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Request of McGraw  
Fee Paid JERADEAN MARTIN  
Recorder, Salt Lake County, Utah  
By [Signature] Deputy  
Ref.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS  
FOR  
APPLEGATE CONDOMINIUMS, PHASE ONE

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration", and the By-Laws which are attached hereto and made a part hereof are made and executed in Salt Lake County, Utah, this 2nd day of July, 1973, by APTCO, INC., a Utah corporation, authorized to do business in Utah, hereinafter called "Declarant", for itself, its successors, grantees and assigns, pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated Section 57-8-1, et. seq., (1953 as amended), hereinafter referred to as "Condominium Ownership Act".

WITNESSETH:

WHEREAS, Declarant is the owner of certain land located in Salt Lake County, near Salt Lake City, Utah, hereinafter referred to as the "Land" and more particularly described in Appendix A of this Declaration which is attached hereto and made a part hereof; and

WHEREAS, the aforesaid property consists of the land above-described, together with certain residential buildings and certain other improvements heretofore or hereafter to be constructed upon said premises; and

WHEREAS, Declarant has constructed or will construct residential buildings and other improvements upon the aforesaid premises in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith, consisting of 5 sheets, prepared and certified by Robert B. Jones, of Bush and Gudgell, Inc. a duly registered Utah Land Surveyor; and

WHEREAS, Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above-described real property and the said buildings and other improvements being constructed or to be constructed thereon to the provisions

BOOK 3364 PAGE 196

of the Utah Condominium Ownership Act as a condominium project known as Applegate Condominiums, Phase One; and

WHEREAS, Declarant desires and intends to sell the fee title to the individual units contained in said condominium project, together with an undivided ownership interest in the common areas and facilities appurtenant thereto, to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires and intends by filing this Declaration and the Record of Survey Map to submit the property to the provisions of the aforesaid act as a condominium property and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of said property and the owners thereof; and

WHEREAS, the Declarant intends to develop the above condominium project in phases with the first phase consisting of 172 units and the subsequent phases to be built on land contiguous with and adjacent to the land included in the first phase consisting of no more than 158 additional units, and it is Declarant's intent to subject the additional property and units as so developed into the Applegate Condominium Project by the filing of an amendment to the Declaration, or filing such supplemental declarations as are necessary to accomplish that purpose;

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this condominium project which pursuant to the provisions of Utah Code Annotated Section 57-8-10 (1953 as amended) shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Name of the condominium property:

The name by which the condominium property shall be known is  
"Applegate Condominiums, Phase One."

2. Definitions.

The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context clearly indicates a different meaning therefore:

- A. "Declarant" shall mean Aptco, Inc. a Utah corporation authorized to do business in Utah, which has made and executed this Declaration;
- B. The term "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated Section 57-8-1, et. seq. (1953 as amended);
- C. The term "condominium" shall mean and refer to the ownership of a single unit in this condominium project together with an undivided interest in common areas and facilities of the property;
- D. The term "Declaration" shall mean this instrument by which the Applegate Condominiums, Phase One is established;
- E. The term "property" shall mean and include the land, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith;
- F. The term "condominium project" shall mean and refer to the entire real estate condominium project referred to in this Declaration;
- G. The term "Map" shall mean and refer to the Record of Survey Map of Applegate Condominiums, Phase One, recorded herewith by Declarant in accordance with Utah Code Annotated Section 57-8-13 (1953 as amended);
- H. The term "unit" shall mean that part of the property owned in fee simple by unit owners for independent use and shall include the elements of the condominium property which are not owned in common with the owners of other units as shown on the Map.

I. The term "unit owner" shall mean the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in the Declaration;

J. The term "unit owners" shall mean and refer to unit owners of the Aplegate Condominiums, Phase One, and of the future phases which "Declarant" may develop, and include the original purchasers and others who may subsequently become unit owners;

K. The term "association of unit owners" shall mean and refer to all of the unit owners acting as a group in accordance with the Declaration and By-Laws;

L. The term "unit number" shall mean and refer to the number designating the unit in the Declaration and in the Record of Survey Map;

M. The terms "majority" or "majority of the unit owners" shall mean the owners of more than fifty per cent in the aggregate in interest of the undivided ownership of the common areas and facilities;

N. The term "management committee" shall mean and refer to a committee composed of persons duly elected thereto by the association of unit owners, as provided by this Declaration, and future phase as may be developed by Declarant, in accordance with the By-Laws hereto attached as Appendix C. Said committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the property;

O. The term "Manager" shall mean and refer to the person, persons or corporation selected by the management committee to manage the affairs of the condominium project;

P. The term "common areas and facilities" shall mean and refer to:

1. The above described land;

2. That portion of the condominium project not specifically included in the respective units as herein defined;

3. All foundations, columns, girders, beams, supports, main walls, roof, exterior walkways, parking areas, service streets, stalls, and social center, recreational areas and facilities, yards, gardens, fences, all installations of power, light and other utilities to the outlets, and in general all other apparatus, installations and other parts of the property necessary or convenient to the existence, maintenance and safety of the common area, or normally in common use;

4. Those common areas and facilities specifically set forth and designated as such in the Map;

5. All common areas and facilities as defined in the Act, whether or not expressly listed herein except that portion of the condominium project included in the respective units.

Q. The term "limited common areas and facilities" shall mean and refer to those common areas and facilities designated in the Declaration and the Map as reserved for use of a certain unit or units to the exclusion of the other units.

R. The term "common expenses" shall mean and refer to all expenses of administration, maintenance, repair, or replacement of the common areas and facilities; to all items, things and sums described in the Act which are lawfully assessed against the unit owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules and regulations pertaining to the condominium project as the association of unit owners or the management committee may from time to time adopt, and such determinations and agreements lawfully made and/or entered into by the management committee.

S. Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as is expressly set forth herein and made a part hereof.

3. Description of property:

A. Description of land.

That tract or parcel of land in Salt Lake County, State of Utah and more particularly described in Appendix A of this Declaration;

B. General description of buildings.

The buildings constituting the condominium are 20 in number and are built in neighborhoods as shown on the Map.

Neighborhood A will consist of 4 buildings for a total of 30 residential units.

Neighborhood B and C will each consist of 4 buildings for a total of 36 residential units in each neighborhood.

Neighborhood D will consist of 3 buildings for a total of 28 residential units.

Neighborhood E will consist of 5 buildings for a total of 42 residential units.

Each unit in the above buildings will be two-story structures, without basements. Each building is constructed of wood frame, with the exterior consisting mainly of wood. Each unit is designed for use as a single-family residence, and has the exclusive right to use and occupy a carport, and a patio which will be attached to each unit.

All other details involving the respective descriptions and locations of the buildings and a statement of the number of stories, number of units and the principal materials of which each building is or is to be constructed and other like details are set forth in the Map which is simultaneously filed of record and incorporated herein by reference.

C. Description of units.

Each unit shall consist of:

1. The space enclosed within the undecorated interior surface of its perimeter walls, floors and ceilings (being in appropriate cases the inner surfaces parallel to the roof plane, of the roof rafters, and the projections thereof) projected, where appropriate, to form a complete enclosure of space.

2. Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, and ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, tile and paneling;

3. Non-supporting interior walls;

4. Windows and doors (including the garage door) in the perimeter walls, whether located within the bounds of a unit or not, but not including any space occupied thereby to the extent located outside the bounds of the units; and

5. All utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single unit (or connecting a single unit to a main or central utility to the point of disconnection from such main or central utility) whether located within the bounds of the unit or not, but not including any space occupied thereby to the extent located outside the bounds of the unit.

6. Units forming a part of the condominium property are more particularly described in the Map, which shows graphically all the particulars of the buildings; without limiting the generality of the foregoing, the unit designations, location, approximate area and number of rooms (exclusive of minor rooms, all of which are shown on the Map) are set forth in Appendix B attached hereto.

7. Each unit has immediate access to the common areas and facilities or limited common areas and facilities contiguous to the building in which such unit is located.

8. Every contract for the sale of a unit and every other instrument affecting title to a unit may describe that unit by its identifying number or symbol as designated in the Map or Maps with the appropriate reference to the Map(s) and to the Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah, in substantially the following fashion:

Unit \_\_\_\_\_, in Building \_\_\_\_\_, as shown on the Record of Survey Map for Applegate Condominium, appearing in the records of the County Recorder of Salt Lake County, State of Utah, in Book \_\_\_\_\_,

page \_\_\_\_\_, of Platts, and as defined and described in the Declaration of Condominium for Applegate Condominium appearing in such records, in Book \_\_\_\_\_, page \_\_\_\_\_, or records.

Such description will be construed to describe the unit, together with the appurtenant undivided interest in the common areas and to incorporate all the rights incident to ownership of a unit and all the limitations on such ownership as described in this Declaration, including all appurtenant undivided interests and all rights and limitations arising as a result of any expansion of the project pursuant to paragraph 24 of this Declaration.

**D. Description of common areas and facilities.**

The common areas and facilities shall consist of all parts of the condominium property except the units. Without limiting the generality of the foregoing, the common areas and facilities shall include the following, whether located within the bounds of a unit or not:

1. All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;
2. Patios, yards, courts and driveways;
3. The roadways contained therein provided that such roadways shall cease to be part of the common areas and facilities when and if dedicated to public use with the consent of the association of unit owners and accepted by the public authority having jurisdiction;
4. Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or accessory connecting a single unit to a main or central pipe or line or system or to a pipe or line or system servicing more than a single unit;
5. All other parts of the condominium property necessary or



convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common areas and facilities in the drawings:

6. The limited common areas and facilities hereinafter described; and

7. All repairs and replacements of any of the foregoing.

E. Description of limited common areas and facilities.

Each unit owner is hereby granted as irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, which shall consist of:

1. The limited common areas and facilities (including any yard, entry, entry court, patio, patio court, and driveway located therein) contiguous to the building in which such unit is located, extending from such building to the limited common areas boundaries as shown on the drawings; and

2. All other of the common areas and facilities including but not limited to a carport, which are intended for the exclusive service of the unit, the use and occupancy of which shall in each case be limited to such unit.

4. Submission to condominium ownership:

Declarant hereby submits the above-described property, tract of land, buildings, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a condominium project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith.

5. Covenants to run with the land:

This Declaration containing covenants, conditions, and restrictions relating to the project shall be enforceable equitable servitudes and shall run with the land and this Declaration and servitudes shall be binding upon Declarant, its successors and assigns, and upon all owners or subsequent owners or subsequent owners of all or any part of the condominium project, and upon their grantees, mortgagees, successors, heirs, executors, administrators, devisees, and assigns.

6. Statement of purposes, use and restrictions:

A. Purposes. The purposes of the condominium property are to provide housing and recreational facilities for the unit owners and their respective families, tenants, guests and servants in accordance with the provisions of the Utah Condominium Ownership Act.

B. Restrictions on use. The units and common areas and facilities shall be used and occupied as follows:

1. No part of the condominium property shall be used for other than housing and the related common purposes for which the condominium property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose.

2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the association of unit owners except as is otherwise provided herein.

3. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the association of unit owners. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the common areas and facilities.

4. No unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to hang, displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the association of unit owners.

5. No animals or birds of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats and other

household pets may be kept in units, subject to the rules adopted by the association of unit owners provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the condominium property upon ten (10) days' written notice from the association of unit owners.

6. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

7. Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

8. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities, except in a patio court in such manner as not to be visible except from the unit for which such courtyard is reserved. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

9. Except in a patio court in such manner as not to be visible except from the unit for which such court is reserved, or (subject to the rules) on driveways or in other areas specifically designed and intended for such purposes, there shall be no playing, lounging or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the common areas and facilities.

10. No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any part of the condominium property except such as may be permitted by the association of unit owners and subject to the rules, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be

maintained or permitted by any unit owner on any part of the condominium property or in any unit therein, except that

(i) the Declarant may perform or cause to be performed such work as is incident to the completion of the development of the condominium property, or to the sale or lease of units owned by the Declarant;

(ii) the Declarant or its agent may place "For Sale" or "For Rent" signs on any unsold or unoccupied units and may place such other signs on the condominium property as may be required to facilitate the sale or lease of unsold units;

(iii) the association of unit owners or the management committee or its agent or representative may place "For Sale" or "For Rent" signs on any unit or on the condominium property for the purpose of facilitating the disposal of units by any unit owner, mortgagee or the association of unit owners; and

(iv) a unit owner with respect to a unit, and the association of unit owners or management committee or its agent or representative with respect to the common areas and facilities, may perform or cause to be performed any maintenance, repair or remodeling work, or other work, required or permitted by this Declaration.

7. Ownership and use:

A. Ownership of a unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Appendix B hereof.

B. Prohibition against subdivision of unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into tracts or parcels smaller than the whole unit as shown on the Map.

C. Ownership of common areas and facilities. The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in the Utah Condominium Ownership Act, nor may any unit owner otherwise waive or release any rights in the common areas and facilities; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed

to prohibit a voluntary or judicial partition of such unit ownership as between such co-owners.

D. Use of common areas and facilities. Except with respect to limited common areas, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, but subject to this Declaration, the By-Laws, which right of use shall be appurtenant to and run with his unit.

E. Interest in common areas and facilities. The percentage of interest in the common areas and facilities of each unit has been determined by the Corporation on the basis of value in accordance with the Utah Condominium Ownership Act which percentages are contained in Appendix B hereof.

F. Use of limited common areas and facilities. A unit owner's use and occupancy of the limited common areas and facilities reserved for his unit shall be subject to and in accordance with this Declaration and the By-Laws. Each unit owner shall maintain the patio and interior of any patio court, reserved for his unit, including the pavement and any plantings or other landscaping therein, and the association of unit owners shall maintain the remainder of the limited common areas and facilities.

8. Agent for service of process:

Until such time as Declarant transfers the right and responsibility to elect a management committee to the owners as provided by the By-Laws, the name and address of the person in Salt Lake County, State of Utah appointed as the agent to receive service of process in matters pertaining to the property as provided under the Utah Condominium Ownership Act is:

William O. Perry, III  
654 West 5300 South  
Murray, Utah 84107

9. Percentage of ownership and voting rights:

The percentage of ownership in the common areas and facilities of the condominium shall be for all purposes, including voting. The common expenses shall be allocated among the unit owners in accordance therewith. The percentage of ownership in the common areas and facilities shall be as set forth in Appendix B, provided

however, that Declarant shall have the right and authority to alter such percentage if and when the supplemental Declarations and the Record of Survey Maps for the subsequent phases are recorded, it being the intent that the aggregate percentage of ownership in the common areas and facilities of all phases shall equal one hundred (100) percent. For that purpose, Declarant does hereby irrevocably reserve the right, power and authority to amend or supplement this Declaration, upon said instruments creating subsequent phases being recorded. When the amendment or supplement creating the final phase has been recorded, the percentage of ownership in the common areas and facilities shall be finally fixed.

10. Easements:

A. The association of unit owners may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along on and through any portion of the common areas and facilities; and each unit owner by his acceptance of a deed to his unit agrees from time to time to execute, acknowledge, deliver, and record for and in the name of such unit owner, such instruments (with dower rights released) as may be necessary to effectuate the foregoing.

B. An easement in favor of each unit owner is hereby established, to permit such owner to attach draperies, pictures, mirrors and like decorations and furnishings to the interior surfaces of the perimeter and interior walls and ceilings.

C. Each unit shall be subject to such easement as may be necessary for the installation, maintenance, repair or replacement of any common areas and facilities located within the boundaries of such unit.

D. In the event that, by reason of the construction, reconstruction, settlement or shifting of any building, any part of the common areas and facilities encroaches or shall hereafter encroach upon any part of any unit or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities or any other unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common areas and

facilities, as the case may be, so long as all or any part of the building containing any such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any unit owner or in favor of the unit owners as owners of the common areas and facilities if such encroachment occurred due to the willful conduct of such unit owner or owners.

E. A nonexclusive easement is hereby reserved to the Declarant and to its successors and assigns:

to use the paved portion of the private street designated as Applegate Drive in the Map, for purposes of ingress to and egress from the additional property of the Declarant on foot or by vehicle, subject to the same regulations as are contained in this Declaration and in the rules; provided, however, that the management, maintenance (including snow removal), repair and replacement of said paved portion as a part of the common areas and facilities shall be entirely the responsibility of the association, which shall have sole authority in such matters exercisable in the full discretion of the association pursuant to and in accordance with this Declaration, and the Declarant and its successors and assigns shall have no responsibility or authority with respect thereto; and provided further that, in the event any building or buildings shall be constructed upon any portion of the additional property, the owner or owners of such buildings or building shall be obligated (commencing as to any such building on the date such building is occupied) to reimburse the association from time to time for a pro rata share of the cost of such maintenance, repair and replacement, in the proportion that the floor area of each such building on the additional property bears to the total floor area of the units and all such buildings on the additional property; and

to connect to any water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires, and any other utility facilities and appurtenances, over, under, along and through any portion (paved or unpaved) of the common areas and facilities occupied by the private streets designated in the Map for purposes of providing utility services of all kinds for the additional property of the Declarant hereof, without any payment or other obligation to the association of unit owners but subject to such statutes, ordinances, regulations, rules or other action that may from time to time be adopted by public authority or any utility owning or controlling any such mains, pipes, lines, wires, equipment, conduits, facilities or appurtenances.

The easement hereby reserved shall terminate:

(i) in the event the private street designated in the Map shall become a public street affording access to and from the additional property; or

(ii) in the event the additional property becomes incorporated into the condominium property.

II. Management:

The business property and affairs of Applegate Condominiums, Phase One and all subsequent phases shall be managed by a management committee consisting of five (5) members who are unit owners in the project to be elected as provided in the By-Laws. Such management committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration, the By-Laws and/or any amendments subsequently filed thereto; provided, however, that the management committee may engage the services of a professional manager and fix and pay a reasonable fee or compensation therefore. Notwithstanding anything herein contained to the contrary, Declarant at its option, may act as the management committee until the completion and sale of all units in all phases of the project, or until two years from the date of recording the final phase of the project whichever shall first occur.

The management committee shall be responsible for the control, operation and management of the project in accordance with the provisions of the Act, this Declaration and such administrative, management and operational rules, and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee.

The management committee shall have the authority to provide such facilities, in addition to those for which provision has already been made as it may deem to be in the best interest of the unit owners and to effect the necessary amendment of documents and maps in connection therewith.

The management committee shall be known by such name or designation as it, or the unit owners, at any meeting may assign.

12. Change in ownership:

Whenever there is a change of ownership of a residential unit and its appurtenant rights, for whatever reason, the management committee or the manager may require as condition to recognizing the new unit owner or owners as such, that the new unit owner or owners meet the following:



A. Furnish evidence substantiating the new ownership;

B. Sign an agreement accepting and agreeing to be bound by this Declaration, the By-Laws, and the rules and regulations and all amendments thereto.

13. Assessments:

Every unit owner shall pay his proportionate share of the common expense. Payment thereof shall be in such amounts and at such times as the management committee determines in accordance with the Act, the Declaration or the By-Laws. There shall be a lien for nonpayment of common expenses as provided by Utah Code Annotated Section 57-8-20 (1953 as amended).

In assessing unit owners or requiring them to pay for the building improvements and other improvements of the common areas and facilities following the execution of the Declaration, it is agreed that no assessment for a single improvement in the nature of capital expenditure exceeding the sum of \$2,500.00 in cost shall be made without the same having been first voted on and approved by owners of 75 per cent, or more, of the undivided interests in the common areas and facilities. The foregoing sentence shall not apply in connection with the replacement or reconstruction occasioned by fire or other casualty.

14. Destruction or damage:

In the event the condominium project is destroyed or damaged to the extent of 75 per cent or less than the value thereof, the management committee shall be responsible for repairing, rebuilding, and/or restoring the same to the condition it was in immediately prior to such destruction or damage, and the management committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event the condominium project is destroyed or damaged to the extent of more than 75 per cent of the value thereof, the association of unit owners shall, at a meeting duly called by the management committee for that purpose, determine whether or not said premises should be rebuilt, repaired, or disposed of. Unless owners representing not less than 80 per cent of the undivided interest in the common areas and facilities agree to the withdrawal of the condominium project from the provisions of the Act and to its subsequent

disposal, the premises shall be repaired, rebuilt and restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repairing, rebuilding, or restoring the condominium project shall exceed the amount realized by the management committee from the proceeds of any insurance policy or policies as herein provided, the unit owners shall contribute to such cost in relation to their percentage of undivided ownership in the common areas and facilities.

**15. Taxes:**

It is understood that under Utah Code Annotated Section 57-8-27 (1953 as amended) each unit, and its percentage of undivided interest in the common areas and facilities in the project are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes authorized by law, and that as a result thereof, no taxes will be assessed or payable against the project as such. Each unit owner will, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the common areas and the facilities.

**16. Insurance:**

The management committee shall secure and maintain the following insurance coverage on the condominium project:

A. Fire and extended coverage. A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the buildings, units and common areas and facilities, which said policy or policies shall provide for a separate loss payable in favor of the mortgagees of each unit, if any.

B. Liability coverage. A policy or policies insuring the management committee, the manager and their agents and employees, the unit owners and their lessees, tenants, or occupants against any liability to the public or to the unit owners, incident to the ownership and/or use of the condominium project, and including the personal liability exposure of the unit owners. Limits of liability under such insurance shall not be less than \$100,000.00/\$300,000.00 for bodily injury; and shall not be less than \$10,000.00 for personal damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the management committee and changed at its discretion.

Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

C. Workmen's compensation to the extent necessary to comply with any applicable laws.

D. Insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use.

E. Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the management committee or its authorized representative.

F. Each unit owner may obtain additional insurance at his own expense; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the management committee, in behalf of all the unit owners, may realize under any insurance policy which the management committee may have in force on the project at any particular time.

17. Payment of expenses:

Each unit owner shall pay the management committee his allocated portion of the cash requirement deemed necessary by the management committee to manage and operate the condominium project, including the recreational facilities thereof, upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against the management committee, and if the unit owner shall fail to pay any installment within one month of the time when the same becomes due, the owner shall pay interest thereon at the rate of ten per cent per annum from the date when such installment shall become due to the date of the payment thereof.

The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the management committee from time to time shall determine, in its judgment, is to be paid

by all the owners of condominium project then in existence to enable the management committee to pay all estimated expenses and outlays of the management committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements, recreational areas and facilities, which sum may include, among other things, the cost of management, special assessments, fire, casualty and public liability insurance premiums, common lighting, landscaping and the care of grounds, repairs and renovations to common areas and facilities, social center, recreational facilities, snow removal, wages, water and charges, legal and accounting fees, management fees, expenses and liabilities incurred by the management committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the condominium project. The management committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or become payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

That portion payable by the unit owner in and for each year or for a portion of a year shall be a sum within the limits and on the conditions hereinabove provided bearing to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, the same ratio as the unit owner owns on undivided interest in the common areas and facilities, and such assessments, together with any additional sums accruing under this Declaration shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee, and at such times as shall be provided by the management committee.

The management committee shall have discretionary powers to prescribe the manner of maintaining and operating the condominium project and to determine the cash requirements of the management committee to be paid as aforesaid by the owners under this Declaration. Every such reasonable determination by the management committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the owners, and any expenditures made by the management committee, within the bounds of the Act and this Declaration shall as against the owner be deemed necessary and properly made for such purpose.

If the owner shall at any time let or sublet the unit and shall default for a period of one month in the payment of any assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the owner occupying the unit the rent due or becoming due and payment of such rent to the management committee shall be sufficient payment and discharge of such tenant or sub-tenant and the owner to the extent of the amount so paid.

Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner plus interest at ten per cent per annum, and costs, including reasonable attorney's fees, shall become a lien upon such unit upon recordation of a notice of assessment as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

A. Tax and special assessment liens on the unit in favor of any assessment unit, and special district, and,

B. Encumbrances on the owner's interest in the

unit (and common areas and facilities) recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the management committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the management committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or encumbrancee or prospective encumbrancee of a condominium upon request at a reasonable fee not to exceed ten dollars. Unless the request for a certificate of indebtedness shall be complied within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancee holding a lien on a condominium may pay any unpaid common expenses payable with respect to such condominium and upon such payment such encumbrancee shall have a lien on such condominium for the amounts paid of the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such certificate has been so recorded, or other satisfaction thereof, the management committee shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the management committee or by a bank or trust company or title insurance company authorized by the management committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the unit owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

In the event of foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium and the plaintiff in the foreclosure action

shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The management committee or manager shall have the power to bid in the condominium at foreclosure or other sale and to hold, lease, mortgage and convey the condominium.

**18. Mortgage protection:**

Notwithstanding all other provisions hereof:

A. The liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to paragraph 17 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;

B. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

C. By subordination agreement executed by a majority of the management committee, the benefits of A and B above may be extended to mortgages not otherwise entitled thereto.

**19. Maintenance of units:**

Each unit owner at his own expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the unit

owner shall repair all injury or damages to the unit, or condominium project caused by the act, negligence or carelessness of the unit owner or that of any lessee or sub-lessee or any member of the unit owner's family or of the family of any lessee or sub-lessee or any agent, employee or guest of the owner of his lessee or sub-lessee and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the unit owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, airconditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the unit. The unit owner shall be entitled to the exclusive use and possession of the patios, carports, and storage rooms attached to his unit and shall be responsible for the maintenance and upkeep of same, provided however, that without the written permission of the management committee first had and obtained, the unit owner shall not make or permit to be made any structural alteration, improvement or addition in or to the unit, patios, carports, and storage rooms, or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located.

20. Right of entry:

The management committee and its duly authorized agents shall have the right to enter any and all of the units in case of an emergency originating in or threatening such unit or any other part of the project, whether or not the unit owner or occupant thereof is present at the time. The committee and its duly authorized agents shall also have the right to enter into any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other units in the project; and provided further, that the unit owner affected by such entry shall first be notified thereof if available and if time permits.



**21. Administrative rules and regulations:**

The management committee shall have the power to adopt and establish by resolution; such building management, and operational rules as it may deem necessary for the maintenance, operation, management and control of the project, the committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the unit owners such amendment, alteration and provision shall be taken to be a part of such rules. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the condominium.

**22. Obligation to comply herewith:**

Each unit owner, tenant, or occupant of a unit shall comply with the provisions of the Act, this Declaration, the By-Laws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the management committee or the unit owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof, shall be ground for an action by the management committee to recover any loss or damage resulting therefrom or injunctive relief.

**23. Indemnification of management committee:**

Each member of the management committee shall be indemnified and held harmless by the unit owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said committee.

**24. Expansion of the condominium project:**

**A. Additional property of the Declarant.** The Declarant is the owner in fee simple of certain real property located in Salt Lake County containing approximately 17.931 acres which adjoins the condominium property in Phase One and which is described in Appendix D and attached hereto.

B. Reservation of right to expand. Declarant hereby reserves the right to expand the condominium project to include additional units of the same general type as the units in the present project (Phase One). Such units shall be constructed on the real property referred to above. The total number of units which may be constructed on said additional property shall not exceed 158 units and the entire project including Phase One and all subsequent phases shall not exceed a total of 330 units.

C. Supplemental declarations and supplemental maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Salt Lake County, Utah, no later than five (5) years from the date this Declaration is recorded in said office, a supplement or supplements to this Declaration containing a legal description of the site or sites for new units, together with a supplemental Map or Maps containing the same information with respect to the new units as was required on the original Map with respect to the initial units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

D. Expansion of definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the project as so expanded. E.g., "real property" shall mean the real property described in Appendix A and D hereof plus any additional real property added to the project by a supplemental Declaration or by supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of units after such expansion shall be effective to transfer rights in the project, as expanded, by use of the form of description set forth in paragraph 3C hereof, with additional references to supplemental declarations and supplemental Maps. The recordation in the office of the Salt Lake County Recorder, Salt Lake City, Utah, of a supplemental Map incident to any expansion shall operate automatically to grant, transfer and convey pro tanto to then owners of units in the project as it exists before such expansion the respective undivided interests

in the new common areas added to the project as a result of such expansion, and to reduce pro tanto their percentage of interest in the condominium property as it then exists. All phases will be assigned values on the same basis, so that substantially identical units in all phases will be awarded substantially identical interests in the common areas. Such recordation shall also operate to vest in any then mortgagee of any unit in the project as it exists such interest so acquired by the owner of the unit encumbering the new common areas added to the project as a result of such expansion, and to conform the percentage interests of unit owners and mortgagees to the interests set forth in the supplemental Declaration.

E. Declaration operative on new units. The new units shall be subject to all the terms and conditions of this Declaration and of any supplemental Declarations, and the units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon filing the supplemental Maps and supplemental Declarations in the said office of the Salt Lake County Recorder.

F. Right of Declarant to adjust percentages of common areas. Each deed of a unit shall be deemed to irrevocably reserve to Declarant the power to appoint to unit owners, from time to time, the percentages in the common areas set forth in supplemental or amended Declarations. A power coupled with an interest is hereby granted to Declarant and/or David Adams, as attorney in fact to shift percentages of the common areas and facilities in accordance with supplemental or amended Declarations recorded pursuant hereto and each deed of a unit in the project shall be deemed a grant of such power of said attorney in fact. Various provisions of this Declaration and deeds and mortgages of the units may contain clauses designed to accomplish a shifting of the common areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the common areas and facilities can be accomplished.

25. Amendment:

In addition to the amendment provisions provided in paragraph 24 above, the unit owners shall have the right to amend this Declaration and/or the Map upon the approval and consent of unit owners representing not less than two-thirds (2/3) of the undivided interests in the common areas and facilities, which approval and consent shall be by duly recorded instruments.

26. Sale, leasing or other alteration:

A. Sale or lease. Any unit owner, other than the Declarant who wishes to sell or lease his ownership interest or any interest therein (or any lessee of any ownership interest wishing to assign or sublease such ownership interest) to any person shall give to the management committee, not less than thirty (30) days prior to the date of the proposed sale or lease, written notice of the terms of any proposed sale or lease, together with his name and address, the unit of which he is the owner and which is to be the subject matter of the proposed sale or lease, the name and address of the proposed purchaser or lessee, the amount deemed by him to constitute the fair market value of such ownership interest, and the amount of any liens and encumbrances thereon. The management committee acting on behalf of consenting unit owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such ownership interest or interest therein upon the same terms, which option shall expire fifteen (15) days after the date of receipt by it of such notice. If said option is not exercised by the management committee within the aforesaid option period, the owner or lessee may, upon the expiration of said option period, contract to sell or lease (or sublease or assign) such ownership interest or such interest therein to the proposed purchaser or lessee named in such notice upon the terms specified therein, but no such lease shall be made for a term of less than sixty (60) days.

B. Inter vivos gift. Any owner, other than the Declarant who wishes to make an inter vivos gift of his ownership interest or any interest therein to any person or persons other than his spouse and his lineal descendants or any one or more of them, shall give to the management committee, not less than thirty (30) days prior to the date of the proposed gift, written notice of his intent to make such gift and shall specify in said notice his name and address, the unit of which he is the owner and which is to be the subject matter of the proposed gift, the name and address of the intended donee, the contemplated date of said gift, the amount deemed by him to constitute the fair market value of such ownership interest or interest therein, and the amount of any liens and encumbrances thereon. The management committee, acting on behalf of consenting unit

owners as hereinafter provided, shall at all times have the first right and option to purchase or otherwise acquire such ownership interest or interest therein for cash at the fair market value thereof less the amount of any liens and encumbrances thereon. The management committee's option to purchase or otherwise acquire said ownership interest or interest therein shall expire fifteen (15) days after written notice is received from the owner.

C. Devise and inheritance. In the event any unit owner dies and his ownership interest or any interest therein passes by devise or under the laws of intestacy to any person or persons other than his spouse and his lineal descendants or one or more of them, the management committee, acting on behalf of consenting unit owners as hereinafter provided, shall have the first right and option (exercisable in the manner hereinafter set forth) to purchase said ownership interest or interest therein either from the devisee or devisees or the heir or heirs of the deceased unit owner or, if a power of sale is conferred by the will of any such unit owner upon the personal representative named therein, from such personal representative acting pursuant to said power, for cash at the fair market value thereof, less the amount of any liens and encumbrances thereon. Within sixty (60) days after the appointment of a personal representative of the deceased unit owner, the management committee shall give notice of this option to said devisee or devisees, heir or heirs, or personal representative, as the case may be, and shall specify therein an amount deemed by the management committee to constitute the fair market value of such ownership interest or interest therein. If the person or persons to whom such notice is given do not deem the amount so specified in said notice to be the fair market value of such ownership interest or interest therein, such person or persons may within fifteen (15) days after the service of such written notice so notify the management committee in writing and specify a different amount as the fair market value of said ownership interest or interest therein. The management committee's option to purchase or otherwise acquire said ownership interest or interest therein shall expire thirty (30) days after the date of receiving the above notice as aforesaid if the personal representative of the deceased unit owner is empowered to sell and shall expire three (3) months after said date if said

personal representative is not empowered to sell. Nothing herein contained shall be deemed to restrict the right of the management committee or its authorized representative, pursuant to authority given to it by the unit owners as hereinafter provided, to bid at any sale of the ownership interest or interest therein of any deceased unit owner which sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased unit owner's estate which contains his or her ownership interest or interest therein.

D. Involuntary sale.

1. In the event any ownership interest or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, given to the management committee not less than thirty (30) days prior to the date such person intends to take possession written notice of such intention together with his name and address, the unit purchased, and the purchase price, whereupon the management committee, acting on behalf of consenting unit owners as hereinafter provided, shall have the first right and option to purchase such ownership interest or interest therein at the same price for which it was sold at such sale, provided, however, that as to any mortgagee purchasing at such sale, the purchase price shall be the price for which it was sold at such sale, or the fair market value thereof, whichever is higher. Any mortgagee purchasing at such sale shall, if it deems said fair market value to be higher than the price for which it was sold at said sale, specify in the notice provided for hereinabove, the fair market value of such ownership interest or interest therein. Except as otherwise provided herein, if said option is not exercised by the management committee within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said unit. The management committee shall be deemed to have exercised its option if it tenders to an escrow agent selected by it the required sum of money for the account of the purchaser within said thirty (30) day period.

2. In the event any unit owner shall default in the payment

of any monies required to be paid under the provisions of any mortgage or deed of trust on or against his ownership interest, the management committee shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have, in addition to the right of subrogation resulting from such payment, a lien therefore against such ownership interest, which lien shall have the same force and effect and may be enforced in the same manner as a lien of the association of unit owners for unpaid common expenses.

E. Consummation of purchase. Any option exercisable by the management committee hereunder may be exercised within the respective option period by delivery by the management committee of written notice of such exercise to the person or persons required to sell any ownership interest or interest therein to the management committee in accordance with the provisions of paragraph 26. Any purchase effected pursuant to the provisions of paragraph 26 shall be made by the payment of purchase price by the management committee on behalf of the consenting unit owners, in return for a conveyance of the ownership interest or interest therein, subject to any liens and encumbrances thereon, to the consenting unit owners. Such conveyance and payment shall be made within twenty (20) days after the exercise of any option by the management committee on behalf of the consenting unit owners.

F. Consent of unit owners. The management committee shall not exercise any option hereinabove set forth to purchase any ownership interest or interest therein unless it shall have been authorized to do so by the affirmative vote of unit owners entitled to exercise not less than eighty (80%) per cent of the voting power and whose units are not the subject matter of such option. The management committee may bid and purchase at any sale of an ownership interest or interest therein which is held pursuant to any order or direction of a court upon the prior authorization of the consenting unit owners as aforesaid which authorization shall set forth a maximum price which the management committee is authorized to bid and pay for said ownership interest or interest therein.

G. Release, waiver and exceptions to option. Not less than

three-fourths (3/4) of the members of the management committee may, at a meeting or in writing, waive or release any of the options contained in paragraph 26 and in such event the ownership interest or interest therein which is subject to an option set forth in this paragraph 26 may be sold, conveyed, leased, given, devised or passed as contemplated in that instance without the requirements of the other paragraphs of this paragraph having been met. In addition, none of the options contained in this paragraph 26 shall be applicable to any sales, leases, or subleases or any ownership interest with respect to which the Declarant is the grantor, lessor or sublessor, respectively.

H. Evidence of termination of option. A certificate executed and acknowledged by the management committee stating that the provisions of this paragraph 26 hereinabove set forth have been met by a unit owner, or duly waived or released by the management committee, and that the rights of the management committee hereunder have terminated, shall be conclusive upon the management committee and the unit owners in favor of all persons who rely thereon in good faith, and such certificates shall be furnished upon request by the management committee to any person or persons who have in fact complied with the provisions of this paragraph 26 or with respect to whom the provisions of this paragraph 26 have been waived or released, upon payment of a reasonable charge, not to exceed Ten Dollars (\$10.00) in any instance.

I. Financing of purchase under option.

1. Acquisition of any ownership interest or interest therein under the provisions of paragraph 26 shall be made from the reserve for contingencies and replacements for the account of consenting unit owners. If said reserve is insufficient, the association of unit owners shall levy a special assessment against each consenting unit owner in the proportion which his percentage of interest in the common areas and facilities bears to the percentage of interest in the common areas and facilities of all consenting unit owners which assessment shall become a lien and be enforceable as a lien for common expenses.



2. The management committee in its discretion, may borrow money to finance the acquisition of any ownership interest or interest therein authorized by paragraph 26 provided, however, that no financing may be secured by any lien or encumbrance on any portion of the condominium property other than the ownership interest or interest therein to be acquired.

J. Title to acquired interests. Ownership interests or interests therein acquired pursuant to the terms of this paragraph 26 shall be held of record in the name of the president or other chief officer of the management committee as trustee for all consenting unit owners. Such holding shall be for the benefit of all the unit owners consenting to and participating in such acquisition. Said ownership interests or interests therein shall be sold or leased by the management committee for the benefit of such unit owners. All net proceeds of any such sale or leasing shall be deposited in the reserve fund and may thereafter be disbursed or credited at such time and in such manner as the management committee may determine for the account of such consenting unit owners.

27. Severability:

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections had not been inserted.

28. Gender.

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

29. Topical headings:

The topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or of the Declaration.

30. Effective date:

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of JULY, 1973.

APTCO, INC., DECLARANT

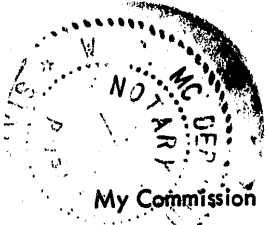
By William O. Perry III  
WILLIAM O. PERRY III - President

ATTEST:

Queen Steadman  
Secretary

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

On this 2nd day of JULY, 1973, personally appeared before me, William O. Perry III, and Gwen Steadman, who being by me duly sworn, did say that they are the president and secretary respectively of Aptco, Inc. a Utah corporation, and that the within and foregoing instrument was signed by them on behalf of said corporation by authority of a resolution of its Board of Directors and the said William O. Perry III and Gwen Steadman duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

June 7, 1975

*A. C. McDermid*  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

APPENDIX A

LAND DESCRIPTION

FOR :

APPLGATE CONDOMINIUMS, PHASE ONE

Beginning at a point North 284.86 feet and West 30.04 feet from the Southeast corner of Section 11, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 82° 23' West 474.04 feet; thence North 34° 21' West 169.89 feet; thence North 22° 00' East 347.21 feet; thence North 65° 00' West 67.60 feet to a point of a 560.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 390.95 feet to a point of tangency; thence North 25° 00' West 150.00 feet; thence North 65° 00' East 70.00 feet; thence North 139.52 feet; thence East 306.40 feet; thence North 37° 00' East 245.00 feet to a point on the Easterly and Northerly bank of a drain ditch; thence South 80° 21' 40" East along said bank of ditch 194.14 feet; thence South 64° 34' East along said bank of ditch 78.94 feet; thence South 366.87 feet; thence South 31° 00' East 69.72 feet to the West line of a Murray City Road; thence along said West line as follows: South 1° 23' 54" East 127.84 feet to a point of a 500.00 foot radius curve to the right; thence Southerly along the arc of said curve 118.995 feet to a point of a reverse curve to the left; the radius point of which is South 77° 45' 45" East 566.00 feet; thence along the arc of said curve 128.42 feet to a point of tangency; thence South 0° 45' 45" East 285.725 feet to the point of beginning.

Contains 15.023 Acres.

Also including the following:

Beginning at a point North 1101.91 feet and West 765.38 feet from the Southeast Corner of Section 11 Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence S 65° 00' West 70.00 feet to a point of a curve to the left; the radius point of which is S 65° 00' West 130.00 feet; thence Northwesterly along the arc of said curve 90.76 feet to a point of a compound curve to the left, the radius point of which is S 25° 00' West 230.00 feet; thence westerly along the arc of said compound curve 193.11 feet; thence N 23° 06' 27" West 70.00 feet; thence N 66° 53' 33" E 314.94 feet; thence N 50° 00' E 41.585 feet; thence N 31° 00' W 406.24 feet; thence N 16° 30' W 174.85 feet; thence N 71° 43' 10" E 110.185 feet; thence N 65° 13' E 129.40 feet; thence N 89° 47' 45" E 71.08 feet; thence S 76° 17' 10" E 134.45 feet; thence S 45° 06' 45" E 50.45 feet; thence S 33° 05' 30" E 221.02 feet; thence S 27° 05' 15" E 138.86 feet; thence S 31° 37' 40" E 169.79 feet; thence S 37° 00' W 245.00 feet thence West 306.40 feet; thence South 139.52 feet to the point of beginning.

Contains 8.649 Acres.

APPENDIX B

APPLEGATE CONDOMINIUMS, PHASE ONE

<u>Unit No.</u>	<u>Building No.</u>	<u>No. of Bedrooms</u>	<u>% Ownership of Common Areas</u>
100	A-1	1	.45779
101	A-1	1	.45779
102	A-1	1	.45779
103	A-1	1	.45779
104	A-1	1	.45779
105	A-1	1	.45779
106	A-1	1	.45779
107	A-1	1	.45779
108	A-1	1	.45779
109	A-2	2	.55951
110	A-2	2	.55951
111	A-2	2	.55951
112	A-2	2	.55951
113	A-2	2	.55951
114	A-2	2	.55951
115	A-3	1	.45779
116	A-3	1	.45779
117	A-3	1	.45779
118	A-3	1	.45779
119	A-3	1	.45779
120	A-3	1	.45779
121	A-4	2	.55951
122	A-4	2	.55951
123	A-4	2	.55951
124	A-4	2	.55951
125	A-4	2	.55951
126	A-4	2	.55951
127	A-4	2	.55951
128	A-4	2	.55951
129	A-4	2	.55951
130	B-1	1	.45779
131	B-1	1	.45779
132	B-1	1	.45779
133	B-1	1	.45779
134	B-1	1	.45779
135	B-1	1	.45779
136	B-1	1	.45779
137	B-1	1	.45779
138	B-1	1	.45779
139	B-2	2	.55951
140	B-2	2	.55951
141	B-2	2	.55951
142	B-2	2	.55951
143	B-2	2	.55951
144	B-2	2	.55951
145	B-2	2	.55951
146	B-2	2	.55951
147	B-2	2	.55951

APPENDIX B - CONTINUED

APPLEGATE CONDOMINIUM, PHASE ONE

<u>Unit No.</u>	<u>Building No.</u>	<u>No. of Bedrooms</u>	<u>% Ownership of Common Areas</u>
148	B-3	1	.45779
149	B-3	1	.45779
150	B-3	1	.45779
151	B-3	1	.45779
152	B-3	1	.45779
153	B-3	1	.45779
154	B-3	1	.45779
155	B-3	1	.45779
156	B-3	1	.45779
157	B-4	2	.55951
158	B-4	2	.55951
159	B-4	2	.55951
160	B-4	2	.55951
161	B-4	2	.55951
162	B-4	2	.55951
163	B-4	2	.55951
164	B-4	2	.55951
165	B-4	2	.55951
166	C-1	2	.55951
167	C-1	2	.55951
168	C-1	2	.55951
169	C-1	2	.55951
170	C-1	2	.55951
171	C-1	2	.55951
172	C-1	2	.55951
173	C-1	2	.55951
174	C-1	2	.55951
175	C-2	2	.55951
176	C-2	2	.55951
177	C-2	2	.55951
178	C-2	2	.55951
179	C-2	2	.55951
180	C-2	2	.55951
181	C-2	2	.55951
182	C-2	2	.55951
183	C-2	2	.55951
184	C-3	2	.55951
185	C-3	2	.55951
186	C-3	2	.55951
187	C-3	2	.55951
188	C-3	2	.55951
189	C-3	2	.55951
190	C-3	2	.55951
191	C-3	2	.55951
192	C-3	2	.55951
193	C-4	2	.55951
194	C-4	2	.55951
195	C-4	2	.55951
196	C-4	2	.55951
197	C-4	2	.55951
198	C-4	2	.55951
199	C-4	2	.55951
200	C-4	2	.55951
201	C-4	2	.55951

APPENDIX B - CONTINUED  
 APPLIGATE CONDOMINIUM, PHASE ONE

<u>Unit No.</u>	<u>Building No.</u>	<u>No. of Bedrooms</u>	<u>% Ownership of Common Areas</u>
202	D-1	3	.66124
203	D-1	3	.66124
204	D-1	3	.66124
205	D-1	3	.66124
206	D-1	3	.66124
207	D-1	3	.66124
208	D-1	3	.66124
209	D-1	3	.66124
210	D-1	3	.66124
211	D-1	3	.66124
212	D-1	3	.66124
213	D-1	3	.66124
214	D-2	3	.66124
215	D-2	3	.66124
216	D-2	3	.66124
217	D-2	3	.66124
218	D-2	3	.66124
219	D-2	3	.66124
220	D-2	3	.66124
221	D-2	3	.66124
222	D-3	3	.66124
223	D-3	3	.66124
224	D-3	3	.66124
225	D-3	3	.66124
226	D-3	3	.66124
227	D-3	3	.66124
228	D-3	3	.66124
229	D-3	3	.66124
230	E-1	3	.66124
231	E-1	3	.66124
232	E-1	3	.66124
233	E-1	3	.66124
234	E-1	3	.66124
235	E-1	3	.66124
236	E-1	3	.66124
237	E-1	3	.66124
238	E-1	3	.66124
239	E-1	3	.66124
240	E-1	3	.66124
241	E-1	3	.66124
242	E-2	3	.66124
243	E-2	3	.66124
244	E-2	3	.66124
245	E-2	3	.66124
246	E-2	3	.66124
247	E-2	3	.66124
248	E-3	3	.66124
249	E-3	3	.66124
250	E-3	3	.66124
251	E-3	3	.66124
252	E-3	3	.66124
253	E-3	3	.66124
254	E-4	3	.66124
255	E-4	3	.66124
256	E-4	3	.66124
257	E-4	3	.66124
258	E-4	3	.66124
259	E-4	3	.66124
260	E-4	3	.66124
261	E-4	3	.66124

APPENDIX B -CONTINUED  
APPLEGATE CONDOMINIUM, PHASE ONE

<u>Unit No.</u>	<u>Building No.</u>	<u>No. of Bedrooms</u>	<u>% Ownership of Common Areas</u>
262	E-5	3	.66124
263	E-5	3	.66124
264	E-5	3	.66124
265	E-5	3	.66124
266	E-5	3	.66124
267	E-5	3	.66124
268	E-5	3	.66124
269	E-5	3	.66124
270	E-5	3	.66124
271	E-5	3	.66124



APPENDIX C

BY-LAWS  
OF  
APPLEGATE CONDOMINIUMS, PHASE ONE

I.  
IDENTITY

These are the By-Laws of Applegate Condominiums, Phase One, duly made and provided for in accordance with Utah Code Annotated Section 57-8-16 (1953 as amended) of the Utah "Condominium Ownership Act".

II.  
APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities of Applegate Condominiums, Phase One in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the units or the mere act of occupancy or use of any of said units or the common areas and facilities will signify that these By-Laws are accepted, ratified, and will be complied with by said persons.

III.  
ADMINISTRATION OF CONDOMINIUM PROJECT

1. Place of Meetings. Meetings of the unit owners shall be held in such place within the State of Utah as the management committee may specify in the notice, except as herein otherwise specified.
2. Annual Meetings. The first annual meeting of the unit owners shall be held on the first Saturday in July, 1974. Thereafter, the annual meetings shall be held on such day of each succeeding year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the management committee may by resolution fix the date of the annual meeting on such date or at such other place as the management committee may deem appropriate.
3. Special Meetings. Special meetings of the association of unit owners may be called at any time by written notice signed by a majority of the management committee, or by owners having 30 percent of the total votes, delivered not less than 10 days prior to the date fixed for said meeting. Such meeting shall be held on the project or such other place as the management committee may specify and the notice thereof shall state the date, time and matters to be considered.
4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to each unit owner at the address given by such person to the management committee or the manager for the purpose of service of such notice or to the unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the management committee or manager.

5. Quorum. At any meeting of the unit owners, the owners of more than fifty percent in the aggregate in interest of the undivided ownership of common areas and facilities shall constitute a quorum for any and all purposes, except where by express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified. A majority of the unit owners as defined in the Utah Condominium Ownership Act shall constitute a quorum.

6. Voting. When a quorum is present at any meeting, the vote of unit owners representing at least fifty-one (51%) percent, or more, of the undivided ownership of common areas and facilities, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the management committee, unless the question is one upon which, by express provision of the statutes, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the secretary at least five days prior to said annual meeting. Proxies for special unit owners' meetings must be of record with the secretary at least two days prior to said annual meeting.

7. Waivers of Notice. Any unit owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a unit owner in person at any meeting of the unit owners shall be deemed such waiver.

#### IV. MANAGEMENT COMMITTEE

1. Purpose and Powers. The business, property and affairs of the Condominium shall be managed and governed by its management committee, hereinafter referred to as the "management committee" or "the committee", consisting of not less than three nor more than seven unit owners, as the unit owners at a lawfully convened meeting may from time to time determine; provided, however, that Aptco, Inc. shall act as the management committee until the completion of, and the sale of, all the units including the Final Phase of the project. The management committee may enter into such management agreement or agreements with a third person or persons or corporations as it may deem advisable.

2. Election and Vacancy. Subject to the provisions of the next preceding paragraph, at the first special meeting of the unit owners called for that and any other purpose, an election of the management committee shall be held for the election of not less than three members which shall constitute the initial management committee. The term of the members of the management committee shall be until the next annual meeting of the unit owners, or until their successors are duly elected. Their successors shall be elected at the first annual or special meeting of the unit owners. A new management committee shall be elected by the unit owners at each regular bi-annual meeting thereafter and shall hold office for a term of two years and until a successor shall be elected. The number composing the management committee may be altered from time to time by the action of a majority of the unit owners at any regular or special meeting called for such purpose. In the event of any increase in the number of members constituting the management committee in advance of the annual meeting each additional member shall be elected by the then management committee and hold office until his successor is elected.

3. Vacancies. Vacancies on the management committee caused by any reason whatsoever shall be filled by vote of a majority of the remaining members thereof even though they may consist of less than a quorum and each person so elected shall be a member of the management committee until his successor is elected by the unit owners at the next annual meeting.

4. Regular Meetings. A regular annual meeting of the management committee shall be held immediately after the adjournment of each annual unit owners' meeting. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the president or the management committee may from time to time designate.

5. Special Meetings. Special meetings of the management committee shall be held whenever called by the president, the vice-president, or by three or more members. By unanimous consent of the management committee, special meetings may be held without call or notice at any time or place.

6. Quorum. A quorum for the transaction of business at any meeting of the management committee shall consist of a majority of the management committee then in office.

7. Compensation. Members of the management committee, as such, shall not receive any stated salary or compensation; provided that nothing herein shall be construed to preclude any member of the management committee from serving the project in any other capacity and receiving compensation therefor.

8. Waiver of Notice. Before or at any meeting of the management committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the management committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

9. Adjournments. The management committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.

10. Fidelity Bonds. The management committee may require that all officers and employees of the management committee handling or responsible for funds shall require adequate fidelity bonds. The premium on such fidelity bonds shall be paid by the management committee.

#### V. OFFICERS

1. Designation and Election. The principal officers of the management committee shall be a president, a vice-president, a secretary, and a treasurer, all of whom shall be elected by and from the management committee. The management committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the management committee immediately following the annual meeting of the unit owners; provided, however, that elections of officers may be held at any other meeting of the management committee.

2. Other Officers. The management committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the management committee.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the management committee.

4. President. The president shall be the chief executive of the management committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the condominium project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the management committee may require of him. He shall preside at all meetings of the unit owners and the management committee. He shall have all of the general powers and duties which are normally vested in the office of the president of the corporation, including but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the condominium project.

5. Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president or the vice-president is able to act, the management committee shall appoint some other member thereof to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be prescribed by the management committee.

6. Secretary. The secretary shall keep the minutes of all meetings of the management committee and of the unit owners; he shall have charge of the books and papers as the management committee may direct; and he shall in general, perform all the duties incident to the office of secretary.

7. Treasurer. The treasurer shall have the responsibility for the funds and securities of the management committee and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the management committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the management committee in such depositories as may be from time to time designated by the management committee.

8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the management committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the management committee before the services are undertaken.

## VI. ACCOUNTING

1. Books and Accounts. The books and accounts of the management committee shall be kept under the direction of the treasurer and in accordance with the reasonable standards of accounting procedures.

2. Report. At the close of each accounting year, the books and records of the management committee shall be reviewed by a person or firm approved by the unit owners. Report of such review shall be prepared and submitted to the unit owners at or before the annual meeting of the unit owners. Provided, however, that a certified audit by a certified public accountant approved by the unit owners shall be made if at least 75 percent of the owners of undivided interest in the common areas and facilities determine to do so.

3. Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the management committee for inspection at reasonable times by any unit owners.

VII.  
BUILDING RULES

The management committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of Applegate Condominiums, and the management committee may from time to time, by resolution, alter, amend, and repeal such rules and regulations. Unit owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all unit owners of the condominium project. Provisions of the Utah Condominium Ownership Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof.

VIII.  
AMENDMENT OF THE BY-LAWS

These By-Laws may be altered, amended, or repealed, at any regular meeting of the unit owners or at any special meeting of the unit owners at which a quorum is present or represented by a vote of unit owners, representing at least two-thirds (2/3) of the ownership in the common areas and facilities, having voting power and acting in person or represented by proxy. Provided, that as a condition to any such alteration, amendment or repeal, written notice of the proposed operation, amendment or repeal shall be given to all unit owners, at least ten days in advance in the case of a regular meeting and in the written notice transmitted in the case of a special meeting.

IX.  
OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

The management committee shall be responsible for the maintenance, control, operation and management of this condominium project in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration under which the Condominium project was established and submitted to the provisions of said Act, these By-Laws and such other rules and regulations as the association of unit owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the unit owners.

**APPENDIX D**  
**LAND DESCRIPTION**  
**FOR**  
**APPLEGATE CONDOMINIUMS, SUBSEQUENT PHASES**

Beginning at a point North 315.02 feet and West 563.45 feet from the Southeast corner of Section 11, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence North 34° 21' West 57.26 feet; thence North 88° 02' 10" West 111.05 feet; thence South 13° 12' 59" West 143.20 feet; thence North 86° 38' 16" West 669.40 feet; thence South 6° 36' 02" East 50.00 feet; thence North 20° 00' West 605.92 feet; thence North 20° 00' East 255.25 feet; thence North 66° 53' 33" East 766.42 feet; thence North 50° 00' East 41.585 feet; thence North 31° 00' West 406.24 feet; thence North 16° 30' West 174.83 feet to a point on the Northerly and Easterly bank of a drain ditch; thence along said Northerly and Easterly bank as follows: North 71° 43' 10" East 110.185 feet; thence North 65° 13' East 129.40 feet; thence North 89° 47' 45" East 71.08 feet; thence South 76° 17' 10" East 134.45 feet; thence South 45° 06' 45" East 50.45 feet; thence South 33° 05' 30" East 221.02 feet; thence South 27° 05' 15" East 138.86 feet; thence South 31° 37' 40" East 169.79 feet; thence leaving said bank of ditch and running thence South 37° 00' West 245.00 feet; thence West 306.49 feet; thence South 139.52 feet; thence South 65° 00' West 70.00 feet; thence South 25° 00' East 150.00 feet to a point of a 560.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 390.95 feet to a point of tangency; thence South 65° 00' East 67.60 feet; thence South 22° 00' West 347.21 feet to the point of beginning.

Contains 26.580 Acres.

Excluding the following:

Beginning at a point North 1101.91 feet and West 765.38 feet from the Southeast Corner of Section 11 Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence S 65° 00' West 70.00 feet to a point of a curve to the left; the radius point of which is S 65° 00' West 130.00 feet; thence Northwesterly along the arc of said curve 90.76 feet to a point of a compound curve to the left, the radius point of which is S 25° 00' West 230.00 feet; thence westerly along the arc of said compound curve 193.11 feet; thence N 23° 06' 27" West 70.00 feet; thence N 66° 53' 33" E 314.94 feet; thence N 50° 00' E 41.585 feet; thence N 31° 00' W 406.24 feet; thence N 16° 30' W 174.85 feet; thence N 71° 43' 10" E 110.185 feet; thence N 65° 13' E 129.40 feet; thence N 89° 47' 45" E 71.08 feet; thence S 76° 17' 10" E 134.45 feet; thence S 45° 06' 45" E 50.45 feet; thence S 33° 05' 30" E 221.02 feet; thence S 27° 05' 15" E 138.86 feet; thence S 31° 37' 40" E 169.79 feet; thence S 37° 00' W 245.00 feet thence West 306.40 feet; thence South 139.52 feet to the point of beginning.

Contains 8.649 Acres.

BOOK 3364 PAGE 241