

BOOK 2152 PAGE 236

1977698

ENABLING DECLARATION FOR
OAK CREST GARDENS
CONDOMINIUM PROJECT

FEB 6 - 1964
Recorded _____ at 10284-
Request of WARDON ABSTRACT CO.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 23.80 By [Signature] Deputy
Ref. _____

THIS DECLARATION is made and executed this 5th day of February, 1964, by SAWYER INVESTMENT COMPANY, a Utah corporation, hereinafter termed "Declarant," pursuant to the provisions of the Utah Condominium Ownership Act.

RECITALS

WHEREAS, Declarant is the owner of a parcel of land together with easements, privileges and appurtenances thereunto belonging, situate in Salt Lake County, State of Utah, and hereinafter more particularly described and

WHEREAS, Declarant has constructed or is in the process of constructing a certain apartment home building and certain other improvements upon the aforesaid premises in accordance with the plans and drawings set forth in the record of survey map filed herewith dated the 5th day of February, 1964, consisting of 8 sheets, prepared and certified to by Douglas H. Brammer, a duly Registered Utah Land Surveyor, and

WHEREAS, Declarant desires by filing this Enabling Declaration and the aforesaid record of survey map, to submit the said property and the apartment home building and other improvements being constructed thereon, together with all appurtenances thereto to the provisions of the Utah Condominium Ownership Act as a condominium project to be known as Oak Crest Gardens Condominium Project, and

WHEREAS, Declarant desires and intends to sell the fee title to the individual apartment home units contained in said condominium project, together with the undivided ownership interests in the common and the limited common areas and facilities appurtenant to each of said apartment home units to various purchasers, subject to the covenants, restrictions and limitations herein reserved to be kept and performed.

NOW THEREFORE, for such purposes, Declarant hereby makes the following Declaration:

I.
DEFINITIONS

1. The term "the Act" shall mean and refer to the Utah Condominium Ownership Act as the same may be amended from time to time.
2. The term "the condominium project" shall mean and refer to the hereinafter described tract of land, together with all improvements and appurtenances located thereon or belonging thereto.

1-9-64

3. The term "record of survey map" shall mean and refer to that certain record of survey map filed with this Declaration dated the 5th day of February, 1964, consisting of 8 sheets, prepared by Douglas H. Brammer a duly Registered Utah Land Surveyor.

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

(1) The hereinafter described land on which the building or buildings are located.

(2) All foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes and entrances and exits of the building or buildings.

(3) The basements, yards and gardens.

(4) All installations for the furnishing of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating.

(5) The elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installation existing for common use.

(6) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

(7) That part of the condominium project, not specifically included within the respective apartment units or limited common areas and facilities as hereinafter defined.

5. The term "limited common areas and facilities" shall mean and refer to the porch or patio in front of each apartment unit, the covered parking areas, and the storage spaces as indicated on the record of survey map.

6. The term "management committee" shall mean and refer to the management committee of Oak Crest Gardens, which is charged with and has the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the condominium project.

7. The term "apartment unit" shall mean and refer to each of the apartment home units contained within the condominium project which is designated as such on the record map of survey and which is intended to be independently used, owned, encumbered and/or conveyed.

8. The term "unit owner" shall mean and refer to the legal owner of an apartment unit as herein defined and the owner of an undivided interest in the common and limited common areas and facilities.

9. The term "common expenses" shall mean and refer to all sums lawfully assessed by the management committee against the unit owners in accordance with the provisions of the Act, this Declaration, the Bylaws of the management committee, copy of which is attached hereto marked Exhibit B and by reference

made a part hereof, the management agreement for operation of the condominium project and such rules and regulations pertaining to the condominium project as the management committee may from time to time make and adopt.

10. The term "common profits" shall mean and refer to the balance of all income, rents, profits and revenues received by the management committee from or in connection with the management and operation of the condominium project which may remain after the deduction of the common expenses.

11. The term "unit number" shall mean and refer to the number, letter or combination thereof designating the unit in the record of survey map.

12. The term "majority" or "majority of the unit owners" shall mean and refer to the owners of more than fifty per cent in the aggregate in interest of the undivided ownership of the common and limited common areas and facilities.

II. SUBMISSION

Declarant hereby submits to the provisions of the Act as a condominium project to be known as Oak Crest Gardens Condominium Project, the following described tract of land situate in Salt Lake County, State of Utah, to-wit:

Beginning at the southeasterly corner of Lot 3, Amended Plat of Oak Hills Plat "L", a subdivision of part of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North $63^{\circ} 25' 26''$ West 115.35 feet; thence along the arc of a curve to the right (radius 57.00 feet, bearing North $26^{\circ} 34' 34''$ East) 92.34 feet; thence North $29^{\circ} 23' 59''$ East 249.88 feet; thence Easterly along the arc of a curve to the left (radius 50.00 feet, bearing North $29^{\circ} 23' 59''$ East) 64.05 feet; thence Easterly along the arc of a curve to the right (radius 20.00 feet, bearing South $43^{\circ} 59' 56''$ East) 25.62 feet; thence South $60^{\circ} 36' 01''$ East 40.00 feet; thence southeasterly along the arc of a curve to the right (radius 50.00 feet, bearing South $29^{\circ} 23' 59''$ West) 33.16 feet; thence South $22^{\circ} 36' 01''$ East 20.60 feet; thence southerly along the arc of a curve to the right (radius 44.00 feet, bearing South $67^{\circ} 23' 59''$ West) 39.93 feet; thence South $29^{\circ} 23' 59''$ West 12.00 feet to the northeasterly corner of said Lot 3; thence South $29^{\circ} 23' 59''$ West 106.29 feet; thence southwesterly along the arc of a curve to the left (radius 3549.95 feet, bearing South $60^{\circ} 36' 01''$ East) 174.95 feet to point of beginning.

Subject to and together with perpetual rights of way and a perpetual easement as follows:

A. Subject to an easement for the installation and continued maintenance, repair, reconstruction and removal of underground

telephone and electric power circuits, hot water, chilled water, steam and gas, water mains, snow melting systems, to be contained in ducts and pipes below the surface of the land within a four-foot wide strip of land, being two feet on each side of the following described center line, to wit:

Beginning at a point 2.00 feet North $63^{\circ} 25' 26''$ West from the southeast corner of Lot 3, Amended Oak Hills Plat "L", and running thence northeasterly along the arc of a curve to the right (radius 3551.95 feet, bearing South $63^{\circ} 25' 26''$ East) 174.95 feet; thence North $29^{\circ} 23' 59''$ East 118.29 feet; thence along the arc of a curve to the left (radius 42.00 feet, bearing North $60^{\circ} 36' 01''$ West) 38.12 feet; thence North $22^{\circ} 36' 01''$ West 20.60 feet; thence along the arc of a curve to the left (radius 48.00 feet, bearing South $67^{\circ} 23' 59''$ West) 31.83 feet; thence North $60^{\circ} 36' 01''$ West 40.00 feet; thence along the arc of a curve to the left (radius 18.00 feet, bearing South $29^{\circ} 23' 59''$ West) 23.06 feet; thence along the arc of a curve to the right (radius 52.00 feet, bearing North $43^{\circ} 59' 56''$ West) 66.61 feet.

B. Together with a right of way of general passage over and upon a strip of land fifty feet wide and a cul-de-sac the area thereof being designated as "Donner Circle" and more particularly described as follows:

Beginning at the northeasterly corner of said Lot 3, Amended Plat of Oak Hills Plat "L", a subdivision of part of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence South $60^{\circ} 36' 01''$ East 50.00 feet; thence North $29^{\circ} 23' 59''$ East 12.00 feet; thence northerly along the arc of a curve to the left (radius 94.00 feet, bearing North $60^{\circ} 36' 01''$ West) 85.31 feet; thence North $22^{\circ} 36' 01''$ West 20.60 feet; thence northwesterly along the arc of a curve to the left (radius 100.00 feet, bearing South $67^{\circ} 23' 59''$ West) 66.32 feet; thence North $60^{\circ} 36' 01''$ West 107.08 feet; thence along the arc of a curve to the left (radius 50.00 feet, bearing South $29^{\circ} 23' 59''$ West) 221.13 feet; thence Easterly along the arc of a curve to the right (radius 20.00 feet, bearing South $43^{\circ} 59' 56''$ East) 25.62 feet; thence South $60^{\circ} 36' 01''$ East 40.00 feet; thence southeasterly along the arc of a curve to the right (radius 50.00 feet, bearing South $29^{\circ} 23' 59''$ West) 33.16 feet; thence South $22^{\circ} 36' 01''$ East 20.60 feet; thence southerly along the arc of a curve to the right (radius 44.00 feet, bearing South $67^{\circ} 23' 59''$ West) 39.93 feet; thence South $29^{\circ} 23' 59''$ West 12.00 feet to the point of beginning.

C. Subject to and together with a joint right of way of general passage twenty feet wide, the center line of said right of way being more particularly described as follows:

Beginning at the southeasterly corner of said Lot 3, Amended Plat of Oak Hills Plat "L", a subdivision of part of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North $63^{\circ} 25' 26''$ West 115.35 feet; thence along the arc of a curve to the right (radius 57.00 feet, bearing North $26^{\circ} 34' 34''$ East) 92.34 feet; thence North $29^{\circ} 23' 59''$ East 249.88 feet to the southerly line of a 100 foot diameter cul-de-sac, the center of which bears North $29^{\circ} 23' 59''$ East 50.00 feet.

D. Subject to an easement twenty feet wide, ten feet thereof located upon the premises hereinabove first described and ten feet thereof located upon adjoining premises, for the installation and continued maintenance, repair, reconstruction and removal of underground telephone and electric power circuits, sanitary sewer, storm and drain sewer, hot water, chilled water, steam and gas, water mains, snow melting systems, all to be contained in ducts and pipes below the surface of the land, within said twenty-foot strip of land being ten feet on each side of the following described center line, to wit:

Beginning at the southeasterly corner of said Lot 3, Amended Plat of Oak Hills Plat "L", a subdivision of part of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North $63^{\circ} 25' 26''$ West 115.35 feet; thence along the arc of a curve to the right (radius 57.00 feet, bearing North $26^{\circ} 34' 34''$ East) 92.34 feet; thence North $29^{\circ} 23' 59''$ East 249.88 feet to the southerly line of a 100 foot diameter cul-de-sac, the center of which bears North $29^{\circ} 23' 59''$ East 50.00 feet.

E. Together with an easement for the installation and maintenance of a retaining wall presently constructed and located along the westerly line of the above described twenty-foot right of way, the westerly face of said wall being contiguous with the westerly line of said right of way, together with a perpetual easement for the installation and maintenance of the necessary footings for said retaining wall not to exceed a width of four feet six inches beyond the westerly face of said wall and the right of ingress and egress for reasonable and necessary maintenance and repair of said retaining wall and footings.

Together with all privileges and appurtenances thereunto belonging or in any wise appertaining, and the apartment home buildings and other improvements being constructed thereon.

1. It is an express provision and condition of the Declaration that Declarant intends that the area embraced within the above described "Donner Circle" right of way shall hereafter be dedicated to Salt Lake City for public street purposes. Declarant expressly reserves the right and power in connection with such street dedication to release and relinquish such right of way to Salt Lake City. All unit owners shall take and hold their ownership in the condominium project subject to the reserved right and power in Declarant to so release and relinquish such right of way and to make any necessary amendments to the record of survey map.

III.
COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration and submission are made upon and under the following covenants, conditions and restrictions:

1. The building and improvements of the Oak Crest Gardens Condominium Project are located and to be located upon the premises hereinabove described.
2. A description of the building showing the character of construction, the number of stories and basements, the number of units and their identity, the approximate areas, the number of rooms, and immediate common access areas are set forth in and upon the record of survey map which is being recorded with this Declaration and to which reference is hereby made for all of such information.
3. The description of common and limited common areas and facilities is identified in the definition of terms in this Declaration hereinabove set forth. The apartment units to which the use of the limited common areas is reserved is shown upon said Exhibit A. attached hereto and by this reference made a part hereof.
4. The percentage of undivided interest ownership in the common and limited common areas and facilities appurtenant to each apartment unit and its owner for all purposes including voting, is more particularly shown upon said Exhibit A.
5. The building and facilities of the condominium project and each of the apartment units are intended and restricted to use for individual housing purposes, except apartment units Nos. 109 and 110, which may be used for commercial purposes.
6. The name of the person to receive service of any process which may be authorized by law or under the provisions of this Declaration or under the provisions of the Act is Robert D. Sawyer, who resides at 1417 Beacon Drive in Salt Lake City, Salt Lake County, State of Utah; provided, however, that the Management Committee shall have the right to appoint a successor or substitute process agent. Such successor or substitute process agent shall be designated and appointed by duly executed instrument filed in the Office of the County Recorder of Salt Lake County, State of Utah, for attachment to this Declaration.
7. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided for shall constitute covenants to run with the land hereby submitted to the condominium project and shall be binding upon the Declarant and its successors and assigns and upon all subsequent owners of all or any part of the condominium project and upon their grantees, successors, heirs, executors, administrators, devisees and assigns.
8. The condominium project, including the common and limited common areas and facilities appurtenant thereto, shall be managed, operated and maintained by a Management Committee as agent of the unit owners in accordance

with the terms, conditions and provisions of:

- (1) The Act;
- (2) This Declaration;
- (3) The Bylaws of the Management Committee attached hereto as Exhibit B, and any amendments thereto;
- (4) Such rules and regulations pertaining to the condominium project as the Management Committee may from time to time adopt and all agreements and determinations lawfully made by the Management Committee respecting the condominium project not in contravention of the Act, This Declaration and the Bylaws.

9. In the event any of the buildings in the condominium project is destroyed or damaged to the extent of seventy-five per cent (75%) or less, of 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 any of the buildings in the condominium project is destroyed or damaged to the extent of more than seventy-five per cent (75%) of the value thereof, the unit owners shall, at a meeting duly and regularly called by the Management Committee for that purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. The determination, under this paragraph, of the extent of any damage to the project shall be made by a group of three (3) MAI appraisers who shall be selected by the Board of Trustees for that purpose. In the event all of said appraisers cannot agree on the extent of the damage or destruction to the project, the decision of any two with respect thereto shall be conclusive. Unless unit owners representing the ownership of not less than seventy-five (75) of the apartment units 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 or restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding or restoration shall exceed the amount realized by the Management Committee from the proceeds of any insurance policy or policies as above provided, all of the unit owners shall contribute to such additional cost in relation to their undivided interest in the common areas and facilities.

10. Except as herein otherwise provided, the vote of more than sixty-five per cent (65%) in the aggregate in interest of the undivided ownership of the common and limited common areas and facilities shall be required to amend this Declaration and/or the record of survey map, which approval and consent shall be by duly executed and recorded instruments.

11. The Management Committee shall insure that the condominium project is at all times covered by fire, liability, and property insurance in the name or names of such person or persons and in such amounts as the Management Committee may from time to time determine to be proper, necessary and adequate. The individual apartment unit owners shall carry insurance coverage of their

EXHIBIT A

OAK CREST GARDENS CONDOMINIUM PROJECT

SOUTH TOWER

Unit No.	Approx. No. of Sq. Ft.	Related Limited Common Areas			% Ownership	No. of Rooms	Location of Unit within Condominium Project	Sheet No. of Record of Survey Map showing Unit	General Description of Unit
		Car Stall No.	Storage Rm. No.	Patio					
701	1,485	70	JJ	1	1.65	4	7th Floor	7 of 8	1 Bed, 1 Bath, 1 Study
703	2,165	57	GG	1	2.40	5	7th Floor	7 of 8	3 Bed, 2 Bath
705	1,825	73	II	1	2.03	4	7th Floor	7 of 8	2 Bed, 2 Bath
707	1,825	71	HH	1	2.03	4	7th Floor	7 of 8	2 Bed, 2 Bath
601	2,165	63-64	BB	1	2.45	5	6th Floor	6 of 8	3 Bed, 2 Bath
603	1,485	17	NN	1	1.65	4	6th Floor	6 of 8	1 Bed, 1 Bath, 1 Study
605	1,825	62	MM	1	2.03	4	6th Floor	6 of 8	2 Bed, 2 Bath
607	1,825	18	AA	1	2.03	4	6th Floor	6 of 8	2 Bed, 2 Bath
501	1,825	16	YY	1	2.03	4	5th Floor	5 of 8	2 Bed, 2 Bath
503	1,825	60	EE	1	2.03	4	5th Floor	5 of 8	2 Bed, 2 Bath
505	1,825	74	DD	1	2.03	5	5th Floor	5 of 8	2 Bed, 2 Bath
507	1,825	30	FF	1	2.03	4	5th Floor	5 of 8	2 Bed, 2 Bath
401	1,825	13-14	CC	1	2.08	4	4th Floor	4 of 8	2 Bed, 2 Bath
403	1,825	68-69	LL	1	2.08	4	4th Floor	4 of 8	2 Bed, 2 Bath
405	1,220	24	QQ	1	1.36	3	4th Floor	4 of 8	1 Bed, 1 Bath
407	2,215	31-32	TT	1	2.51	5	4th Floor	4 of 8	3 Bed, 3 Bath
301	2,425	66-67	XX	1	2.74	5	3rd Floor	3 of 8	2 Bed, 2 Bath, 1 Study
303	1,825	58-59	OO	1	2.15	5	3rd Floor	3 of 8	2 Bed, 2 Bath, 1 Study
305	900	75	PP	1	1.01	3	3rd Floor	3 of 8	1 Bed, 1 Bath
201	2,665	19-20-21	KK	1	3.06	6	2nd Floor	2 of 8	3 Bed, 2 Bath, 1 Study
203	1,545	15	RR	1	1.72	4	2nd Floor	2 of 8	1 Bed, 1 Bath, 1 Study
205	900	34	SS	1	1.01	3	2nd Floor	2 of 8	1 Bed, 1 Bath
101	2,140	27	UU	1	2.38	5	1st Floor	1 of 8	2 Bed, 2 Bath, 1 Study
103	1,485	12	VV	1	1.65	4	1st Floor	1 of 8	1 Bed, 1 Bath, 1 Study
105	965	11	ZZ	1	1.07	3	1st Floor	1 of 8	Efficiency
107	865	23	WW	1	.96	3	1st Floor	1 of 8	Efficiency
109	400	3-8-10-22-25-26-28-29-40-45-47-52	None		.97	1	1st Floor	1 of 8	Commercial
TOTAL	45,100								

EXHIBIT A (Continued)

OAK CREST GARDENS CONDOMINIUM PROJECT

NORTH TOWER

Unit No.	Approx. No. of Sq. Ft.	Related Limited Common Areas			No. of Rooms	Location of Unit within Condominium Project	Sheet No. of Record of Survey Map showing Unit	General Description of Unit
		Car Stall No.	Storage Rm. No.	Patio				
702	1,825	78-79	G	1	4	7th Floor	7 of 8	2 Bed, 2 Bath
704	1,825	39	H	1	4	7th Floor	7 of 8	2 Bed, 2 Bath
706	1,825	41	I	1	4	7th Floor	7 of 8	2 Bed, 2 Bath
708	1,825	9	J	1	4	7th Floor	7 of 8	2 Bed, 2 Bath
602	1,825	7	T	1	4	6th Floor	6 of 8	2 Bed, 2 Bath
604	1,825	86-87	F	1	5	6th Floor	6 of 8	2 Bed, 2 Bath, 1 Study
606	1,825	85	M	1	4	6th Floor	6 of 8	2 Bed, 2 Bath
608	1,825	88	K	1	4	6th Floor	6 of 8	2 Bed, 2 Bath
502	1,825	48	N	1	4	5th Floor	5 of 8	2 Bed, 2 Bath
504	1,825	43	A	1	4	5th Floor	5 of 8	2 Bed, 2 Bath
506	1,825	2	C	1	4	5th Floor	5 of 8	2 Bed, 2 Bath
508	1,825	76-77	L	1	4	5th Floor	5 of 8	2 Bed, 2 Bath
402	1,825	37-38	D	1	4	4th Floor	4 of 8	2 Bed, 2 Bath
404	1,825	53	Z	1	4	4th Floor	4 of 8	2 Bed, 2 Bath
406	1,825	82	P	1	4	4th Floor	4 of 8	2 Bed, 2 Bath
408	1,600	54	Y	1	4	4th Floor	4 of 8	2 Bed, 2 Bath
302	1,825	80-81	E	1	4	3rd Floor	3 of 8	2 Bed, 2 Bath
304	2,425	51	Q	1	5	3rd Floor	3 of 8	2 Bed, 2 Bath, 1 Study
202	1,825	35-36	S	1	7	2nd Floor	2 of 8	2 Bed, 2 Bath
204	1,825	5	U	1	4	2nd Floor	2 of 8	2 Bed, 2 Bath
206	500	1	R	1	1	2nd Floor	2 of 8	Towne House
102	1,485	42	X	1	4	1st Floor	1 of 8	1 Bed, 1 Bath, 1 Study
104	2,165	4	B	1	5	1st Floor	1 of 8	2 Bed, 2 Bath, 1 Study
106	865	44	O	1	3	1st Floor	1 of 8	Efficiency
108	965	33	V	1	3	1st Floor	1 of 8	Efficiency
110	400	6-46-49-50-55-56-61-65-72-83-84	W		1	1st Floor	1 of 8	Commercial
TOTAL	43,255							

48.86

43,255

1-8-64

BYLAWS OF MANAGEMENT COMMITTEE
OF
OAK CREST GARDENS
CONDOMINIUM PROJECT

EXHIBIT B

These Bylaws are adopted for the government of the Oak Crest Gardens Condominium Project, pursuant to the provisions of the Utah Condominium Ownership Act and the Declaration of Sawyer Investment Company, executed pursuant to the provisions of such Act.

ARTICLE I.
DEFINITION OF TERMS

The term "committee" means the management committee of Oak Crest Gardens Condominium Project.

The term "owner or owners" means the unit owner or owners of apartment units in Oak Crest Gardens Condominium Project.

The term "project" means the Oak Crest Gardens Condominium Project.

The term "Act" means the Utah Condominium Ownership Act.

ARTICLE II.
ESTABLISHMENT OF MANAGEMENT COMMITTEE

The committee is established as an agent of the owners and the acts and duties of the committee performed in accordance with these bylaws are performed as the agents of the owners.

ARTICLE III.
NUMBER OF COMMITTEE AND SELECTION OF MEMBERS

The committee shall be composed of five members. The members of the committee shall be elected annually at a meeting of the owners called for that purpose. Each owner shall be entitled to the number of votes equal to his or its percentage of undivided interest ownership in the common and limited common areas and facilities of the project; provided, however, that during the three-year period commencing January 1, 1964, Sawyer Investment Company shall be entitled to name three of such committee members. Until the first annual meeting of the owners, the members of the committee are the following named persons, holding the following offices in said committee, to wit:

Adrian H. Pembroke, President
Frederick R. Hinckley, Vice President
D. Spencer Nilson, Secretary
Robert D. Sawyer
Frank D. Sawyer

ARTICLE IV.
MEETING OF OWNERS

Section 1: Annual Meeting. The annual meeting of the owners shall be held at seven o'clock, P.M., on the first Monday in March, 1964, and on the first Monday in March of each year thereafter at the office of the project or at such other place as shall be stated in the notice of the meeting; provided that whenever such date falls on a legal holiday the meeting shall be held on the next succeeding business day. At such meeting the owners shall elect committee members for one-year terms to serve until their successors shall be elected and shall qualify. Only owners of the project shall be elected members of the committee; provided, however, that officers or agents of corporate owners or of Sawyer Investment Company may also be elected or named members of the committee.

Section 2: Special Meetings. Special meetings of the owners shall be called by the President, by a majority of the committee members, or by any number of owners holding at least one-third of the undivided ownership interest in the project.

Section 3: Calls and Notices. The calls and notices of all meetings of the owners shall conform to the provisions of these bylaws.

Section 4: Presiding Officer. The President, and in his absence a Vice President, of the committee shall preside at all such meetings.

Section 5: Quorum. At any meeting of the owners, the holders of a majority of the undivided ownership interest in the project shall constitute a quorum for all purposes; provided, however, that no capital expenditure for the project of more than \$5,000.00 shall be authorized except upon a vote of the holders of more than 65% of the undivided ownership interest in the project.

ARTICLE V.
GOVERNING COMMITTEE

Section 1: Responsibilities. The business and property of the owners shall be managed by the committee. The committee may, however, engage the services of a manager and enter into such management agreement or agreements as it may deem desirable.

Section 2: Vacancies. In case of any vacancy in the committee the remaining members may elect a successor member to hold office until the next meeting of the owners.

Section 3: Regular Meetings. A regular annual meeting of the committee shall be held immediately after the adjournment of each annual meeting of the owners at the place at which such owners' meeting was held. Regular meetings other than the annual meeting shall be held at regular intervals at such place and at such time as the committee may from time to time by resolution provide.

Section 4: Special Meetings. Special meetings of the committee shall be held whenever called by the President, the Vice President, or a majority of the committee. By unanimous consent of the committee members, special meetings may be held without call or notice at any time or place. Notice of all calls and meetings of the committee shall be as provided in these bylaws.

Section 5: Quorum. A quorum for the transaction of business at any meeting of the committee shall consist of a majority of the members then in office.

Section 6: Compensation. Committee members as such shall not receive any stated salary for their services, but by resolution of the committee a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the committee, provided that nothing herein contained shall be construed to preclude any committee member from serving the owners in any other capacity and receiving compensation therefor.

Section 7: Acceptability of Tenants. The committee shall have prerogative to either accept and approve or reject and disapprove all occupants or proposed occupants of the project. The owner or owners of each apartment unit in the project shall notify the committee in writing of the name of any proposed occupants of an apartment unit at least ten days prior to the proposed date of occupancy. The committee shall have three days from and after the receipt by it of such notice in which to accept and approve or reject and disapprove said proposed occupants. Failure on the part of the committee to give notice to said owner or owners of the rejection and disapproval of a proposed occupant within the aforesaid three-day period shall operate as a waiver of the committee's right to reject and disapprove such proposed occupant. In the event the committee gives notice as above provided of the rejection and disapproval of the proposed occupant and gives as its reason therefor that said proposed occupant is not of good moral character, the rejection and disapproval shall be final. However, in the event the committee rejects and disapproves a proposed occupant and gives no reason therefor, the owner or owners concerned shall have the right to have said rejection and disapproval reviewed by the remaining owners at a special meeting of the owners which shall be called at the request of such owners by the President or Vice President of the committee pursuant to the provisions of these bylaws. Upon receiving such request the President or Vice President, as the case may be, shall call a special meeting of the owners and shall give such notice of said meeting as shall be required to insure that the same shall be held within five days after the receipt of such request. Unless owners representing fifty-one per cent or more of the undivided ownership interest in the project's common and limited common areas and facilities vote at said meeting in favor of reversing the committee's rejection and approval, the committee's decision shall be and remain final.

Section 8: Transfer or Lease of Apartment Units. The owner, or owners, of any unit in the project who desires to convey said unit, or to enter into any agreement for the occupancy of said unit by another person or persons, shall give the committee ten (10) days' advance written notice thereof, which notice shall state the name and address of the proposed purchaser or occupant, as the case may be, and the terms and conditions upon which said proposed purchaser or occupant agrees to purchase or occupy said unit. The committee on behalf of the remaining owners shall have the right, exercisable at any time within five (5)

days after its receipt of such notice, to purchase or enter into an agreement for the occupancy of said unit upon the same terms and conditions as those specified in the notice; provided, however, that in the event the committee enters into an agreement under this Section 8 for the occupancy of any unit, it shall have the right to sub-let said unit to any person or persons reasonably suitable to both the committee and to the owner of said unit. In the event the committee determines that it desires to purchase, or enter into an agreement respecting the occupancy of, an apartment unit as above provided, but believes that the price or rental specified in the notice is unreasonable, the committee shall give the owner or owners of said unit written notice thereof within five (5) days after its receipt of notice of the proposed sale or occupancy agreement. The notice thus given by the committee shall state that the committee on behalf of the remaining owners has elected or thereby elects to purchase said unit, or enter into an agreement for the occupancy of the same, and shall state further that the committee believes the price or rental specified in the notice given to it is unreasonable. The committee shall thereafter be obligated to purchase said unit, or enter into an agreement for the occupancy of same, at a price or rental to be determined by a group of three (3) MAI appraisers to be selected as follows: The committee shall select one appraiser, the unit owner or owners concerned shall select one appraiser and the two appraisers thus selected shall select the third appraiser. In the event all three (3) appraisers cannot agree on a price or rental to be paid, the decision of any two of the three shall be binding. The committee and the unit owner or owners concerned shall make every reasonable effort to select their respective appraisers and to take any other action on their part to be taken so as to secure a decision respecting the price or rental which is to be paid at the earliest possible date.

ARTICLE VI.
OFFICERS

Section 1: Selection of Officers. The committee shall perform its functions through its officers, who shall be appointed by the committee. Such appointment shall regularly take place at the first meeting of the committee immediately following the annual meeting of the owners; provided, however, that such appointment may be made at any other meeting of the committee.

Section 2: Additional Officers and Agents. The committee may appoint such other officer and agents in addition to those hereinbelow expressly named as they shall deem necessary who shall have such authority to perform such duties as may be prescribed from time to time by the committee.

Section 3: Removal. All officers and agents of the committee 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 committee.

ARTICLE VII.
PRESIDENT

The President shall be the chief executive of the committee and shall exercise general supervision over the property and affairs of the project.

He shall sign on behalf of the committee all contracts and shall do and perform all acts and things which the committee may require of him. He shall serve without compensation.

ARTICLE VIII.
VICE PRESIDENT

In the event of the President's absence or inability to act, the Vice President shall have the powers of the President.

ARTICLE IX.
SECRETARY

The Secretary shall keep the minutes of the committee and such records as these bylaws or any resolution of the committee may require him to keep. He shall perform such other services as the committee may impose upon him and shall receive such compensation as the committee may fix or approve.

ARTICLE X.
TREASURER

The Treasurer shall have the custody and control of the funds of the committee, subject to the action of the committee and shall when requested by the President so to do report the state of the finances of the committee at each annual meeting of the owners and at any meeting of the committee. He shall perform such other services as the committee may require of him and shall receive such compensation as the committee may affix or approve. He shall furnish the committee with a bond conditioned upon the faithful performance of his duties in such amount and with such sureties as the committee shall require. The offices of Secretary and Treasurer may be held by the same person.

ARTICLE XI.
CALLS AND NOTICES OF MEETINGS

Section 1: Annual Meeting. At least ten days before the date of the annual meeting of the owners the Secretary shall cause a written notice setting forth the time, place and general purpose of the meeting to be delivered personally or deposited in the mail with postage prepaid, addressed to each owner of record at his last known post office address.

Section 2: Special Meetings. Notice of special meetings of the owners shall be given to each owner in writing at least forty-eight hours before the time fixed for the meeting and shall be delivered personally or mailed postage prepaid to each owner at his last known post office address. Whenever all of the owners shall meet in person or by proxy, such meeting shall be valid for all purposes. No call or notice of any meeting of owners shall be necessary if waiver of call and notice be signed by all of the owners.

Section 3: Special Committee Meetings. Notice of special meetings of the committee shall be given to each member orally or in writing at least twenty-four hours before the time fixed for the meeting. No notice need be given of regular meetings of the committee. Whenever all members of the committee meet, such meetings shall be valid for all purposes. No call or notice of any meeting of the committee shall be necessary if waiver of call and notice be signed by all of the committee members.

ARTICLE XII.
ANNUAL STATEMENT

The committee shall present at each annual meeting of the owners, and when called for by a vote of the owners at any special meeting, a full, complete statement of the business and condition of the committee and the project.

ARTICLE XIII.
FISCAL YEAR

The fiscal year of the committee shall be on a calendar year basis unless otherwise fixed.

ARTICLE XIV.
BUILDING RULES

The committee shall have the power to adopt and establish by resolution such building, management and operational rules as the committee shall deem necessary for the maintenance, operation, management and control of the project and the committee may from time to time by resolution alter, amend and repeal such rules.

ARTICLE XV.
AMENDMENT OF BYLAWS

These bylaws may be amended by the affirmative vote of the owners of more than sixty-five per cent in interest of the common and limited common areas and facilities of the project at any regular or special meeting of the owners called and noticed for that purpose.

ARTICLE XVI.
OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

The committee as agent for the owners shall be responsible for the maintenance, control, operation and management of the project in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration whereby the project is established and submitted to the provisions of the Act, these bylaws, such management agreement as the committee may enter into and such building, management and operational rules and regulations as the committee may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee. The committee

shall in this connection provide for the proper and reasonable maintenance, control, operation and management of the project and of the common and limited common areas and facilities appurtenant thereto. The management committee shall provide to each apartment unit all utility services, except telephone, and such general repair, maintenance and janitorial services as may be reasonably required for the proper and necessary care, maintenance and repair of said common and limited common areas and facilities. In addition, the committee will be responsible for the proper and reasonable painting and repairing of all patios and balconies contained within the project, including all fences, railing and outside walls surrounding the same, although said patios and balconies are not part of the project's common areas and facilities. The committee shall have no obligation or responsibility with respect to the care or maintenance of the individual apartment units. Owners shall be responsible for the cleaning of their respective patios and glass walls and doors.

ARTICLE XVII.

PAYMENT OF EXPENSES AND DISTRIBUTION OF INCOME

Section 1: General Operating Reserve Fund. Upon the execution of these bylaws the owner or owners of each of said apartment units will prepay to the committee the sum of Twenty Dollars (\$20.00). The amount so paid shall be used by the committee for the purpose of establishing a general operating reserve fund for use in connection with the management and operation of the project. The amount of such fund may be increased or decreased by the committee from time to time as the committee may deem advisable.

Section 2: Payment of Expenses. All costs and expenses incurred by the management committee as agent for the owners in connection with the maintenance, control, operation and management of the project shall be paid and discharged by the management committee or the project manager from the general operating reserve fund as the same shall become due and payable. Each owner shall in turn pay the project manager for his share of said costs and expenses on the basis of such owner's proportional interest in the project's common and limited common areas and facilities. Such payments by the owners to the project manager shall be paid monthly in advance and shall be payable on such day and in such amounts as the management committee shall determine; provided, however, that the total amount of all payments required to be paid by any owner to the project manager during any given year shall not exceed such owner's proportional part of the total cost and expenses of the project during such year.

Section 3: Remedies for Non-Payment of Common Expenses. Should any owner fail to pay his share of the common expenses at the time the same become due, the management committee shall be and is hereby authorized and empowered for and on behalf of the owners to enforce any right or remedy authorized by the Act, the Declaration, these Bylaws, the Management Agreement, or any other instrument respecting such pay, right or remedy.

ARTICLE XVIII.

ANNUAL BUDGET

On or before the 1st day of December, 1963, and on or before the first day of December of each year thereafter the committee shall prepare an

operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming year and taking into account the general condition of the project. Each such budget, together with a written statement from the committee outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the owners in final draft on or before February 1st of each year. Such budget, with any changes therein, shall be adopted by the owners at each annual meeting. Said operating budget shall serve as a supporting document for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the committee and the project manager shall operate during such annual period, and there shall be no substantial variances therefrom by the manager without the approval and consent of the committee, except in the case of emergencies.

ARTICLE XIX.
TAXES AND INSURANCE

Section 1: Taxes. It is acknowledged that under the Utah Condominium Ownership Act each of said apartment units and each of said units' percentage of undivided interest in the common and limited common areas and facilities of the project are subject to separate assessment and taxation by each assessing unit and 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 owner will therefore pay and discharge any and all taxes which may be assessed against any said apartment unit of which he is the owner, and against the percentage of undivided interest in the common and limited common areas and facilities of the project, and against any items of personal property located in or upon any unit of which he is the owner.

Section 2: Insurance. The committee shall secure and maintain the following insurance coverage on the project:

(a) Fire and Extended Coverage. The committee, on behalf of the owners, shall secure and at all times maintain in its own name a policy of fire and extended coverage insurance on the project in the sum of not less than One Million Two Hundred Thousand Dollars (\$1,200,000.00) initially, and in such greater or lesser sum thereafter as the committee may from time to time determine to be necessary, proper and adequate. As between owners of the project participation in any proceeds realized by the committee from said insurance policy will be on the basis of any damages sustained. In the event such owners cannot agree on the amount of damage sustained by each, the decision of the committee respecting the appraisal of such damage shall be conclusive. Each owner of an apartment unit shall be responsible for securing and maintaining insurance coverage on any items of personal property which he may have in or on his particular unit.

(b) Public Liability Coverage. The committee shall secure and at all times maintain on behalf of the owners in its name as agent of the owners, a policy of comprehensive general liability, personal injury, including libel, slander, defamation of character, bodily injury and property damage insurance

in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for any person and One Million Two Hundred Fifty Thousand (\$1,250,000.00) for any accident or occurrence, together with medical payments in the amount of One Thousand Dollars (\$1,000.00) Said coverage limit may be increased or decreased by the committee from time to time as it may deem to be in the interest of the owners.

It is intended that the insurance policies herein provided for include coverage for any act or omission of the committee, its officers, members, agents and employees, or of the occupants of any office unit in the project respecting the ordinary and anticipated use, occupancy, operation and maintenance of the project. It is not intended, however, that said insurance policies include any coverage or recognize any liability with respect to any act or omission on the part of any owner or occupant or their employees or guests respecting acts or omissions within their respective apartment units.

ARTICLE XX.
PROJECT MANAGER

The committee may employ a project manager for the project under a management agreement containing such terms and conditions as the committee shall deem to be in the interest of the owners. Such project manager shall be responsible for managing the project for and on behalf of the owners in accordance with these bylaws and said management agreement. It is acknowledged that a management agreement is presently being entered into with Sawyer Investment Company, a Utah corporation, for the management of the project for a three-year period commencing on the 1st day of March, 1964.

ARTICLE XXI.
RIGHT OF ENTRY

Section 1: By the Committee. The committee and its duly authorized agents shall have the right to enter any and all of said apartment units in case of an emergency originating in or threatening such unit or any part of the project, whether the owner or occupant thereof is present at the time or not. The committee and its duly authorized agent shall also have the right to enter any and all of said units at all reasonable times as required for the purpose of making necessary repairs on the common areas and limited common areas and facilities of the project.

Section 2: By Owners. All owners and their duly authorized agents and representatives shall have the right to enter any of said apartment units contained within 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 threaten damage to other units in the project and provided further that the owner affected by such entry shall first be notified thereof if available and the time permits.

ARTICLE XXII.
REIMBURSEMENT FOR DAMAGES

Each owner shall promptly perform or cause to be performed all maintenance and repair work within any of said apartment units owned by him which if omitted will adversely affect the building in which said unit is located in its entirety or any part of the project and shall be liable in damages for any failure on his part so to do. Each owner shall also reimburse the committee for the full value of any repairs or replacements to the common and limited common areas and facilities made necessary through the negligence or fault of such owner or such owner's tenants.

ARTICLE XXIII.
NUISANCES

No owner or occupant shall cause, permit or suffer any nuisance to be created or carried on in any apartment unit of which he is the owner or occupant.

ARTICLE XXIV.
PARKING FACILITIES

The project has or will have covered parking facilities as shown by the record of survey map of the project. Said parking facilities shall be and remain a part of the project's limited common areas and facilities and the owner of the respective apartment units shall have the right to the exclusive use of such parking spaces as may be granted to such owner in connection with the ownership of his apartment unit. No automobile shall be parked in the project outside of the designated parking areas.

ARTICLE XXV.
USE AND OCCUPANCY

Section 1: Obstruction of Common Areas and Facilities. No owner shall cause or allow nor permit any person over whom he has or may exercise supervision or control to cause or allow any foyer, stairway, hallway, exit, entrance, breezeway, fire escape, roadway, driveway, or sidewalk in or on the project to be obstructed or to be used for any purpose other than for ingress to or egress from said units or the project.

Section 2: Use of Units. No owner or occupant of any of said apartment units (except apartment units Nos. 109 and 110, which may be used for commercial purposes) shall without the prior written consent of the management committee occupy or use any of said apartment units or permit any person over whom such owner or occupant has or may exercise supervision and control to occupy or use the same for any purpose other than a private dwelling or to permit or suffer anything to be done or kept in or on any of said units which would constitute a nuisance or violation of any law, ordinance or regulation which would increase the rate of fire insurance on the project or which might

otherwise interfere with the rights of other owners or occupants of the project. No advertisement or illumination shall be inscribed or exposed on or at any window or outside wall of the project. The porch or patio in front of each apartment is for the exclusive use of that owner except in cases of fire or other emergency. All others should protect this privacy by confining their usage to their own porch or patio. The patio over the lobby on the fifth floor is for use of apartments Nos. 502, 508, 503, and 505.

Section 3: Maintenance of Units. Each owner or occupant of any of said apartment units shall at such owner's or occupants' sole cost and expense maintain the interior of such unit and its equipment and appurtenance in good order, condition or repair and in a clean and sanitary condition and do all redecorating, painting, or varnishing which may at any time be necessary to maintain such unit in a clean and attractive condition. No such owner or occupant shall, however, without the prior written consent of the committee make or permit to be made any structural alteration, improvement or addition in or to any of said apartment units which would adversely affect the construction, design, or appearance of the building in which said unit is situated or any other unit. No shade, awnings or window guards shall be used on the outside of any building contained within the project without the prior written approval of the committee. No radio or TV antenna or aerial shall be installed on the outside of any building contained within the project without the prior written consent of the committee.

Section 4: Minimum Age of Occupants. From and after the recordation of the Enabling Declaration of the project no lease or sale of any apartment unit shall be made which shall purport to confer or permit the right of occupancy of any apartment unit in any person under the age of sixteen years.


Section 5: Pets. No bird or animal shall be kept or harbored in the project unless the same in each instance be expressly permitted by the committee in writing. In no event shall dogs be permitted in any of the common areas and facilities of the project unless carried on a leash. The owner shall indemnify the management committee and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal or pet in the project. The keeping of pets within the project shall be subject to such further rules and regulations as the committee may adopt and prescribe.

Section 6: No Waiver of Strict Performance. The failure on the part of the committee to insist in one or more instances upon a strict performance of any of the terms, covenants or conditions of the aforesaid Act, Declaration, record of survey map, management agreement, rules, regulations, agreements, determinations and these bylaws or to exercise any right or option therein contained shall not constitute nor be construed as a waiver or relinquishment of any other right which the committee may have hereunder or which it may hereafter acquire.

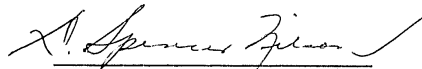
ARTICLE XXVI.
PARTIAL INVALIDITY

If any provision of these Bylaws is held invalid such determination shall not affect the remaining provisions hereof.

ADOPTED AND APPROVED THIS 5th day of February, 19 64, by management committee.



President



Secretary