

1752 Book # 144
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 WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
 17.00 By
 INDEXED ABSTRACT

DECLARATION OF
 PROTECTIVE COVENANTS FOR
 RIDGEVIEW SUBDIVISION

THIS DECLARATION is made this 15th day of October, 1979,
 by BANBERRY DEVELOPMENT CORPORATION, a Utah corporation (Declarant).

I. PURPOSE OF COVENANTS.

1.1 It is the intention of Declarant, expressed by its execution of this instrument, that the property within Ridgeview Subdivision be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surrounding of Ridgeview Subdivision shall be always protected insofar as it is possible in connection with the uses and structures permitted by this instrument. Declarant hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

II. DEFINITIONS.

2.1 Declarant: "Declarant" means Banberry Development Corporation, together with its successors and assigns.

2.2 Property: "Property" means that certain real property located in Summit County, Utah, described in Exhibit "A" attached hereto.

2.3 Building: "Building" means any building constructed on the Property.

2.4 Lot: A "Lot" shall mean any parcel of property shown as such on the recorded Subdivision plat.

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2.5 Subdivision: "Subdivision" shall mean Ridgeview Subdivision as recorded in the records of Summit County.

III. RIDGEVIEW HOMEOWNERS ASSOCIATION.

3.1 General Purposes and Powers: Ridgeview Homeowners Association ("Association") has been formed and incorporated as a Utah non-profit corporation constituted to perform functions as provided in this Declaration and to further the common interests of all owners of property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in this Declaration. The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers, necessary or desirable to effectuate these purposes. It shall not engage in commercial, profit making activity.

3.2 Membership in Ridgeview Homeowners Association:

All persons who own any of the lands in the Subdivision (other than lands dedicated as public roads), by whatever means acquired, shall automatically become Members of the Association, in accordance with the Articles of Incorporation and Bylaws of said Association as presently in effect and as the same may be duly amended from time to time and also filed or recorded in the Summit County records.

IV. ARCHITECTURAL COMMITTEE.

4.1 Architectural Committee: The Architectural Committee shall consist of three members. The Committee shall consist of two members selected by Declarant with the one remaining membership being selected by the Ridgeview Homeowners Association. At such time as 90% of the lots are sold or in five years, whichever comes first, Declarant's memberships shall pass to the Homeowners Association. Said Architectural Committee shall have and exercise all of the powers, duties and responsibilities set out in this instrument.

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4.2 Approval by Architectural Committee: No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, bridges, antennae, flag poles, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the Subdivision, nor shall any excavating, alteration of any stream, clearing, removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications therefor are approved by the Architectural Committee prior to the commencement of such work. Plans for dwelling houses and garages must be prepared by a licensed architect. A fee of \$50.00 shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements costing less than \$500.00 shall be submitted as directed to the Architectural Committee for approval but the fee of \$50.00 shall not be required. The Architectural Committee shall consider the materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, location with respect to topography, finished grade elevations and harmony of landscaping with the natural setting. The complete architectural plans and specifications must be submitted in duplicate and must include at least four different elevation views. One complete copy of plans and specifications shall be signed for identification by the owner and left with the Architectural Committee. In the event the Architectural Committee fails to take any action within 45 days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any plans, the person submitting such plans may appeal the matter at the next annual or special meeting of the Members of the Association, where an affirmative vote of at least two-thirds of the membership shall be required to change the decision of the Architectural Committee.

4.3 Variances: Where circumstances, such as topography, hardship, location of property lines, location of

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streams or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the architectural covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

4.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures with relation to external design, materials, color, siting, height, topography, grade and finished group elevation.

All external construction materials used for external walls and chimneys must be of natural wood or natural stone with the below-limited use of brick and approved stucco. Log homes or split log homes shall not be allowed in the Subdivision. The use of aluminum, plywood, T-111, pressed board, or cinderblock as an external finishing material shall be prohibited. Brick or approved stucco may be used but only if less than 25% of the external surface area per side of structure is covered by brick or approved stucco. Paint and stain colors on external surfaces must be earth tone. All bright or brilliant colors are prohibited. Roofing materials of natural wood shake are encouraged. Non-architectural grade asphalt or tile shingles are prohibited. Tar and gravel roofs are prohibited. Homes must be designed using energy-efficient materials such as high rating insulation and double-pane or insulated windows. Energy-efficient heating systems are to be encouraged.

4.5 Preliminary Approvals: Persons who anticipate constructing improvements on lands within the Subdivision, whether they already own lands or are contemplating the purchase of such lands, may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan, together with sufficient general information on all aspects that will be required to be in the complete plans and specifications

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to allow the Architectural Committee to act intelligently to give an informed and preliminary approval or disapproval. The Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval.

4.6 Plans. The Architectural Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

4.7 Architectural Committee Not Liable: The Architectural Committee shall not be liable in damages to any person submitting any plans for approval, or to the Association or to any owner or owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

4.8 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five years after approval or disapproval.

V. GENERAL RESTRICTIONS ON ALL PROPERTY.

5.1 Zoning Regulations: No lands within the Subdivision shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

5.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand,

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rock and earth shall ever be permitted on the surface of the Property.

5.3 No Business Uses: The Lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved and residential Buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial or business purposes, provided, however, that nothing in this Paragraph 5.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model, property management office or rental office, or (b) any owner or his duly authorized agent from renting or leasing said owner's residential Building for residential uses from time to time, subject to all of the provisions of this Declaration.

5.4 Restriction on Signs: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

5.5 Restriction on Animals: No animals other than ordinary household pets shall be kept or allowed to remain on any of the Property unless and until written authorization is obtained from the Board of Trustees of the Association. The Board of Trustees, in its sole discretion, shall have the right at any time in its sole discretion, to revoke any authorization given and shall additionally have the power to require any owner,

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lessee or person in possession of lands in the Subdivision to remove any animal or pet which is kept in violation of this restriction or any animal or household pet which is not disciplined or which constitutes an undue annoyance to other owners or lessees of land in the Subdivision.

5.6 No Resubdivision: No Lot shall be resubdivided and no Building shall be constructed or allowed to remain on any tract that comprises less than one full lot.

5.7 Underground Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines 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.

5.8 Service Yards: All clothes lines, equipment, service yards or storage piles on any Lot in the Property shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads and areas surrounding the Property.

5.9 Maintenance of Property: Landscaping, approved by the Architectural Committee, shall be installed by the first July 15th calendar date following the occupancy of the dwelling house erected on the Lot. All landscaping, all property and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive, thriving and sightly condition and in good repair.

5.10 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

5.11 No Cesspools or Septic Tanks: No cesspools or septic tanks shall be permitted on any Property. Any other type of sewage disposal system shall be installed only after approval by the Architectural Committee and all governmental health authorities having jurisdiction.

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5.12 No Hazardous Activities: No activities shall be conducted on any Property and no improvements constructed on any Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property; and no open fires shall be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

5.13 No Unsightliness: No unsightliness shall be permitted upon the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles, objects and conditions shall be appropriately screened from view; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain unenclosed upon the Property; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the Property; (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the Property; (e) refuse, garbage and trash shall be placed and kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted if visible from Buildings, Lots or areas surrounding the Property.

5.14 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices; and no odors shall be emitted from any Lot or Property which are noxious or offensive to others.

5.15 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of

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this Declaration or which shall unreasonably restrict the use of any Lot by the owner thereof.

VI. RESTRICTIONS ON LOTS.

6.1 Number and Location of Buildings: No Buildings or structures shall be placed, erected, altered or permitted to remain on any Lot other than one single family dwelling house, and one garage together with related non-residential structures and improvements of the types described in Section 4.2 hereof. Each Lot must be improved with a garage with at least a two-car capacity at the time of construction of the dwelling house on the Lot.

The building sites for all such Buildings and structures shall be approved by the Architectural Committee. In approving or disapproving the building sites, the Architectural Committee shall take into consideration the locations with respect to topography and finished grade elevations and the effect thereof on the setting and surroundings of the Subdivision.

6.2 Residence Floor Area: The residence structure which may be constructed on a Lot in the Property shall have a minimum living floor area, exclusive of garages, balconies, porches and patios of 2,000 square feet for a one floor structure and a minimum of 2,400 total square feet for split entry and two story homes.

6.3 Dwelling House to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot except as otherwise specifically permitted by the Architectural Committee. All construction and alteration work shall be prosecuted diligently, and each Building, structure, or improvement which is commenced on any Lot shall be entirely completed within 18 months after commencement of construction.

6.4 Setbacks: All Buildings and structures on all Lots shall be set back at least 12 feet from the side lot lines, 20 feet from the rear lot line and a minimum of 25 feet from the front lot line. The "Front Lot Line" is defined to mean that Lot

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Line of a Lot abutting on a dedicated road. In the event a Lot abuts on more than one of such roads, the owner or owners of such Lot shall be required to set back a minimum of 20 feet from each dedicated road.

6.5 Height Limitations: No buildings shall be erected to a height greater than 28 feet nor less than 16 feet, measured from natural or unmodified grade at the building site to the highest point of the roof. This measurement applies to all elevations of the building, the intent being that buildings will conform with and reflect the natural contour of the land.

6.6 Towers and Antennae: No Towers, and no exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae shall be allowed or permitted to remain on any Lot.

6.7 Used or Temporary Structures: No used or previously erected or temporary house or structure and no house trailer, mobile home, camper or non-permanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion and the issuance of a certificate of occupancy by the City of Park City.

6.8 Fences: It is the general intention that all perimeter fencing within the Property have a continuity of appearance in keeping with the setting and surroundings of the Property. The term "perimeter fencing" is defined to mean fences along or near Lot lines or fencing not connected with a building or structure. All perimeter fencing shall be of a type specified by the Architectural Committee. No fence shall be allowed to be constructed or remain across a stream on the Property. Interior fences, screens or walls which are associated or connected with a Building or structure may be of such design, material and height as may be approved by the Architectural Committee.

6.9 Flashings and Roof Gutters: Flashing or roof gutters or other metal fittings on the exterior of Buildings shall be painted to match adjacent materials on Buildings.

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VII. ENFORCEMENT.

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Association or Lots shall be enforceable by Declarant or by any owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity or property of a person or entity other than the Association or Declarant shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

7.2 Protection of Encumbrances: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat or render invalid the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration and any Supplemental or Amended Declaration except only that non-continuing violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

7.3 Limited Liability: Neither Declarant, the Association, the Board of Trustees of the Association, the Architectural Committee nor any member, agent or employee of any

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of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

VIII. GENERAL PROVISIONS.

8.1 Duration of Declaration: Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of 50 years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until January 1, 2029 A.D., provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than two-thirds of the Lots then subject to this Declaration as aforesaid.

8.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded

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2/3
of 70 Lots

prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

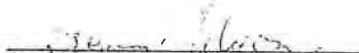
8.3 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

8.4 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

8.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

IN WITNESS WHEREOF, Banberry Development Corporation has executed this Declaration the day and year first above written.


BANBERRY DEVELOPMENT CORPORATION,
a Utah Corporation



Gregory P. Nelson, President

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On the 15th day of October, 1979, personally appeared before me Gregory P. Nelson, who, being by me duly sworn did say that he is the President of Banberry Development Corporation, a Utah Corporation, and that the within and foregoing Declaration of Protective Covenants for Ridgeview Subdivision was signed in behalf of said corporation by authority of the unanimous written consent of all the Directors of its Board of Directors, and said Gregory P. Nelson duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



NOTARY PUBLIC
Residing at: Scott Lake

My Commission Expires:
February 26, 1981

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EXHIBIT 'A'

TO DECLARATION OF PROTECTIVE COVENANTS
FOR RIDGEVIEW SUBDIVISION

The land referred to in this report is situated in the
County of Summit, State of Utah, and is described as follows:

Beginning at the East Quarter Corner of Section 5,
T2S, R4E, S.L.B.&M. and running thence along the
center section line N. 89°57'58" W. 808.27 feet;
thence N. 6°30' E. 42.53 feet to a point of a
527.00 foot radius curve to the left, the radius
point of which bears N. 83°30' W. 527.00 feet;
thence Northwesterly along the arc of said curve
271.34 feet to a point of tangency; thence N.
23°00' W. 158.95 feet to a point of a 403.00 foot
radius curve to the right, the radius point of
which bears N. 67°00' E. 403.00 feet; thence
Northwesterly along the arc of said curve 59.79
feet to a point of tangency; thence N. 14°30' W.
238.25 feet to a point of a 473.00 foot radius to
the right, the radius point of which bears N.
75°30' E. 473.00 feet; thence Northeasterly along
the arc of said curve 606.77 feet to a point of
tangency; thence N. 59°00' E. 128.73 feet; thence
N. 0°09'19" E. 332.91 feet; thence S. 89°49'03" E.
662.06 feet to a point on the East line of said
Section 5, thence along section line S. 0°09'43" W.
1662.82 feet to the point of beginning.

Contains 32.444 acres.

Also known as Lots No. 1 through 70, Ridgeview
Subdivision according to the official plat thereof.
Said Subdivision was recorded in Summit County,
Utah, on September 25, 1979, as Document No. 159647.

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BYLAWS OF
RIDGEVIEW HOMEOWNERS ASSOCIATION, INC.

A Utah Nonprofit Corporation

ARTICLE 1

PLAN OF SUBDIVISION

1.1 Name and Location. The name of the owners association ("Association") is RIDGEVIEW HOMEOWNERS ASSOCIATION, INC. The principal office of the Association shall be in Summit County, Utah.

1.2 Application to Subdivision. The provisions of these Bylaws are applicable to that certain tract of real property situated in Park City, Summit County, Utah, commonly known as RIDGEVIEW SUBDIVISION. All present and future Owners are subject to the regulations set forth in these Bylaws, in the Articles of Incorporation for the Association, and in the Declaration Of Protective Covenants for Ridgeview Subdivision, a Utah Subdivision ("Declaration") recorded or to be recorded in the office of the Summit County Recorder, and applicable to the Subdivision. The mere acquisition of any Lot in the Subdivision or the mere act of occupancy of any Residence on any Lot will signify that these Bylaws are accepted, ratified, and will be observed.

1.3 Meaning of Terms. Unless otherwise specifically provided herein, the definitions contained in the Declaration are incorporated in these Bylaws by reference.

ARTICLE 2

MEMBERSHIP, MEETINGS AND VOTING RIGHTS

2.1 Classes of Members. The Association shall have one (1) class of voting membership established according to the Articles.

2.2 Voting Requirements. Except when otherwise expressly provided in the Declaration, the Articles or these Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power of the Association. Except as otherwise specifically stated in the Articles or the Declaration, the vote of at least fifty-one percent (51%) 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 constitute the vote of the members of the Association, or the written consent of at least fifty-one percent (51%) of the Associations membership shall be sufficient to take action without a meeting. 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 Lot of such Member as set forth in the Articles of Incorporation. If a Membership is jointly held, all or any holders thereof may attend each meeting of the Members, but any holders present at any meeting must act unanimously to cast the votes relating to their joint membership.

2.3 Quorum. The presence in person or by proxy of at least fifty-one percent (51%) of the total voting power of the Association shall constitute a quorum at any meeting duly called and noticed. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. 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 date. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

2.4 Proxies. At all meetings of the Association, each member may vote in person or by proxy. All proxies shall be in writing, signed by the Member(s) or his/their attorney duly authorized in writing, and filed with the Secretary before the appointed time of each meeting. All proxies shall be valid only for the meeting for which the proxies are given (including any reconvened meeting in the event of an adjournment), unless provided otherwise in the proxy. Every proxy shall be revocable and shall automatically cease upon

receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of the issuing member. The secretary of the meeting shall enter a record of all proxies in the minutes of the meeting.

2.5 Annual Meetings. The annual meeting of Members shall be held on the first Monday in June of each year at the hour of 7:00 p.m. beginning with the year in which the Articles of Incorporation are filed, for the purpose of electing Trustees and transaction such other business as may come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members. The annual meeting shall occur at the Subdivision or such other suitable place convenient to the Members as may be designated by the Board of Trustees.

2.6 Special Meetings. A special meeting of members of the Association may be called by the President or by the Board (upon the vote for such a meeting by a majority of a quorum of the Board). A special meeting shall be called by the Board upon receipt of a written request therefor signed by members representing not less than ten percent (10%) of the total voting power of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

2.7 Notice and Location of Meetings. At the direction of the President, the Secretary, or the officers or persons calling a meeting, written notice of regular and special meetings shall be given to all members in the manner specified for notices under these Bylaws. Such notice shall specify the place, day, and hour of the business to be undertaken, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except in the case of an emergency, at least ten (10) days notice (but not more than fifty (50) days notice) of any meeting shall be provided prior to the meeting. Meetings of the Association shall be held within the Subdivision or at a meeting place as close thereto as possible. If mailed, notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for notice purposes. Such registered addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be his registered address for notice purposes.

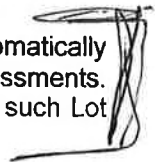
2.8 Adjournment. In the absence of a quorum at a meeting of the members of the Association, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. .

2.9 Action Without Meeting. Any action which may be taken at a meeting of the Association's members may be taken without a meeting if a consent, in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof.

2.10 Rules at Meetings. Except as otherwise provided in these Bylaws, the Articles or the Declaration, all meetings of the Association's members shall be governed by Roberts Revised Rules of Order. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

2.11 Commencement of Voting Rights. Upon purchasing a Lot in the Subdivision, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board of Trustees 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 a Lot in the Subdivision shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

2.12 Suspension of Voting Rights. Voting rights attributable to any Lot shall be automatically suspended for any period during which any Owner of such Lot is delinquent in the payment of Assessments. Any votes cast by such delinquent Owner shall be deemed void *ab initio* and the votes attributable to such Lot shall not be transferred, assigned or exercised by proxy.



ARTICLE 3

BOARD OF TRUSTEES

3.1 Number and Term of Trustees. The Board shall consist of three (3) Trustees. The initial Trustees, as identified in the Articles, or their duly elected replacements, shall serve until the first meeting of the Association; thereafter, all Trustees shall be elected and removed according to these Bylaws. Each Trustee shall hold office until the next annual meeting of the Members and until his successor shall have been elected and qualified. All Trustees shall be Members of the Association.

3.2 Election of Board of Trustees. Nominations for election to the Board of Trustees may be made from the floor at the annual meeting of the Association. Additionally, the Board may appoint a Nominating Committee, which shall consist of a Chairman, who shall be a member of the Board of Trustees, and two (2) or more Members of the Association. If the Board determines to appoint a Nominating Committee, the Committee shall be appointed at least ninety (90) days prior to each annual meeting of the members, to serve until the close of such annual meeting, and shall make as many nominations for election to the board of Trustees as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Elections of Board members shall be by secret written ballot. Trustees who are Lot Owners and who are delinquent in the payment of Assessments are not eligible to be elected or appointed to serve on the Board of Trustees. Any attempt to elect such a delinquent Owner to such office shall be void *ab initio*. In the event that any Owner who is a Trustee of the Association becomes delinquent during his or her term of service, such Owner shall automatically be removed from such office and the vacancy filled pursuant to the terms hereof as if the Trustee had resigned. If such removed Owner regains good standing after being removed, he or she shall not be reinstated in his or her former position, but shall be eligible to be elected again at the next duly held election.

3.3 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee may be removed with or without cause, by the affirmative vote of seventy-five (75%) of the Total Votes of the Association at a special meeting of the members duly called for such purpose.

3.4 Vacancies. If vacancies shall occur in the Board of Trustees by reason of the death, resignation, or disqualification of a Trustee, or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the Members may be filled by election at the meeting at which such Trustee is removed. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

3.5 Regular Meetings. The regular annual meeting of the Board of Trustees shall be held without notice other than that required by Section 3.6, and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution the time and place as may be designated by the Board of Trustees for the holding of additional regular meetings without other notice than such resolution.

3.6 Special Meetings. A special meeting of the Board may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place within Summit or Salt Lake County, State of Utah, as the place for holding such special meeting. Notice of the special meeting shall be given at least five (5) days prior thereto by written notice delivered personally or mailed to each Trustee at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid. Any Trustee may waive

notice of a meeting.

3.7 Quorum. The presence in person of a majority of the Trustees at any meeting of the Board shall constitute a quorum. The vote of a majority of the quorum actually present at any meeting shall constitute the vote of the Board unless expressly provided to the contrary in these Bylaws, or any future amendment thereto.

3.8 Action by Consent of Trustees. Any action which may be taken by the Board of Trustees may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action.

3.9 Adjournment; Executive Session. The Board may, with the approval of a majority of a quorum of the Trustees, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.10 Board Meetings Open to Members. Regular and special meetings of the Board shall be open to all members of the Association; provided, however, that Association members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board.

ARTICLE 4

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

4.1 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

4.1.1 To select, appoint, supervise, and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with law, and with the Articles, the Declaration and these Bylaws; and to require from them security for faithful service when deemed advisable by the Board;

4.1.2 To enforce the applicable provisions of the Declaration, Articles, these Bylaws and other instruments relating to the ownership, management and control of the Development;

4.1.3 To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish procedures and penalties for the infraction thereof, subject to approval of the membership;

4.1.4 To pay all taxes and assessments which are, or could become, a lien on any Common Area or a portion thereof;

4.1.5 To contract for casualty, liability and other insurance on behalf of the Association as required or permitted in the Declaration;

4.1.6 To cause any Common Area to be maintained and to contract for goods and/or services for any Common Area or for the Association, subject to the limitations set forth in these Bylaws;

4.1.7 To delegate its powers to committees, officers or employees of the Association, or to a management company pursuant to a written contract, as expressly authorized by these Bylaws;

4.1.8 To keep complete and accurate books and records of the receipts and expenditures of the Association (relating to the Common Area and otherwise), specifying and itemizing the maintenance and repair expenses incurred, and to prepare budgets and financial statements for the Association as required in

these Bylaws in accordance with good accounting procedures; to provide for independent audits as required by law and these Bylaws;

4.1.9 To initiate and execute disciplinary proceedings against members of the Association for violations of the provisions of the Articles, Declaration, these Bylaws and such rules as may be promulgated by the Board, in accordance with procedures set forth in these Bylaws;

4.1.10 To fix and collect regular and special assessments according to the Declaration and these Bylaws, and, if necessary, to record a notice of assessment and foreclose the lien against any Unit for which an assessment is not paid within thirty (30) days after the due date, or bring an action at law against the Owner personally obligated to pay such assessment;

4.1.11 To prepare and file annual tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association.

4.2 Limitation on Board's Power. Except with the vote or written assent of a majority of the voting power of the Association, the Board shall be prohibited from taking any of the following actions:

4.2.1 Incurring aggregate expenditures for capital improvements to any Common Area in any fiscal year in excess of the limits set forth in the Declaration.

4.2.2 Selling during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

4.2.3 Paying compensation to Trustees or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may cause a Trustee or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.2.4 Entering into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than one (1) year with the following exceptions:

(a) A contract with a public utility company if the rates charged for the materials or services are regulated by government authority; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;

(b) Prepaid casualty and/or liability insurance policies not to exceed three (3) years duration, provided that the policy permits for short rate cancellation by the insured;

Any agreement for professional management of the Development or any other contract providing for services by Declarant shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice and shall provide for a maximum contract term of one (1) year.

ARTICLE 5

OFFICERS

5.1 Enumeration and Term. The officers of this Association shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may, from time to time, by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board

of Trustees following each annual meeting of the members of the Association. Owners who are delinquent in the payment of Assessments are not eligible to be appointed to serve as officers of the Association. Any attempt to appoint such a delinquent Owner to such office shall be void *ab initio*. In the event that any Owner who is an officer of the Association becomes delinquent during his or her term of service, such Owner shall automatically be removed from such office and the vacancy filled pursuant to the terms hereof as if such officer had resigned. If such removed Owner regains good standing after being removed, he or she shall not be reinstated in his or her former position, but shall be eligible to be appointed again at the next duly held meeting at which officers may be appointed.

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

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

5.5 Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.6 Duties. The duties of the officers are as follows:

5.6.1 President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes. The President shall be invited to attend meetings of each committee.

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

5.6.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same.

5.6.4 Treasurer. The Treasurer shall receive and deposit, in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall co-sign all checks and promissory notes of the Association; and shall keep proper books of account and prepare or have prepared financial statements as required in these Bylaws. The duty of the Treasurer to receive and deposit funds and to sign checks in the ordinary course of Association business may be delegated to a management company as provided in these Bylaws.

5.7 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer.

ARTICLE 6

DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS

The Board shall have the power to impose monetary penalties, temporary suspensions of an Owner's rights as a member of the Association or other appropriate discipline for failure to comply with the Declaration, Articles, these Bylaws or duly enacted rules; provided that the accused shall be given notice and the opportunity to be heard by the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall include actual attorneys' fees and all costs in connection with the collection of such penalties.

ARTICLE 7

BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

7.1 Budgets and Financial Statements. Financial statements and pro forma operating budgets for the Association shall be regularly prepared (at least annually) and copies shall be distributed to each member of the Association. All books and records shall be audited at least annually.

7.2 Fiscal Year. The fiscal year of the Association shall be as designated by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.3 Inspection of Association's Books and Records. The membership register, books of account, vouchers authorizing payments, and minutes of meetings of the members, of the Board, and of committees of the Board of the Association shall be made available for inspection and copying by any member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within or near the Development as the Board shall prescribe. Such inspection may take place of weekdays during normal business hours, following at least forty-eight (48) hours written notice to the Board by the Member desiring to make the inspection. Any member desiring copies of any document shall pay the reasonable cost of reproduction. Every Trustee shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents.

ARTICLE 8

AMENDMENT OF BYLAWS

Except as otherwise provided in the Act, the Declaration or these Bylaws, these Bylaws may be amended, altered or repealed and new bylaws may be made and adopted by the Members at any time and in any manner by the vote or written assent of at least fifty-one (51%) percent of the Total Votes of the Association.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 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 of Trustees, and with copies of all amendments and revisions thereof.

9.2 Indemnity of Officers and Trustees. To the maximum extent permitted by law, each Trustee and officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him by judgment or settlement in connection with any proceeding to

which he may be a party, or in which he may become involved, by reason of his being or having been a Trustee or officer of the Association, except in cases of fraud, gross negligence or bad faith of the Trustee or officer in the performance of his duties.

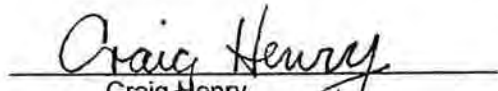
9.3 Committees. The Board may, by resolution, designate one or more committees, each of which shall include at least two (2) of the Members of the Association, and which shall have such powers to act on behalf of the Board as may be set forth in the resolution, subject to prohibitions or limitations imposed by law.

9.4 Notices. Any notice permitted or required to be given by the Act, the Articles, the Declaration or these Bylaws may be delivered whether personally or by mail or as otherwise specifically provided in the Act, the Articles, the Declaration or these Bylaws. If delivery is by mail, it shall be deemed to have been given upon deposit thereof in the United States mail, postage prepaid, addressed to each person at the current address given by such person to the Secretary of the Association.

ADOPTION OF BYLAWS

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of the Ridgeview Homeowners Association, Inc. have executed these Bylaws of the 2 day of MAY, 2006.

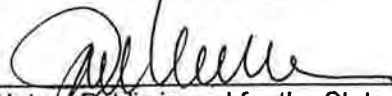

Robert McMullin

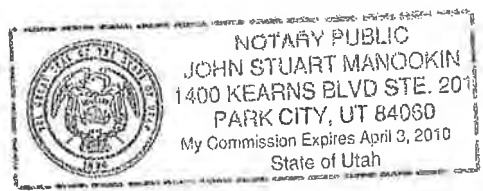

Craig Henry


Anne Hamlin

STATE OF UTAH)
 ss.
COUNTY OF SUMMIT)

On this 2 day of MAY, 2006, personally appeared before me Robert McMullin, Craig Henry, and Anne Hamlin, the signers of the within and foregoing Bylaws of Ridgeview Homeowners Association, Inc., each of whom duly acknowledged to me that he/she had executed the same.


Notary Public in and for the State of Utah
Residing at PARK CITY, UTAH
Commission expires: 4-3-2010



ARTICLES OF INCORPORATION

OF

RIDGEVIEW HOMEOWNERS ASSOCIATION, INC.
A Utah Nonprofit Corporation

KNOW ALL MEN BY THESE PRESENTS that the undersigned natural person(s), being over the age of twenty-one (21) years, and for the purpose of forming a corporation under the Utah Non-Profit Corporation and Co-operative Association Act, hereby adopt the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the Corporation (hereinafter called the "Association") is RIDGEVIEW HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

DURATION

The Association shall exist perpetually unless and until dissolved according to law.

ARTICLE III

PURPOSES OF THE ASSOCIATION

This Association is organized as a nonprofit corporation and does not contemplate the distribution of income to its members, trustees or officers, and its object is not the generation of pecuniary profit. The specific primary purposes for which it is formed are to provide for the acquisition, construction, management, operation, administration, maintenance, repair, improvement, preservation and architectural control of Association property within that certain tract of real property situated in Park City, Summit County, Utah, commonly known as RIDGEVIEW SUBDIVISION, and to promote the health, safety, welfare, recreation, education, and social interaction of all residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for such purpose, as set forth in that certain Declaration Of Covenants and Restrictions (the "Declaration") recorded or to be recorded with respect to said property in the Office of the Recorder of Summit County and as the same may be amended from time to time.

ARTICLE IV

POWERS OF THE ASSOCIATION

In furtherance of said purposes, and subject to the approval of members as required by the Declaration, the Bylaws, or by law, this Association shall have power to: (a) Perform the duties and obligations of the Association as set forth in the Declaration; (b) Fix, levy, collect and enforce Assessments and fines as set forth in the Declaration; (c) Pay all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes or governmental charges levies or impositions against the Association property; (d) Acquire (by gift, purchase or otherwise) own, hold, improve, use, build upon, operate, maintain, convey, sell, lease, exchange, transfer, dedicate for public use or otherwise dispose of

real or personal property in connection with the affairs of the Association; (e) Make contracts and incur liabilities, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; (f) Dedicate, sell, transfer, or grant easements over all or any part of any Association Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the Declaration; (g) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional property to the property managed by the Association; and (h) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Utah Non-Profit and Co-operative Association Act by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

1. Non-Stock Corporation. Participation in management and ownership of the Association shall be by membership only. The Association shall issue no stock and shall have no shareholders.

2. Membership. The Association shall have voting members. The record owner of a fee or undivided fee interest in any lot which is subject by covenants under the Declaration ("hereinafter called "Lot") shall automatically, upon becoming an Owner, be a voting member of the Association, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with these Articles of Incorporation and the Bylaws of the Association. Membership in the Association shall be mandatory and not optional and shall be appurtenant to and may not be separated from ownership of any Lot. There shall be one membership in the Association appurtenant to each of said Lots. No person or entity other than an owner of a Lot may be a member of the Association.

3. Transferred Membership Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

ARTICLE VI

MEMBERSHIP CERTIFICATES

The Association may issue certificates of Membership, but such certificates shall not be necessary to evidence Membership in the Association.

ARTICLES VII

VOTING RIGHTS

The Association shall have one (1) class of voting membership. All voting rights of the Association shall be exercised by the Members, each membership being entitled to one vote relating to the Lot appertaining to such Membership. If a membership is jointly held, any or all holders thereof may attend any meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint membership. Any designation of a proxy to act for joint holders of a Membership must be signed by all such holders. With respect to matters to be voted upon by the Members as provided in the Declaration, the voting requirements and proportions

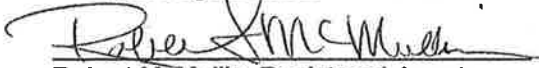
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Declaration*

shall be as set forth in the Declaration.

ARTICLE VIII

INITIAL PRINCIPAL OFFICE AND AGENT

The initial principal office of the Association shall be at 3366 Crestline Drive, Park City, Utah 84060, which office may be changed at any time by the Board of Trustees without amendment of these Articles. The initial registered agent at such address shall be Bob McMullin. The undersigned does hereby agree to act as registered agent.


Robert McMullin, Registered Agent

ARTICLE IX

BOARD OF TRUSTEES

The affairs of this Association shall be managed by a Board of Trustees, consisting of not less than three (3) nor more than nine (9) Trustees, as set by the Bylaws of the Association. The original Trustees shall be the following:

Name

Robert McMullin
3366 Crestline Drive
Park City, UT 84060

Craig Henry
3340 Crestline Drive
Park City, UT 84060

Anne Hamlin
3215 Upland Circle
Park City, UT 84060

ARTICLE X

INCORPORATOR

The name and address of the incorporator of the Association is:

Robert McMullin
3366 Crestline Drive
Park City, UT 84060

ARTICLE XI

DISSOLUTION

In the event of the dissolution, liquidation, or winding up of the Association, after paying or adequately providing for the debts and obligations of the Association, the Trustees or persons


in charge of the liquidation shall divide the remaining assets among the members of the Association in accordance with their respective rights thereto.

For the purpose of forming this Association under the laws of the State of Utah, the undersigned, as the incorporator of this Association, has executed these Articles of Incorporation on the _____ day of April, 2006.


Robert McMullin, Incorporator

STATE OF UTAH)
 ss.
COUNTY OF SUMMIT)

On this 2 day of MAY, 2006, personally appeared before me Robert McMullin, being first duly sworn on oath, deposes and says that he has read the foregoing Articles of Incorporation, knows the contents thereof, and believes the same to be true, and acknowledged to me that he executed the same.


Notary Public in and for the State of Utah
Residing at PARK CITY, UTAH
Commission expires: 4-3-2010

