

WHEN RECORDED, RETURN TO:  
TITLE INSURANCE AGENCY  
80 West Broadway  
Salt Lake City, Utah

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND BY-LAWS  
FOR  
COUNTRY OAKS CONDOMINIUMS

709

422434

Record of request  
Date NOV 5 1975  
BY *Sharon L. ...*  
Title Insurance Agency  
at 216 P.M. MARGUERITE S. BOURNE Recorder Davis County  
Deputy Book 582 Page 709  
Fee Paid \$59.40

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration", and the By-Laws which are attached hereto and made a part hereof are made and executed in Davis County, Utah, this 1st day of October, 1975, by Country Oaks Partnership, a Utah partnership, hereinafter called "Declarant", for itself, its successors, grantees and assigns, pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated, §57-8-1, et seq., (1953 as amended), hereinafter referred to as "Condominium Ownership Act".

W I T N E S S E T H :

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

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

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

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WHEREAS, Declarant desires by filing this Declaration and the aforesaid Record of Survey Map, to submit the abovedescribed real property and the said buildings and other improvements being constructed or to be constructed thereon to the provisions of the Utah Condominium Ownership Act as a condominium project known as Country Oaks Condominiums; and

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

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

WHEREAS, the Declarant intends to develop the above condominium project in phases, with the first phase consisting of 8 units and the subsequent phases to be built on land contiguous with and adjacent to the land included in the first phase, consisting of no more than 192 additional units, for a total of no more than 200 units, and it is Declarant's intent to subject the additional property and units as so developed into the Country Oaks Condominium Project by the filing of an amendment to the Declaration, or filing such supplemental declarations as are necessary to accomplish that purpose;

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration and declares that all of the property 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 binding upon 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. NAME OF THE CONDOMINIUM PROPERTY.

The name by which the condominium property shall be known is "Country Oaks Condominiums".

2. DEFINITIONS.

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

A. "Declarant" shall mean Country Oaks Partnership, a Utah partnership, which has made and executed this Declaration.

B. The term "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated, §57-8-1, et seq. (1953 as amended).

C. The term "Condominium" shall mean and refer to the ownership of a single unit in this condominium project, together with an undivided interest in common areas and facilities of the property.

D. The term "Declaration" shall mean this instrument by which the Country Oaks Condominiums are established.

E. The term "property" shall mean and include the land, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

F. The term "condominium project" shall mean and refer to the entire real estate condominium project referred to in this Declaration.

G. The term "map" shall mean and refer to the record of survey map of Country Oaks Condominiums, recorded herewith by Declarant in accordance with Utah Code Annotated, §57-8-13 (1953 as amended).

H. The term "unit" shall mean that part of the property owned in fee simple for independent use and shall include the elements of the condominium property which are not owned in common with the owners of other units as shown on the map.

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

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

K. The term "association of unit owners" shall mean and refer to all of the unit owners acting as a group

in accordance with the Act, the Declaration and By-Laws.

L. The term "unit number" shall mean and refer to the number designating the unit in the Declaration and in the record of survey map.

M. The terms "majority" or "majority of the unit owners" shall mean the owners of more than 50 percent in the aggregate in interest of the undivided ownership of the common areas and facilities.

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

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

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

1. The land described in paragraph 3.A hereof.
2. That portion of the condominium project not specifically included in the respective units as herein defined.
3. All foundations, columns, girders, beams, supports, main walls, roof, exterior walkways, parking areas, service streets, stalls and social center,

recreational areas and facilities, yards, gardens, fences, all installations of power, light and other utilities to the outlets, and in general all other apparatus, installations and other parts of the property necessary or convenient to the existence, maintenance and safety of the common area, or normally in common use.

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

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

Q. The term "limited common areas and facilities" shall mean and refer to those common areas and facilities designated in the Declaration and the map as reserved for use of a certain unit or units to the exclusion of the other units, including but not limited to balconies, patios and parking spaces designated in the map.

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

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

3. DESCRIPTION OF PROPERTY.

A. Description of Land. The land on which the Country Oaks Condominiums are located is that tract or parcel of land in Davis County, State of Utah, more particularly described in Appendix A of this Declaration, together with those tracts of land described in Appendix D of this Declaration which are incorporated into and become subject to the provisions of this Declaration as provided herein.

B. General Description of Buildings. The buildings constituting a part of this condominium project are three in number and are identified in relationship to each other in the map.

The total number of units in each building and the number of bedrooms which each unit contains are specified in Appendix B which is attached hereto.

The number of levels or floors in each such unit is shown in the map. All buildings will consist of wood frame structures, together with an exterior composite of brick.

Each unit is designed for use as a single-family residence, and has the exclusive right to use and occupy the garage reserved for each unit as shown in the map.

All other details involving the respective descriptions and locations of the buildings and a statement of the number of stories, number of units and the principal materials of which each building is or is to be constructed

and other like details are set forth in the map which is simultaneously filed of record and incorporated herein by reference.

C. Description of Units. Each unit shall consist of:

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

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

3. Non-supporting interior walls.

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

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

6. Units forming a part of the condominium property are more particularly described in the map, which shows graphically all the particulars of the buildings; without limiting the generality of the foregoing, the unit designations,



location and number of bedrooms are set forth in Appendix B attached hereto.

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

8. Every contract for the sale of a unit and every other instrument affecting title to a unit may describe that unit by its identifying number or symbol as designated in the map or maps with the appropriate reference to the map(s) and to the Declaration, as each shall appear on the records of the County Recorder of Davis County, Utah. Such description will be construed to describe the unit, together with the appurtenant undivided interest in the common areas and facilities, and to incorporate all the rights incident to ownership of a unit and all the limitations on such ownership as described in this Declaration, including all appurtenant undivided interests and all rights and limitations arising as a result of an expansion of the project pursuant to paragraph 24 of this Declaration.

D. Description of Common Areas and Facilities.

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

1. All structural parts of the building, including without limitation foundations, columns, joists, beams, supports, supporting walls, floors, ceiling and roofs.

2. Patios, yards, courts and driveways which are not limited common areas and facilities as defined herein.

3. The roadways contained therein, provided that such roadways shall cease to be part of the common areas and facilities when and if dedicated to public use with the consent of the association of unit owners and accepted by the public authority having jurisdiction.

4. Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or accessory connecting a single unit to a main or central pipe or line or system or to a pipe or line or system servicing more than a single unit.

5. All other parts of the condominium property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common areas and facilities in the drawings.

6. The limited common areas and facilities hereinafter described.

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

E. Description of Limited Common Areas and Facilities.

Each unit owner is hereby granted an irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, which shall consist of all the common areas and facilities, including but not limited to a balcony and/or patio, yard, and a garage and driveway which are intended for the exclusive service of the unit, the use and occupancy of which shall in each case be limited to such unit.

4. STATEMENT OF PURPOSES, USE AND RESTRICTIONS.

A. Purposes. The purposes of the condominium property are to provide housing and recreational facilities

for the unit owners and their respective families, tenants, guests and servants.

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

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

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

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

4. No unit owner shall cause or permit anything (including without limitation a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to hang, be displayed or otherwise affixed to

or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the management committee.

5. No animals or birds of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats and other household pets may be kept in units, subject to the rules adopted by the association of unit owners, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the condominium property upon ten days written notice from the management committee.

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

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

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

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

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

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

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

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

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

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5. OWNERSHIP AND USE.

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

B. Prohibition Against Subdivision of a Unit. No unit owner shall, by deed, plat, lease or otherwise, subdivide or in any manner cause his unit to be separated into tracts or parcels smaller than the whole unit as shown on the map.

C. Ownership of Common Areas and Facilities. The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in the Utah Condominium Ownership Act, nor may any unit owner otherwise waive or release any rights in the common areas and facilities.

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

E. Interest in Common Areas and Facilities. The percentage of interest in the common areas and facilities of each unit has been determined by the Declarant on the basis of size in accordance with the Utah Condominium Ownership Act, Sec. 57-8-7, U.C.A., which percentages are contained in Appendix B hereof. The square footage figures set forth in Appendix B include floor space of finished areas; unfinished

basements and attics are not included. The size of additional units shall be similarly determined in calculating the interest of all units in the project's common areas and facilities.

F. Use of Limited Common Areas and Facilities.

A unit owner's use and occupancy of the limited common areas and facilities reserved for his unit shall be subject to and in accordance with this Declaration and the By-Laws. Each unit owner shall maintain the patio and/or balcony, garage and driveway, the use of which is reserved for his unit. The association of unit owners shall maintain the remainder of the limited common areas and facilities.

6. AGENT FOR SERVICE OF PROCESS.

The name and address of the person in Davis County, State of Utah, appointed as the first agent to receive service of process in matters pertaining to the property as provided under the Utah Condominium Ownership Act is:

Lee E. Burbidge  
1920 North 2550 East  
Layton, Utah

The agent may be changed from time to time by filing appropriate instruments.

7. PERCENTAGE OF OWNERSHIP AND VOTING RIGHTS.

The percentage of ownership in the common areas and facilities of the condominium shall be for all purposes, including voting. The common expenses shall be allocated among the unit owners in accordance therewith. The percentage of ownership in the common areas and facilities shall be as set forth in Appendix B, provided, however, that Declarant shall have the right and authority to alter such percentage if and when the supplemental Declarations and the record of survey maps for the subsequent phases are recorded, it being the intent that the aggregate percentage of ownership in the common areas and facilities of all phases

shall equal 100 percent. For that purpose, Declarant does hereby irrevocably reserve the right, power and authority to amend or supplement this Declaration upon said instruments creating subsequent phases being recorded. Upon such amendment being made and recorded, the percentage of ownership in the common areas and facilities shall be finally fixed.

8. EASEMENTS.

A. The management committee may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along, on and through any portion of the common areas and facilities.

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

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

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



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

E. A non-exclusive easement is hereby reserved to the Declarant and to its successors and assigns to use the paved portion of the private streets within the tract described in Exhibit A and shown on the map, for purposes of ingress and egress from the additional property described in Exhibit D hereof, on foot or by vehicle, subject to the same regulations as are contained in this Declaration and in the rules; provided, however, that the management, maintenance (including snow removal), repair and replacement of said paved portion as a part of the common areas and facilities shall be entirely the responsibility of the association, which shall have the sole authority in such matters exercisable in the full discretion of the association pursuant to and in accordance with this Declaration, and the Declarant and its successors and assigns shall have no responsibility or authority with respect thereto; and to connect to any water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits and wires, and any other utility facilities and appurtenances over, under, along and through any portion (paved or unpaved) of the common areas and facilities occupied by the private streets designated in the map for purposes of providing utility services of all kinds for the additional property described in Exhibit D hereof, without any payment or other obligation

to the association of unit owners but subject to such statutes, ordinances, regulations, rules or other action that may from time to time be adopted by public authority or any utility owning or controlling any such mains, pipes, lines, wires, equipment, conduits, facilities or appurtenances.

The easement hereby reserved shall terminate:

1. In the event the private street designated in the map shall become a public street affording access to and from the additional property; or

2. In the event the additional property becomes incorporated into condominium property.

9. MANAGEMENT.

The business, property and affairs of Country Oaks Condominiums, including all subsequent phases, shall be managed by a management committee consisting of five members who are unit owners in the project to be elected as provided in the By-Laws. Such management committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration, the By-Laws and/or any amendments subsequently filed thereto; provided, however, that the management committee may engage the services of a professional manager and fix and pay a reasonable fee or compensation therefor. Notwithstanding anything herein contained to the contrary, Declarant alone shall be entitled to select three management committee members as set forth in the By-Laws until the first of the following occurs: (1) conveyance of units to which three-fourths of the undivided interest in the common areas and facilities of the expanded project appertain, or (2) the expiration of six years from the original recording of this Declaration.

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

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

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

10. CHANGE IN OWNERSHIP.

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

11. ASSESSMENTS.

Every unit owner shall pay his proportionate share of the common expenses, which share shall be equal to the percentage of undivided interest in the common areas and facilities as set forth in Appendix B, as amended, from time to time as provided in paragraph 24 of this Declaration. Payment thereof shall be in such amounts and at such times as the management committee determines in accordance with the Act, the Declaration or the By-Laws. There shall be a

lien for nonpayment of common expenses as provided by Utah Code Annotated, §57-8-20 (1953 as amended). The lien for nonpayment of common expenses may be enforced as provided therein and as provided in the By-Laws.

12. INSURANCE.

A. The management committee shall obtain and maintain at all times insurance of the type and kind as provided herein and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereby customarily be covered with respect to other properties similar to the property in construction, design and use. The management committee shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

1. Exclusive authority to adjust losses shall be vested in the management committee as insurance trustee.
2. The insurance coverage shall not be brought into contribution with insurance purchased by individual unit owners or their respective mortgagees.
3. Each unit owner may obtain additional insurance covering his real property interest at his own expense.
4. The insurer waives its right of subrogation as to any claims against each unit owner.
5. The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any one or more individual owners or their respective lessees, employees, agents, contractors and guests.
6. The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer or employee of the association or management

committee or their employees, agents or contractors, without prior demand in writing that the management committee cure the defect, and then only if the defect is not cured within 15 days.

B. The management committee, for the benefit of the property and the unit owners, shall maintain a policy or policies of casualty and multi-risk "all peril" insurance on the property, with the provisions and endorsement as set forth in paragraph 12.A.1 above, if obtainable, also with extended coverage endorsements, for the full insurable replacement value of the units, common areas and facilities, items of common personal property and fixtures, payable to the management committee as insurance trustee, to be disbursed in accordance with the terms of this Declaration. The limits and coverage of said insurance shall be reviewed at least annually by the management committee and shall include an appraisal of the property. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each unit.

C. The management committee shall obtain a policy or policies of insurance insuring the management committee, the unit owners and their respective lessees, servants, agents or guests against any liability to the public or to the owners of units, members of the households of unit owners and their respective invitees or tenants, incident to the ownership and/or use of the property. Limits of liability under such insurance shall not be less than \$1,000,000 for any one person injured in any one occurrence, and shall not be less than \$100,000 for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be issued on a comprehensive liability basis and, if

possible, shall provide cross-liability endorsements for possible claims of any one or more or group of insureds against any one or more or group of insureds, without prejudice to the right of a named insured under the policies to maintain an action against another named insured.

D. Each unit owner shall be required to notify the management committee of, and shall be liable for any increased insurance premium for insurance maintained by the management committee occasioned by, all improvements made by the unit owner to his unit, the value of which is in excess of \$1,000. Each unit owner shall bear the risk of loss for all improvements made to his unit that were not the subject of notice to the management committee.

E. Any unit owner who obtains individual insurance coverage covering any portion of the property, other than personal property belonging to such unit owners, shall be required to file a copy of such individual policy or policies with the management committee within 30 days after obtaining such insurance coverage.

F. No unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the management committee, on behalf of all of the unit owners, may realize under any insurance policy that the management committee may have in force covering the property or any part thereof at any time.

### 13. DESTRUCTION OR DAMAGE.

In the event of damage to or destruction of part or all of the improvements in the condominium project, 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 improvement, such repair or reconstruction shall be carried out.

B. If less than 75 percent of the project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the unit owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the common areas and facilities.

C. If 75 percent 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, within 100 days after the destruction or damage, by a vote of at least 75 percent, elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under paragraph B above.

D. If 75 percent or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the committee are insufficient to accomplish restoration, and if the unit owners do not, within 100 days after the destruction or damage and by vote of at least 75 percent, elect to repair or reconstruct the affected improvements, the management committee shall promptly record with the Davis County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of subsections (1) through (4) of §57-8-31, Utah Code Annotated (1953 as amended), shall apply and shall govern the rights of all parties having an interest in the project or any of the units.

E. In the event of substantial damage to or destruction of any unit or to 75 percent or more of the project's

improvements, the mortgagee of any affected unit, and all mortgagees in the event 75 percent of the project's improvements are damaged or destroyed, shall be given written notice within 30 days of such damage or destruction. No provision herein will entitle the owner of a unit or other party to priority over such mortgagee with respect to the distribution to such unit of any insurance proceeds.

Any reconstruction or repair which is required to be carried out by this paragraph 13 shall be accomplished at the instance and direction of the management committee. Any determination which is required to be made by paragraph 13 regarding the extent of damage to or destruction of project improvements shall be made as follows: The management committee shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this paragraph 13 shall be the average of the three appraisal figures.

#### 14. TERMINATION.

All of the owners may remove the property from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the units consent or agree by instruments duly recorded that their liens be transferred to the percentage of the undivided interest of the unit owners in the property.

Upon removal of the property lien from the provisions of the Act, the unit owners shall own the property and all assets of the association as tenants in common, and the respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the unit owners. Such undivided interests of the unit owners shall be the same as the percentage of undivided interest in the



common areas and facilities appurtenant to the owners' units prior to removal from the Act.

15. EMINENT DOMAIN.

Insofar as not inconsistent with §57-8-32.5, Utah Code Annotated, the following shall apply:

A. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the common areas and facilities or one or more units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the management committee and each unit owner and each mortgagee of affected units shall be entitled to notice thereof, which notice shall be provided by the management committee, and the management committee shall act as agent for each unit owner, except for those unit owners who at their respective expense participate in the proceedings incident thereto. No provision herein will entitle the owner of a unit or other party to priority over a mortgagee of such unit with respect to the distribution to such unit of the proceeds of any award or settlement.

B. With respect to common areas and facilities, any damages or awards 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 proportion as his percentage of undivided interest of the common areas and facilities. This provision does not prohibit a majority of unit owners from authorizing the management committee to use such damages or awards for replacing or restoring the common areas and facilities so taken on the remaining land or on other acquired land, provided that this Declaration and map are duly amended.

C. With respect to one or more units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction pursuant to paragraph 13 hereof and shall be deposited with the management committee as trustee. Even though the damage or awards may be payable to one or more unit owners, the unit owners shall deposit the damages or awards with the management committee as trustee, and in the event of failure to do so, at the option of the management committee, either a special assessment shall be made against a defaulting unit owner of a unit in the amount of this award, or the amount of such award shall be set off against the sums hereafter made payable to such unit owner. The proceeds of the damages or awards shall be distributed or used in a manner, and the units owners of affected units shall have the rights, provided in paragraph 13 for insurance proceeds, provided the property is removed from the provisions of the Act. If the property is not removed from the provisions of the Act and one or more units are taken, in whole or in part, the taking shall have the following effects:

1. If the taking reduces the size of a unit and the remaining portion of the unit may be made tenantable, the unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit. The balance of the award, if any, shall be distributed to the unit to the extent of the unpaid balance of its mortgage, and the excess, if any, shall be distributed to the unit owner. If there is a balance of the award distributed to the unit owner or a mortgagee, the unit owner's percentage of undivided interest in the common areas and facilities shall be

equitably reduced. This shall be done by reducing such interest in the proportion by which the floor area of the unit is reduced by the taking, and then recomputing the percentages of undivided interests of all unit owners in the common areas and facilities.

2. If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, the award shall be paid to the mortgagee of the unit to the extent of the unpaid balance of its mortgage, and the excess, if any, shall be paid to the unit owner, whereupon the unit owner shall cease to be a member of the association of unit owners. The remaining portion of such unit, if any, shall become a part of the common areas and facilities and shall be placed in condition for use by all unit owners in the manner approved by the management committee. If the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be done only if approved by a majority of the unit owners. The percentages of undivided interests in the common areas and facilities appurtenant to the units that continue as part of the property shall be equitably adjusted to distribute the ownership of the common areas and facilities among the reduced number of unit owners, and the management committee shall file an amendment to the Declaration and map to reflect the changes in the property and the percentages of undivided interest of the remaining units. The management committee is authorized to record such amendment without approval of the association of unit owners.

16. MORTGAGE PROTECTION.

A. The term "mortgage" as used herein shall mean any recorded mortgage having priority over other mortgages

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and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and holder of a mortgage and shall include a beneficiary under a deed of trust.

B. The management committee shall maintain a roster of unit owners from the evidence of change of ownership furnished to the management committee, which roster shall include the mailing addresses of unit owners. If the management committee has been given notice of the necessary information, the management committee shall maintain another roster which shall contain the name and address of each mortgagee of a unit. Each notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee. The mortgagee shall be stricken from the roster upon receipt by a management committee of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall not be given to the mortgagee unless the removal is requested by the mortgagee.

C. Any mortgagee on any unit is entitled to written notification from the management committee of any default by the mortgagor of such unit in the performance of such mortgagor's obligation under the Declaration which is not cured within 30 days.

D. Any institutional holder of a first mortgage on a unit shall, upon prior written request, be entitled to (a) inspect the books and records of the association of unit owners, (b) receive an annual financial statement of the project within 90 days following the end of any fiscal year of the association of unit owners, and (c) receive a copy of the minutes of any meeting of the association of unit owners.

E. A mortgagee of any unit who comes into possession of the unit pursuant to the remedies provided in the

mortgage, foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property, free of any claims or unpaid assessments or charges against the mortgaged unit which accrued prior to the time such mortgagee comes into the possession of the unit (except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessment or charges to all units, including the mortgaged unit).

F. The liens created under the Act or pursuant to this Declaration or By-Laws upon any unit shall be subject and subordinate to, and shall not affect the rights of a mortgagee upon such interest made in good faith and for value, provided that after the foreclosure sale, a lien may be created for non-payment of common expenses on the interest of the purchaser at the foreclosure sale to secure all common expense assessments assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said liens, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

G. No amendment to this paragraph shall affect the rights of a mortgagee recorded prior to the recordation of any such amendment not otherwise entitled thereto.

17. SALE OR LEASE; RIGHT OF FIRST REFUSAL.

A. No unit owner may transfer a unit or any interest therein by sale or lease without approval of the management committee, except to another owner. The approval of the management committee required for the transfer of ownership or interest of a unit or lease of a unit shall be requested as follows:

1. A unit owner intending to make a bona fide sale or lease of a unit or any interest therein shall give to the management committee notice of such intention, together with the name and address of the intended purchaser or lessee and such other information

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concerning the intended purchaser or lessee as the management committee may reasonably require. The notice shall be accompanied by an executed copy of the proposed contract of sale or proposed lease.

2. If the notice to the management committee herein required is not given at any time after receiving knowledge of the transaction, or in the event of transferring ownership or possession of a unit, the management committee at its election and without notice may approve or disapprove the transaction or ownership. If the management committee disapproves the transaction or ownership, the management committee shall proceed as if it had received the required notice on the date of such disapproval.

B. Within 30 days after the receipt of such notice and information, the management committee shall approve or disapprove the proposed sale or lease. If approved, the approval shall be set forth in a certificate executed by the management committee. The certificate shall be delivered to the purchaser and shall be recorded at the expense of the purchaser.

C. If the management committee shall disapprove a transfer of ownership of a unit, of an interest in the unit, or a lease of a unit, within 30 days after the receipt of such notice and information, the management committee shall deliver or mail by certified mail to the unit owner an agreement to purchase or lease by a purchaser or lessee, approved by the management committee, to whom the unit owner must sell or lease the unit upon the same terms as the disapproved agreement.

1. In the event the disapproved offer to purchase provides for payment other than by cash and/or the assumption of or taking subject to a mortgage, for

example by exchange of property, the purchaser or lessee provided by the management committee shall have the option to have the fair market value of the unit or the fair market value of the lease be determined by the average of two appraisals of the unit performed by two MAI appraisers, one appointed by the management committee and one appointed by the unit owner desiring to sell or lease. The expense of the appraisal shall be paid by the proposed purchaser or lessee. The purchase price shall be the average of the two appraisals and shall be paid in cash or upon terms approved by the seller, or the lease terms shall be those as set forth in the proposed lease. The sale or lease shall be closed within 30 days after the delivery or mailing of said agreement to purchase or proposed lease or within 30 days of the determination of the sales price or the lease payments, if such is done through the appraisal method referred to above. A certificate executed by the management committee approving the purchaser or lessee shall be recorded at the expense of the purchaser or lessee.

2. If the management committee shall fail to provide a purchaser or lessee upon the demand of the selling unit owner, or if a purchaser or lessee furnished by the management committee shall default in the agreement to purchase or lease, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the management committee shall furnish a certificate of approval as provided, which shall be recorded at the expense of the purchaser.

D. In the event any unit owner shall attempt to sell or lease his unit without affording to the other unit owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

E. The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

F. In no case shall the right of first refusal reserved herein affect the right of a unit owner to subject his unit to a trust deed, mortgage or other security instrument whereby a bank, insurance company, savings and loan association or other similar institution becomes the owner and holder of such trust deed, mortgage or security instrument.

G. The failure of or refusal by the management committee to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when a unit owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

H. In the event of default on the part of any unit owner under any first mortgage made in good faith and for value, which entitled the holder thereof to foreclose the same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of



this paragraph 17, and the purchaser (or grantee under such deed in lieu of foreclosure) of such unit shall be thereupon and thereafter subject to the provisions of this Declaration. If the purchaser, following such foreclosure sale (or grantee under deed given in lieu of such foreclosure), shall be the then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the unit free and clear of the provisions of this paragraph 17, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

I. The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of the decedent's interest to a devisee by will or his heirs at law under intestacy laws shall not be subject to the provisions of this paragraph 17.

J. Every sale or lease shall be subject to all the provisions contained herein, including restrictions on use. Failure to comply with the terms hereof shall constitute a default under any lease.

18. CONVEYANCES, EASEMENTS.

A. Every deed, lease, mortgage or other instrument may describe a unit by its identifying number and letter designation set forth in Appendix A and in the map. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the unit owner's corresponding percentage of undivided ownership in the common areas and facilities, as a tenant in common, as set forth in Appendix B, as amended, even though the same is not exactly mentioned or described.

B. Every deed, lease, mortgage or other similar instrument shall be deemed to:

1. Except and reserve with respect to a unit:  
(i) any portion of the common areas and facilities lying within said unit; (ii) easements through said unit, appurtenant to the common areas and facilities and all other units, for support and repair of the common areas and facilities and all other units; and (iii) easements appurtenant to the common areas and facilities for encroachment upon the air space of said unit by those portions of the common areas and facilities located within said unit.

2. Include with respect to a unit non-exclusive easements for ingress and support of said unit through the common areas and facilities, for the repair of said unit through all other units and through the common areas and facilities, and for the use of the balcony, patio, storage areas and parking spaces as indicated in Appendix A and the map.

3. Except and reserve, with respect to the undivided percentage interest in the common areas and facilities, non-exclusive easements appurtenant to all units for ingress, egress, support and repair and exclusive easements appurtenant to each unit for the use of the balcony, patio, storage areas and parking spaces as set forth in Appendix A and the map.

4. Include, with respect to the undivided percentage interest in the common areas and facilities, non-exclusive easements through each unit for support and repair of the common areas and facilities and non-exclusive easements for encroachments upon the air space of all of the units by and for the portions of the common areas and facilities lying within the units.

19. MAINTENANCE OF UNITS.

Each unit owner, at his own expense, shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the unit owner shall repair all injury or damages to the unit, or condominium project caused by the act, negligence or carelessness of the unit owner or that of any lessee or sublessee or any member of the unit owner's family or of the family of any lessee or sublessee or any agent, employee or guest of the owner or his lessee or sublessee, and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the unit owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the unit. The management committee shall be responsible for maintenance and upkeep of all conduits, ducts, plumbing and wiring and other facilities for the furnishing of heat, gas, light, power, air conditioning, water and sewer contained in the portions of the units that service part or parts of the property other than the unit in which they are contained. Without the written permission of the management committee first had and obtained, the unit owner shall not make or permit to be made any structural alteration, improvement or addition in or to the unit, patios, balconies, garages, or

in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located.

20. RIGHT OF ENTRY.

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

21. ADMINISTRATIVE RULES AND REGULATIONS.

The management committee shall have the power to adopt and establish by resolution such building management and operational rules as it may deem necessary for the maintenance, operation, management and control of the project, and the committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the unit owners, such amendment, alteration and provision shall be taken to be a part

of such rules. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the condominium.

22. OBLIGATION OF COMPLIANCE.

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

23. INDEMNIFICATION OF MANAGEMENT COMMITTEE.

Each member of the management committee shall be indemnified and held harmless by the unit owners against all costs, expenses and liabilities whatsoever, including without limitation attorney's fees reasonably incurred by him in connection with any proceeding in which he may become involved by reason of his being or having been a member of said committee, except in such cases wherein the member of the management committee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

24. EXPANSION OF THE CONDOMINIUM PROJECT.

A. Additional Property. The Declarant anticipates that the condominium project may be expanded to include certain real property described in Appendix D which adjoins the condominium property described in Appendix B hereof.

B. Reservation of Right to Expand. The first phase of the project includes eight condominium units, together with common areas and facilities. Declarant hereby reserves the right to expand the condominium project to include additional units of the same general type and of comparable quality in construction as the units in the present project, but no other assurances as to architecture, materials or type or size of units are made. The option to expand, as set forth herein, may be exercised by the Declarant, its successors or assigns, without the consent of any unit owners. Such units shall be constructed on the real property described in Appendix D attached hereto, or any portion thereof, subject to applicable zoning provisions of Layton City. The total number of units which may be constructed on said additional property shall not exceed 192 units, and the entire project, including the initial units and all subsequent phases, shall not exceed a total of 200 units, all of which shall be subject to the restrictions on use contained in paragraph 4.B hereof. Any portion of the real property described in Appendix D may be added to the condominium project and several portions may be added at different times, with no requirement as to the size or order of any addition, or all of said property may be added at one time, in accordance with this Declaration and the Condominium Ownership Act, as amended. Except as to the total number of units, there is no limitation as to the nature and location or locations of any improvements that may be made on any portions of the additional land; provided, however, that the average density of any such addition shall not exceed 12 units per acre. No assurances are made as to what improvements may be made or required in conjunction with construction of additional units. Limited common areas and

facilities created within the additional land shall be similar to the initial units, with no additional restriction upon Declarant.

C. Supplemental Declarations and Supplemental Maps.

Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Davis County, Utah, no later than seven years from the date this Declaration is recorded in said office, a supplement or supplements to this Declaration containing a legal description of the site or sites for new units, together with a supplemental map or maps containing the same information with respect to the new units as was required on the original map with respect to the initial units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

D. Expansion of Definitions. In the event of such expansion, the definitions used in this Declaration automatically shall be expanded to encompass and refer to the project as so expanded. E.g., "real property" shall mean the real property described in Appendix A hereof, plus any additional real property added to the project by a supplemental Declaration or by supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of units after such expansion shall be effective to transfer rights in the project, as expanded, by references to the supplemental Declarations and the supplemental maps. The recordation in the office of the Davis County Recorder, Farmington, Utah, of a supplemental map incident to any expansion shall operate automatically to grant, transfer and convey, pro tanto, to then owners of units in the project as it exists before such expansion, the respective undivided interests in the

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

E. Declaration Operative on New Units. The new units shall be subject to all the terms and conditions of this Declaration and of a supplemental Declaration, and the units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon filing the supplemental map and supplemental Declaration in the office of the Davis County Recorder.

F. Right of Declarant to Adjust Percentages of Common Areas. Each deed of a unit shall be deemed to irrevocably reserve to Declarant the power to appoint to unit owners, from time to time, the percentages in the common areas set forth in supplemental or amended Declarations. A power coupled with an interest is hereby granted to Declarant and/or Lee E. Burbidge, as attorney in fact, to shift percentages of the common areas and facilities in accordance with supplemental or amended Declarations recorded pursuant hereto and each deed of a unit in the project shall be deemed a grant of such power of said attorney in fact.



Various provisions of this Declaration and deeds and mortgages of the units may contain clauses designed to accomplish a shifting of the common areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the common areas and facilities can be accomplished. The maximum interest in the common areas and facilities of the initial unit owners in this project shall be as indicated in Appendix B to the Declaration of Covenants, Conditions, Restrictions and By-Laws for Country Oaks Condominiums. Furthermore, each unit owner in this project shall have a minimum interest in the common areas of at least .300 percent (.003%) after all phases of this project have been filed.

25. AMENDMENT.

A. In addition to the amendment provisions provided in paragraph 24 above, and except as provided below, the unit owners shall have the right to amend this Declaration and/or the map upon the approval and consent of unit owners representing not less than two-thirds of the undivided interests in the common areas and facilities. Any amendment shall be accomplished by the recordation of an instrument wherein the management committee certifies that the unit owners representing at least two-thirds of the undivided interests in the common areas and facilities have approved and consented to any such amendment.

B. Certain Prohibitions Imposed on Unit Owners.

Unless at least 75 percent of the first mortgagee's (one vote for each mortgage owned) of individual condominium units have given their prior written approval, the unit owners shall not:

1. Change the prorata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common areas and facilities of the project, except as provided in paragraph 24 of the Declaration of Covenants, Conditions, Restrictions and By-Laws for Country Oaks Condominiums.

2. Partition or subdivide any unit or the common areas of the project.

3. By act or omission seek to abandon or terminate the condominium status of the project, except as provided by statute in case of substantial loss to the units and common areas of the project.

4. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the condominium project shall not be deemed a transfer within the meaning of this clause.

5. Use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement or reconstruction of such improvements, except as provided herein or by statute in case of substantial loss to the units and/or the common areas and facilities of the condominium project.

26. VOTING.

At any meeting of the association of unit owners, each unit owner, including Declarant, either in person or by proxy, shall be entitled to the same number of votes as the percentage of undivided interest of the common areas and facilities assigned to his unit in Appendix B, as amended.

If there is more than one unit owner with respect to a particular unit, any or all of such unit owners may attend any meeting of the association, but it shall be necessary for all such unit owners present to act unanimously in order to cast the votes pertaining to their unit.

27. NOTICES.

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered 24 hours after a copy of the same has been deposited in the U.S. Mail, postage prepaid, return receipt requested. Notice to unit owners shall be addressed to each unit owner at the address given by such unit owner to the management committee for the purpose of service of such notice or to the unit of such unit owner if no such address has been given to the management committee. Such address may be changed from time to time by notice in writing to the management committee. Notice to the management committee shall be addressed to: Management Committee, Country Oaks Condominium, Association of Unit Owners, 1920 North 2550 East, Layton, Utah.

28. NO WAIVER.

The failure of the management committee or its contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or the By-Laws, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in

full force and effect. The receipt and acceptance by the management committee or its contractor of the payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the management committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the management committee.

29. SEVERABILITY.

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

30. GENDER.

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

31. TOPICAL HEADINGS.

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

32. EFFECTIVE DATE.

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned, partners of Country Oaks Partnership, the owner of the land described in Appendix A of this Declaration, have set their hands this 1st day of October, 1975.

COUNTRY OAKS PARTNERSHIP,  
Rice Family, Inc.

By [Signature]  
Its Pres.

N. A. Williams Family Corporation

By [Signature]  
Its Pres.

C. J. Larsen Family Corporation

By [Signature]  
Its [Signature]

Lee E. Burbidge & Associates, Inc.

By [Signature]  
Its [Signature]

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

On the 1<sup>st</sup> day of October, 1975, personally appeared before me Scott Rice, who being by me duly sworn did say that he is the President of Rice Family, Inc., a general partner of Country Oaks Partnership, and that this Declaration was signed in behalf of said Rice Family, Inc. by authority of its by-laws, and said Scott Rice acknowledged to me that said corporation executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at [Signature]

My Commission Expires:  
Oct. 8, 1978

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

On the 1<sup>st</sup> day of October, 1975, personally appeared before me Neldon A. Williams, who being by me duly sworn did say that he is the President of N. A. Williams Family Corporation, a general partner of Country Oaks Partnership, and that this Declaration was signed in behalf of said N. A. Williams Family Corporation by authority of its by-laws, and said Neldon A. Williams acknowledged to me that said corporation executed the same.

Jamara Jift  
NOTARY PUBLIC  
Residing at Salt Lake

My Commission Expires:  
Oct. 8, 1978

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

On the 1<sup>st</sup> day of October, 1975, personally appeared before me Carlos J. Larsen, who being by me duly sworn did say that he is the President of C. J. Larsen Family Corporation, a general partner of Country Oaks Partnership, and that this Declaration was signed in behalf of said C. J. Larsen Family Corporation by authority of its by-laws, and said Carlos J. Larsen acknowledged to me that said corporation executed the same.

Jamara Jift  
NOTARY PUBLIC  
Residing at Salt Lake

My Commission Expires:  
Oct. 8, 1978

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

On the 1<sup>st</sup> day of October, 1975, personally appeared before me Lee E. Burbidge, who being by me duly sworn did say that he is the President of Lee E. Burbidge & Associates, Inc., a general partner of Country Oaks Partnership, and that this Declaration was signed in behalf of said Lee E. Burbidge & Associates, Inc. by authority of its by-laws, and said Lee E. Burbidge acknowledged to me that said corporation executed the same.

Jamara Jift  
NOTARY PUBLIC  
Residing at Salt Lake

My Commission Expires:  
Oct. 8, 1978

LAND DESCRIPTION FOR  
COUNTRY OAKS CONDOMINIUMS

Beginning at a point which is South 89°49'30" West 2021.10 feet along the Section line, and South 555.18 feet from the Northeast corner of Section 14, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 79° East 199.357 feet; thence North 27° West 29.578 feet; thence North 74° East 132.439 feet; thence South 27° East 190.318 feet; thence South 63° West 100.0 feet; thence South 26°07'40" West 75.0 feet; thence North 27° West 111.312 feet; thence South 79° West 218.74 feet; thence North 11° West 122.0 feet to the point of beginning. Containing 1.3408 acres.

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APPENDIX B

COUNTRY OAKS CONDOMINUMS

<u>Unit No.</u>	<u>Building</u>	<u>Size in Sq. Ft.</u>	<u>Undivided Interest in Common Areas</u>
1A	1	1650	12.85% (.1285)
1B	1	1740	13.55% (.1355)
1C	1	1680	13.08% (.1308)
1D	1	1475	11.48% (.1148)
2A	2	1650	12.85% (.1285)
2B	2	1500	11.67% (.1167)
2C	2	1500	11.67% (.1167)
2D	2	1650	12.85% (.1285)



## BY-LAWS

## COUNTRY OAKS CONDOMINIUMS

An Association of Unit Owners Under  
the Utah Condominium Ownership Act

The administration of the Country Oaks Condominiums (the "property") and the Association of Unit Owners ("association") shall be governed by these bylaws, by the Utah Condominium Ownership Act, Utah Code Annotated §§ 57-8-1 through 57-8-35 (Repl. vol. 1963) (the "act") and by the declaration.

1. Application of By-Laws.

All present and future unit owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the declaration, these bylaws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the declaration and these bylaws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.

2. Management Committee.

A. The administration of the property on behalf of the association shall be conducted by a management committee of five natural individuals.

B. Beginning with the first annual meeting and at every annual meeting thereafter, the association shall elect the members of the management committee for the forthcoming year, pursuant to paragraph 2.C., below. At least thirty (30) days prior to any annual meeting of the association, the management committee shall elect from the unit owners a nominating committee of not less than three (3) members (none of whom shall be members of the then management committee) who shall recommend to the annual meeting one nominee for each position on the management committee to be filled at that particular annual meeting. Nominations for positions on the management committee may also be made by petition filed with the secretary of the association at least seven (7) days prior to the annual meeting of the association, which petition shall be signed by ten (10) or more unit owners and signed by the nominee named therein indicating his willingness to serve as a member of the management committee, if elected. Members of the management committee shall not be required to be unit owners, but must be natural individuals and residents of the State of Utah.

C. Members of the management committee shall serve for a term of two (2) years; provided, however, that two members of

the management committee elected at the first annual meeting shall serve for an initial term of one (1) year and the three other members shall be selected by Declarant and shall serve for initial terms of two (2) years. Thereafter, all management committee members elected shall serve for a two-year term; provided, however, that until completion and sale of all units in all phases of the project or until two years from the date of recording the final phase of the project, whichever occurs first, or at an earlier date at Declarant's option, Declarant alone shall be entitled to select said three committee members. The terms of no more than three members will end each year. The members of the management committee shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the management committee who fails to attend three consecutive management committee meetings or fails to attend at least 25% of the management committee meetings held during any calendar year shall forfeit his membership on the management committee.

D. Any member of the management committee may resign at any time by giving written notice to the president of the association, or the remaining management committee members. Any member of the management committee may be removed from membership on the management committee by a two-thirds majority vote of the association. Whenever there shall occur a vacancy on the management committee due to death, resignation, removal or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the association, at which time said vacancy shall be filled by the association for the unexpired term, if any.

E. The members of the management committee shall receive no compensation for their services unless expressly approved by a majority of the association; provided, however, that any member of the management committee may be employed by the association in another capacity and receive compensation for such employment.

F. The management committee, for the benefit of the property and the association, shall manage the business, property and affairs of the property and the association and enforce the provisions of the declaration, these bylaws, the house rules and the administrative rules and regulations governing the property. The management committee shall have the powers, duties and responsibilities with respect to the property as contained in the act, the declaration and these bylaws.

G. The meetings of the management committee shall be held at such places within the State of Utah as the management committee shall determine. Three (3) members of the management committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the management committee. The management committee shall annually elect all of the officers of the association. The meeting for the election of officers shall be held at the first meeting of the management committee immediately following the annual meeting of the association.

H. Special meetings of the management committee may be

called by the president or by any two management committee members.

I. Regular meetings of the management committee may be held without call or notice. The person or persons calling a special meeting of the management committee shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

J. Any member of the management committee may, at any time, waive notice of any meeting of the management committee in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the management committee at a meeting shall constitute a waiver of notice of such meeting except if a management committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the management committee are present at any meeting of the management committee, no notice shall be required and any business may be transacted at such meeting.

K. Until the first annual meeting of the association, the rights, duties, and functions of the management committee shall be exercised by declarant.

L. After the election of the members of the management committee at the first annual meeting of the association, declarant shall execute, acknowledge and record an affidavit stating the names of the members of the newly elected management committee. Thereafter, any two (2) persons who are designated of record as being members of the most recent management committee (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current management committee. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the management committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

M. The fiscal year shall be determined by the management committee.

### 3. Meetings of the Association.

A. The presence in person or by proxy at any meeting of the association of fifty percent (50%) of the unit owners in response to notice of all unit owners of record properly given shall constitute a quorum. In the event that fifty percent (50%) of the unit owners are not present in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of unit owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the declaration, any action may be taken at any meeting of the unit owners upon a majority vote of the unit owners who are present in person or by proxy

and who are voting.

B. The first meeting of the association shall be on the second Thursday of January, 1975, at a time and place to be announced in advance by Declarant. Thereafter, there shall be an annual meeting of the association on the second Thursday of January at 7:00 p.m. at the property or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice by the management committee delivered to the unit owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to an annual meeting, the management committee shall furnish to the unit owners: (i) a budget for the coming fiscal year that shall itemize the estimated common expenses of the coming fiscal year with the estimated allocation thereof to each unit owner; and (ii) an audited statement of the common expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each unit owner. Within ten (10) days after the annual meeting, that budget statement shall be delivered to the unit owners who were not present at the annual meeting.

C. Special meetings of the association may be held at any time at the property or at such other reasonable place to consider matters which, by the terms of the declaration, require the approval of all or some of the unit owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the management committee, or by unit owners representing at least one-third (1/3) in interest of the undivided ownership of the common areas and facilities and delivered to all unit owners not less than fifteen (15) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

D. Robert's Rules of Order (latest edition) shall govern the conduct of the association's meeting when not in conflict with the declaration or these bylaws.

#### 4. Officers.

A. All officers and employees of the association shall serve at the will of the management committee. The officers shall be a president, secretary and treasurer. The management committee may appoint such other assistant officers as the management committee may deem necessary. No officer shall be required to be a unit owner, but the president must be a member of the management committee. No officer shall receive compensation for serving as such. Officers shall be annually elected by the management committee and may be removed and replaced by the management committee. The management committee may, in its discretion, require that officers (and other employees of the association) be subject to fidelity bond coverage.

B. The president shall be the chief executive of the management committee and shall preside at all meetings of the unit owners and of the management committee and may exercise the powers ordinarily allocable to the presiding officer of an

association, including the appointment of committees. The president shall exercise general supervision over the property and its affairs. He shall sign on behalf of the association all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the management committee may require.

C. The secretary shall keep minutes of all proceedings of the management committee and of the meetings of the association and shall keep such books and records as may be necessary and appropriate for the records of the unit owners and the management committee. In the absence or inability of the president, the secretary shall perform the functions of the president.

D. The treasurer shall be responsible for the fiscal affairs of the association, but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

5. Common Expenses; Assessments.

A. All assessments shall be made in accordance with the general provisions of paragraph 11 of the declaration.

B. Within thirty (30) days prior to the annual meeting of the association, the management committee shall estimate the common expenses for the following year. The estimated common expenses shall include such amounts as the management committee may deem proper for general working capital, for the general operating reserve, for a reserve fund for replacements and major maintenance and shall take into account any expected income, surplus or deficit in the common expenses for any prior year. These estimated common expenses shall be presented at the annual meeting and thereafter shall be assessed on a monthly basis to the unit owners in proportion to their percentage of undivided interest in the common areas and facilities as set forth in the declaration. If the estimated common expenses prove inadequate for any reason, including nonpayment of any unit owner's assessments, the management committee may, by resolution duly adopted, make additional assessments, which shall be assessed to the unit owners in the same manner as the estimated common expenses. Each unit owner shall be obligated to pay to the management committee assessments made pursuant to this paragraph on or before the first day of each month, or in such other reasonable manner as the management committee shall designate. The funds received by the management committee from assessments shall be kept in a separate account known as the "common expense fund" and shall be expended by the management committee only in accordance with the provisions of the act, the declaration and these bylaws.

C. The rights, duties and functions of the management committee set forth in this paragraph shall be exercised by declarant until thirty (30) days after the first annual meeting of the association.

D. The failure by the management committee before the expiration of any year, to estimate the common expenses as

required herein, shall not be deemed a waiver or modification in any respect of the provisions of the declaration or these bylaws or a release of the unit owner from the obligation to pay any past or future assessments, and the estimated common expenses fixed for the previous and current year shall continue until a new estimate is fixed.

E. Amendments to this paragraph 5 shall be effective only upon unanimous written consent of the unit owners and their mortgagees.

F. No unit owner may exempt himself from liability for common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his unit.

G. The treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the common areas and facilities, specifying and itemizing the maintenance, repair and replacement expenses of the common areas and facilities and any other expenses incurred. Such record shall be available for examination by the unit owners during regular business hours. In accordance with the actions of the management committee assessing common expenses against the units and unit owners, the treasurer shall keep an accurate record of such assessments and of the payments thereof by each unit owner.

H. All common expense assessments shall be a separate, distinct and personal liability of the owner of the unit at the time each assessment is made. The management committee shall have the rights and remedies contained in the act and in the declaration to enforce the collection of assessments for common expenses.

I. Any person who shall have entered into a written agreement to purchase a unit shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the unit and its owners, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the unit shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former unit owner grantor shall remain so liable. Any such excess which cannot be promptly collected from the former unit owner grantor shall be reassessed by the management committee as a common expense to be collected from all unit owners, including without limitation the purchaser of the unit, his successors and assigns. The new unit owner shall and the former unit owner shall not be liable for any assessments made after the date of transfer of title to a unit, even though the common expenses for the expenses incurred or the advances made by the management committee for which the assessment is made relate in whole or in part of any period prior to that date.

J. In the event that title to a unit is transferred at sheriff's sale pursuant to execution upon any lien against the unit, the management committee shall give notice in writing to the sheriff of any unpaid assessments for common expenses which are a lien against the unit, and for any expenses of

or advances by the management committee which have not theretofore been reduced to a lien, which shall be paid out of the proceeds of the sale prior to the distribution of a-y balance to the former unit owner against whom the execution was issued. The purchaser at such sheriff's sale and the unit involved shall not be liable for unpaid assessments for common expenses and for any expenses of or advances by the management committee which became due prior to the sheriff's sale of the unit. Any such unpaid assessments which cannot be promptly collected from the former unit owner shall be reassessed by the management committee as a common expense to be collected from all of the unit owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns. To protect its right to collect unpaid assessments for common expenses which are a lien against a unit, and for any expenses of and advances by the management committee, the management committee may on behalf of all the unit owners, purchase the unit at sheriff's sale, provided such action is authorized by the affirmative vote of a majority of the members of the management committee.

K. In addition to the statements issuable to purchasers of units, the management committee shall provide a current statement of unpaid assessments for common expenses and for any expenses of and advances by the management committee in respect of the unit, to the unit owner, to any person who shall have entered into a binding agreement to purchase the unit and to any mortgagee on request at reasonable intervals.

L. In all cases where all or part of any assessments for common expenses and for any expenses of and advances by the management committee cannot be promptly collected from the persons or entities liable therefor under the act, declaration or bylaws, the management committee shall reassess the same as a common expense, without prejudice to its rights of collection against such persons or entities.

#### 6. Litigation.

A. If any action is brought by one or more but less than all unit owners on behalf of the association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a common expense; provided, however, that if such action is brought against the unit owners or against the management committee, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the unit owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other unit owners, as a common expense or otherwise.

B. Complaints brought against the association, the management committee or the officers, employees or agents thereof, in their respective capacities as such, or the property as a whole, shall be directed to the management committee, which shall promptly give written notice thereof to the unit owners and any mortgagees and shall be defended by the management committee, and the unit owners and mortgagees shall have no right to participate other than through the management committee in such defense. Complaints against one

or more, but less than all unit owners shall be directed to such unit owners, who shall promptly give written notice thereof to the management committee and to the mortgagees affecting such units, and shall be defended by such unit owners.

7. Abatement and Enjoinment of Violations by Unit Owners.

The violation of any house rules or administrative rules or regulations adopted by the management committee or the breach of any provision contained herein, or the breach of any provision of the declaration, shall give the management committee the right, in addition to any other rights set forth in these bylaws:

A. To enter the unit in which or as to which such violation or breach exists and to similarly abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the management committee shall not thereby be deemed guilty in any manner of trespass; or

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

8. Accounting.

A. The books and accounts of the association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

B. At the close of each fiscal year, the books and records of the management committee shall be audited by a certified public accountant approved by the association.

C. The books and accounts of the association shall be available for inspection at the office of the association by any unit owner or his authorized representative during regular business hours.

9. Special Committees.

The management committee by resolution may designate one or more special committees, each committee to consist of two (2) or more unit owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. 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 members of such special committee or committees designated shall be appointed by the management committee or the president. The management committee or the president may appoint unit owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.



10. Amendment of By-Laws.

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These bylaws may be amended by a two-thirds (2/3) affirmative vote of the association at a meeting duly called for such purpose. Upon such an affirmative vote, the management committee shall acknowledge the amended bylaws, setting forth the fact of the required affirmative vote of the unit owners and the amendment shall be effective upon recording.

11. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

12. Captions.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these bylaws nor the intent of any provision hereof.

13. Effective Date.

These bylaws shall take effect upon recording of the declaration of which they are a part.

## COUNTRY OAKS CONDOMINIUMS

## ADDITIONAL PROPERTY

Beginning at a point which is South 89°49'30" West 765.81 feet along the Section line from the Northeast corner of Section 14, Township 4 North, Range 1 West, Salt Lake Base & Meridian, in the City of Layton; thence South 89°49'30" West 1867.84 feet to the North quarter corner of said Section 14; thence South 402.074 feet along the quarter section line; thence South 35°04' West 230.00 feet; thence South 54°56' East 161.447 feet to the quarter section line; thence South 107.492 feet to the North line of Country Oaks No. 2 Subdivision; thence South 66° East 105.028 feet to the Northeast corner of Lot 218 of said Subdivision; thence South 72°30' East 284.81 feet to the West line of Country Oaks Subdivision; thence along said Subdivision the following bearings and distances: North 230.00 feet; thence North 89° East 240.00 feet; thence South 10° East 100.945 feet; thence North 79° East 281.18 feet; thence leaving the subdivision North 27° West 111.312 feet; thence South 79° West 218.737 feet; thence North 11° West 122.0 feet; thence North 79° East 199.357 feet; thence North 27° West 29.578 feet; thence North 74° East 147.719 feet; thence South 27° East 190.318 feet to Country Oaks Subdivision; thence along said Subdivision the following bearings and distances: North 63° East 25.39 feet; thence North 25° West 60.725 feet; thence North 74° East 148.115 feet; thence South 84°47'37" East 53.63 feet; thence North 74° East 118.955 feet; thence North 13° West 88.08 feet; thence North 84° East 123.85 feet; thence leaving said Subdivision North 6° West 29.919 feet; thence North 60°45' East 208.556 feet; to the North line of Country Oaks Subdivision; thence North 38° East 160.23 feet; thence North 50° East 204.54 feet to the point of beginning. Containing 23.61 acres.