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Deelyn Thompson
Deelyn Thompson

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DECLARATION CONTAINING COVENANTS, CONDITIONS
AND RESTRICTIONS FOR ASPEN GLEN CONDOMINIUMS,
A CONDOMINIUM PROJECT

This Declaration is made and executed this th 29 day of August, 1979, by United Homes, Inc., hereinafter designated and referred to as "Declarant", pursuant to the provisions of the Utah Condominium Ownership Act,

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Murray, County of Salt Lake, State of Utah, more particularly described as follows:

See Exhibit "A" attached hereto; and

WHEREAS, Declarant has constructed or is in the process of constructing, or will construct certain four-plex buildings and certain other improvements upon said real property in accordance with plans and drawings set forth in its record of survey map recorded herewith consisting of two (2) pages; and

WHEREAS, it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires and intends by filing this Declaration and the aforesaid map to submit the above described property and the four-plex buildings and other improvements to the provisions of the aforesaid Act as a condominium project, and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the owners thereof;

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns;

1. Submission as Condominium. Declarant hereby submits the above described property and the improvements constructed and to be constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project, to be known as Aspen Glen Condominiums. This declaration is submitted in

BOOK 4971 PAGE 412

accordance with the terms and provisions of said act, and shall be construed in accordance therewith. Except as may be otherwise provided herein, for the purposes of this Declaration all words, terms and phrases used herein shall be construed and defined as the same are used and defined in Section 57-8-3, Utah Code Annotated, 1953, as amended, to the extent applicable and unless another meaning is clear and obvious.

2. Covenants to Run with Land. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land hereby submitted to the provisions of the Condominium Ownership Act and shall be binding upon the Declarant and its successors and assigns, and upon all subsequent owners and encumbrancers of all or any part of the condominium project, and upon their grantees, successors, heirs, executors, administrators, devisees and/or assigns.

3. Description of Buildings. The condominium project shall consist of seventeen (17) residential buildings containing sixty-eight (68) units, a swimming pool and a shade deck and picnic area, as shown by the record of survey map recorded herewith, constructed principally of brick, concrete, steel, wood and glass, located upon the land described above. All buildings shall be one and two story.

4. Description of Units. To establish a plan of condominium ownership for said condominium project, the condominium project is hereby divided into the units described and specifically set forth on the record of survey map recorded herewith and by reference made a part hereof, which units, together with their appurtenant interests in the common areas and facilities and limited common areas and facilities shall constitute separate freehold estates for all purposes provided by the said Act. Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number and letter shown on the Record of Survey Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the records of the County Recorder of Salt Lake County in substantially the following form:

Unit _____ in Building _____, ASPEN GLEN COMDOMINIUMS, a condominium project, according to the Record of Survey Map and Declaration filed in the office of the Salt Lake County Recorder.

5. Encroachments and Easements. In the event any portion of the common areas and facilities encroaches upon any of the units, valid easements shall exist for such encroachment, and for the maintenance of same, so long as such encroachment exists. In the event the condominium project is partially or totally destroyed, and then rebuilt, minor encroachments will be permitted as required, upon the units, and easements for such encroachments, and for the maintenance of same shall exist for such period of time as may be reasonably required for the reconstruction or repair of said premises.

BOOK 4971 PAGE 413

6. Use of Units. Unit owners shall not, without the written consent of the management committee, occupy or use the unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a single family, private dwelling, and shall not permit or suffer anything to be done or kept in the unit which will interfere with the rights of other unit owners, or annoy such owners by unreasonable noises or otherwise. They shall not permit or suffer anything to be done or kept in the unit which will increase the rate of fire insurance on the project unless approved by the management committee and if by reason of the occupancy or use of a unit the rate of fire insurance on the project shall be increased, the owner thereof shall become personally liable for the additional insurance premiums upon all policies covering the project, and the management committee shall have the right to collect the same, when charged to the owner as additional assessments for the unit.

7. Common Areas and Facilities - Defined and Described. The common areas and facilities as defined in Section 57-8-3(5), Utah Code Annotated, 1953, as amended, and/or as shown on the record of survey map are hereby set aside for the use and benefit of the respective unit owners in accordance with and for all purposes set forth by the Condominium Ownership Act. All parking spaces shown on the Record of Survey map are hereby declared to be common areas and facilities. Furthermore, notwithstanding the provisions of Section 57-8-3(5), "common areas and facilities", shall mean all land and all portions of property not located within any unit.

8. Common Areas and Facilities - Undivided Interests. The owner or owners of each unit shall own an undivided one-sixty-eighth(1/68) interest in the common areas and facilities. Of the total value of the entire condominium project, each of the units represents an undivided one-sixty-eighth(1/68) interest for all purposes, including voting, of the Condominium Ownership Act.

9. Common Areas and Facilities - Appurtenant to Units. The undivided ownership interest in the common areas and facilities appurtenant to each unit as set forth in paragraph numbered 8 above shall be and remain appurtenant to such unit from and after the filing of this Declaration and said interest may not thereafter be altered without the consent of all of the unit owners expressed in an amended declaration duly recorded in accordance with this declaration and the provisions of the Condominium Ownership Act and shall not be separated from such units or be separately conveyed therefrom and each such undivided interest shall be deemed to be conveyed or encumbered with the unit to which it is appurtenant even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the unit itself.

10. Easement Rights, Sales Offices and Model Units. Notwithstanding anything herein to the contrary, Declarant shall have a transferable easement over and on the common areas and facilities for the purpose of making improvements on the land within the project and for the purpose of doing all things reasonably necessary and proper in connection with the same. The Declarant and its duly authorized agents,

BOOK 4971 PAGE 414

representatives and employees may maintain sales offices and model units on the land within the project. Said sales offices and model units shall be located within units of the condominium project and may be moved and relocated in any unit at the discretion of Declarant. Declarant shall not have the right to maintain sales offices and model units in more than four (4) units at any one time.

11. Management. The condominium project including the common areas and facilities shall be managed, operated and maintained by a management committee as provided in the Condominium Ownership Act and the Bylaws promulgated pursuant thereto as the same may be amended from time to time; provided, however, that said management committee may engage the services of a resident manager and enter into management contracts with a management firm. All improvements, including landscaping will be maintained in a manner at least equal to the initial installation required by the plans heretofore approved by Murray City.

12. Management Committee. All agreements and determinations respecting the condominium project lawfully made and/or entered into by the management committee shall be binding upon all of the unit owners and upon their successors and assigns.

13. Amendment of Declaration. Except as otherwise provided by law, the unit owners shall have the right to amend this Declaration and/or the record of survey map upon the approval and consent of unit owners representing the ownership of not less than seventy-five (75%) percent of the total number of units which consent and approval shall be by duly executed and recorded instruments; provided, however, that this Declaration may not be amended in any particular having the effect of removing the land described herein, or any part thereof, from the condominium laws of the State of Utah, or changing the use of said land from single family residential, without the approval of Murray City after submission of such proposed change to the planning commission for its recommendation. Notwithstanding anything in the foregoing to the contrary, the Declarant, consistent with all provisions of the Condominium Ownership Act, reserves the right to amend this Declaration until all of the units in the project are sold or until July 1, 1982, whichever sooner occurs, which right to amend may be relinquished or waived, in whole or in part, by Declarant at any time prior to either such event, by a duly executed and recorded relinquishment or waiver.

14. Destruction or Damage. In the event the condominium project is damaged to the extent of seventy-five (75%) percent or less, of the value thereof, the management committee shall be responsible for repairing, rebuilding, and/or restoring the same to the condition it was in immediately prior to such damage, and the committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In

the event the condominium project is destroyed or damaged to the extent of more than seventy-five (75%) percent of the value thereof, the unit owners shall, at a meeting duly and regularly called by the committee for that purpose, determine whether or not said premises should be rebuilt, repaired, or disposed of. The determination, under this paragraph, of the extent of the damage or destruction to the project shall be made by a group of three (3) appraisers who shall be selected by the committee for that purpose. In the event all of said appraiser cannot agree on the extent of the damage or destruction to the project, the decision of any two with respect thereto shall be conclusive. Unless unit owners representing the ownership of not less than seventy-five (75%) percent of the total number of units agree to the withdrawal of the condominium project from the provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding or restoration shall exceed the amount realized by the committee from the proceeds of any insurance policy or policies as above provided, all of the unit owners shall contribute to such additional cost in equal amounts.

15. Insurance. The management committee shall at all times keep the condominium project covered by fire, extended coverage, and liability insurance in its name as trustee for the unit owners, or in the name or names of such person or persons, or corporation, and in such amounts as the committee may from time to time determine to be proper, necessary and adequate. In addition, the individual unit owners will be and are hereby encouraged to carry at their own cost and expense, such additional insurance coverage on the interior of their respective units and upon such furniture, appliances and other personal property as may be located therein as they shall deem to be necessary and adequate; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage on a unit of which he is the owner in such a way as to decrease the amount which the committee may realize under any insurance policy which the committee may have in force on the project at any particular time.

16. Nuisances. No horses, cattle, swine, goats, poultry, or fowl shall be kept within the condominium project. No clothes lines, drying yards, signs or advertising displays shall be permitted unless first approved in writing by the management committee. No refuse site, unsightly pile, objects or junk cars shall be allowed to be placed or suffered to remain anywhere within the condominium project. In the event that any unit owner shall fail or refuse to keep the condominium project free from refuse piles, junk cars, or other unsightly objects, then the management committee may remove the same at the expense of the unit owner and in the event of such a removal a lien shall arise and be created in favor of the management committee and against such unit for the full amount and such amount shall be due and payable within thirty (30) days after the unit owner is billed therefor.

17. Restrictions on Pets. No pets other than those of

the customary household variety may be kept in any unit or within the condominium project. Pets of the customary household variety may be kept only on those terms and conditions as may be expressly set forth in the Bylaws and established by the management committee.

18. Restriction on Children. The condominium project and units are not designed to accommodate large families. No more than two (2) children under the age of eighteen (18) years shall permanently reside in any unit. Any variation shall be permitted only upon the written approval of the management committee and be subject to reasonable rules and regulations adopted by the management committee.

19. Parking. The management committee shall assign parking spaces to unit owners which assignments may be changed from time to time. Parking shall be permitted only upon the terms and conditions as may be expressly set forth in the Bylaws and established by the management committee.

20. Lien for Nonpayment of Common Expenses. It shall be the duty of every unit owner to pay his proportionate share of the common expenses. Payment shall be in such amounts and at such times as determined by the management committee in accordance with the terms of the Bylaws.

The amount of common expenses assessed against each unit shall be a debt of the owner at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. If any unit owner shall fail or refuse to make any payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of the owner in the property, and upon the recording of notice thereof by the manager or management committee shall be a lien upon the unit owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except only:

(1) tax and special assessment liens on the unit in favor of any assessing unit, and special district, and

(2) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

The manager or management committee shall, upon written request of any unit owner or any encumbrancer or prospective encumbrancer of a unit, upon payment of a reasonable fee not to exceed \$10.00, issue to a person or persons requesting, a written statement setting forth the unpaid common expenses with respect to the unit covered by the request, which shall be conclusive upon the remaining unit owners and upon the manager and management committee in favor of all persons who rely thereon in good faith. Unless the request for a statement of indebtedness shall be complied with within ten days,

all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person requesting the statement. Any encumbrancer holding a lien on the unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance. The lien for nonpayment of common expenses may be enforced by sale or foreclosure of the unit owner's interest by the manager or management committee, sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the unit owner shall be required to pay the costs and expenses of such proceeding and reasonable attorney's fees. In the case of foreclosure, the owner shall be required to pay a reasonable rental for the unit, and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security.

The manager or management committee shall have power to bid in the unit at foreclosure or other sale and to hold, lease, mortgage and convey the unit.

21. Agreement to Comply and Fines. Each unit owner, tenant and/or occupant of a unit shall comply with the provisions of the Act, this Declaration, the Bylaws governing the administration of the project, the community and such other rules and regulations duly adopted, and all agreements and determinations lawfully made and/or entered into by the management committee, including any amendments thereto, and any failure to comply with the same shall be grounds for an action by the committee to recover any loss or damage resulting therefrom and/or for injunctive relief. The management committee or the governing body of an owner's association may also impose reasonable fines for the failure of any owner, tenant, and/or occupant of a unit to comply and the failure to pay any such fine shall become a lien upon the unit in the same manner and with the same consequences as the failure to pay common expenses becomes a lien under the provisions of Section 57-8-20, Utah Code Annotated, 1953 as amended. Rules with respect to the imposition of fines, including amounts, charges and hearings, shall be promulgated by the management committee or the governing body of an owner's association.

22. Easements. The management committee shall have, and is hereby given the authority to grant such easements over and across the common areas and facilities as shall be determined by said committee to be in the interests of the unit owners.

23. Process Agent. United Homes, Inc., a Utah corporation, which has its place of business at 345 East 4500 South, Murray, Utah, 84107, is hereby designated as the agent to

receive process in connection with the project for all purposes provided by the Condominium Ownership Act; provided, however, that the management committee shall have the right to appoint a successor or substitute process agent. Such successor or substitute process agent shall be designated and appointed by an instrument duly executed and filed in the office of the County Recorder of Salt Lake County, State of Utah.

24. Additional and Supplemental to the Condominium Ownership Act. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Condominium Ownership Act, as the same now exists or may be amended from time to time.

25. Bylaws. The administration of the condominium project shall be governed by bylaws, a true copy of which is annexed hereto as Exhibit "B" and recorded herewith.

26. Invalidity. If any provision of this Declaration is determined to be invalid, the remaining provisions thereof shall remain in full force and effect and shall not be affected thereby.

27. Effective Date. This Declaration shall take effect upon recording as provided by the Condominium Ownership Act.

MADE AND EXECUTED as of the day and year first above written.

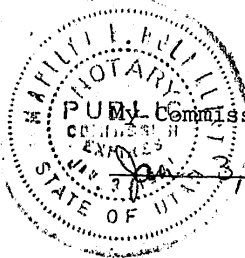
UNITED HOMES, INC.,

By [Signature]
President

By [Signature]
Secretary

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

On this 24 day of August, 1979, personally appeared before me Frederick M. Paulson and Stephen Woolston, who being by me duly sworn, did acknowledge that they are the President and Secretary respectively of United Homes, Inc., and that the above instrument was executed in behalf of said corporation, by authority of its bylaws and upon a proper resolution of its Board of Directors.



[Signature]
Notary Public

Residing in: Salt Lake City, Utah

EXHIBIT "A"
LEGAL DESCRIPTION

BEGINNING at a point which is South 1538.37 feet and East 3055.81 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian (the basis of the bearing for this survey being the section line, Easterly, from said section corner, which is assumed to have a bearing of South 89° 56' 28" East, in addition thereto, the center line of 5600 South Street, Salt Lake County, from the monument located at the intersection of State Street and 5600 South Street to a monument located at approximately Station 19+99.97 as shown on the improvement drawings for said 5600 South Street known as project M-1010 (001) for Murray City as prepared by the engineering firm of Coon, King, and Knowlton, their project number 6080-560--Has a bearing of South 89° 24' 50" East. In the event of a discrepancy between the bearings of these two lines, the monumented center line of 5600 South Street shall be the prevailing and controlling basis of bearings): thence South 89° 09' 03" West 99.300 feet which represents the long cord of a curve, concave to the Northwest (the curve being the boundary--not the long cord--with an arc length of 99.450 feet, more or less) through a central angle of 10° 52' 14" with radius of 524.190 feet; thence North 85° 24' 50" West 34.540 feet to the Easterly boundary of Sharp property as described in Book 4526, at page 1372, Salt Lake County Recorders office (hereinafter "Recorder"); thence North 2° 25' 00" East 143.600 feet along the Easterly boundary of said Sharp property; thence West 135.420 feet along the Northerly boundary of said Sharp property to the Easterly boundary of Evans property as described in Book 3809, at page 241, of Recorder; thence North 2° 25' 00" East 60.990 feet along the Easterly boundary of said Evans property; thence North 85° 24' 50" West 186.880 feet along the Northerly boundary of said Evans property to Westerly boundary of Evans; thence South 2° 25' 00" West 55.700 feet along the Westerly boundary of said Evans property and Easterly boundary of Anderson property as described in Book 1841, at page 524, of Recorder; thence North 85° 24' 50" West 128.980 feet along the Northerly boundary of said Anderson Property continuing along the Northerly boundary of Degooyer property as described in Book 3275, at page 106, of Recorder to Easterly boundary of Hillside Heights Subdivision of Record; continuing along said Hillside Heights Subdivision for the following five courses; thence North 18° 52' 41" East 424.780 feet; thence North 66° 24' 26" East 105.710 feet; thence South 58° 12' 18" East 94.550 feet; thence South 74° 32' 51" East 107.040 feet; thence South 85° 03' 13" East 145.500 feet; thence South 2° 37' 24" East 325.710 feet along the Westerly boundary of the El-Cid Condominiums of Record; thence South 203.294 feet to the point of BEGINNING.

EXHIBIT "B"

BYLAWS GOVERNING THE ADMINISTRATION OF
ASPEN GLEN CONDOMINIUMS, A CONDOMINIUM PROJECT

INTRODUCTION

These Bylaws are adopted in this instrument separate from the related Declaration containing Covenants, Conditions and Restrictions executed by United Homes, Inc., a Utah corporation ("Declarant"), to govern the administration of Aspen Glen Condominiums, a condominium project subject to the Utah Condominium Ownership Act, and are appended to and shall be recorded with the Declaration, as required by Utah Code Annotated, 1953, Section 57-8-15. Where appropriate, the provisions, including definitional provisions, of the Declaration are to be incorporated herein.

ARTICLE I

Management Committee

Section 1. General Responsibility. Subject to the management powers retained by the Declarant which are described in Section 11 of this Article I of these Bylaws, the business and property comprising Aspen Glen Condominiums shall be managed by a management committee consisting of five (5) unit owners to be selected by the unit owners hereinafter provided. Such management committee shall have all powers, duties, and responsibilities as are now or may hereafter be provided by law, the declaration filed contemporaneously herewith, and/or any amendments subsequently filed thereto, and these Bylaws as the same may from time to time be altered or amended.

Section 2. Operation and Maintenance. The 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 Declaration whereby the project is established and submitted to the provisions of said Act, these Bylaws, and such community rules and regulations as the committee or owners association may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee. The committee shall, in this connection, provide for the proper and reasonable 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, 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; shall, when requested, by the chairman so to do, report the state of finances of the committee at each annual meeting of the unit owners and at any meeting of the committee; shall perform such other services as the committee may require of him; and shall receive such compensation as the committee may fix or approve.

Section 5. Regular Meetings. A regular meeting of the committee shall be held immediately after the adjournment of each annual unit owners meeting at the place at which such unit owners meeting is held. 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 provide. No notice need be given of regular meetings of the committee.

Section 6. Special Meetings or Action Without a Meeting. Special meetings 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 written consent of the committee: (1) special meetings may be held without call or notice of any time or place, and (2) action may be taken without a meeting.

Section 7. Quorum. A quorum for the transaction of business at any meeting of the 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, to serve at the sole discretion of the management committee, each committee to consist of two (2) or more of the unit owners and which shall 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 its members.

Section 10. Manager and Management Firm. The management committee may engage the services of a resident manager and a property management firm having requisite skills in condominium operation and maintenance, and fix the terms of contracts therewith, and pay reasonable fees or compensation therefor, and may delegate such of the committees duties and functions thereto as the committee deems appropriate from time to time.

Section 11. Declarant Performs Functions. Notwithstanding any provisions herein to the contrary, until Declarant has sold all of the units in the entire condominium project, or until July 1, 1982, whichever happens first, each unit owner by accepting a deed to any unit irrevocably consents that Declarant may act as the project manager and shall have all of the rights, powers, duties and responsibilities conferred upon the management committee and/or the managers under the Condominium Ownership Act, the Declaration and these Bylaws.

The Purposes for the retention of such management powers by Declarant are: (1) to assure that, in the initial years of actual operation of the condominium project, proper management of the entire condominium project is initiated, developed and maintained; and (2) to provide a training period for management of the project during which Declarant may form such advisory committee(s) as it deems advisable and which committee(s) may learn the proper principles of management of the condominium project and be gradually and properly prepared to assume full management responsibilities therefor. In connection with such purposes, if at any time before all units are sold or July 1, 1982, Declarant determines, in its sole discretion, that such purposes have been accomplished, it may relinquish its right to act as such management committee by giving to all unit owners thirty days notice thereof. Declarant hereby reserves the right to organize and incorporate under applicable law, a unit owners association and to operate such corporation until Declarant's management powers hereunder are terminated or relinquished, at which time ownership and operation of such corporation shall be transferred to the unit owners as provided in the Articles of Incorporation and/or Bylaws of such corporation.

ARTICLE II

Meetings of Unit Owners

Section 1. Annual Meeting. The annual meeting of all unit owners shall be held at 7:00 o'clock p.m. on the second Tuesday in January of each year commencing with the year during which or immediately after Declarant relinquishes or terminates its management powers as provided in Section 11 of Article 1, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice. If such

BOOK 4971 PAGE 423

date falls upon a legal holiday, the meeting shall be held on the next succeeding business day. The management committee may, by resolution, fix the date of the annual meeting at such other date as it shall deem appropriate. At such meeting the unit owners shall elect committee members for two (2) year terms, which terms shall commence as of February 1; provided, however, that at the first election after the recording of these Bylaws two (2) of the five committee members shall be elected for terms of not more than one (1) year, which terms shall commence upon election and shall expire on the next February 1 after such election, and three (3) of said committee members shall be elected for not more than two (2) years, which terms shall commence upon election and shall expire on the second February 1 after such election; provided, further that the term of any duly elected or appointed committee member shall not expire until his successor is elected and qualifies. Only unit owners shall be eligible for election as committee members.

Section 2. Voting. At any meeting of the owners, each owner, including Declarant, shall be entitled to cast one vote for each unit owned. Any owner may attend and vote at such meeting in person, or 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, any or all 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 vote to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarant shall be entitled to vote with respect to any condominium owned by Declarant.

In the event that a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a condominium against the owner of the condominium covered by mortgage, then and in that event and until the default is cured, the right of the owner of such condominium to vote shall be subject to the complete control of the mortgagee recording the notice of default.

Section 3. Meetings. The presence at any meeting of owners having a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the owners in accordance with the provisions of Section 4 hereof. At such second meeting so called the presence of owners holding in excess of thirty percent (30%) of the total votes shall constitute a quorum for the transaction of business; but in the event such a smaller quorum is not present at that meeting, the owners present, though less than a quorum, may give notice to all the owners in accordance with Section 4 of an adjourned meeting. At such

third meeting so called whatever owners are present shall constitute a quorum. Unless otherwise expressly provided in the Declaration, 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 and voting, provided that a quorum is present as provided for above.

Section 4. Special Meetings. Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the 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, signed by a majority of the management committee, or by the owners having one-third (1/3) of the total votes and delivered not less than fifteen (15) days prior to the date 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 following provisions:

A. Annual Meetings of the Unit Owners. At least five (5) days, 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.

B. Special Meetings of Unit Owners. Special meetings of the unit owners may be called by the management committee, or by one-third in number of all the unit owners, and notice of such meeting shall be given to each unit owner in writing at least 48 hours before the time fixed for the meeting. 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 unit owners 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 unit owners shall be necessary if waiver of call and notice be signed by all of the unit owners.

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

Community Rules and Regulations

The committee shall have the power to adopt and establish by resolution such community rules and regulations as the com-

BOOK 4971 PAGE 425

mittee 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. If at any time at least three-fourths of all unit owners, in a vote at a regular or special meeting duly called or in writing, either of which all unit owners shall have had at least ten days notice, shall alter, amend or repeal a community rule or regulation adopted by the committee, such alteration, amendment or repeal shall supersede committee action.

ARTICLE IV

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 Aspen Glen, upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against the management. A unit owner shall not be allowed to substitute the value of services rendered for the benefit of the condominium project in lieu of payment of assessments for common expenses. If an owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of twelve percent (12%) per annum from the date when such installment shall become due to the date of the payment thereof.

Section 2. Budget by Committee. 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 sum as the management committee from time to time shall determine, in its judgment, is to be paid by all the owners of Aspen Glen then in existence to enable the committee to pay all estimated expenses and outlays of the committee to the close of such year, growing out of or connected with the maintenance and operation of such land and 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, heating, and pool expenses, landscaping and care of grounds, repairs and renovations to common areas and facilities, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the management committee under or by reason of the Declaration and these Bylaws, 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 Aspen Glen 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.

Section 3. Determination of a Pro Rata Portion. The pro rata portion payable by the owner in and for each year or portion of a year shall be such sum as shall be determined by the management committee from time to time, to be calculated on such basis or bases as the committee may determine. All unit owners shall pay an equal assessment until such time as the basis for computing the pro rata portion of common expenses is changed by the management committee or unit owners as provided herein. If at any time at least three-fourths (3/4) of all unit owners, in a vote at a regular or special meeting duly called or in a writing, either of which all unit owners and the committee have had at least thirty (30) days notice, shall agree on a basis for calculation of pro rata assessment, such basis shall replace the method used by the management committee until such time as three-fourths (3/4) of the unit owners shall change the method. Such assessments, together with any additional sums accruing under the Declaration and these Bylaws 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.

Section 4. Committee's Discretion. The management committee shall have discretionary powers to prescribe the manner of maintaining and operating Aspen Glen Condominiums, and to determine the cash requirements of the management committee to be paid as aforesaid by the owners under the Declaration and these Bylaws. Every such reasonable determination by the committee, within the bounds of the Condominium Ownership Act, the Declaration, the Community Rules and these Bylaws, shall be final and conclusive as to the owners, and any expenditures made by the committee, within the bounds of the Condominium Ownership Act, the Declaration, the Community Rules, and these Bylaws, shall, as against the owner be deemed necessary and properly made for such purpose.

Section 5. Default by Lessee or Sublessee. If the owner shall at any time let or sublet the unit, and shall default for a period of one (1) month in the payment of any management assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the owner occupying the unit the rent due or becoming due from such tenant or sub-tenant to the owner up to an amount sufficient to pay all sums due from the owner to the management committee, and any such payment of such rent to the committee shall be sufficient payment and discharge of such tenant or sub-tenant as between such tenant or sub-tenant and the owner to the extent of the amount so paid. If the tenant or sub-tenant shall fail to timely pay such owner's assessments upon demand, the committee may exercise any and all of the powers referred to in Paragraph 19 of the Declaration.

Section 6. 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 Declaration and these Bylaws, 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 V

Taxes and Insurance

Section 1. Taxes. It is acknowledged that under the Condominium Ownership Act, each of said unit's percentage of the undivided interests in the common areas and facilities of the project are subject to separate assessment and taxation by each assessing body 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 its maximum insurance replacement value, excluding foundation and excavation costs, or in such greater or lesser sum as the committee may from time to time determine to be necessary, proper and adequate. 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 \$300,000.00. 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. It is intended that the insurance policies herein provided for will 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 the 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 VI

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 agent shall also have the right to enter any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon all the common areas and facilities of the project.

Section 2. By Unit Owners. 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 devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs shall be 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 VII

Use and Occupancy

Section 1. Obstruction of Common Areas and Facilities.

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

Section 2. Use of Unit. No owner or occupant of any of said units, shall without 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 equipment, dishwashers, disposers, ranges, etc., that may be in or connected with the unit. The owner shall not make or permit to be made any structural alteration, improvements or addition in or to the unit, patio, carport and garage areas or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located. A unit owner shall not make any alteration to the interior of his unit which may affect any adjoining unit or affect the structure of the building without the prior written approval of the adjoining unit owners affected and the committee.

Section 4. Assignment of Parking Spaces. The committee shall assign parking spaces to unit owners. Said assignments may be changed from time to time in the sole discretion of the committee. The committee shall also reserve such parking spaces as it determines in its sole discretion are necessary for guest parking.

Section 5. Duty to Maintain and Repair. 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 so to do.

Section 6. Reimbursement for Damages. Each owner shall reimburse the committee for full value of any repairs or replacements to the common areas and facilities made necessary through the negligence or fault of such unit owner or such unit owner's tenants, agents, guests or employees.

Section 7. No Waiver of Strict Performance. The failure on the part of the committee to insist, in one or more instances, upon a strict performance of any of the terms, covenants, or conditions of the aforesaid Act, Declaration, record of survey, map, rules, regulations, agreements, determinations, and/or these Bylaws, or to exercise any right or option therein contained shall not constitute, nor be construed as, a waiver or relinquishment of any other right which the committee may have thereunder or which may thereafter acquire.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended, or repealed by the affirmative vote of three-fourths (3/4) of the unit owners at any regular meeting of such unit owners, or at any special meeting if notice of the proposed alteration or repeal be contained in the notice of such special meeting. During the period that Declarant retains the management

BOOK 4971
PAGE 431

powers referred to in Article I, Section 11, Declarant shall have the power to alter, amend or repeal these Bylaws.

Adopted and approved this 29th day of August, 1979.

UNITED HOMES, INC.

By Frederick M. Paulson

By Stephen J. Woolston

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

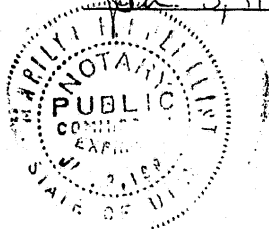
On this 29th day of August, 1979, personally appeared before me Frederick M. Paulson and Stephen J. Woolston, who being by me duly sworn, did acknowledge that they are the President and Secretary respectively of United Homes, Inc., and that the above instrument was executed in behalf of said corporation, by authority of its bylaws and upon a proper resolution of its Board of Directors.

Maureen B. Holquist
Notary Public

Residing in: Salt Lake County, UT

My Commission Expires:

Jan 3, 1981



BOOK 4971 PAGE 432