

When recorded, mail to:
Smith, Knowles & Hamilton, P.C.
4723 Harrison Boulevard, Suite 200
Ogden, Utah 84403
Attention: Melven E. Smith

AMENDED
CONDOMINIUM DECLARATION
FOR
EMERALD HILLS CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT

E# 1498733 BK1886 PG1454
DOUG CROFTS, WEBER COUNTY RECORDER
16-OCT-97 256 PM FEB 23 1997 DEP HB
REC FOR: SMITH.KNOWLES.&.HAMILTON

TABLE OF CONTENTS

ARTICLE I AMENDMENT 2

ARTICLE II DEFINITIONS 3

 2.01 Act 3

 2.02 Amended Declaration 3

 2.03 Declarant 3

 2.04 Record of Survey Map, Map and Maps 3

 2.05 Property 3

 2.06 Management Committee 3

 2.07 Association 3

 2.08 Common Areas, Facilities and Common Areas 3

 2.09 Limited Common Area, Facilities and Limited Common Area 4

 2.10 Percentage Interest 4

 2.11 Condominium Unit, Unit and Units 4

 2.12 Unit Number 5

 2.13 Unit Owner or Owner 5

 2.14 Rules and Regulations 5

 2.15 Common Expenses 5

 2.16 Common Profits 5

 2.17 Condominium Project and Project 5

 2.18 Tract 6

 2.19 Mortgage 6

 2.20 Mortgagee 6

 2.21 Majority of Owners 6

 2.22 Single Family 6

ARTICLE III COVENANTS, CONDITIONS AND RESTRICTIONS 6

 3.01 Description of Improvements 6

 3.02 Description of Legal Status of Units 6

 3.03 Common and Limited Common Areas 7

 3.04 Computation of Percentage Interests 7

 3.05 Unit Maintenance 7

 3.06 Association Membership 7

 3.07 Easement of Encroachment 8

 3.08 Access for Repair of Common Areas 8

 3.09 Right of Ingress and Egress 8

 3.10 Pipes, Ducts, Cables, Wires, Conduits, Etc. 8

 3.11 Easement to Management Committee 9

 3.12 Easement for Utility Services 9

3.13	Easement for Use of Recreational Areas and Facilities	9
3.14	Use of Units and Common Areas	9
3.15	Status and General Authority of Management Committee	11
3.16	Composition of Management Committee	12
3.17	Assessments	12
3.18	Building Codes and Safety Standards	15
3.19	Insurance	17
3.20	Damage to Project	19
3.21	Owner Occupancy	19
3.22	Amendment	20
3.23	Consent Equivalent to Vote	20
3.24	Eminent Domain	20
3.25	Service of Process	20
3.26	Duty of Owner to Pay Taxes on Unit	20
3.27	Covenant to Run with Land; Compliance	20
3.28	Information Regarding Transferee of Unit	21
3.29	Indemnification of Management Committee	21
3.30	Invalidity	21
3.31	Waiver	21
3.32	Gender	21
3.33	Headings	21
3.34	Conflicts	21
3.35	Effective Date	21

EXHIBIT "A" - Legal Description	26
---	----

EXHIBIT "B" - By-Laws Governing the Emerald Hills Condominiums	27
--	----

ARTICLE I	Management Committee	27
	Section 1	General Responsibility 27
	Section 2	Operation and Maintenance 27
	Section 3	Committee Vacancies 27
	Section 4	Officers 27
	Section 5	Regular Meetings 28
	Section 6	Special Meetings 28
	Section 7	Quorum 28
	Section 8	Special Committees 28
	Section 9	Additional Facilities 28

ARTICLE II	Meeting of Unit Owners	28
------------	----------------------------------	----

	Section 1	Annual Meeting	28
	Section 2	Voting	29
	Section 3	Meetings	29
	Section 4	Special Meeting	30
	Section 5	Calls and Notices of Meetings	30
	Section 6	Waiver of Irregularities	30
ARTICLE III		Calls and Notices of Meetings	30
	Section 1	Annual Meeting of Unit Owners	30
	Section 2	Special Meetings of Unit Owners	30
ARTICLE IV		Administrative Rules and Regulations	31
ARTICLE V		Payment of Expenses	31
	Section 1	Assessments	31
	Section 2	No Waiver	32
ARTICLE VI		Taxes and Insurance	33
	Section 1	Taxes	33
	Section 2	Insurance	33
ARTICLE VII		Right of Entry	34
	Section 1	By the Committee	34
	Section 2	By the Unit	34
ARTICLE VIII		Reimbursement for Damages	34
ARTICLE IX		Nuisance	35
ARTICLE X		Use and Occupancy	35
	Section 1	Obstruction of Common Areas and Facilities	35
	Section 2	Use of Unit	35
	Section 3	Maintenance of Units	35
	Section 4	Pets	36
	Section 5	No Waiver of Strict Performance	36
	Section 6	Outside Parking Area	36
		EXHIBIT "C" - Percentage of Common Ownership Interest	37

**AMENDED
CONDOMINIUM DECLARATION
FOR
EMERALD HILLS CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT**

THIS AMENDED CONDOMINIUM DECLARATION FOR EMERALD HILLS CONDOMINIUMS (hereinafter referred to as "Amended Declaration") is made this 27th day of September, 1997, by The Management Committee of Emerald Hills Condominiums (hereinafter referred to as the "Declarant" or sometimes as the "Management Committee") for the purpose of amending all prior declarations, and amendments thereto, of EMERALD HILLS CONDOMINIUMS.

RECITALS:

07-048-0001-0032
07-121-0001-0023
07-049-0001-0036
07-141-0001-0036
07-133-0001-0048

A. The original Declarant heretofore filed for record a Declaration of EMERALD HILLS CONDOMINIUMS on Phases 1, 2, 3, 4 and 5 as follows, to wit:

PHASE 1: Declaration: dated May 18, 1966; recorded May 18, 1966 in Book 836, Page 560 of Records as Entry Number 473451. Record of Survey Map: dated May 18, 1966, recorded May 18, 1966 in Book 15, Page 34 of Plats as Entry No. 473452.

PHASE 2: Declaration: dated January 29, 1968, recorded January 29, 1968 in Book 881, Page 394 as Entry No. 499860. Record of Survey Map: dated January 29, 1968; recorded January 29, 1968 in Book 15, Page 81 of Plats as Entry No. 499858.

PHASE 3: Declaration: dated November 4, 1969; recorded November 7, 1969 in Book 929, Page 85 as Entry No. 527726. Record of Survey Map: dated November 3, 1969; recorded November 7, 1969 in Book 16, Page 31 of Plats as Entry No. 527725.

PHASE 4: Declaration: dated June 22, 1971, recorded July 1, 1971 in Book 969, Page 878 as Entry No. 553328. Record of Survey Map: dated March 4, 1971, recorded July 1, 1971, in Book 16, Pages 90-94, as Entry No. 553329, and

PHASE 5: Declaration: dated March 31, 1972, recorded July 11, 1972, in Book 998, Page 540 as Entry No. 574399.

B. On or about December 16, 1996, the Management Committee of EMERALD HILLS CONDOMINIUMS properly executed an Amendment to Declaration of EMERALD HILLS CONDOMINIUMS and caused the same to be recorded in the County Recorder's Office of Weber County, State of Utah, on January 8, 1997, in Book 1842, at Pages 2975-2981, as Entry No. 1449178.

C. On August 12, 1997, the Management Committee caused a proposed copy of the Amended Condominium Declaration for Emerald Hills Condominiums ("Proposed Declaration"),

together with a cover letter inviting all written responses thereto, to be delivered personally or deposited in the mail, with postage prepaid, addressed to each Unit Owner, at his/her last post office address as it then appeared on the records of the Management Committee.

D. Over a period of approximately four weeks, the Management Committee received written comments from Unit Owners regarding the Proposed Declaration. After reviewing all written responses, the Management Committee made modifications to the Proposed Declaration.

E. On August 12, 1997 and again on September 5, 1997, the Management Committee caused a written notice setting forth the time and place for an Annual Meeting of Unit Owners to be delivered personally or deposited in the mail, with postage prepaid, addressed to each Unit Owner, at his/her last post office address as it then appeared on the records of the Management Committee. The written notice included a copy of the Proposed Declaration as modified by the Management Committee following comments.

F. At the Annual Meeting of Unit Owners, held on September 27, 1997 in the Newgate Mall Community Room at 6:00 p.m., approximately seventy-two percent (72%) of Unit Owners were represented, either in person or by absentee ballot, which constituted a quorum for the purpose of conducting association business. During the course of the Special Meeting, a lengthy and thorough discussion was had concerning this Amended Declaration.

G. At the aforementioned Annual Meeting of Unit Owners, this Amended Declaration was affirmatively approved by a sixty percent (60%) majority of the Unit Owners present, or represented by absentee ballot, in accordance with the prior Declarations.

ARTICLE I

AMENDMENT

The Management Committee, after having received the affirmative vote by a majority of Unit Owners present at the Special Meeting described in the above recitals, now desires to amend the original Declarations (as identified above in the recitals) by executing and recording this Amended Declaration. Upon recordation of this Amended Declaration, this Amended Declaration, and this Amended Declaration alone, shall contain the entire declaration for EMERALD HILLS CONDOMINIUMS and shall supersede and take priority over all terms and provisions of all previous Declarations and amendments thereto. The Management Committee hereby submits the Tract, together with the buildings, all improvements, all easements and all rights and appurtenances thereunto, belonging to the provisions of the Act, to be known as EMERALD HILLS CONDOMINIUMS. All real property included within EMERALD HILLS CONDOMINIUMS is described on the Record of Survey Maps described above in the recitals.

ARTICLE II

DEFINITIONS

When used in the Amended Declaration and in the By-Laws, which are made a part of this Amended Declaration and are attached hereto as Exhibit "B", the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

2.01. Act shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-36, Utah Code Annotated, 1953), as the same may be amended from time to time.

2.02. Amended Declaration shall mean and refer to this instrument, and this instrument only, unless this instrument is amended from time to time, in which case Amended Declaration shall also refer to this instrument, together with any amendments thereto.

2.03. Declarant shall mean and refer to the Management Committee of Emerald Hills Condominiums.

2.04. Record of Survey Map, Map and Maps shall mean and refer to any and all Survey Maps and Maps referred to in the recitals of this Amended Declaration.

2.05. Property shall mean and refer to the land in Exhibit "A", the buildings, all improvements and the structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

2.06. Management Committee shall mean and refer to the Management Committee of EMERALD HILLS CONDOMINIUMS Project.

2.07. Association shall mean and refer to all of the Unit Owners acting as a group in accordance with the Amended Declaration and By-Laws.

2.08. Common Areas, Facilities and Common Areas shall mean and refer to, and include:

- a. All Common areas and Facilities designated as such in the Survey Map.
- b. All Limited Common Areas and Facilities.

c. All foundations, columns, girders, beams, supports, perimeter walls, roofs, and any entrances and exits which are designated for the use of more than one Unit, parking spaces, access roads, driveways, walkways, pedestrian sidewalks, landscapes and planting areas, fences, street lights, and other common facilities.

d. All apparatus, installations, and facilities included within the Project and existing for common use.

e. All portions of the Project not specifically included within individual Units.

f. All Common Areas as defined in the Act, whether or not enumerated herein.

2.09. Limited Common Area, Facilities and Limited Common Areas shall mean and refer to those Common Areas designated herein and reserved for the use of a certain Unit or Units, to the exclusion of other Units; specifically, carports and patios of each Unit, shall be Limited Common Area to each such Unit. In addition, the storage areas designated by numbers on the Plats, shall be Limited Common Areas to the Units to which the storage areas are assigned.

2.10. Percentage Interest means and refers to the percentage undivided interest of each Unit in the Common Areas as set forth in Article III, Paragraph 3.04.

2.11. Condominium Unit, Unit and Units shall mean and refer to, and include:

a. A separate physical part of the Property intended for independent use consisting of rooms or space located in a building. Units are shown in the Map by single cross-hatching.

b. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designed to serve only one Unit, such as appliances, electrical receptacles and outlets, air-conditioning compressors and other air-conditioning apparatus, fixtures and the like.

c. The upper and lower (horizontal) boundaries of a Unit shall be the following boundaries extended to an intersection with the vertical (parametric) boundaries:

i. Upper boundary: the horizontal plane of the undecorated bottom surface of the ceiling;

ii. Lower boundary: the horizontal plane of the undecorated top surface of the floor.

d. The vertical (parametric) boundary of a Unit shall be the vertical plane which includes the front surface of the plaster board of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

2.12. Unit Number shall mean and refer to the number which designates a Unit in the Map.

2.13. Unit Owner or Owner shall mean and refer to the Owner of the fee in a Unit and Percentage Interest in the Common Areas which is appurtenant thereto. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall, upon notice to the Committee by the Purchaser (unless the seller and purchaser have otherwise agreed and have informed the Committee in writing of such agreement) be considered the Unit Owners for purposes of voting, Committee membership, and payment of fees.

2.14. Rules and Regulations means those rules and regulations adopted from time to time by the Management Committee that are deemed necessary for the operation of the Project, provided they are not in conflict with the Act or Amended Declaration.

2.15. Common Expenses shall mean and refer to all sums which are expended on the behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties or rights under the Act, this Amended Declaration, any Management Agreement for the operation of the Project, and such Rules and Regulations as the Management Committee may, from time to time, make and adopt. By way of illustration but not limitation, Common Expense shall include:

a. Expense of administration, maintenance, operation, repair, or replacement of those elements of the Common Areas that must be replaced on a periodic basis, and to other reserves as may, from time to time, be established pursuant to the Amended Declaration;

b. Expenses agreed upon by the Association and lawfully assessed against the Owners in accordance with the Amended Declaration;

c. Expenses declared Common Expenses by the provisions of the Act, this Amended Declaration or the By-Laws; and

d. Any valid charge against the Project as a whole.

2.16. Common Profits shall mean and refer to the balance income, rents, profits, and revenues from the Common Areas remaining after deduction of the Common Expenses.

2.17. Condominium Project and Project shall mean and refer to the EMERALD HILLS CONDOMINIUMS Project.

2.18. Tract shall mean and refer to the real property hereby submitted to the Project. The Property which Exhibit "A" of this Amended Declaration submits to the terms of the Act constitutes a Tract.

2.19. Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered. First mortgage shall refer to a mortgage which has a lien position prior to any other mortgage.

2.20. Mortgagee shall mean and refer to any person named as a Mortgagee or beneficiary under (or holder of) a deed of trust.

2.21. Majority of Owners shall mean and refer to more than fifty percent (50%) of the Owners of the Units in the Association, which at the time of recording this Amended Declaration required the Owners of at least 91 Units.

2.22. Single Family shall mean and refer to two (2) generations of living beings, related by marriage, adoption, or natural descent. Unit Owners may have up to three (3) generations of living beings residing in a single Unit, not to exceed one (1) year, upon written approval of the Management Committee.

ARTICLE III

COVENANTS, CONDITIONS, AND RESTRICTIONS

The submission of the Tract to the provisions of the Act is made upon and under the following covenants, conditions, and restrictions.

3.01. Description of Improvements. The improvements included in the Project are now located on the property described in Exhibit "A" annexed hereto, and all such improvements are described on the Maps. The Maps indicate the number of stories, the number of Units which are contained in the Buildings which comprise a part of such improvements, the dimensions of the Units, the recreational areas and facilities, if any, and all other Common Areas thereof. The Project does now consist of a total of one hundred and eighty (180) Units. Some Units have basements of poured concrete, as indicated on the Maps. The Units are constructed with concrete footings and foundations, wood-framing, and exterior of brick veneer, aluminum and/or stucco siding.

3.02. Description of Legal Status of Units. The Maps show the Unit designation, its location, dimensions from which the area may be determined, those Limited Common Areas which are reserved for its use, and the Common Areas to which it has immediate access. All Units are residential Units. All Units shall be capable of being independently owned, encumbered, and conveyed.

3.03. Common and Limited Common Areas.

a. The Common Areas contained in the Project are described and identified in Article II of this Amended Declaration. Neither the Percentage Interest nor the right of Exclusive use of Limited Common Area shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, the Percentage Interest and such right of exclusive use shall automatically accompany transfer of the Unit to which they relate. Each Unit Owner shall, at its own cost, keep the Limited Common Areas designed for exclusive use in connection with his Unit in a clean, sanitary and attractive condition at all times. At the time this Amended Declaration was filed, the only Limited Common Areas are the carports and patios of each Unit and the storage areas assigned to each Unit as indicated on the Maps.

b. The use of the Common Areas shall be limited to Owners in residence and to their tenants in residence, and to Owner's guests, invitees and licensee. The use of the Common Areas and Limited Common Areas shall be governed by the Amended Declaration and the Rules and Regulations as initially established by the Declarant and as adopted and amended from time to time by the Management Committee.

3.04. Computation of Percentage Interests. Each Unit in the Project shall include an undivided interest in the Common Areas and Facilities. The proportionate share of the Common Areas and Facilities allocated to each Unit is based on the proportionate value that each Unit bears to the total value of all Units. The proportionate share of the Common Areas and Facilities allocated to each Unit is more particularly described in Exhibit "C" attached hereto and made a part hereof. The proportionate ownership in the Common Areas shall be for all purposes limited to ownership. Voting, participation in Common Profits, and allocation of assessments for Common Expenses shall be equal among all Units.

3.05. Unit Maintenance. Each Owner shall at his own cost and expense, maintain, repair, paint, repaint, tile, wallpaper or otherwise refinish and decorate the interior surface of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decoration and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range or other appliances or fixtures that may be in or connected with his Unit. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value of any other Unit.

3.06. Association Membership. Membership in the Association shall be mandatory, shall be appurtenant to the Unit in which the Owner has the necessary interest and shall not be separated from the Unit to which it appertains. The property, business and affairs of the Association shall be governed by the Management Committee as agent of the Association.

3.07. Easement of Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachments and for maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either to the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the Tract, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

3.08. Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right to be exercised by the Committee, as its agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of Unit Owners shall be the responsibility of the Association; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Amounts owing by the Owners pursuant hereto shall be collected by the Committee by assessment.

3.09. Right of Ingress and Egress. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit and to the Limited Common Areas designated for use in connection with his Unit, and such right shall be appurtenant to and pass with the title to each Unit.

3.10. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Facilities Located Inside the Units; Support. Each Unit Owner shall have an easement common with Owners of all other Units to use all the pipes, wires, ducts, cables, conduits, public utility lines and other Common Facilities located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Facilities serving such other Units and located in such Unit. The Management Committee shall have a right of access to each Unit to inspect the same, to remove any violations therefrom and to maintain, repair or replace the common areas contained therein or elsewhere in the buildings. Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support to the benefit of all other Units and the Common Areas.

3.11. Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Amended Declaration.

3.12. Easement for Utility Services. This blanket easement extends to South Ogden City.

3.13. Easement for Use of Recreational Areas and Facilities.

a. Each Unit Owner and each person lawfully residing in a Unit located on any portion of the described land on Exhibit "A" hereto is hereby granted a non-exclusive right and easement of enjoyment in common with others of the amenities and recreational facilities constituting a portion of the Common Areas of the Project.

b. The right and easements of enjoyment created hereby shall be subject to the following:

(i) the right of the Management Committee to grant and reserve easements and right-of-ways through, under, over and across the recreational areas for the installation, maintenance, and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities; and

(ii) the right of the Management Committee to adopt Rules and Regulations governing the use of the Owners of the recreational areas and facilities.

c. Any person having the right to use and enjoy the recreational areas and facilities may delegate such rights to the members of his family who reside on the land in Exhibit "A" hereof and to such other persons as may be permitted by the Management Committee.

d. Each person having the right to use the recreational areas and facilities and each person to whom such right has been delegated shall comply with the Rules and Regulations regarding such use, as such Rules and Regulations may be established and amended from time to time by the Management Committee. Such rights of use may be suspended upon failure of a Unit Owner to pay his assessments or comply with the Rules and Regulations.

3.14. Use of Units and Common Areas.

a. Each of the Units in the Project is intended to be occupied for residential housing purposes by a Single Family and is restricted to such use. For purposes of this

paragraph, anyone who resides at a Unit for more than four (4) consecutive weeks or for more than eight (8) weeks in any calendar year shall be deemed a Permanent Resident.

b. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Management Committee. The Management Committee may, by Rules and Regulations, prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or Common Areas. Nothing shall be kept or stored in any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except on the prior written consent of the Management Committee.

c. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which may result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Management Committee, but for such activity, would pay without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Management Committee and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an unreasonable annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

d. No Owner shall violate the Rules and Regulations for the use of the Units and of the Common Areas as adopted from time to time by the Management Committee.

e. No structural alterations to any Unit shall be made by the Owner without the prior written consent of the Management Committee.

f. No recreational vehicle (boats, campers, trailers, motor homes, or similar items) shall be parked on any portion of the Common Areas except (i) for temporary parking and (ii) in RV parking, subject to existing Rules and Regulations established by the Management Committee from time to time.

g. No signs whatsoever shall be erected or maintained in the Common Areas without the prior written consent of the Management Committee, except such signs as may be required by legal proceedings.

3.15. Status and General Authority of Management Committee. Notwithstanding anything herein contained to the contrary, EMERALD HILLS CONDOMINIUMS Project shall be managed, operated, and maintained by the Management Committee exclusively as agent of the Association and any act performed by the Management Committee pursuant to this Amended Declaration or the By-Laws, as the same may be amended from time to time, shall be deemed to be performed by the Management Committee for and on behalf of the Association as its agent. The Management Committee shall have, and is hereby granted the following authority and powers:

- a. The authority, without the vote or consent of the Owners, to transfer or convey utility and similar easements over, under, across, and through the Common Areas and Facilities.
- b. The authority to execute and record, on the behalf of all the Unit Owners, any amendment to the Amended Declaration or Map which has been approved by the consent necessary to authorize such amendment.
- c. The power to sue.
- d. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.
- e. The power and authority to convey or transfer any interest in real property authorized by the Owners having an interest therein.
- f. The power and authority to purchase, otherwise acquire, and accept title to any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- g. The authority to promulgate such reasonable Rules and Regulations, and procedures as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Owners.
- h. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Association. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Management Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

i. The Management Committee may carry out any of its functions which are capable of delegation through a Project Manager. Any Manager retained for such purpose must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Unit Owners and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

3.16. Composition of Management Committee. The Management Committee shall be composed of seven (7) persons, all of whom shall be Owners of Units. The Management Committee members shall serve for the terms as provided in the By-Laws and shall be elected as provided in Section 1, Article II of the By-Laws. In all other cases of vacancy, the remaining Management Committee members shall elect a replacement to sit on the Management Committee until the next meeting of the Unit Owners.

3.17. Assessments.

a. Amount of Total Annual Assessments: The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates may include, among other things, expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto, common lighting and heating, water charges, trash collection, sewer charges, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Management Committee employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Amended Declaration.

b. Apportionment of Annual Assessments: Unless otherwise stated herein or in the by-laws, expenses attributed to the Common Areas and to the Project as a whole shall be equally apportioned among all the Owners and not allocated in proportion to their respective Percentage Interests in the Common Areas.

c. Notice of Annual Assessments and Time for Payment Thereof: Annual assessments have remained relatively constant from year to year. Therefore, the Management Committee shall not be obligated to give written notice to each Owner as to the amount of the annual assessment from year to year until and unless there is a change in the annual assessment, in which event the Management Committee shall give sixty (60) days prior written notice, either mailed or hand-delivered to each Unit Owner,

before the new assessment will become effective. Such sixty (60) day notice may be given at any time throughout the year and from time to time as necessary in order to adjust the annual assessments to meet the financial needs of the Association. Such assessments shall be due and payable in monthly installments on the first day of each and every month of each year. The annual assessments for 1997 shall continue as established in the past until Unit Owners are notified otherwise as required in this paragraph. Each monthly assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. In addition, any payment not paid within thirty (30) days of its due date shall include a \$5.00 late charge fee. Failure of the Management Committee to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of a Unit for such assessment, but the date when payment shall become due in such case shall be deferred to a date thirty (30) days after such notice shall be given.

d. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Management Committee may, in any assessment year, levy a special assessment, payable over such a period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of the Project or any part thereof, including roofing, or for any other expense incurred or to be incurred as provided in this Amended Declaration. This Section shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be authorized by other Sections hereof. Any amounts assessed pursuant hereto shall be equally assessed to the Owners and not in proportion to their respective Percentage Interests in the Common Areas. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. In addition, any special assessment not paid within thirty (30) days of its due date shall include a \$5.00 late charge fee. Notwithstanding anything to the contrary herein contained, additions or capital improvements to the Project which cost no more than Five Thousand Dollars (\$5,000.00) may be authorized by the Management Committee alone. Additions or capital improvements, the cost of which will exceed such amount must, prior to being constructed, be authorized by a Majority of the Owners. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed, be authorized by vote of not less than sixty seven percent (67%) of the Unit Owners in person or by absentee ballot.

e. Lien for Assessments. All sums assessed to any Unit pursuant to this Amended Declaration, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (i) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (ii)

a lien for all sums unpaid on the first Mortgage, or on any Mortgage to Declarant, duly recorded in the Official Records of Weber County, Utah, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by a lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed hereunder, the Management Committee may prepare a written notice of the lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed by the Management Committee and may be recorded in the Office of the County Recorder of Weber County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Management Committee in the same manner in which trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of the filing of the notice of lien and all reasonable attorney's fees. All such costs, expenses, and fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Management Committee any assessments against the Unit which shall become due during the period of foreclosure.

In the event of foreclosure, after the institution of the action, the Unit Owner shall pay a reasonable rental for his use of the Unit and the Management Committee shall, without regard to the value of the Unit, be entitled to the appointment of a receiver to collect any rentals due from the Owner or any other person. The Management Committee shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner hereof.

A release of notice of lien shall be executed by the Management Committee and recorded in the Office of the County Recorder of Weber County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien. Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created hereunder, and upon such payment such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

f. Personal Obligation of Owner: The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Management Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any Common Areas or by abandonment of his Unit.

g. Statement of Account: Upon payment of a reasonable fee or such other amount as may in the future be allowed by the Act, and upon written request of any Owner or Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the date that such assessment becomes or has become due; and such statement shall be conclusive upon the Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such a request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Unit.

h. Personal Liability of Purchaser for Assessment: Subject to the provisions of subparagraph (g) a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

3.18 Building Codes and Safety Standards.

a. All Owners must first obtain approval from the Management Committee before structurally altering, improving or adding an addition to his Unit. The request for alterations, improvements or additions must be in writing and contain sufficient details to allow the Management Committee to determine if the requested alterations, improvements or additions meet the Emerald Hills Condominium requirements.

b. Before commencing any structural alterations, improvements or additions to a Unit, the Owner must first obtain a building permit from South Ogden City in order to insure that all alterations, improvements or additions meet South Ogden Building Codes. In addition, Owner is responsible to assure that all work done on his Unit is completed in a quality, workmanship like manner.

c. Unit Owner desiring to enclose the open side of carports or exterior patio walls must use building materials of brick, brick veneer, wood, siding, glass block, windows, or any other material approved by the Management Committee. Before Owner commences any work, Owner must first obtain prior written approval from the Management Committee.

d. Any garage doors installed must be of wood, metal or fiberglass and of the same brown color used on the exterior wood throughout the project.

e. Any fences replaced within the project must be constructed of similar material to the existing fences or of brick of a matching style and color as the main structure.

f. Any changes to the existing boundaries as monumented by fences must first be approved by the Management Committee.

g. Any changes to the material and/or design of dividers between Units must first be approved by the Management Committee and acceptable to the affected Unit Owners.

h. The color, type and quality of any paint used on the exterior surface of a Unit must first be prior approved by the Management Committee.

i. The color, materials, type, and location of any awning and/or shade apparatus must first be approved by the Management Committee before installation.

j. The expansion or replacement of existing patio covers must be constructed of structural metal, or of a material similar to the existing cover. Any extension or replacement must be installed in such a way that the extended or replaced patio cover will not create any drainage problem to other Units or to the Common Areas and/or facilities.

k. Any installation of wood burning stoves or fireplaces must be done pursuant to a properly issued building permit from the city of South Ogden. Upon completion of the installation of such stove or fireplace, the Owner shall request and obtain an inspection by the South Ogden building inspector. Prior to installation, Owner must first obtain approval to install the stove or fireplace from the Management Committee. The Owner must show that the chimney will meet UL Class A specifications. Any metal chimneys which extend along the outside of exterior walls must be incased with matching material to the exterior material on adjacent walls and bay windows. The design shall compliment the general appearance of the building and must first be approved by the Management Committee.

l. Unit Owners are responsible for all maintenance and repairs to all flat concrete (patio and carport slab) and patio covers.

m. The removal or planting of any shrubs or trees within the Common Areas must first be approved by the Management Committee.

n. The Unit Owner shall become responsible for all maintenance and repairs to any portion of the building, patio, carport or storage room that has been altered, improved or added to by the present or previous owners.

3.19. **Insurance.** The Management Committee shall secure, and at all times maintain, the following insurance coverage:

a. A multi-peril policy or policies of fire and casualty insurance, with extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than eighty percent (80%) of the insurable value (based upon replacement costs). Each such policy shall contain the standard mortgage clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Mortgagees as their interests may appear. The insured shall be the Association.

b. An earthquake policy with coverage based on a replacement cost basis for the highest coverage possible, up to 100% of the insurable value (based upon replacement cost), provided the premiums for such coverage is reasonable and affordable to the Association.

c. A comprehensive policy of public liability insurance insuring the Association, the Management Committee, the Manager, and the Unit Owners against any liability incident to ownership, use or operation of the Common Areas and public ways of the Project or of any Unit which may arise among themselves, to the public or to any invitees or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, for personal property injury and/or property damage. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent act of the Association or other Unit Owners. The scope of the coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for similar projects in location, construction and use.

d. The Association shall maintain fidelity coverage to protect against dishonest acts on the part of Management Committee Members, Manager, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which in no event shall be less than one-half (1/2) the insured's estimated annual operating expenses and revenues. In connection with such coverage, an appropriate endorsement to the policy to cover any person who serves without compensation shall be added if the policy would not otherwise cover volunteers.

The following additional provisions shall apply with respect to insurance:

a. In addition to the insurance and bond coverage described above, the Management Committee shall secure and at all times maintain insurance against such risks as are, or hereafter may be, customarily insured against in connection with all condominium projects similar to the Project in construction, nature or use.

b. Each hazard insurance policy shall be written by a company holding a financial rating of Class VI or better from Best's Insurance Reports. Each insurer must be specifically licensed to transact business within the State of Utah. Policies are unacceptable where: (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against a Borrower or its designee; or (ii) by the terms of the carrier's charter, by-laws or policy loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent a borrower from collecting the insurance proceeds.

c. The Management Committee shall have the authority to adjust losses.

d. Insurance secured and maintained by the Management Committee shall not be brought into contribution with insurance held by individual Unit Owners or their Mortgagee.

e. Each policy of insurance obtained by the Management Committee shall provide:

(i) a standard mortgagee clause commonly accepted by private institutional mortgage investors in the Area in which the Project is located;

(ii) a waiver (if available) of the insurer's subrogation rights with respect to the Management Committee, the Manager, the Unit Owners, and their respective servants, agents and guests;

(iii) that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Unit Owner or Owners;

(iv) that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer or employee of the Management Committee or the Manager without a prior written demand that the defect be cured;

(v) that any "no other insurance clause" therein shall not apply with respect to insurance held individually by the Unit Owners;

f. Any Unit Owner may obtain additional insurance at his own expense, as long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Management Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project, other than personal property belonging to such Unit Owner, shall supply the Management Committee with a copy of his policy within thirty (30) days after he acquires such insurance.

3.20. Damage to Project. In the event of damage of or destruction of part or all of the improvements in the EMERALD HILLS CONDOMINIUMS, the following procedures shall apply:

a. If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvements, such repair or reconstruction shall be carried out.

b. If less than seventy-five percent (75%) of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all Unit Owners shall be assessed for any deficiency on the basis of their respective Percentage Interest.

c. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners do not, within one hundred (100) days after the destruction or damage and by a vote of at least seventy-five percent (75%), elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Weber County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections one (1) through four (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this paragraph regarding the extent of damage to or destruction of Project improvements shall be made by three MAI appraisers selected by the Management Committee. The decision by any two such appraisers shall be conclusive.

3.21 Owner Occupancy. From and after December 16, 1996, no Owner may rent his Unit. This prohibition shall not apply to Units rented as of December 16, 1996, to the Management Committee, or to any mortgagee which may rent out a Unit during the pendency of a foreclosure or for a reasonable time thereafter while seeking a purchaser for the Unit. When a leased unit is sold, the Unit may no longer be rented and the exception shall expire.

3.22. Amendment. Except as provided below, the affirmative vote of the Majority of Owners, in person at a meeting of the Association or by absentee ballot in accordance with Article II, Paragraph 2.5 of the Bylaws, but not by proxy, shall be required to amend the Amended Declaration, the Bylaws, or the Map. Any amendments so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument, the Management Committee shall certify that the vote required by this Paragraph for amendment has occurred.

3.23. Consent Equivalent to Vote. In those cases in which the Act or this Amended Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirements may be fully satisfied by obtaining with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of undivided ownership interest.

3.24. Eminent Domain. Whenever all or part of the Common Areas shall be taken, injured, or destroyed as a result of the exercise of eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury, or destruction as a whole and not for each Unit Owner's interest therein. After such determination each Unit Owner shall be entitled to a share in the damages in the same portion as his Percentage Interest in the Common Areas.

3.25. Service of Process. Theodore Dunn, whose address is 987 East 5400 South, South Ogden, Utah 84405, is the person to receive service of process in cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor substitute process agent. Such successors or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Weber County, State of Utah.

3.26. Duty of Owner to Pay Taxes on Unit. It is understood that under the Act, each Unit (and its Percentage Interest in the Common Areas) in the Project is subject to a separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof, no taxes will be assessed or levied against the Project as such, except for certain personal properties thereof. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him or his Unit.

3.27. Covenant to Run With Land; Compliance. This Amended Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of all parties who hereafter acquire any interest in a Unit, in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, terms of this Amended Declaration, the By-Laws, and the provisions of any rules, regulations,

agreements, instrument, and determinations contemplated by this Amended Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee on behalf of Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Amended Declaration.

3.28. Information Regarding Transferee of Unit. Any Unit Owner who sells, leases, or otherwise disposes of his Unit shall submit to the Management Committee pertinent information regarding the transferee or new occupant within one week of any transfer of title or possession of a Unit.

3.29. 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 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 Management Committee.

3.30. Invalidity. the invalidity of any provisions of this Amended Declaration, or any portion thereof, shall not be deemed to impair or affect in manner the validity, enforceability, or effect of the remainder of this Amended Declaration and, in such event, all of the other provisions of this Amended Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

3.31. Waiver. No provision contained in this Amended Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

3.32. Gender. The use of the masculine gender in this Amended Declaration shall be deemed to refer to the feminine and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

3.33. Headings. The headings appearing at the beginning of the paragraphs of this declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content, meaning, or intent of this Amended Declaration or any paragraph or provisions hereof.

3.34. Conflicts. This Amended Declaration is set forth to comply with the requirements of the Act. In event of any conflict between this Amended Declaration and the provision of the Act, the provisions of the latter shall control.

3.35. Effective Date. This Amended Declaration shall take effect upon recording in the Office of the County Recorder of Weber County, Utah.


IN WITNESS WHEREOF, the undersigned have executed this instrument on the year and date first written above.


EMERALD HILLS CONDOMINIUMS
ASSOCIATION, an unincorporated
Association, by and through its Management
Committee:


Ted Dunn

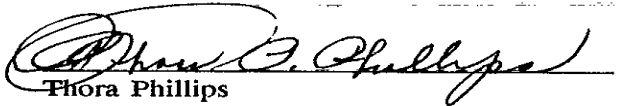

Wes Carlson


Lisa Bailey


Bron Greenwood


Barbara Marriott


Mary Ann Murphy

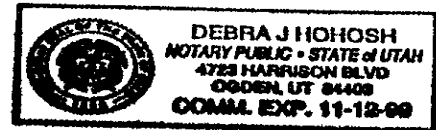

Thora Phillips

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 9th day of October, 1997, personally appeared before me Ted Dunn, the signer of the within instrument who acknowledged to me that (s)he executed the same.

Debra J. Hohosh
NOTARY PUBLIC

Residing At: Ogden, Ut
My Commission Expires:
11-12-99

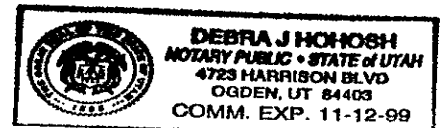


STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 9th day of October, 1997, personally appeared before me Wes Carlson, the signer of the within instrument who acknowledged to me that (s)he executed the same.

Debra J. Hohosh
NOTARY PUBLIC

Residing At: Ogden, Ut
My Commission Expires:
11-12-99

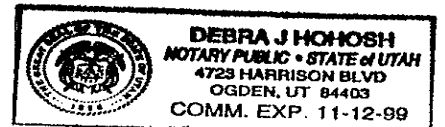


STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 9th day of October, 1997, personally appeared before me Lisa Bailey, the signer of the within instrument who acknowledged to me that (s)he executed the same.

Debra J. Hohosh
NOTARY PUBLIC

Residing At: Ogden, Ut
My Commission Expires:
11-12-99



STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 14 day of October, 1997, personally appeared before me Bron Greenwood, the signer of the within instrument who acknowledged to me that (s)he executed the same.

Karol J. Phipps
NOTARY PUBLIC

Residing At:
My Commission Expires:

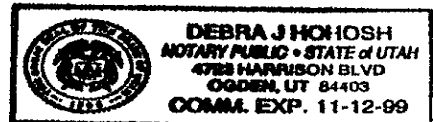


STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 14th day of October, 1997, personally appeared before me Barbara Marriott, the signer of the within instrument who acknowledged to me that (s)he executed the same.

Debra J. Hohosh
NOTARY PUBLIC

Residing At:
My Commission Expires:



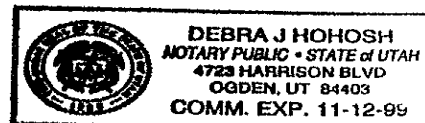
STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 9th day of October, 1997, personally appeared before me Mary Ann Murphy, the signer of the within instrument who acknowledged to me that (s)he executed the same.

Debra J. Hohosh
NOTARY PUBLIC

Residing At: Ogden, Ut
My Commission Expires:

11-12-99



STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On the 9th day of October, 1997, personally appeared before me Thora Phillips, the signer of the within instrument who acknowledged to me that (s)he executed the same.

Karol J. Phipps
NOTARY PUBLIC

Residing At: Ogden, Utah
My Commission Expires: 4-15-99



EXHIBIT "A"

The perimeter boundary description of all phases of EMERALD HILLS CONDOMINIUMS is described as follows:

Beginning at a point South 89°26'45" East 200.00 feet from the South ¼ corner of Section 16, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°15' West 1067.34 feet, thence along a 150.28 foot radius curve to the right 77.16 feet (chord bears North 14°27'30" East 76.31 feet), thence North 29°10' East 322.82 feet to the Southerly line of Highway 89; thence South 60°50' East 966.57 feet, thence South 0°15' East 961.95 feet, thence North 89°26'45" West 1019.99 feet to the point of beginning.

The above description includes all of Units 1 through 180, EMERALD HILLS CONDOMINIUMS, together with the percentage of undivided interest pertaining to each unit in the common areas and facilities.

EXHIBIT "B"

BY-LAWS GOVERNING EMERALD HILLS CONDOMINIUMS

ARTICLE I

Management Committee

Section 1. General Responsibility. The business and property comprising EMERALD HILLS CONDOMINIUMS shall be managed by a Management Committee consisting of seven (7) Unit Owners to be selected by the Unit Owners as hereinafter provided. Such Management Committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by law, the Amended Declaration filed contemporaneously herewith, and/or any amendments subsequently filed thereto, and these By-laws as the same may from time to time be altered or amended; provided, however, that the Management Committee may engage the services of a project manager and/or a property management firm and fix and pay reasonable fees or compensation therefore; and delegate duties and functions thereto. The engagement of a project manager shall be a financial decision and subject to a majority vote of the Unit Owners.

Section 2. Operation and Maintenance. The Management Committee shall be responsible for the control, operation and management of the Project, in accordance with the provisions of the Utah Condominium Ownership Act, the Amended Declaration whereby the Project is established and submitted to the provisions of said Act, these by-laws, and such administrative, management and operational rules and regulations as the Management Committee may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Management Committee. The Management Committee shall, in this connection, provide for the proper and reasonable control, operation and management of the Project and of the maintenance and repair of the common areas and facilities appurtenant thereto.

Section 3. Committee Vacancies. In case of any vacancy in the Management Committee, the remaining members thereof may elect a successor to hold office until the next meeting of the Unit Owners.

Section 4. Officers. The Management Committee shall appoint or elect from among its membership a chairman, a vice chairman, secretary, and a treasurer, who shall hold office at the pleasure of the committee. The chairman of the committee, or in his absence, the vice-chairman, shall preside at all meetings of the committee and at all meetings of the Unit Owners. The secretary shall take and keep minutes of all meetings. 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. 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 chairman to do so, report the state of finances of the committee at each annual meeting of the Unit Owners and at any meeting of the committee. He shall perform such other services as the committee may require of him and shall receive compensation as the committee may fix or approve.

Section 5. Regular Meetings. A regular meeting of the Management Committee shall be held within one (1) week following each annual Unit Owners meeting at the place designated by the committee. Regular meetings, other than the annual meeting, shall be held at regular intervals and at such places and at such times as the committee may from time to time by resolution designate. No notice need be given of regular meetings of the committee.

Section 6. Special Meetings. Special meetings of the Management Committee shall be held whenever called by the chairman, vice-chairman, or by a majority of the committee. Either written or oral notice of such special meeting shall be given not less than 24 hours in advance of said meeting; provided, however, that by unanimous consent of the committee, special meetings may be held without call or notice of any time or place.

Section 7. Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of the majority of the committee then in office.

Section 8. Special Committees. The Management Committee, by resolution, may designate one or more special committees, each committee to consist of two (2) or more of the Unit Owners, which exercise the powers in said resolution set forth. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. Such special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The chairman of the Management Committee may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 9. Additional Facilities. 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 interest of the members, for conducting the business of the committee.

ARTICLE II

MEETING OF UNIT OWNERS

Section 1. Annual Meeting. The annual meeting of all Unit Owners shall be held prior to October 31 of each year on the date, at the time, and at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that such date will not be set on a legal holiday or weekend connected with such holiday. At such meeting the Unit Owners shall fill any vacancies in the Management Committee by electing the necessary members who shall each serve for a two (2) year term and until successors are elected and

qualified. The term of newly elected members of the Management Committee shall become effective immediately following the election.

Section 2. Voting. At any meeting of the Owners, each Owner shall be entitled to cast one vote for each unit owned.

2.1 Multiple Owners. Where there is more than one record owner, any or all of such persons may attend any meeting of the owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons.

2.2 Proxy. Any Owner may be represented by an agent duly appointed by an instrument in writing signed by the Owner and filed with the Management Committee or the Manager. Any designation of an agent to act for an Owner may be revoked at any time by written notice to the Management Committee or Manager, and shall be deemed revoked when the Management Committee or the Manager shall receive actual notice of the death or judicially declared incompetence of such Owner or of the conveyance of such Owner of his condominium. Such proxy votes shall be accepted on all issues with the exception of any proposed amendments to the Amended Declaration, Bylaws or Maps or removal of a member or members in the Management Committee.

2.3 Amendment. In accordance with paragraph 3.22 of the Amended Declaration, the affirmative vote of the Majority of Owners (at least 91 votes on the date this Amended Declaration is filed) shall be required to amend the Amended Declaration, these Bylaws, or the Map. Unit Owners may vote in person at an annual meeting or special meeting, duly called in accordance with Article III of these Bylaws or by absentee ballot. Proxy votes shall not be accepted on proposed amendments to the Amended Declaration, these Bylaws, or the Map.

2.4 Removal of Management Committee Member(s). In accordance with paragraph 3.22 of the Amended Declaration, the affirmative vote of the Majority of Owners (at least 91 votes on the date the Amended Declaration is filed) in the Association shall be required to remove any Committee Members prior to the expiration of their terms.

2.5 Absentee Ballot. Any proposals to amend the Amended Declaration, these Bylaws or the Map, or remove members of the Management Committee shall be clearly stated in an absentee ballot and included in the notice to each Unit Owner pursuant to Article III, Sections 1 and 2, of these Bylaws. The absentee ballot shall include instructions with an address to whom the ballot should be returned prior to the scheduled meeting.

Section 3. Meetings. The presence of any Unit Owners at a meeting duly called in accordance with Article III shall constitute a quorum for the purpose of conducting association

business. Unless otherwise expressly provided in the Amended Declaration, or these Bylaws, any action may be taken at any meeting of the Owners upon the affirmative vote of a majority of the voting power of the Owners present, or represented by proxy or absentee ballot.

Section 4. Special Meeting. Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of this Amended Declaration require the approval of all or some of the owners, or for any other reasonable purpose. Said meeting shall be called by written notice from the Management Committee, or by one-third (1/3) of the Owners and delivered 48 hours (or at least fifteen (15) days if an absentee ballot is required) prior to the date and time fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

Section 5. Calls and Notices of Meetings. The calls and notices of all meetings of the Unit Owners shall conform to the provisions of Article III of these By-laws.

Section 6. Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the matter of voting, and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting.

ARTICLE III

CALLS AND NOTICES OF MEETINGS

Section 1. Annual Meeting of Unit Owners. At least five (5) days (or at least fifteen (15) days if an absentee ballot is required), inclusive of the date of meeting, before the date of any annual meeting of the Unit Owners, the secretary shall cause a written notice setting forth the time and place to be delivered personally or deposited in the mail, with postage prepaid, addressed to each Unit Owner at his last post office address as it then appears on the records of the Management Committee.

Section 2. Special Meetings of Unit Owners. Special meetings of the Unit Owners may be called by the Management Committee, or by one-third (1/3) of the Owners, and notice of such meeting shall be given to each Unit Owner in writing at least 48 hours (or at least fifteen (15) days if an absentee ballot is required) before the time fixed for the meeting and such notice shall advise each Unit Owner as to the time, place and general purpose of the meeting and shall be delivered personally, or mailed, postage prepaid, to each Unit Owner at his last post office address as it appears on the books of the Management Committee. Whenever all of the members shall meet in person, such meeting shall be valid for all purposes without call or notice, or waiver of call or notice. No call or notice of any meeting of members shall be necessary if waiver of call and notice be signed by all of the members.

ARTICLE IV

ADMINISTRATIVE RULES AND REGULATIONS

The committee shall have the power to adopt and establish by resolution such building, management, and operational rules as the committee may 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. When a copy thereof has been furnished to the owners they shall be taken to be a part hereof. 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 project. Rules and regulations may be altered or amended or abolished at a meeting of Owners properly called and properly voted.

ARTICLE V

PAYMENT OF EXPENSES

Section 1. Assessments. Each Unit Owner shall pay the Management Committee his pro-rata portion of the cash requirements deemed necessary by the committee to manage and operate EMERALD HILLS CONDOMINIUMS upon the terms, at the times, and in the manner herein provided without any deduction on account or any setoff or claim which the Owner may have against the management, and if the Owner shall fail to pay any installment within thirty (30) days from the time when the same becomes due, the Owner shall pay a penalty of \$5.00 plus interest on the unpaid installment at the rate of eighteen percent (18%) 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 portion of the year, are hereby defined, and shall be deemed to be such aggregate as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of EMERALD HILLS CONDOMINIUMS then in existence to enable the committee to pay all estimated expenses and outlays of the committee to the close of each year, growing out of or in connection with the maintenance and operation of such land, buildings, and improvements, which sum may include, among other things, the cost of management, special assessments, fire, casualty, and public liability insurance premiums, common lighting and heating, landscaping and care of grounds, repairs and renovations to common areas and facilities, garbage collections, wages, water charges, sewer fees, legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of the Amended Declaration and these by-laws, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus fund, as well as all other costs and expenses relating to EMERALD HILLS CONDOMINIUMS. The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year.

The committee may include, in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in a 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.

The pro-rata portion payable by the Owner in and for each year or portion of 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 ratio of the Owner's unit to the total of all units, and such assessments, together with any additional sums accruing under the Amended Declaration and these By-laws 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 committee.

The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating EMERALD HILLS CONDOMINIUMS and to determine the cash requirements of the Management Committee to be paid as aforesaid by the Owners under the Amended Declaration and these By-laws. Every such reasonable determination by the committee, within the bounds of the Condominium Ownership Act, the Amended Declaration, and these By-laws, shall be final and conclusive as the Owners, and any expenditures made by the Committee, within the bounds of the Condominium Ownership Act, and this Amended Declaration, shall as against the Owner be deemed necessary and properly made for such purpose.

If any Owner shall at any time, pursuant to Paragraph 3.21 above of amended declarations, have a Unit rented, and if such Owner or tenant default for a period of one (1) month in the payment of any management assessments, the Management Committee may, at its option and so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit the rent due or becoming due from such tenant or subtenant or to the Owner up to an amount sufficient to pay all sums due from the Owner to the Management Committee, and any such payments of such rent to the Committee shall be sufficient payment and discharge of such tenant or subtenant as between such tenant or subtenant and the Owner to the extent of the amount so paid.

Section 2. No Waiver. The omission of the Management Committee, before the expiration of any year, to fix the management assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the covenants, conditions, or restrictions of the Amended Declaration and these By-laws, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment shall be fixed.

ARTICLE VI

TAXES AND INSURANCE

Section 1. Taxes. It is acknowledged that under the Condominium Ownership Act each of said units in each of said unit's percentage of the undivided interest in the 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 member will, therefore, pay and discharge any and all taxes which may be assessed against any of said units of which he is the Owner, against the percentage of undivided interests in the common areas and facilities of any such unit, and/or 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 Management Committee shall secure and at all times maintain, in its name as trustee for the Owners, a policy or policies of fire and extended coverage insurance on the project in an amount which shall be equal to not less than eighty percent (80%) of the insurable value based on replacement costs. As between Unit Owners, participation in any proceeds realized by the committee from said insurance policy or policies will be on the basis of any damage sustained. In the event such Unit 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 Unit Owner shall be responsible for securing and maintaining insurance coverage on the interior of his unit and furniture, appliances, and all 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, in its own name a policy of comprehensive general liability insurance for bodily injury and property damage in the aggregate amount of \$500,000.00, or more, as determined by the Management Committee. Said minimum coverage limit may be increased or decreased by the committee from time to time as it may deem to be in the interest of its members.

C. Earthquake Policy. An earthquake policy with coverage based on a replacement cost basis for the highest coverage possible, up to 100% of the insurable value (based upon replacement cost), provided the premiums for such coverage is reasonable and affordable to the Association.

It is intended that the insurance policies herein provided for include coverage for any act or omission of the committee, its officers, agents and employees, or of the occupants of any office unit in the project, respecting the ordinary and anticipated use, occupancy, operation and/or 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 Unit Owner or occupant, or their employees, respecting acts or omissions other than those arising out of the ordinary and anticipated use, occupancy, operation and/or maintenance of the project or of any of said units.

ARTICLE VII

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 the said units in case of an emergency originating in or threatening such unit or any other part of the project, whether the Owner or occupant thereof is present at the time or not. The committee and its duly authorized agents 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 upon the common areas and facilities of the project.

Section 2. By Unit Owner. All Unit Owners and their duly authorized agents and representatives shall have the right to enter any of said units contained within the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devises 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.

ARTICLE VIII

REIMBURSEMENT FOR DAMAGES

Each Unit Owner shall promptly perform or cause to be performed all maintenance and repair work within any of said 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 to do so. Each member shall also reimburse the committee for the full value of any repairs or replacements to the common areas and facilities made necessary through the negligence or fault of such Unit Owners or such Unit Owner's tenants.

ARTICLE IX

NUISANCE

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

ARTICLE X

USE AND OCCUPANCY

Section 1. **Obstruction of Common Areas and Facilities.** No member shall cause or allow nor permit any person over whom he has or may exercise supervision or control to cause or allow any 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 Unit.** No Owner or occupant of any of said units, shall, without the prior written consent of the committee, occupy or use any of said units, nor 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 upon any of said units which would constitute a nuisance or a 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 sign, signal, advertisement, or illumination shall be inscribed or exposed on or at any window or outside wall of the project, except upon specific approval of the Management Committee.

Section 3. **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, painting and varnishing 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 Owner shall repair all injury or damage to the building or buildings caused by the act, negligence or carelessness of the Owner or that of any lessee or sublessee or any member of the Owner's family or of the family of any lessee or sublessee, or of any guest, employee or agent of the Owner or his lessee or sublessee, and all such repairs, redecorating, painting and varnishing 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 Owner shall be responsible for the maintenance or replacement of any plumbing fixtures, heating and air conditioning equipment, compactors, dishwashers, disposers, ranges, etc., that may be in or connected with the unit. The Owner shall be entitled to the exclusive use and possession of the patio, carport, and storage room attached to his unit. Without the prior written approval of the Management Committee, no Owner shall make or permit to be made any structural alteration, improvement, or addition in

or to the unit, patio, carport or storage room or in or to the exterior of the buildings, and shall not paint or decorate any portion of the exterior of the building in which his unit is located. If a Unit has a garage door, the Owner of such Unit shall maintain the interior and front of the garage, the garage door, and the patio area.

No radio, T.V. antenna, or satellite dish shall be installed on the outside of any building contained within the project without prior written consent of the committee.

Section 4. Pets. The Management Committee has the right and authority to require removal of any pets from the project if, in the opinion of the Management Committee, the pet is a nuisance. In no event shall pets be permitted in any of the common areas and facilities of the project unless carried or upon a leash. The Owner shall remove and properly dispose of any waste discharged by his or her pet within the Project. The Owner shall indemnify the committee and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any pet in the project.

Section 5. 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, Amended Declaration, record of survey map, rules, regulations, agreements, determinations and/or these By-laws, or to exercise any right or option wherein contained, shall not constitute, nor be construed as, a waiver or relinquishment of any other right which the committee may have thereunder or which it may thereafter acquire.

Section 6. Outside Parking Area. The outside parking area is reserved for guests. Unit Owners or occupants using outside parking areas consistently for overnight parking shall pay a monthly charge therefore as determined by the Management Committee.

Adopted and approved this 27th day of September, 1997.

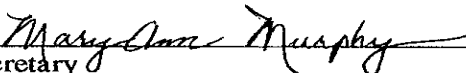

Secretary

EXHIBIT "C"

BUILDING NO.	UNIT NO.	% OF OWNERSHIP IN THE COMMON AREAS AND FACILITIES
1	1	.055483
1	2	.055483
1	3	.057172
1	4	.057172
1	5	.050543
1	6	.050543
1	7	.045348
1	8	.045348
2	9	.055483
2	10	.055483
2	11	.045348
2	12	.045348
2	13	.050543
2	14	.050543
2	15	.057172
2	16	.057172
3	17	.057172
3	18	.057172
3	19	.055483
3	20	.055483
3	21	.055483

3	22	.055483
3	23	.057172
3	24	.057172
4	25	.055483
4	26	.055483
4	27	.057172
4	28	.057172
4	29	.050543
4	30	.050543
4	31	.057172
4	32	.057172
5	33	.057172
5	34	.057172
5	35	.057172
5	36	.057172
5	37	.057172
5	38	.057172
6	39	.057172
6	40	.057172
6	41	.057172
6	42	.057172
6	43	.057172
6	44	.057172
7	45	.057172
7	46	.057172
7	47	.057172
7	48	.057172
7	49	.057172

7	50	.057172
8	51	.057172
8	52	.057172
8	53	.057172
8	54	.057172
8	55	.057172
8	56	.057172
9	57	.057172
9	58	.057172
9	59	.057172
9	60	.057172
9	61	.057172
9	62	.057172
10	63	.057172
10	64	.057172
10	65	.057172
10	66	.057172
10	67	.057172
10	68	.057172
11	69	.057172
11	70	.057172
11	71	.057172
11	72	.057172
11	73	.057172
11	74	.057172
12	75	.044178
12	76	.044178
12	77	.044178

12	78	.044178
13	79	.057172
13	80	.057172
13	81	.057172
13	82	.057172
14	83	.057172
14	84	.057172
14	85	.057172
14	86	.057172
15	87	.057172
15	88	.057172
15	89	.057172
15	90	.057172
15	91	.057172
15	92	.057172
16	93	.057172
16	94	.057172
16	95	.057172
16	96	.057172
17	97	.057172
17	98	.057172
17	99	.057172
17	100	.057172
18	101	.057172
18	102	.057172
18	103	.057172
18	104	.057172
19	105	.057172

19	106	.057172
19	107	.057172
19	108	.057172
20	109	.057172
20	110	.057172
20	111	.057172
20	112	.057172
21	113	.044178
21	114	.044178
21	115	.044178
21	116	.044178
22	117	.046777
22	118	.046777
22	119	.046777
22	120	.046777
23	121	.046777
23	122	.046777
23	123	.046777
23	124	.046777
24	125	.057172
24	126	.057172
24	127	.057172
24	128	.057172
25	129	.057172
25	130	.057172
25	131	.057172
25	132	.057172
26	133	.057172

26	134	.057172
26	135	.057172
26	136	.057172
27	137	.057172
27	138	.057172
27	139	.057172
27	140	.057172
28	141	.057172
28	142	.057172
28	143	.057172
28	144	.057172
29	145	.057172
29	146	.057172
29	147	.057172
29	148	.057172
30	149	.057200
30	150	.057200
31	151	.057172
31	152	.057172
31	153	.057172
31	154	.057172
32	155	.057172
32	156	.057172
32	157	.057172
32	158	.057172
33	159	.057172
33	160	.057172
33	161	.057172

33	162	.057172
34	163	.057172
34	164	.057172
34	165	.057172
34	166	.057172
35	167	.057172
35	168	.057172
35	169	.057172
35	170	.057172
36	171	.057172
36	172	.057172
36	173	.057172
36	174	.057172
37	175	.057172
37	176	.057172
37	177	.057172
37	178	.057172
38	179	.057200
38	180	.057200