if written consents, setting forth the action so taken, are individually signed and dated by Members holding not less than the minimum number of votes that would be necessary to authorize or take the actions at a meeting. All written consents shall be delivered to the Board of Trustees within sixty (60) days after the first consent is signed and dated or the action shall be of no effect. If consents of less than all the Members are obtained, written notice of the action shall be provided to all Members from whom consents were not obtained at least ten (10) days before the action occurs or takes effect. Members of the Board must be elected at a meeting of the Members and may not be elected via written consents of the Members.

ARTICLE IV. BOARD OF TRUSTEES

4.01 Number of Board Members and Eligibility. The Association shall be governed by a Board of Trustees. The Board shall consist of three or five (3 or 5) members, as shall be determined from time to time by the Board. The Association shall have three (3) officers (President, Vice President, and Secretary/Treasurer) and, in the case of a five-person Board, two (2) At-Large members. Each Board Member shall be an Owner and Member of the Association in good standing. If an Owner is not an individual, then any officer or director of such Owner shall be eligible to serve as a Board member, but no Owner may have more than one such representative on the Board at one time.

4.02 Election of Board Members. An election for Board members shall be held each year at the Annual Meeting of the Association or at a special meeting of the Members called for such purpose (a "Special Election Meeting"). Any Member in good standing and not delinquent in payment of assessments or fines may run for election to the Board, provided he or she is nominated by at least two (2) other Members of the Association. Members shall run for

and shall be elected to specific positions on the Board. Nominations for each position may be submitted to the current Board in writing no earlier than thirty (30) days before the Annual meeting in advance of the Meeting or Special Election Meeting; nominations may also be submitted at the Annual Meeting or Special Election Meeting prior to the election taking place. The nominee for each position who receives the highest number of votes in the election shall be elected to that position on the Board. In the event of a tie-vote, a re-vote (or re-votes) shall be taken until a tie-vote no longer exists. If a tie-vote still remains after three (3) re-votes, the current Board shall determine who shall serve in the position and shall announce its decision either at the Annual Meeting or Special Election Meeting or at a reasonable time (not to exceed ten (10) days) thereafter.

4.03 Terms of Board Members. At the first Annual Meeting or Special Election Meeting following the ratification of these Bylaws, the Members shall elect three or five (3) or (5) members to the Board of Trustees for the following staggered terms: the individual receiving the most votes shall serve for three (3) years, the next highest vote recipients shall serve for two (2) years. At the expiration of these initial terms, each Board member shall be elected and shall serve for a term of two (2) years. Board members may serve consecutive terms if duly elected.

4.04 Powers and Responsibilities. The Board shall have the power to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Declaration, other governing documents, and as provided by law. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable. Any management agreement must be terminable for cause upon thirty (30) days' notice. The Board's responsibilities shall include, but shall not be limited to, the following:

- (a) Preparing and administering an annual budget;
- (b) Establishing and administering an adequate reserve fund;
- (c) Scheduling and conducting the Annual Meeting and other meetings of the Members;
- (d) Collecting and enforcing assessments and fines assessed by the Association;
- (e) Accounting functions, banking functions, and maintaining records;
- (f) Enforcement of the Association governing documents, including the Declaration and rules;
- (g) Maintenance of the Common Areas;

- (h) Obtaining and carrying appropriate property and liability insurance and fidelity bonds, as provided in the Declaration;
- (i) Paying the cost of all services rendered to the Association;
- (j) All the other duties imposed upon the Board pursuant to the Declaration and other governing documents, including enforcement thereof.

4.05 Quorum and Manner of Acting. A majority of the Board members shall constitute a quorum for the transaction of business at any meeting of the Board. Each Board member shall have one (1) vote. The act of a majority of the Board members present at any meeting at which a quorum is present shall be the act of the Board. The Board members shall act only as a Board, and individual Board members shall have no powers as such.

4.06 Meetings. The Board shall hold an organizational meeting within ten (10) days following each Annual Meeting or Special Election Meeting at such time and place as the Board may determine. Thereafter, the Board shall hold regular meetings at such time and place as the Board may determine, but the Board shall meet at least four (4) times during each fiscal year with at least one (1) meeting per quarter. Special meetings shall be held when called by written notice signed by the President or any two (2) Board members.

4.07 Notice and Waiver of Notice. Notices of Board meetings shall be sent to each Board member and shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. However, transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present and (ii) either before or after the meeting the Board member not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Board member who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

4.08 Open Meetings; Executive Session. Subject to the provisions of 4.012 and the provisions contained in this section, all Board meetings shall be open to all Members, but only Board members may participate in any discussion unless other Members are authorized by the Board to participate. In such case, the Board may limit the time any such individual may speak. Notwithstanding the provisions above, the Board may adjourn any Board meeting and reconvene in an executive session and may exclude persons other than Board members for consideration of one or more of the following topics: (i) employment or personnel matters for employees of the Board or Association; (ii) legal advice from an attorney for the Board or the Association; (iii) pending or contemplated litigation; and/or (iv) pending or contemplated matters relating to enforcement of the Association's documents or rules.

4.09 Compensation. No Board member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for any

services that he or she may render to the Association as a Board member; provided, however, that a Board member may be reimbursed for expenses incurred in performance of his or her duties as a Board member to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a Board member.

4.10 Resignation and Removal. A Board member may resign at any time by delivering a written resignation to either the President or the remaining Board members. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board member may be removed at any time, for or without cause, by the affirmative vote of at least seventy-five percent (75%) of those Members present, either in person or by proxy, at a special meeting of the Members duly called for such purpose, provided that a quorum is present at the meeting.

4.11 Vacancies. If vacancies occur in the Board by reason of the death, resignation or disqualification of a Board member, the remaining Board members shall continue to act, and such vacancies shall be filled by a vote of the remaining Board members, though less than a quorum, in any way approved by such Board members at the meeting. Any vacancy in the Board occurring by reason of removal of a Board member by the Members may be filled by election at the meeting at which such Board member is removed. Any Board member elected or appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor.

4.12 Informal Action by Board Members. Any action that is required or permitted to be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Board Members.

ARTICLE V. OFFICERS

5.01 Officers. The officers of the Board shall be a President, Vice President, and Secretary/Treasurer. Officers of the Association shall be elected by the Board Members at the organizational meeting of the Board.

5.02 Tenure and Qualifications. Each Officer shall hold his or her office until his or her successor shall have been elected and qualified, or until his or her death, or until his or her resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. The President, Vice President, and Secretary/Treasurer shall be and remain Board members during the entire term of their respective offices.

5.03 The President. The President shall preside at meetings of the Board and at meetings of the Members. He or she shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that may be required of him or her.

5.04 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her.

5.05 The Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of the Association and shall maintain such books and records as the law, these Bylaws, the Declaration, or any resolution of the Board may require him or her to keep. He or she shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members or at a meeting of the Board. He or she shall perform such other duties as may be required of him or her.

ARTICLE VI. COMMITTEES

6.01 Designation of Committees. The Board may from time to time designate committees as appropriate to help in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall be comprised of Members and shall include at least one (1) Board member. No committee member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for services that he or she may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his or her duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member.

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

6.03 Quorum and Manner of Acting. At each meeting of any committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board shall act only as a committee, and the individual members thereof shall have no powers as such.

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

6.05 Vacancies. If any vacancy shall occur in any committee designated by the Board, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the

committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled by the Board at any meeting of the Board.

ARTICLE VII. INDEMNIFICATION

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

7.02 Indemnification: Association Actions. The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent, that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

7.03 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under Sections 7.01 or 7.02 hereof shall be

made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in Sections 7.01 or 7.02 hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Board members or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty-one percent (51%) of the total votes of the Association at any meeting duly called for such purpose.

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

7.05 Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Declaration, Bylaws, agreements, vote of disinterested members or Board members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Board members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board members, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.06 Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member, officer, employee, or agent of the Association, or who was, or is, serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be required by the Declaration.

7.07 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Association.

ARTICLE VIII. FISCAL YEAR AND ACCOUNTING

8.01 Fiscal Year. The fiscal year of the Association shall be determined by the Board.

8.02 Accounting. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Secretary/Treasurer. The books and accounts shall be available for inspection at the office of the Association by any unit owner or his or her authorized representative during regular business hours, as is required by then applicable law.

ARTICLE IX. RULES AND REGULATIONS

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

ARTICLE X. MISCELLANEOUS

10.01 Notices to Association and Board. All notices to the Association or the Board shall be sent care of the Registered Agent as registered with the Utah Department of Commerce, or, if there is no Registered Agent, to the principal office of the Association or to such other address as the Board may hereafter designate from time to time.

10.02 Notices to Owners.

(a) In any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board deems the notice to be fair and reasonable. A member may require the Association, by written demand, to provide notice to the member by mail. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Lot.

(c) If a Unit is jointly owned, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Lot shall be sufficient.

10.03 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the

record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

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

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

10.06 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XI. AMENDMENTS

11.01 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, or by the Declaration, these Bylaws may be amended, altered, or repealed by the vote of the Board of Trustees of the Association at any regular meeting of the Board or at a special meeting of the Board called for that purpose, provides a quorum of the Trustees is present at such meeting. These Bylaws and any amendments thereto may also be amended by a majority of the members of the Association at any regular meeting of the Association or at a special meeting of the Association called for that purpose.

IN WITNESS WHEREOF, the undersigned have executed these Bylaws this 18 day of July, 2018.

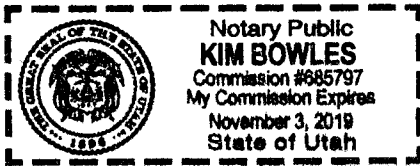
QUARRY SPRINGS CONDOMINIUM
ASSOCIATION, INC.

By: *Dal m all*

Its: *Director*

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

On the 19th day of July, 2018, personally appeared before me Daniel M. Allphin, who by me being duly sworn, did say that he/she is the Director of QUARRY SPRINGS CONDOMINIUM ASSOCIATION, INC. and that the within and foregoing instrument was signed in behalf of said corporation by authority of its Bylaws or a resolution of its Board of Trustees and said Daniel M. Allphin, duly acknowledged to me that said corporation executed the same.




NOTARY PUBLIC

EXHIBIT "C"

QUARRY SPRINGS CONDOMINIUM ASSOCIATION

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
1A	3321 Santa Fe Road	1745	1.47
1B	3323 Santa Fe Road	1602	1.47
2C	3333 Santa Fe Road	1602	1.47
2D	3335 Santa Fe Road	1745	1.47
3A	3351 Santa Fe Road	1745	1.47
3B	3355 Santa Fe Road	1602	1.47
4C	3363 Santa Fe Road	1602	1.47
4D	3365 Santa Fe Road	1745	1.47
5A	3377 Santa Fe Road	1754	1.47
5B	3379 Santa Fe Road	1754	1.47
6A	3389 Santa Fe Road	1754	1.47
6B	3390 Santa Fe Road	1754	1.47
7A	3380 Santa Fe Road	1733	1.47
7B	3378 Santa Fe Road	1752	1.47
8A	3366 Santa Fe Road	1776	1.47
8B	3364 Santa Fe Road	1688	1.47
9C	3356 Santa Fe Road	1688	1.47
9D	3354 Santa Fe Road	1776	1.47
10A	3342 Santa Fe Road	1776	1.47
10B	3340 Santa Fe Road	1688	1.47
11C	3332 Santa Fe Road	1688	1.47
11D	3330 Santa Fe Road	1776	1.47
12A	3324 Santa Fe Road	1733	1.47
12B	3322 Santa Fe Road	1752	1.47
13A	3310 Santa Fe Road	1733	1.47
13B	3308 Santa Fe Road	1752	1.47
14A	3197 Quarry Springs Dr	1674	1.47
14B	3199 Quarry Springs Dr	1754	1.47
15A	3213 Quarry Springs Dr	1745	1.47
15B	3215 Quarry Springs Dr	1602	1.47
16C	3225 Quarry Springs Dr	1602	1.47
16D	3227 Quarry Springs Dr	1745	1.47
17A	3237 Quarry Springs Dr	1674	1.47
17B	3239 Quarry Springs Dr	1754	1.47
18A	3249 Quarry Springs Dr	1674	1.47
18B	3251 Quarry Springs Dr	1754	1.47
19A	3262 Quarry Springs Dr	1733	1.47
19B	3260 Quarry Springs Dr	1752	1.47

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
20A	3250 Quarry Springs Dr	1776	1.47
20B	3248 Quarry Springs Dr	1688	1.47
21C	3240 Quarry Springs Dr	1688	1.47
21D	3238 Quarry Springs Dr	1776	1.47
22A	3222 Quarry Springs Dr	1776	1.47
22B	3220 Quarry Springs Dr	1688	1.47
23C	3210 Quarry Springs Dr	1688	1.47
23D	3208 Quarry Springs Dr	1776	1.47
24C	3041 Cedar Drive	2437	1.47
24D	3039 Cedar Drive	2357	1.47
25A	3055 Cedar Drive	2360	1.47
25B	3053 Cedar Drive	2445	1.47
26C	3304 Quarry Springs Dr	2437	1.47
26D	3302 Quarry Springs Dr	2357	1.47
27A	3314 Quarry Springs Dr	2360	1.47
27B	3312 Quarry Springs Dr	2445	1.47
28C	3340 Quarry Springs Dr	2437	1.47
28D	3338 Quarry Springs Dr	2357	1.47
29A	3350 Quarry Springs Dr	2360	1.47
29B	3348 Quarry Springs Dr	2445	1.47
30A	3368 Quarry Springs Dr	2401	1.47
30B	3366 Quarry Springs Dr	2401	1.47
31C	3357 Quarry Springs Dr	2584	1.47
31D	3359 Quarry Springs Dr	2230	1.47
32A	3347 Quarry Springs Dr	2223	1.47
32B	3349 Quarry Springs Dr	2586	1.47
33C	3331 Quarry Springs Dr	2584	1.47
33D	3333 Quarry Springs Dr	2230	1.47
34A	3321 Quarry Springs Dr	2223	1.47
34B	3323 Quarry Springs Dr	2586	1.47

ENTRY NO. 01095292

07/18/2018 11:55:49 AM B: 2471 P: 1111

Notice PAGE 1/7

SUMMIT COUNTY, UTAH RECORDER

FEE 89.00 BY QUARRY SPRINGS LLC



NOTICE OF REINVESTMENT FEE

This Notice of Reinvestment Fee is made this 16 day of July, 2018. This Notice relates to the real property comprising the Quarry Springs Condominiums located on the property identified on Exhibit "A" hereto.

RECITALS

A. The undersigned is an authorized representative of the community commonly known as Quarry Springs Condominiums located in Park City, Utah.

B. The undersigned desires to alert purchasers of the existence of a transfer fee applicable to certain sales and transfer of Units.

NOW, THEREFORE, please take notice:

1. Notice of Reinvestment Fee. Notice is hereby given that the Declaration provides, among other things, that a reinvestment fee will be charged against the Units, upon certain sales and exchanges, as further described in the Declaration, particularly Section 14.01 thereof.

2. Nature of the Reinvestment Fee.

Beneficiary of the Fee: Quarry Springs Condominium Association, Inc., c/o Equity Property Management, 1218 East 7800 South, Sandy, UT 84094. In the event the contact for the Association changes, that information will be posted with the Utah Department of Commerce.

Purpose. The burden of this Reinvestment Fee is intended to run with the land, and to bind successors in interest and assigns; the Reinvestment Fee shall be used exclusively by the Association for purposes related to the Project. This Fee precludes the imposition of an additional reinvestment fee on the Association's property.

Duration. The Fee is intended to be perpetual.

Amount. As of the date hereof, the Fee is an assessment of \$500.00 upon applicable conveyances. The Fee is subject to periodic adjustments.

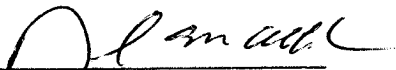
3. Full Force and Effect. The Declaration, as supplemented hereby, shall remain in full force and effect.

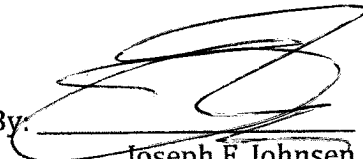
IN WITNESS WHEREOF, as of this 18 day of July, 2018, the undersigned has executed this Supplement.

QUARRY SPRINGS, LLC, a Utah limited liability company

By QS1, LLC, a Utah limited liability company, a Member and Manager

By its MEMBERS/MANAGERS

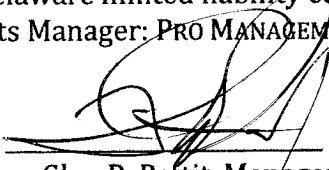
By: 
Daniel M. Allphin, Member/Manager

By: 
Joseph F. Johnsen, Member/Manager

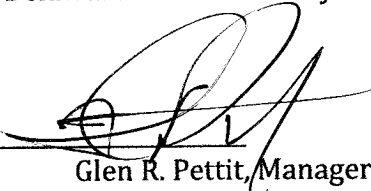
By QS INVESTMENTS, LLC, a Utah limited Liability company, a Member

By its MEMBER AND MANAGER

MEMBER:
DESERET DEVELOPMENT HOLDING COMPANY,
a Delaware limited liability company,
by its Manager: PRO MANAGEMENT-UTAH, LLC

By: 
Glen R. Pettit, Manager

MANAGER:
PRO MANAGEMENT-UTAH, LLC,
a Delaware limited liability company

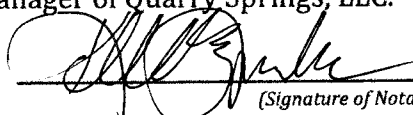
By: 
Glen R. Pettit, Manager

STATE OF UTAH

ss.

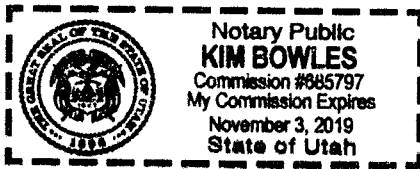
COUNTY OF SALT LAKE

On 7/18/18, 2018, before me Kim Bowles, a notary public, personally appeared Daniel M. Allphin, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as a Member and Manager, for and on behalf of QS1, LLC, which is a Member and the Manager of Quarry Springs, LLC.



(Signature of Notary)

Notary Public
Residing at SUC, UT




STATE OF UTAH

ss.

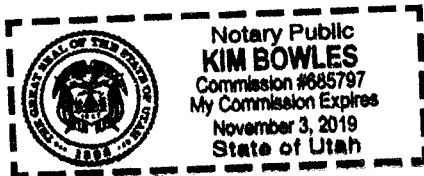
COUNTY OF SALT LAKE

On July 18, 2018, before me Kim Bowles, a notary public, personally appeared Joseph F. Johnsen, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as a Member and Manager, for and on behalf of QS1, LLC, which is a Member and the manager of Quarry Springs, LLC.



(Signature of Notary)

Notary Public
Residing at SUC, UT



STATE OF UTAH

ss.

COUNTY OF SALT LAKE

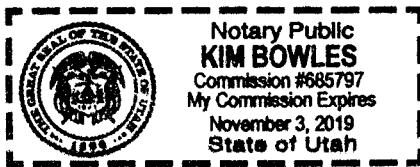
On July 18, 2018, before me Kim Bowles, a notary public, personally appeared Glen R. Pettit, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as Manager for Pro Management-Utah, LLC, which is the Manager for QS Investments, LLC.



(Signature of Notary)

Notary Public

Residing at SLC, UT




STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On July 18, 2018, before me Kim Bowles, a notary public, personally appeared Glen R. Pettit, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as Manager, for and on behalf of Pro Management-Utah, LLC, which is the Manager of Deseret Development Holding Company LLC, the sole Member of QS Investments, LLC.



(Signature of Notary)

Notary Public

Residing at SLC, UT

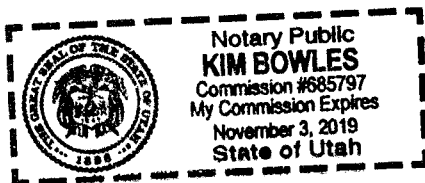


EXHIBIT "A"

Beginning at a point N 00°02' 05" E 418.55 feet, along the Section Line, and West 1520.99 feet from the East Quarter Corner of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being also on the Northwesterly Right-of-Way Line of Pinebrook Boulevard, recorded as Entry No. 478321, and the Northeasterly Boundary Line of Pinebrook Point Condominiums, Phase "A", recorded as Entry No. 480840, both in the Summit County Recorder's Office; and running thence along said Northeasterly Boundary Line the following three (3) courses: (1) Northwesterly 281.90 feet along the arc of a 168.41 ft. radius curve to the left, chord bears N 15°05'56" E 250.12 feet, (2) N 32°51'20" W 118.80 feet, (3) N 58°19'09" W 118.10 feet to the Northeasterly Corner of the Amended Plat of Cedar Ridge at Quarry Junction, recorded as Entry No. 650210 in the Summit County Recorder's Office; thence, along the Northeasterly Boundary line of said Cedar Ridge at Quarry Junction, N 41°58'14" W 591.80 feet to the Easterly Boundary Line of Parcel 2 recorded in that certain Special Warranty Deed, recorded as Entry No. 00779398 in Book 1794, Page 944 in the Summit County Recorder's Office; thence, along said Easterly Boundary Line the following three (3) courses: (1) N 62°00'00" E 260.00 feet (Deed= 260.01'), (2) N 12° 00'00" E 260.00 feet, (3) N 50°00'00" E 220.00 feet to the Southwesterly Right-of-Way Line of Interstate 80 Frontage Road (AKA Kilby Road); thence along said Southwesterly Right-of-Way Line the following four (4) courses: (.1) Southeasterly 469.94 feet along the arc of a 676.20 foot radius curve to the right, chord bears S 25°00'23" E 460.54 feet, (2) S 05°05'27" E 24.27 feet, (3) Southeasterly 387.47 feet along the arc of a 326.48 foot radius curve to the left, chord bears S 39°05'25" E 365.13 feet, (4) S 73°05'27" E 31.77 feet to the said Northwesterly Right-of-Way line of Pinebrook Boulevard; thence along said Northwesterly Right-of-Way Line the following three (3) courses: (1) S 16°54'55" W 355.13 feet, (2) Southwesterly 301.96 feet along the arc of a 375.00 foot radius curve to the right, chord bears S 39°59'00" W 293.87 feet, (3) S 63°03'06" W 136.72 (R=136.68) feet to the Point of Beginning.

LESS AND EXCEPTING THEREFROM:

Any portion of the above described land that lies within the Dedicated Right-of-Way of Cedar Drive as shown on the Dedication Plat, recorded as Entry No. 541115 in the Summit County Recorder's Office.

SS-8-B-2

EXHIBIT "C"

QUARRY SPRINGS CONDOMINIUM ASSOCIATION

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
1A	3321 Santa Fe Road	1745	1.47
1B	3323 Santa Fe Road	1602	1.47
2C	3333 Santa Fe Road	1602	1.47
2D	3335 Santa Fe Road	1745	1.47
3A	3351 Santa Fe Road	1745	1.47
3B	3355 Santa Fe Road	1602	1.47
4C	3363 Santa Fe Road	1602	1.47
4D	3365 Santa Fe Road	1745	1.47
5A	3377 Santa Fe Road	1754	1.47
5B	3379 Santa Fe Road	1754	1.47
6A	3389 Santa Fe Road	1754	1.47
6B	3390 Santa Fe Road	1754	1.47
7A	3380 Santa Fe Road	1733	1.47
7B	3378 Santa Fe Road	1752	1.47
8A	3366 Santa Fe Road	1776	1.47
8B	3364 Santa Fe Road	1688	1.47
9C	3356 Santa Fe Road	1688	1.47
9D	3354 Santa Fe Road	1776	1.47
10A	3342 Santa Fe Road	1776	1.47
10B	3340 Santa Fe Road	1688	1.47
11C	3332 Santa Fe Road	1688	1.47
11D	3330 Santa Fe Road	1776	1.47
12A	3324 Santa Fe Road	1733	1.47
12B	3322 Santa Fe Road	1752	1.47
13A	3310 Santa Fe Road	1733	1.47
13B	3308 Santa Fe Road	1752	1.47
14A	3197 Quarry Springs Dr	1674	1.47
14B	3199 Quarry Springs Dr	1754	1.47
15A	3213 Quarry Springs Dr	1745	1.47
15B	3215 Quarry Springs Dr	1602	1.47
16C	3225 Quarry Springs Dr	1602	1.47
16D	3227 Quarry Springs Dr	1745	1.47
17A	3237 Quarry Springs Dr	1674	1.47
17B	3239 Quarry Springs Dr	1754	1.47
18A	3249 Quarry Springs Dr	1674	1.47
18B	3251 Quarry Springs Dr	1754	1.47
19A	3262 Quarry Springs Dr	1733	1.47
19B	3260 Quarry Springs Dr	1752	1.47

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
20A	3250 Quarry Springs Dr	1776	1.47
20B	3248 Quarry Springs Dr	1688	1.47
21C	3240 Quarry Springs Dr	1688	1.47
21D	3238 Quarry Springs Dr	1776	1.47
22A	3222 Quarry Springs Dr	1776	1.47
22B	3220 Quarry Springs Dr	1688	1.47
23C	3210 Quarry Springs Dr	1688	1.47
23D	3208 Quarry Springs Dr	1776	1.47
24C	3041 Cedar Drive	2437	1.47
24D	3039 Cedar Drive	2357	1.47
25A	3055 Cedar Drive	2360	1.47
25B	3053 Cedar Drive	2445	1.47
26C	3304 Quarry Springs Dr	2437	1.47
26D	3302 Quarry Springs Dr	2357	1.47
27A	3314 Quarry Springs Dr	2360	1.47
27B	3312 Quarry Springs Dr	2445	1.47
28C	3340 Quarry Springs Dr	2437	1.47
28D	3338 Quarry Springs Dr	2357	1.47
29A	3350 Quarry Springs Dr	2360	1.47
29B	3348 Quarry Springs Dr	2445	1.47
30A	3368 Quarry Springs Dr	2401	1.47
30B	3366 Quarry Springs Dr	2401	1.47
31C	3357 Quarry Springs Dr	2584	1.47
31D	3359 Quarry Springs Dr	2230	1.47
32A	3347 Quarry Springs Dr	2223	1.47
32B	3349 Quarry Springs Dr	2586	1.47
33C	3331 Quarry Springs Dr	2584	1.47
33D	3333 Quarry Springs Dr	2230	1.47
34A	3321 Quarry Springs Dr	2223	1.47
34B	3323 Quarry Springs Dr	2586	1.47

ENTRY NO. 01096427

08/08/2018 01:59:34 PM B: 2474 P: 0201

Affidavit PAGE 1/7

SUMMIT COUNTY, UTAH RECORDER

FEE 89.00 BY LINCOLN W HOBBS ESQ



WHEN RECORDED RETURN TO:

LINCOLN W. HOBBS, ESQ.
HOBBS & OLSON | CARPENTER HAZLEWOOD
466 East 500 South, Suite 300
Salt Lake City, Utah 84111
Telephone: (801) 519-2555
lincoln@haolaw.com

AFFIDAVIT OF GREGORY A. CATES

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

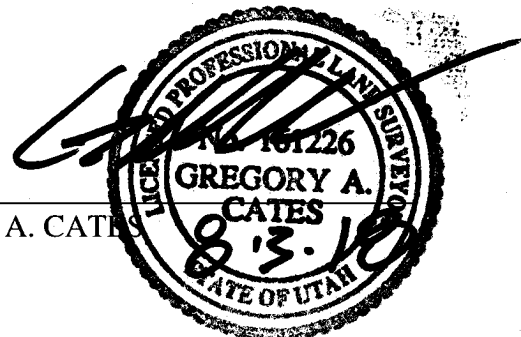
I, Gregory A. Cates, after being first duly sworn, depose and say:

1. I am a person over the age of 18 and have personal knowledge regarding the matters set forth herein.
2. I am a licensed professional land surveyor in the State of Utah, License No. 161226.
3. I was responsible for the preparation and signing of the Plat Map for Quarry Springs at Pinebrook, which was recorded with the Summit County Recorder as Entry No. 1095290 at Book 2471, Page 1054 on July 18, 2018.
4. It has come to my attention that certain of the unit numbers on the Address Table located on sheet 3 of 4 are incorrect. Several of the units identified with the letters "C" and "D" should actually be referenced by letters "A" and "B." There are no units identified as "C" or "D" in the project.
5. The note identifying the location of the units should be removed and replaced with a note that "A" units are on the left one facing the buildings.

6. An amended Address Table, which I have prepared and attached hereto, reflect the corrected Unit numbers. A copy of this Address Table has been provided to the Summit County Recorder to replace the existing Address Table on Sheet 3 of the Plat.

DATED this 3RD day of August, 2018.

GREGORY A. CATES



SUBSCRIBED AND SWORN TO before me by Gregory A. Cates, the signer of the foregoing Affidavit, who swore under penalty of perjury that he read the foregoing document, that he has personal knowledge of the matters set forth therein (except for those matters set forth on information and belief, which he believes to be true) and that the document is truthful and the matters stated therein are, to the best of his knowledge, information, and belief, true and correct.

DATED this 3rd day of August, 2018.

Tauni K. Paul
NOTARY PUBLIC

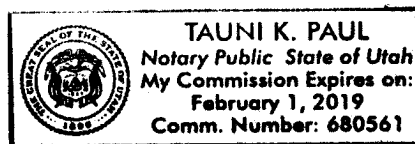


EXHIBIT "C"
(AMENDED)
QUARRY SPRINGS CONDOMINIUM ASSOCIATION

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
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1B	3323 Santa Fe Road	1303	1.47
2A	3333 Santa Fe Road	1303	1.47
2B	3335 Santa Fe Road	1474	1.47
3A	3351 Santa Fe Road	1474	1.47
3B	3355 Santa Fe Road	1303	1.47
4A	3363 Santa Fe Road	1303	1.47
4B	3365 Santa Fe Road	1474	1.47
5A	3377 Santa Fe Road	1474	1.47
5B	3379 Santa Fe Road	1474	1.47
6A	3389 Santa Fe Road	1474	1.47
6B	3390 Santa Fe Road	1474	1.47
7A	3380 Santa Fe Road	1484	1.47
7B	3378 Santa Fe Road	1484	1.47
8A	3366 Santa Fe Road	1484	1.47
8B	3364 Santa Fe Road	1402	1.47
9A	3356 Santa Fe Road	1402	1.47
9B	3354 Santa Fe Road	1484	1.47
10A	3342 Santa Fe Road	1484	1.47
10B	3340 Santa Fe Road	1402	1.47
11A	3332 Santa Fe Road	1402	1.47
11B	3330 Santa Fe Road	1484	1.47
12A	3324 Santa Fe Road	1484	1.47
12B	3322 Santa Fe Road	1484	1.47
13A	3310 Santa Fe Road	1484	1.47
13B	3308 Santa Fe Road	1484	1.47
14A	3197 Quarry Springs Dr	1474	1.47
14B	3199 Quarry Springs Dr	1474	1.47
15A	3213 Quarry Springs Dr	1474	1.47
15B	3215 Quarry Springs Dr	1303	1.47
16A	3225 Quarry Springs Dr	1303	1.47
16B	3227 Quarry Springs Dr	1474	1.47
17A	3237 Quarry Springs Dr	1474	1.47
17B	3239 Quarry Springs Dr	1474	1.47
18A	3249 Quarry Springs Dr	1474	1.47
18B	3251 Quarry Springs Dr	1474	1.47
19A	3262 Quarry Springs Dr	1484	1.47
19B	3260 Quarry Springs Dr	1484	1.47

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
20A	3250 Quarry Springs Dr	1484	1.47
20B	3248 Quarry Springs Dr	1402	1.47
21A	3240 Quarry Springs Dr	1402	1.47
21B	3238 Quarry Springs Dr	1484	1.47
22A	3222 Quarry Springs Dr	1484	1.47
22B	3220 Quarry Springs Dr	1402	1.47
23A	3210 Quarry Springs Dr	1402	1.47
23B	3208 Quarry Springs Dr	1484	1.47
24A	3041 Cedar Drive	1921	1.47
24B	3039 Cedar Drive	2245	1.47
25A	3055 Cedar Drive	2245	1.47
25B	3053 Cedar Drive	1921	1.47
26A	3304 Quarry Springs Dr	1973	1.47
26B	3302 Quarry Springs Dr	2060	1.47
27A	3314 Quarry Springs Dr	2060	1.47
27B	3312 Quarry Springs Dr	1973	1.47
28A	3340 Quarry Springs Dr	1973	1.47
28B	3338 Quarry Springs Dr	2060	1.47
29A	3350 Quarry Springs Dr	2060	1.47
29B	3348 Quarry Springs Dr	1973	1.47
30A	3368 Quarry Springs Dr	1973	1.47
30B	3366 Quarry Springs Dr	1973	1.47
31A	3357 Quarry Springs Dr	1921	1.47
31B	3359 Quarry Springs Dr	2245	1.47
32A	3347 Quarry Springs Dr	2245	1.47
32B	3349 Quarry Springs Dr	1921	1.47
33A	3331 Quarry Springs Dr	1921	1.47
33B	3333 Quarry Springs Dr	2245	1.47
34A	3321 Quarry Springs Dr	2245	1.47
34B	3323 Quarry Springs Dr	1921	1.47

0501373 QSPB-1A
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
110
SOUTH JORDAN, UT 84095

0501380 QSPB-1B
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
110
SOUTH JORDAN, UT 84095

0501397 QSPB-2A
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
110
SOUTH JORDAN, UT 84095

0501405 QSPB-2B
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
110
SOUTH JORDAN, UT 84095

0501412 QSPB-3A
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
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SOUTH JORDAN, UT 84095

0501429 QSPB-3B
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
110
SOUTH JORDAN, UT 84095

0501436 QSPB-4A
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
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SOUTH JORDAN, UT 84095

0501443 QSPB-4B
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
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SOUTH JORDAN, UT 84095

0501450 QSPB-5A
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
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SOUTH JORDAN, UT 84095

0501467 QSPB-5B
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
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SOUTH JORDAN, UT 84095

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QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
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SOUTH JORDAN, UT 84095

0501481 QSPB-6B
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWY STE
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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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SOUTH JORDAN, UT 84095

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10757 S RIVER FRONT PRKWAY STE
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SOUTH JORDAN, UT 84095

0501683 QSPB-16B
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWAY STE
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SOUTH JORDAN, UT 84095

0501690 QSPB-17A
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWAY STE
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SOUTH JORDAN, UT 84095

0501708 QSPB-17B
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWAY STE
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SOUTH JORDAN, UT 84095

Lincoln W. Hobbs
466 East 500 South
Suite 300
Salt Lake City, UT
84111

**AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR QUARRY SPRINGS**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is made as of this
8 day of August, 2018, by Quarry Springs LLC, a Utah limited liability company ("Quarry
Springs", with reference to the following:

RECITALS

- A. Quarry Springs is the Owner of real property (the "Property") located in Summit
County, Utah, which is more particularly described on Exhibit "A."
- B. On July 18, 2018 Quarry Springs caused a Declaration of Condominium to be
recorded with the Summit County Recorder as Entry No. 1095291, at Book 2471, page 1055.
The Declaration reserved the right of Quarry Springs to amend the Declaration.
- C. No Units have been conveyed and thus Quarry Springs has the right to make and
record this Amendment.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of
which is hereby acknowledged, Quarry Springs amends the Declaration as follows:

Exhibit "C" to the Declaration is replaced with the Amended Exhibit "C" attached hereto.

IN WITNESS WHEREOF, this Amendment to Declaration of Condominium for Quarry
Springs is executed as of the day and year first above written.

ENTRY NO. 01096428

08/08/2018 01:59:34 PM B: 2474 P: 0208
Declaration PAGE 1/9
SUMMIT COUNTY, UTAH RECORDER
FEE 93.00 BY LINCOLN W HOBBS ESQ




DATED this 8th day of August, 2018.

QUARRY SPRINGS, LLC, a Utah
limited liability company

By QS1, LLC, a Utah limited liability
company, a Member and Manager

By its MEMBERS/MANAGERS

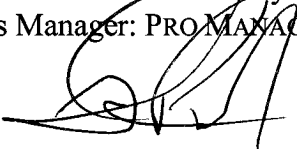
By: 
Daniel M. Allphin, Member/Manager

By: 
Joseph F. Johnsen, Member/Manager

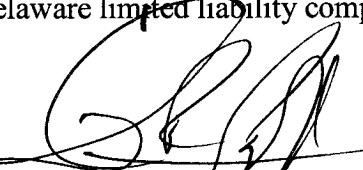
By QS INVESTMENTS, LLC, a Utah limited
Liability company, a Member

By its MEMBER AND MANAGER

MEMBER:
DESERET DEVELOPMENT HOLDING COMPANY,
a Delaware limited liability company,
by its Manager: PRO MANAGEMENT-UTAH, LLC

By: 
Glen R. Pettit, Manager

MANAGER:
PRO MANAGEMENT-UTAH, LLC,
a Delaware limited liability company

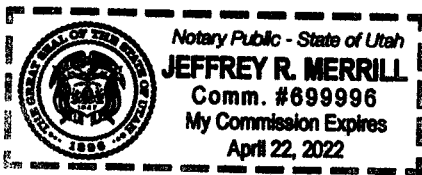
By: 
Glen R. Pettit, Manager

STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On August 8, 2018, before me JEFFREY R. MERRILL, a notary public, personally appeared Daniel M. Allphin, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as a Member and Manager, for and on behalf of QS1, LLC, which is a Member and the Manager of Quarry Springs, LLC.



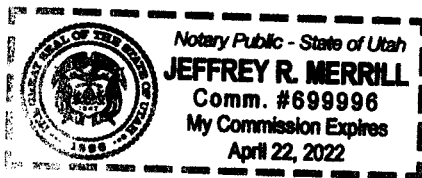
[Signature]
(Signature of Notary)
Notary Public
Residing at Salt Lake

STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On August 8, 2018, before me JEFFREY R. MERRILL, a notary public, personally appeared Joseph F. Johnsen, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as a Member and Manager, for and on behalf of QS1, LLC, which is a Member and the manager of Quarry Springs, LLC.



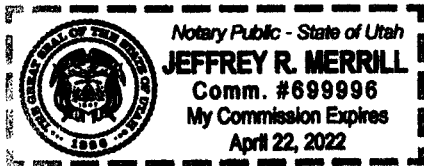
[Signature]
(Signature of Notary)
Notary Public
Residing at Salt Lake

STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On 8th August, 2018, before me JEFFREY R. MERRILL, a notary public, personally appeared Glen R. Pettit, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as Manager for Pro Management-Utah, LLC, which is the Manager for QS Investments, LLC.



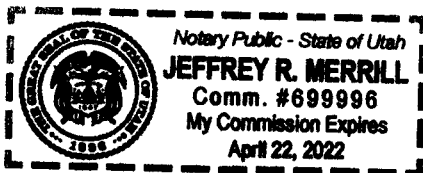
[Signature]
(Signature of Notary)
Notary Public
Residing at SLL UTAH

STATE OF UTAH

ss.

COUNTY OF SALT LAKE

On 8th August, 2018, before me JEFFREY R. MERRILL, a notary public, personally appeared Glen R. Pettit, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as Manager, for and on behalf of Pro Management-Utah, LLC, which is the Manager of Deseret Development Holding Company LLC, the sole Member of QS Investments, LLC.



[Signature]
(Signature of Notary)
Notary Public
Residing at SLL UTAH

EXHIBIT "C"
(AMENDED)
QUARRY SPRINGS CONDOMINIUM ASSOCIATION

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
1A	3321 Santa Fe Road	1474	1.47
1B	3323 Santa Fe Road	1303	1.47
2A	3333 Santa Fe Road	1303	1.47
2B	3335 Santa Fe Road	1474	1.47
3A	3351 Santa Fe Road	1474	1.47
3B	3355 Santa Fe Road	1303	1.47
4A	3363 Santa Fe Road	1303	1.47
4B	3365 Santa Fe Road	1474	1.47
5A	3377 Santa Fe Road	1474	1.47
5B	3379 Santa Fe Road	1474	1.47
6A	3389 Santa Fe Road	1474	1.47
6B	3390 Santa Fe Road	1474	1.47
7A	3380 Santa Fe Road	1484	1.47
7B	3378 Santa Fe Road	1484	1.47
8A	3366 Santa Fe Road	1484	1.47
8B	3364 Santa Fe Road	1402	1.47
9A	3356 Santa Fe Road	1402	1.47
9B	3354 Santa Fe Road	1484	1.47
10A	3342 Santa Fe Road	1484	1.47
10B	3340 Santa Fe Road	1402	1.47
11A	3332 Santa Fe Road	1402	1.47
11B	3330 Santa Fe Road	1484	1.47
12A	3324 Santa Fe Road	1484	1.47
12B	3322 Santa Fe Road	1484	1.47
13A	3310 Santa Fe Road	1484	1.47
13B	3308 Santa Fe Road	1484	1.47
14A	3197 Quarry Springs Dr	1474	1.47
14B	3199 Quarry Springs Dr	1474	1.47
15A	3213 Quarry Springs Dr	1474	1.47
15B	3215 Quarry Springs Dr	1303	1.47
16A	3225 Quarry Springs Dr	1303	1.47
16B	3227 Quarry Springs Dr	1474	1.47
17A	3237 Quarry Springs Dr	1474	1.47
17B	3239 Quarry Springs Dr	1474	1.47
18A	3249 Quarry Springs Dr	1474	1.47
18B	3251 Quarry Springs Dr	1474	1.47
19A	3262 Quarry Springs Dr	1484	1.47
19B	3260 Quarry Springs Dr	1484	1.47

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
20A	3250 Quarry Springs Dr	1484	1.47
20B	3248 Quarry Springs Dr	1402	1.47
21A	3240 Quarry Springs Dr	1402	1.47
21B	3238 Quarry Springs Dr	1484	1.47
22A	3222 Quarry Springs Dr	1484	1.47
22B	3220 Quarry Springs Dr	1402	1.47
23A	3210 Quarry Springs Dr	1402	1.47
23B	3208 Quarry Springs Dr	1484	1.47
24A	3041 Cedar Drive	1921	1.47
24B	3039 Cedar Drive	2245	1.47
25A	3055 Cedar Drive	2245	1.47
25B	3053 Cedar Drive	1921	1.47
26A	3304 Quarry Springs Dr	1973	1.47
26B	3302 Quarry Springs Dr	2060	1.47
27A	3314 Quarry Springs Dr	2060	1.47
27B	3312 Quarry Springs Dr	1973	1.47
28A	3340 Quarry Springs Dr	1973	1.47
28B	3338 Quarry Springs Dr	2060	1.47
29A	3350 Quarry Springs Dr	2060	1.47
29B	3348 Quarry Springs Dr	1973	1.47
30A	3368 Quarry Springs Dr	1973	1.47
30B	3366 Quarry Springs Dr	1973	1.47
31A	3357 Quarry Springs Dr	1921	1.47
31B	3359 Quarry Springs Dr	2245	1.47
32A	3347 Quarry Springs Dr	2245	1.47
32B	3349 Quarry Springs Dr	1921	1.47
33A	3331 Quarry Springs Dr	1921	1.47
33B	3333 Quarry Springs Dr	2245	1.47
34A	3321 Quarry Springs Dr	2245	1.47
34B	3323 Quarry Springs Dr	1921	1.47

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ENTRY NO. 01099457

10/04/2018 10:24:09 AM B: 2481 P: 1779

Declaration PAGE 1/10

SUMMIT COUNTY, UTAH RECORDER

FEE 97.00 BY QUARRY VILLAGE DEVELOPMENT



**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR QUARRY SPRINGS**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM is made as of this 26 day of September, 2018, by Quarry Springs LLC, a Utah limited liability company (“Quarry Springs”, with reference to the following:

RECITALS

A. Quarry Springs is the Owner of real property (the “Property”) located in Summit County, Utah, which is more particularly described on Exhibit “A.”

B. On July 18, 2018 Quarry Springs caused a Declaration of Condominium to be recorded with the Summit County Recorder as Entry No. 1095291, at Book 2471, page 1055. The Declaration reserved the right of Quarry Springs to amend the Declaration.

C. On August 8, 2018, Quarry Springs executed and recorded an Amendment to the Declaration of Condominium with the Summit County Recorder as Entry No. 1096248, at Book 2474, page 0208, which replaced the original Exhibit C to the Declaration.

D. By this amendment, Quarry Springs clarifies its intent to develop the Project in three phases, and once again replaces Exhibit C to correct minor errors in the attached Amended Exhibit C.

E. This Second Amendment consists of changes required to comply with existing statutes, regulations or requirements of any federal, state or local regulatory authority affecting the Project. Thus, the Declarant has the authority to unilaterally make these changes. In addition, the changes have all been consented to by the Owners of the three Units that have been conveyed.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Quarry Spring, LLC, the Declarant, amends the Declaration as follows:

- I. **Article 2 of the Declaration is deleted, and replaced by the following:**

II. DESCRIPTION OF PROPERTY

2.01 Type of Property. The Property is to be developed into a condominium project. The Property is divided into sixty-eight (68) Units, upon each of which will constitute a Dwelling.

2.02 Phases. The property will be developed in three phases, as reflected on the Plat Map, and as follows:

PHASE 1

Units 24A through 34B of Quarry Springs, according to the Plat thereof, recorded at the Summit County Recorders Office on the 18 day of July 2018, as Entry No. 1095290.

PHASE 2

Units 14A through 23B of Quarry Springs, according to the Plat thereof, recorded at the Summit County Recorders Office on the 18 day of July, 2018, as Entry No. 1095290.

PHASE 3

Units 1A through 13B of Quarry Springs, according to the Plat thereof, recorded at the Summit County Recorders Office on the 18 day of July, 2018, as Entry No. 1095290.

2.03 Relation to Pinebrook Master Association. The Project is located within a project known as Pinebrook. The Association has chosen to voluntarily become a member of the Pinebrook Master Association, and thus Owners within Quarry Springs will be required to

contribute assessments to the Pinebrook Master Association. In light thereof, the Owners are entitled to participate as members of that Master Association.

II. Exhibit "C" to the Declaration (as previously replaced by the First Amendment) is replaced with the Second Amended Exhibit "C" attached hereto.

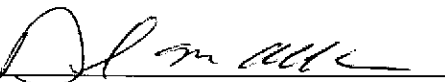
IN WITNESS WHEREOF, this Second Amendment to Declaration of Condominium for Quarry Springs is executed as of the day and year first above written.

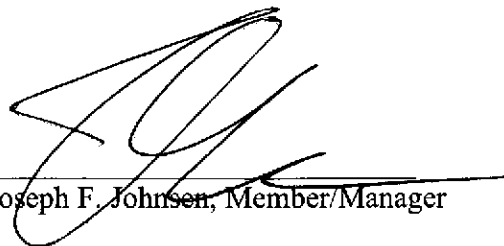
DATED this ____ day of September, 2018.

QUARRY SPRINGS, LLC, a Utah limited liability company

By QS1, LLC, a Utah limited liability company, a Member and Manager

By its MEMBERS/MANAGERS

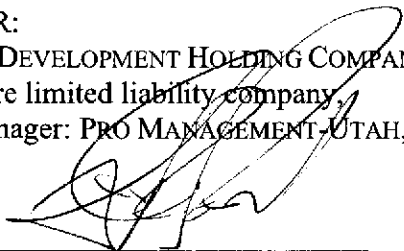
By: 
Daniel M. Allphin, Member/Manager

By: 
Joseph F. Johnsen, Member/Manager

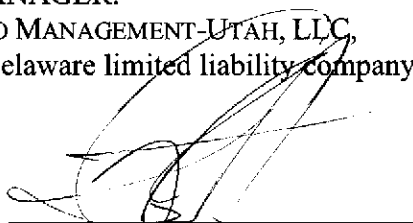
By QS INVESTMENTS, LLC, a Utah limited Liability company, a Member

By its MEMBER AND MANAGER

MEMBER:
DESERET DEVELOPMENT HOLDING COMPANY,
a Delaware limited liability company,
by its Manager: PRO MANAGEMENT-UTAH, LLC

By: 
Glen R. Pettit, Manager

MANAGER:
PRO MANAGEMENT-UTAH, LLC,
a Delaware limited liability company

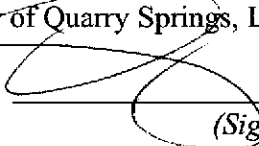
By: 
Glen R. Pettit, Manager

STATE OF UTAH

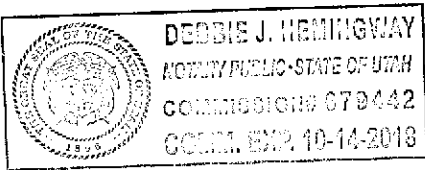
ss.

COUNTY OF SALT LAKE

On Sept. 26, 2018, before me Debbie J. Hemingway, a notary public, personally appeared Daniel M. Allphin, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as a Member and Manager, for and on behalf of QS1, LLC, which is a Member and the Manager of Quarry Springs, LLC.



(Signature of Notary)



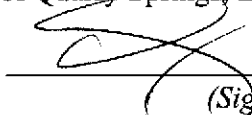
Notary Public
Residing at SLL, UT

STATE OF UTAH

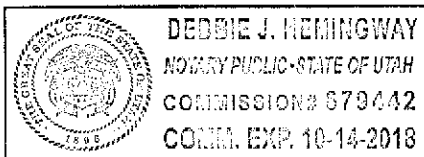
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COUNTY OF SALT LAKE

On Sept. 26, 2018, before me Debbie J. Hemingway, a notary public, personally appeared Joseph F. Johnsen, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as a Member and Manager, for and on behalf of QS1, LLC, which is a Member and the manager of Quarry Springs, LLC.



(Signature of Notary)




Notary Public
Residing at SLL, UT

STATE OF UTAH

ss.

COUNTY OF SALT LAKE

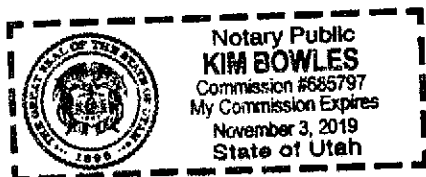
On September 26, 2018, before me Kim Bowles, a notary public, personally appeared Glen R. Pettit, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as Manager for Pro Management-Utah, LLC, which is the Manager for QS Investments, LLC.



(Signature of Notary)

Notary Public

Residing at SLC, UT



STATE OF UTAH

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COUNTY OF SALT LAKE

On September 26, 2018, before me Kim Bowles, a notary public, personally appeared Glen R. Pettit, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same, as Manager, for and on behalf of Pro Management-Utah, LLC, which is the Manager of Deseret Development Holding Company LLC, the sole Member of QS Investments, LLC.



(Signature of Notary)

Notary Public

Residing at SLC, UT

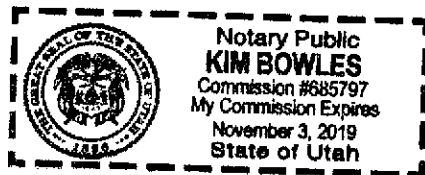


EXHIBIT "C"
(SECOND AMENDED)
QUARRY SPRINGS CONDOMINIUM ASSOCIATION

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
1A	3321 Santa Fe Road	1474	1.47
1B	3323 Santa Fe Road	1303	1.47
2A	3333 Santa Fe Road	1303	1.47
2B	3335 Santa Fe Road	1474	1.47
3A	3351 Santa Fe Road	1474	1.47
3B	3355 Santa Fe Road	1303	1.47
4A	3363 Santa Fe Road	1303	1.47
4B	3365 Santa Fe Road	1474	1.47
5A	3377 Santa Fe Road	1474	1.47
5B	3379 Santa Fe Road	1474	1.47
6A	3389 Santa Fe Road	1474	1.47
6B	3390 Santa Fe Road	1474	1.47
7A	3380 Santa Fe Road	1484	1.47
7B	3378 Santa Fe Road	1484	1.47
8A	3366 Santa Fe Road	1484	1.47
8B	3364 Santa Fe Road	1402	1.47
9A	3356 Santa Fe Road	1402	1.47
9B	3354 Santa Fe Road	1484	1.47
10A	3342 Santa Fe Road	1484	1.47
10B	3340 Santa Fe Road	1402	1.47
11A	3332 Santa Fe Road	1402	1.47
11B	3330 Santa Fe Road	1484	1.47
12A	3324 Santa Fe Road	1484	1.47
12B	3322 Santa Fe Road	1484	1.47
13A	3310 Santa Fe Road	1484	1.47
13B	3308 Santa Fe Road	1484	1.47
14A	3197 Quarry Springs Dr	1474	1.47
14B	3199 Quarry Springs Dr	1474	1.47
15A	3213 Quarry Springs Dr	1474	1.47
15B	3215 Quarry Springs Dr	1303	1.47
16A	3225 Quarry Springs Dr	1303	1.47
16B	3227 Quarry Springs Dr	1474	1.47
17A	3237 Quarry Springs Dr	1474	1.47
17B	3239 Quarry Springs Dr	1474	1.47
18A	3249 Quarry Springs Dr	1474	1.47
18B	3251 Quarry Springs Dr	1474	1.47
19A	3262 Quarry Springs Dr	1484	1.47
19B	3260 Quarry Springs Dr	1484	1.47

UNIT #	ADDRESS	SQ. FT.	PERCENTAGE
20A	3250 Quarry Springs Dr	1484	1.47
20B	3248 Quarry Springs Dr	1402	1.47
21A	3240 Quarry Springs Dr	1402	1.47
21B	3238 Quarry Springs Dr	1484	1.47
22A	3222 Quarry Springs Dr	1484	1.47
22B	3220 Quarry Springs Dr	1402	1.47
23A	3210 Quarry Springs Dr	1402	1.47
23B	3208 Quarry Springs Dr	1484	1.47
24A	3041 Cedar Drive	1921	1.47
24B	3039 Cedar Drive	2245	1.47
25A	3055 Cedar Drive	2245	1.47
25B	3053 Cedar Drive	1921	1.47
26A	3304 Quarry Springs Dr	2060	1.47
26B	3302 Quarry Springs Dr	1973	1.47
27A	3314 Quarry Springs Dr	1973	1.47
27B	3312 Quarry Springs Dr	2060	1.47
28A	3340 Quarry Springs Dr	2060	1.47
28B	3338 Quarry Springs Dr	1973	1.47
29A	3350 Quarry Springs Dr	1973	1.47
29B	3348 Quarry Springs Dr	2060	1.47
30A	3368 Quarry Springs Dr	1973	1.47
30B	3366 Quarry Springs Dr	1973	1.47
31A	3357 Quarry Springs Dr	1921	1.47
31B	3359 Quarry Springs Dr	2245	1.47
32A	3347 Quarry Springs Dr	2245	1.47
32B	3349 Quarry Springs Dr	1921	1.47
33A	3331 Quarry Springs Dr	1921	1.47
33B	3333 Quarry Springs Dr	2245	1.47
34A	3321 Quarry Springs Dr	2245	1.47
34B	3323 Quarry Springs Dr	1921	1.47

0501373 QSPB-1A
QUARRY SPRINGS LLC
10757 S RIVER FRONT PRKWAY STE
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