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WEBER CO.  
DEPUTY *Kenneth Landa*  
DEC 15 12 05 PM '02  
BY: *Harvey Hill*

EXHIBIT D

PLATTED  VERIFIED   
INDEXED  ASSOCIATED   
KENTWOOD CONDOMINIUMS

BY-LAW

ARTICLE I

PLAN OF UNIT OWNERSHIP

09-245-0001 TO 0032

1. Condominium Submission. The Property located in Weber County, Utah, has been submitted to the provisions of the Act by the Declaration recorded in the Office of the County Recorder of Weber County, Utah, simultaneously herewith, and shall hereafter be referred to as the "Condominium".

2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Project as the same may be expanded as provided in the Declaration and the use, occupancy, sale, lease or other transfer thereof. All owners of any fee or leasehold interest; all occupants or users of the Condominium, and the agents and servants of any of them are subject to the provisions of the Declaration, these By-Laws, and the Rules and Regulations.

3. Personal Application. All present and future Owners, tenants, future tenants, their guests, licensees, servants agents, employees and any other person or persons who shall be permitted to use the facilities of the Condominium, shall be subject to these By-Law and to the Rules and Regulations of the Condominium. Acquisition, rental or occupancy of any of the Condominium Units in the Condominium shall constitute an acknowledgment that such Owner, tenant or occupant has accepted and ratified, these By-Laws, the provisions of the Declaration and the Rules and Regulations and will comply with them.

4. Office. The office of the Condominium and of the Management Committee be located at the Condominium or at such other place as may be designated from time to time by the Management Committee (hereinafter sometimes called the "Committee").

ARTICLE II

ASSOCIATION

1. Composition. All of the Unit Owners, acting as a group in accordance with the Act, the Declaration and these By-Laws, shall constitute the Association. Except as to those matters which the Act specifically requires to be performed by the vote of the Unit Owners, the administration of the Condominium shall be performed by the Committee.

2. Voting. The total number of votes in the Association shall be one-hundred (100) and each Unit shall be entitled to the number of votes proportionate to the Percentage Interest assigned to such Unit in the Declaration. Since a Unit Owner may be more than one person, if only one such person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made.

forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, which is, either alone or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by the Act, the Declaration, or these By-Laws, a majority of the votes of Unit Owners present in person or represented by proxy in good standing and entitled to vote is required to adopt decisions at any meeting of the Association. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit is entitled.

3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Condominium or at such other suitable place may be designated by the committee and stated in the notice of the meeting.

4. Annual Meeting. The first annual meeting of the Association to elect the Management Committee shall be held on a date to be determined by the Declarant, which date shall be no later than ninety (90) days after Units representing ninety percent (90%) of the Percentage Interests have been legally conveyed by the Declarant to purchasers thereof or seven years after the recording of the Declaration, whichever shall first occur. Annual meeting for any other purpose than the election of the Management Committee may be held at any time on call--of the President of the Committee, by a majority of the Committee or by Unit Owners representing twenty percent (20%) of the Percentage Interest. Notice of such meeting shall be given in accordance with the provisions of Section 6 of this Article II. At such meeting the persons designated by the Declarant shall resign as members of the Committee, and all of the Owners, including the Declarant if the Declarant owns any Unit or Units, shall elect a new Committee. Thereafter, the annual meetings of the Association shall be held on the same date of each succeed in year, unless such date shall occur on a Sunday or holiday, in which event, the meeting shall be held on the next succeeding Monday which is not a holiday. At such annual meetings the Committee shall be elected by ballot of the Owners in accordance with the requirements of Section 4 of Article III, The Unit Owner's Association may transact such other business as may properly come before them at such meetings..

5. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Committee or, after all of the Committee has been elected by Unit Owners other than Declarant, upon a petition signed and presented to the Secretary by Owners having not less than twenty percent (20%) of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice meeting. It shall be the duty of the secretary to mail, by United States mail, return receipt requested, a notice of (a) each annual meeting of the Owners, at least twenty (20) days in advance of such meeting and (b) each special meeting of the owners at least ten (10) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held to each Owner of record, at the address as each Owner may have designated by notice in writing

to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

**7. Voting Requirements.** An Owner shall Be deemed to be in “good Standing” and “entitled to vote” at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all due installments of assessments made or levied against him and his Unit by the Committee as hereinafter provided, together with all interest, costs, attorney’s fees, penalties and other expenses, if any, properly chargeable to him and against his Unit at least three (3) days prior to the date fixed for such annual or special meeting.

8. **Proxies.** The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less than three (3) days before the meeting.

9. **Quorum.** Except as may otherwise be provided herein or by statute, a majority of the Owners shall constitute a quorum for the adoption of decision. If however, such quorum shall not be present or represent at any meeting, the Owners entitled to vote there at, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than forty eight (48) hours, and no later than thirty (30) days after the time set for the original meeting. No notice of such rescheduled meeting shall required. A quorum for the transaction of business at the rescheduled meeting shall be thirty percent (30%) of the Percentage Interest.
10. **Order of Business.** The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting (c) reading of minutes of preceding meetings; (d) reports of officers; (e) report of special committees, if any; (f) election of inspectors of election, if applicable; (g) election of committee members, if applicable (h) unfinished business; and (i) new business.
11. **Title to Unit.** Title to Units may be taken in the name of natural person or in the names of two or more persons, or in the names of a corporation, partnership, association or other entity capable of holding title to real property, or any combination thereof.
12. **Conduct Meeting.** The Chairman shall, or in his absence, the Vice-Chairman preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat,

### ARTICLE III

#### MANAGEMENT COMMITTEE

1. Powers and Duties. The affairs and business of the Association shall be managed by the Committee "which shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things as are not by the Act or by these By-Laws directed to be exercised and done by the Association. The Committee shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the enjoyment of the Condominium provided such Rules and Regulations shall not be in conflict with the Act, the Declaration or these By-Laws. The Committee shall delegate to one of its members the authority to act on behalf of the Committee on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Committee. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for the following:

(a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) Making assessments against Owners to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Committee, the annual assessment against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of the Condominium.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties. which supplies and equipment shall be deemed the common property of the Owners.

(e) **Collecting** the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property,

(f) Making and amending Rules and Regulations respecting the use of the Property.

(g) **Opening** of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these By-Laws, after damage or destruction by fire or other casualty,

(i) Enforcing by legal means the provisions of the Declaration, these By-Laws and the Rules and Regulations for the use

of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.

(j.) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.

(k.) Paying the cost of all services rendered to the Condominium and not billed to Owners of individual Units.

(l.) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners; their duly authorized agents or attorneys; during general business hours on working days at the times' and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon resolution of the Association, shall be audited at least once a year by an outside auditor employed by the Committee who shall not be a resident of the Condominium, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Unit in the Condominium who requests the same in writing from the Secretary,

(m) To do such other things and acts not inconsistent with the Act, the Declaration or the By-Laws or by a resolution of the Association.

2. Manager. The Committee may employ for the Condominium a professional Manager at a compensation established by the Committee, to perform such duties and services as the Committee shall authorize, including, but not limited to, the duties listed in Section 1 of this Article III. The Committee may delegate to the Manager all of the powers granted to the Committee by these By-Laws; provided that any actions by the Manager with respect to the powers set forth in paragraphs (b), (f), (g) and (i), of Section 1, of this Article III shall require the written consent of the Committee. The first Manager shall be named by the Committee. The term of any contract shall provide, *inter alia*, that such agreement may be terminated by either party without cause or a termination fee on ninety (90) days or less written notice.
3. Number of Committee Members and Initial Selection of Committee. Until the election of the Committee takes place at the first annual meeting of the Association as provided in Section 4 of Article II, the Committee shall consist of such persons as shall have been designated by the Declarant. From and after said first annual meeting, the Committee shall be composed of five (5) persons, all of whom shall be officers, directors or designees of the Declarant, Owners or spouses of Owners, or Mortgagees (or designees of Mortgagees) of Units; provided, however, that anything in these By-Laws to the contrary notwithstanding, until Units representing ninety percent (90%) of the Percentage Interest in the Project including all expansion thereof have been legally conveyed by the Declarant, the expiration of seven years from the date the Declaration is recorded, whichever first occurs, all of the members of the Committee shall be selected and designated by the Declarant. The Declarant shall have the rights in its sole discretion to replace such members as may be so selected and designated by it, and to select and designate their successors.

4. Election and Term of Office of the Committee. At the first annual meeting of the Association after ninety percent (90%) of the Percentage Interest in the Project as fully expanded have been conveyed by Declarant, five (5) members of the Committee shall be elected. The term of office of three (3) members shall be fixed at three (3) years and the term of office of two (2) members shall be fixed at two (2) years. At the expiration of the initial term of office of such respective member, each successor shall be elected at subsequent annual meetings of the Association to serve a term of three (3) years. The Committee members shall hold office until their respective successors have been elected and hold their first meeting.

5. Organization Meeting. The first meeting of the members of the Committee following the annual meeting of the Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Committee at the meeting at which such Committeemen were elected, and no notice shall be necessary to the newly elected Committee Members in order legally to constitute such meeting provided that a majority of the whole Committee shall be present thereat.

6. Regular Meetings. Regular meetings of the Committee may be held at such time and place as shall be determined, from time to time, by a majority of the Committee, but at least six (6) such meetings shall be held during each fiscal year after the first annual meeting of the Association. Notice of regular meetings of the Committee shall be given to each member; personally, by mail or by telephone, at least three (3) business days prior to the day named for such meeting.

7. Special Meetings. Special meetings of the Committee may be called by the Chairman on three (3) business days notice to each member. Such notice shall be given personally, by mail or by telephone, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Committee shall be called by the Chairman or Secretary in like manner and on like notice on the written request of at least two (2) Committeemen.

8. Waiver of Notice. Before or at any meeting of the Committee, any Committeeman may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Committeeman at any meeting of the committee shall be a waiver of notice by him of the time and place thereof. If all the Committeemen are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

9. Committee's Quorum. At all meetings of the Committee, a majority of the Committeemen shall constitute a quorum for the transaction of business, and the acts of the majority of the Committeemen present at a meeting at which a quorum is present shall be the acts of the Committee. If, at any meeting of the Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Vacancies. Vacancies in the Committee caused by any reason other than removal of a Committeeman by a vote of the Association shall be filled by vote of the majority of the remaining Committeemen, at a special meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the Committeemen present at such meeting may constitute less than a quorum of the Committee; and each person so elected shall be a Committeeman for the remainder of the term of the Committeemen so replaced and until a

a successor is elected at the next annual meeting of the Association; provided, however, that the vacancy of any Committeeman designated by the Declarant pursuant to a right of the Declarant to make such designation shall be filled by the Declarant.

II. Removal of Committeemen. A Committeeman may be removed with or without cause, and his successor elected, at any dull called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of a majority of the votes represented and voting. Any Committeeman whose removal has been proposed by the owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant as a member of the Committee may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

12. Compensation. No Committeeman shall receive any compensation from the Condominium for acting as such.

13. Conduct of Meetings. The Chairman shall preside over all meetings of the committee and the Secretary shall keep a Minute Book of the Committee recording therein all resolutions adopted by the Committee and a record of all transactions and proceedings occurring at such meetings.

14. Report of Committee. The Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

15. Fidelity Bonds. The Committee shall require that all officers, agents (including the Managing Agent) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The Premiums on such bonds shall constitute a Common Expense. The Committee shall provide a fidelity insurance coverage as required by the Declaration.

16. Dispensing with Vote. Any action by the Committee required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Committee shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Committee.

17. Liability of the Committee. The members of the Committee shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Committeemen from and against all contractual liability to others arising out of contracts made by the Committee on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Committee shall have no personal liability with respect to any contract made by them on behalf of the Owners. It is also intended that the liability of any Owner arising out of any contract made by the Committee or out of the aforesaid indemnify in favor of the members of the Committee shall limited to such proportion of the total liability there under as his Percentage Interest bears to the Percentage Interests of all of the Owners. Every agreement made by the Committee or by

the Managing Agent on behalf of the Owners shall, if obtainable, provide that the members of the Committee or the Managing Agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability there under shall be limited to such proportion of the total liability there under as his Percentage Interest bears to the Percentage Interests of all Owners. The Owners 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 by reason of the fact that he is or was a Committeeman or officer, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good Faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Owners. Notwithstanding anything contained herein to the contrary, the provisions of this paragraph 17 shall be deemed void to the extent that it is absolutely necessary in order to obtain fidelity insurance coverage as provided in the Declaration.

ARTICLE H

OFFICERS

1. Designation. The principal officers of the Condominium shall be a Chairman, a Vice Chairman, a Secretary and a Treasurer, all of whom shall be elected by the Committee. The Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the Chairman, no officer need be a member of the Committee. Two or more offices may be held by the same person, except that the Chairman shall not hold any other office.
2. Election of Officers. The officers of the Condominium shall be elected annually by the Committee at the organization meeting of each Committee and shall hold office at the pleasure of the Committee. Any vacancy in an office shall be filled by the Committee at a regular meeting or special meeting called for such purpose.
3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Committee may be removed at any time by the affirmative vote of a majority of the whole Committee, and his successor may be elected at any regular meeting of the Committee, or at any special meeting of the Committee called for such purpose.
4. Chairman. The Chairman shall be the chief executive officer; he shall preside at meetings of the Association and the Committee and shall be an ex officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of president of a stock corporation organized under the laws of the state of Utah.
5. Vice Chairman. The Vice Chairman shall, in the absence or disability of the Chairman, perform the duties and exercise the powers of the Chairman, and shall perform such other duties as the committee or the Chairman shall prescribe. If neither the Chairman



nor the Vice Chairman is able to act the Committee shall appoint a member of the Committee to do so on an interim basis.

**6. Secretary.** The Secretary shall attend all sessions of the Committee and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notice of all meetings of the Association, the Committee and committees and shall perform such other duties as may be prescribed by the Committee. The Secretary shall compile and keep current at the principal office of the Condominium, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Committee including resolutions.

**7. Treasurer.** The Treasurer shall have the custody of all funds and securities that are not under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Committee. He shall disburse funds as ordered by the Committee taking proper vouchers for such disbursements, and shall render to the Chairman and Committeemen, at the regular meetings of the Committee, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.

He shall give a bond, the premium therefor to be considered a Common Expense, in such sum, and with such surety or sureties as shall be satisfactory to the Committee for the faithful performance of the duties of his office and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control.

**8. Agreement, contract, deeds, checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Condominium for expenditures or obligations of over \$500.00 shall be executed by any two officers of the Committee or by such other person or person as may be designated by the Committee. All such instruments for expenditures or obligations of less than \$500.00 may be executed by any one officer of the Committee or by such other person as may be designated by the Committee.

**9. Compensation of Officers.** No officers shall receive any compensation from the Committee for acting as such.

#### ARTICLE V

#### FISCAL YEAR

The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31.

The fiscal year herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Association,

#### ARTICLE VI

##### AMENDMENT TO BY-LAWS

1. Amendments. Except as otherwise provided in this Section, these **By-Laws** may be modified or amended either (i) by a vote of at least sixty-seven percent (67%) of the Percentage Interest at any regular or special meeting at which a quorum is present, provided that Notice of the proposed amendment shall have been given to each owner simultaneously with the notice of such meeting, or (ii) pursuant to a written instrument duly executed by at least fifty one percent (51%) of the Percentage Interest, provided, however, that (a) **Section** of Article II, and **Section 3** of Article III, insofar as they relate to the selection of members of the **Committee by the Declarant**, (b) **Section 2** of Article II, insofar as it provides that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto. and (c) this Section I of Article VI, may not be amended without the consent in writing of the **Declarant**, so long as the Declarant shall be an Owner. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendment to the By-Laws or Rules and Regulations may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Unit or Units.
2. Recording. A modification or amendment of these By-Law may be shall become effective only if such modification or amendment is recorded in the office of the County Recorder of Weber County, Utah.
3. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Condominium and all Owners shall be bound to abide by such modification or amendment.

#### ARTICLE VII

##### NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been **duly given** if delivered personally or if sent by registered or certified U. S. Mail, return receipt requested, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary or (ii) **if to the Committee or the Manager**, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.
2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

ARTICLE VIII

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Act.

2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

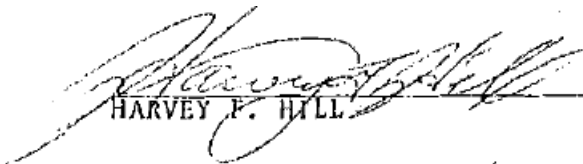
3. Severability. These By-Laws are set forth to comply with the requirements of the State of Utah. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of these By-Laws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

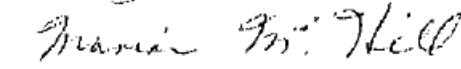
4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.


5. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

6. Gender, etc. Whenever in these By-Laws the context so requires the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, Declarant has caused these By-Laws to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

  
\_\_\_\_\_  
HARVEY F. HILL

  
\_\_\_\_\_  
MARIAN N. HILL

  
\_\_\_\_\_  
KENT H. HILL