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Mildred V. Highmore
CITY RECORDER

WOOD HOLLOW CONDOMINIUM

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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KATIE L. DIXON
RECORDER
SALT LAKE COUNTY
UTAH

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
WOOD HOLLOW CONDOMINIUMS

This Declaration is made at the date hereinafter set forth by
GRAMCO, a partnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property
located in Salt Lake County, State of Utah which is more particularly
described on Exhibit "A" hereto attached; and

WHEREAS, there are certain buildings and other improvements
now existing upon the land all of which are to be included within the
property.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed subject to
the following easements, restrictions, covenants and conditions which
are for the purpose of protecting the value and desirability of the real
property and amenities which shall run with the land and be binding on
all parties having any right, title or interest in the described properties
or any part thereof, their heirs, successors and assigns and shall inure
to the benefit of each owner thereof.

ARTICLE I

SECTION I: Definitions:

As used herein or elsewhere in the Condominium Documents,
unless otherwise provided, or unless the context requires otherwise,
the following terms shall be defined as in this article provided.

1. Unit: Any one of those parts of the building which
are separately described on the Record of Survey Map.
2. Unit Owner: The person, persons or entity holding title
in fee to a unit in the Condominium Project and an undivided interest in
the common areas and facilities as shown on the records of the County
Recorder of Salt Lake County, Utah.
3. Assessment: That portion of the cost of maintaining

and managing the property which is to be paid by each unit owner as set forth in Article VII hereof.

4. Association: Wood Hollow Homeowners Association and its successors a non-profit corporation duly organized under the laws of the State of Utah with its principal place of business in Salt Lake City, Utah. Copies of the By-laws of the corporation and certain of its rules and regulations are annexed hereto and made a part hereof as exhibits.

5. Buildings: The structure or structures containing the units located on the property.

6. Property: Shall mean and refer to that certain real property hereinbefore described.

7. Common Areas and Facilities: The common areas and facilities are that part of the property which is not within the units as such units are shown on the Record of Survey Map or which exist within the units by virtue of an easement herein created.

8. Common Expenses: The actual estimated costs of:

a. maintenance, management operation, repair and replacement of the common areas and facilities and those parts of the units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace; and adequate reserves to assure payment of the above costs;

b. management and administration of the Association, including without limiting the same to compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;

c. all liens of any nature, including taxes and special assessments levied by government authority which are liens upon more than one unit or upon any portion of the common areas;

d. any other items held by or in accordance with other provisions of this Declaration or the corporation bylaws to be common expense.

9. Condominium Documents: This Declaration and exhibits annexed hereto as the same from time to time may be amended.

Exhibit "A" - Legal description of land comprising the condominium;

Exhibit "B" The Record of Survey Map

Exhibit "C" A schedule of parking spaces assigned to each such unit;

Exhibit "D" Bylaws of Wood Hollow Homeowners Association;

Exhibit "E" Regulations of the Common Areas;

Exhibit "F" Ownership of Common Areas.

ARTICLE II

SECTION I: Condominium Name:

The name of the condominium is:

WOOD HOLLOW CONDOMINIUM

SECTION II: Statement of Applicability of the Laws of Utah:

This Declaration is made pursuant to the provisions of the "Condominium Ownership Act" of the State of Utah (Title 57-8-1 et seq., as amended).

ARTICLE III

SECTION I: Name of Organization of Unit Owners:

The name of the organization of unit owners is:

WOOD HOLLOW HOMEOWNERS ASSOCIATION

a non-profit corporation duly organized under the laws of the State of Utah with its principal place of business at Salt Lake City, Utah. Wood Hollow Homeowners Association, herein referred to as "Association" has enacted bylaws pursuant to the Non-Profit Corporation Act of the State of Utah.

ARTICLE IV

SECTION I: Description of Buildings:

The condominium project contains fifteen (15) buildings all of which are constructed of masonry, brick, wood with cedar shingle roof. The buildings are one-half story below ground and two and one-half stories above ground level. The Condominium also contains a swimming pool, clubhouse and tennis court.

ARTICLE V

SECTION I: Description of Units:

Each building contains six (6) units with two units on each of the three levels. Ten (10) buildings are comprised of two bedroom units and five (5) buildings are one-bedroom units. The approximate

area of the units and access to the common areas and facilities are as shown on the record of survey map.

ARTICLE VI

SECTION I: Description of Common Areas and Facilities and Proportionate interest of Each Unit Therein:

1. General Common Areas and Facilities: Except as otherwise in this Declaration provided, the common areas and facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the property except the units and the permanent parking space assigned to each unit. The general common areas and facilities shall include the following whether located within the bounds of the unit or not:

- a. All structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;
- b. driveways, parking areas, lawns, shrubs, trees, entrance ways, exterior stairways, and service areas;
- c. clubhouse, swimming pool and tennis court;
- d. any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits, and other accessories used therewith;
- e. all other parts of the 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 Record of Survey Map;
- f. all repairs and replacements of any of the foregoing.

2. Use of Common Areas and Facilities: No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association.

3. Ownership of Common Areas: Each unit owner shall be a member of Wood Hollow Homeowners Association, and through such membership shall own in common with the other unit owners the fractional percentage ownership described in Exhibit "F".

SECTION II: Unit Description:

1. Real Property: Each unit, together with the space within it as shown on the Record of Survey Map and together with all appurtenances thereto, together with the furnace, water heater, air conditioning unit (whether contained in the unit or not) built-in appliances and plumbing

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fixtures, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the property, subject only to the provisions of this Declaration.

2. Boundaries: Each unit shall be bounded as to both horizontal and vertical boundaries as shown on the Record of Survey Map subject to such encroachments as are contained in the buildings or movement of the buildings or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:

a. Horizontal Boundaries:

i. the upper boundary shall be the plane of the lower surface of the ceiling of the upper most living level of each unit;

ii. the lower boundary shall be the plane of the upper surface of the floor of the lower living level.

b. Vertical Boundaries:

i. between units - the plane formed by the center line of the wall between the units;

ii. exterior boundaries shall be the plane formed by the interior side of the wall in which windows are located.

It is not intended that the unit owners shall own the undecorated or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective unit spaces, nor shall owners be deemed to own pipes, wires, conduits or other public utility lines running through the respective unit spaces that are utilized for, or served by, more than one unit space. The owners, however, shall be deemed to own the walls and partitions except support walls and joists that are contained in their respective units and shall be deemed to own the inner-decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wall paper, floor coverings and the like.

3. Appurtenances: Each unit shall include, and the same shall pass with each unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of the unit owner in the property, which shall include but not be limited to:

a. Common areas and facilities, an undivided share in the common areas and facilities, such undivided share to be that portion as set forth in Article VI hereof.

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b. A license to maintain private passenger automobiles at and on parking space or spaces assigned to the unit by Declarant or by the Association, subject to the rules and regulations of the Association and the imposition, if any, of a reasonable charge therefor.

c. Easements for the benefit of the unit.

d. Association membership and funds and assets held by the Association for the benefit of the unit owner.

e. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other units.

f. The following easements from each unit owner to each other unit owner and to the Association.

i. Ingress and Egress. Easements through the common areas and facilities for ingress and egress for all persons making use of such areas and facilities in accordance with the terms of the condominium documents.

ii. Maintenance, Repair and Replacement. Easements through the units and common areas and facilities for maintenance, repair and replacement of the units and common areas and facilities. Use of these easements however, for access to units shall be limited to reasonable hours, except that access may be had at any time in an emergency.

iii. Utilities. Easements through the units and common areas and facilities for the furnishing of utility services within the building.

iv. Structural Supports. Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support.

v. Emergency Easements of Ingress and Egress. Easements whenever reasonable required for emergency ingress and egress.

ARTICLE VII

SECTION I: Assessments:

Assessments against the unit owners shall be made and approved by the Board of Directors of the Association and paid by the unit owners to the association in accordance with the following provisions:

1. Share of Expense. Each unit owner shall be proportionately liable for his share of the common expenses in the same percentage as his share of ownership in the general common areas and facilities and membership in the Association of unit owners.

2. Assessments Other Than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the condominium documents, shall be paid by the unit owners to the Association in the proportions set forth in the provisions of the condominium documents authorizing the assessment.

3. Assessments for Common Expenses: Assessments for common expenses shall be made for the calendar year annually in advance on or before the 15th day of December and at such other and additional times and in the judgment of the Board of Directors additional expense assessments are required for the property management, maintenance and operation of the common areas and facilities. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessment shall be in the amount of the estimated common expenses for the year, including a reasonable allowance for contingencies and reserves for replacements, less the amounts of unneeded common expense account balances. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by management.

4. Assessment for Emergencies: Assessments for common expenses of emergencies which cannot be paid by the common expense account shall be made only by the Board of Directors of the Association.

5. Assessments for Liens. All liens of every nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one unit or upon any portion of the common areas and facilities, shall be paid by the Association as a common expense.

6. Assessment Roll. The assessments against all unit owners shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection at all reasonable times by the unit owners or their duly authorized representatives. A certificate made by the Association as to the status of the unit owner's assessment account shall limit the liability of any person for whom made other than the unit owner. The Association shall issue such certificate to such persons as a unit owner shall request in writing.

7. Liability for Assessments. The owners of a unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the

rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common areas or facilities or by abandonment of the unit for which the assessments are made. A purchaser of a unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all pre-paid assessments paid beyond the date such purchaser acquired title.

8. Lien for Assessments. The unpaid portion of any assessment which is due shall be secured by a lien upon the unit and all appurtenances thereto and shall be enforced in the manner provided for the foreclosure of liens by the laws of the State of Utah. Such lien shall have priority over all other liens except liens for general taxes and first mortgages or trust deeds of record. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

9. Application.

a. Interest: Application of Payments. Assessments and installments thereof paid on or before fifteen (15) days after the date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

b. Suit. The Association, at its option, may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in any event the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of eighteen percent (18%) per annum, and all costs incident to the collection and the action, suit or proceeding, including, without limiting the same to reasonable attorney's fees.

ARTICLE VIII

SECTION I: Purpose and Use Restriction.

The purpose of this Condominium is to provide for the operation of the property and buildings with the condominium form of ownership,

In order to provide for a congenial occupation of the buildings and to provide for the protection of the values of the units, the use of the property shall be restricted to be and in accordance with the following provisions:

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

2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the Association 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 rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use without the prior written consent of the Association. No 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 owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to 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 association.

5. No animals or birds or 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 and provided that they are not kept, bred or maintained for any commercial purpose and provided further than any such pet causing or creating a nuisance or disturbance shall be permanently removed from the property upon ten (10) days written notice from the Association.

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.

9. 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 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 property or in any unit therein, except that:

- a. During the period of time that units are being sold, Declarant may maintain a sales office and/or model unit on the properties and may conduct sales activity on the property. At all times the Association of unit owners may maintain an office on the property for the purpose of conducting Association activities and business.
- b. The Declarant may perform or cause to be performed such work as is incident to the completion of the development of the property, or to the sale or lease of units owned by the Declarant.
- c. The Declarant or its agent may place "for sale" or "for rent" signs on any unsold, unoccupied or reacquired units and may place such other signs on the property as may be required to facilitate the sale or lease of unsold units.
- d. The Association of Unit owners or its agent or representative may place "for sale" or "for rent" signs on any unit or on the property for the purpose of facilitating the disposal of units by any unit owner, mortgagee or the Association of Unit owners.
- e. A unit owner with respect to a unit and the Association of unit owners or its agents or representatives with respect to the common areas and facilities, may perform or cause to be performed any maintenance, repair or remodeling work, required or permitted by this Declaration.

ARTICLE IX

SECTION I: Insurance.

The insurance which shall be carried upon the property shall be governed by the following provisions:

1. Authority to Purchase. All insurance policies upon the property shall be purchased by the Association for the benefit of the unit owners and their respective mortgagees as their interest may appear and

shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the units or any of them, and, if insurance companies will agree, shall provide that the insurer waive its rights of subrogation as to any claims against unit owners, developer, and the Association and their respective employees, agents and invitees.

2. Unit Owners. Each unit owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in Article IX 1 above and must be obtained from an insurance company for which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage.

3. Coverage.

a. Casualty. The building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford such protection against:

i. loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

ii. such other risks as from time to time customarily shall be covered with respect to buildings, including but not limited to, vandalism, malicious mischief, windstorm, water and flood damage.

b. Public liability and property damage in such amounts and in such forms and shall be required by the Association including but not limiting the same to general liability, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverages.

c. Workmens compensation policy to meet the requirements of law.

d. All liability insurance shall contain endorsements to cover liabilities of the Association as a group to a unit owner.

4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a group to a unit owner.

5. Ownership and Payment of Proceeds. All insurance policies

purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interest may appear and shall provide that all proceeds payable as a result of casualty loss shall be paid to the Association as trustee. The Association shall hold such proceeds as may be paid on account of loss in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgages as their interest may appear. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be retained by the Association or distributed to the unit owners and their mortgagees as their interest may appear. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the unit owner and his mortgagee jointly.

6. Reconstruction or Repair of Casualty Damage.

- a. General Common Areas and Facilities. If any part of the general common areas and facilities shall be damaged by casualty the damage shall be promptly repaired and restored by the Association using proceeds of insurance, if any, on the improvements for that purpose and the unit owner shall be liable for assessments for any deficiency.
- b. Single Unit. If the casualty damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair and the Association shall pay over to said unit owner all insurance proceeds received on account of such loss.
- c. Buildings. If the casualty damage affects more than one unit and contiguous common area in a building or buildings, and if less than three-fourths (3/4) of the building or buildings is destroyed or substantially damaged, the Association shall immediately proceed to repair and restore the building or buildings and all insurance proceeds shall be used therefor. Reconstruction and repair shall be carried out in the following manner:
 - i. Estimate of Cost. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association will obtain reliable and detailed estimates of cost to replace the damaged property in condition as good as that before the casualty.
 - ii. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair by the Association, assessments shall be made

against the unit owners in sufficient amounts to provide funds to pay the estimated cost. If at any time during the reconstruction and repair, or upon completion of reconstruction and repair, it is determined that the insurance funds and assessment are insufficient to carry out restoration and repair, assessment shall be made against the unit owners in sufficient amount to provide funds for the payment of such additional costs.

iii. Damage exceeding Three-Fourths of the Building; Insufficient Insurance Proceeds for Reconstruction. If three-fourths or more of a building is destroyed or substantially damaged and if the insurance proceeds are insufficient to reconstruct the building and if the unit owners by a vote of at least three-fourths of the unit owners do not voluntarily, within one hundred twenty (120) days after such destruction and damage, make provision for reconstruction the Association shall record, with the County Recorder, a notice setting forth such facts, and upon recording such notice:

(a) the property shall be deemed to be owned in common by the unit owners in said building;

(b) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas;

(c) the property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of the insurance, if any, shall be considered as one fund and shall be divided among the unit owners in said building in a percentage equal to the percentage of undivided interest owned by each unit owner in the property after first paying out of the respective shares of the unit owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each unit owner.

ARTICLE X

SECTION I: Maintenance and Repair of Units.

I. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

a. All portions of the unit which contribute to the support

of the building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, outside walls of the building, structural slabs, roof, interior boundary walls of units and load-bearing columns;

b. all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the unit but excluding therefrom appliances, office machinery and plumbing fixtures;

c. all incidental damage caused to a unit by such work as may be done or caused to be done by the Association in accordance herewith;

d. cause the building, appurtenances and grounds of the condominium to be maintained according to reasonably acceptable standards, including, but not limited to, lawn care, exterior cleaning, exterior painting, plumbing, carpentry, and such other normal maintenance and repair work as may be necessary;

e. make contracts for sewer, water, exterior lights, refuse collection, exterior electric service, vermin extermination, and other necessary services. Also, place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the condominium;

f. cause to be placed and kept in force necessary insurance needed adequately to protect the Association, its members and mortgagees holding mortgages covering condominium parcels, as their respective interest may appear (or to require by law), including, but not limited to, public liability insurance, fire and extended coverage insurance, as is more particularly set forth in the Declaration of Condominium.

Funds for the payment of the above and foregoing shall be assessed against the unit owners as a common expense.

2. The Responsibility of Unit Owner. The responsibility of the unit owner shall be as follows:

a. to maintain, repair and replace at his expense, all portions of the unit, including but not limited to exterior door and all glass windows and doors associated with the unit;

b. to perform his responsibilities in such manner so as not unreasonably to disturb the rights or other persons occupying with the building;

c. not to paint or otherwise decorate or change the appearance

of any portion of the building not within the walls of the unit, unless the written consent of the Association is obtained.

d. to promptly report to the Association or its agent any defect or need for repairs or maintenance, the responsibility for the remedying of which is with the association.

e. not to make any alterations in the portions of the unit or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Directors of the Association and all first mortgagees of individual units, nor shall any unit owner impair any easement without first obtaining the written consents of the Association and of the unit owner or owners for whose benefit such easement exists.

3. Nothing herein contained, however, shall be construed so as to impose and contractual liability upon the Association for Maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence.

ARTICLE XI

SECTION 1: Mortgagee and Voting Rights.

1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

2. During the period of three (3) years from the date this Declaration is recorded the Declarant shall name the Board of Directors of the Association. This section shall not be subject to amendment during this term.

ARTICLE XII

SECTION 1: Mortgage Protection.

Unless two-thirds of the mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Association shall not be entitled to:

1. By act or omission, seek to abandon or terminate the

condominium project;

2. Change pro rate the interest or obligation of any individual condominium for the purpose of:

a. levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or

b. determining the pro rata share of ownership of each condominium unit in the common areas.

3. Partition or subdivide any condominium unit;

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

5. Use hazard insurance proceeds for losses to any condominium property (whether to the Units or common areas) for other than the repair, replacement or reconstruction of such condominium property, except as provided by statute, in cases of substantial loss to the units and/or common areas of the condominium project;

6. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by an individual unit owner of any obligation to the Association by the owner which is not cured within sixty (60) days. First mortgagees may jointly or singly pay taxes or other charges which are in default and which are or may become a charge against any of the common property and may pay overdue premium or hazard insurance policies or secure new hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy. First mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

ARTICLE XIII

SECTION I: Administration.

The administration of the property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

I. The Association shall be incorporated under the name Wood Hollow Home Owners Association, as a non-profit corporation under the laws of the State of Utah.

2. The Bylaws of the Association shall be adopted pursuant to the Non-profit Corporation Code of the State of Utah.

3. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the Bylaws together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration or the Bylaws, the terms and provisions of this Declaration shall prevail and the unit owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or Bylaws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the Bylaws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever the Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the Bylaws.

4. The association, by and through its Board of Directors is hereby vested with the power to delegate its powers, duties and authority granted by this Declaration by entering into a management contract with such persons or organizations or corporations, and upon such terms and conditions as the Board of Directors may elect. Subject, however, to the rights granted to Declarant in this Declaration.

ARTICLE XIV

SECTION 1: Compliance and Default.

Each unit owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other unit owners to the following relief:

1. Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and regulations adopted pursuant thereto shall be ground for relief which may include, without intending to limit the same, to an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved unit owner.

2. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness or by that of any employees, invitees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any in-

crease in fire insurance rates occasioned by the use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

3. Costs and attorneys fees. In any proceedings arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

5. All rights, remedies and privileges granted to the Association or a unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

ARTICLE XV

SECTION I: Termination.

The Condominium shall be terminated, if at all, in the following manner:

1. Seventy-five percent (75%) of the unit owners may remove all of the Condominium or a portion thereof from the provisions of the Utah Condominium Ownership Act by an instrument to the effect, duly recorded in the Salt Lake County Recorder's Office, provided that the holders of all liens upon any of the units affected consent thereto by instruments duly recorded.

2. Destruction. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, this condominium, including all units, shall be subject to partition at the suit of any unit owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided proportion to the unit owners' respective undivided ownership in the common areas and facilities. Upon such sale, the condominium shall

be deemed removed from the provisions of the Utah Condominium Ownership Act.

3. The removal of the condominium from the provisions of the Utah Condominium Ownership Act shall not bar the subsequent resubmission of the land and buildings involved to the provisions of the act.

ARTICLE XVI

SECTION 1: Liens.

1. Protection of Property. All liens against a unit other than for mortgages, trust deeds, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

2. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit other than for trust deeds, mortgages, taxes and special assessments within five (5) days after the attaching of the lien herein.

3. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his unit or any other part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

4. Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XVII

SECTION 1: Condemnation.

Should any part of the common property or units be condemned and an award given therefor, it shall be allocated as follows:

1. If any portion of the common areas and facilities are taken by eminent domain the award for it shall be allocated to the unit owners in proportion to their respective undivided interest in the common areas and facilities.

2. If any units are taken by eminent domain, the undivided interest in the common areas and facilities appertaining to these units shall thence forth appertain to the remaining units, being allocated to them in proportion to their respective undivided interest in the common areas and facilities.

3. Condemnation proceedings and the awards given therefor shall be governed by the provisions of Title 57-8-32.5 Utah Code Annotated, 1953.

ARTICLE XVIII

SECTION I: Covenants Running with the Land.

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every unit and the appurtenances thereto; and every unit owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

ARTICLE XIX

SECTION: General Provisions.

I. Provisions Relating to Declarant.

- a. Declarant may amend this Declaration without the vote of the membership during the term of three (3) years from the date this Declaration is recorded.
- b. The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. Estimates of common expenses are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.
- c. In order to maintain high standards and to assure the proper development of the Condominium the Declarant hereby reserves for a period of three (3) years from the date of the recording of this Declaration the power to contract with persons, firms or corporations of the Association in regard to maintenance, repair, management and operation of the Association. The management costs and fees as may be contained in such management contract shall be common expenses.

2. Service of Process. The person to receive service of process in cases provided herein or in the Utah Condominium Act is:

Gary M. Nagle

The person so designated may be changed from time to time by the Association.

3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

4. Requirements of Governmental Authority.

A. Zoning. Notwithstanding the provisions of Article 8 Section 9A allowing use of model units or common facilities for initial sales, such units shall revert to use as residential units and may not be used thereafter for offices or non-residential uses as prohibitive by applicable zoning ordinances.

B. Idemnity. The association and unit owners shall be obligated to Salt Lake City in the following particulars:

i. To indemnify and save Salt Lake City harmless from all claims that may arise from damages to the condominium project or its occupants and guests from actions of those using the adjoining golf course.

ii. To erect, if necessary, and maintain suitable fences and screens to protect the condominium project and its occupants from damage from use of the adjoining golf course.

iii. To erect and maintain a suitable fence on Elizabeth Street and provide a bond therefor.

iv. To landscape all areas of the condominium project not covered by buildings, driveways and walkways.

v. To install and maintain a suitable sprinkling system in all landscaped areas.

vi. To make adequate provision for the protection of water rights; and maintain a suitable water level and movement of water in natural ponds to avoid insect breeding.

5. Captions. Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of Condominium Documents.

IN WITNESS WHEREOF, the undersigned Declarant, GRAMCO, a partnership, has executed this instrument this 10th day of July, 1980.

DECLARANT :

GRAMCO, ^{/COMPANY} a partnership

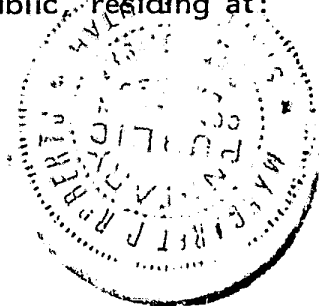
By: Douglas J. Res V. Pres of Gramco
General Partner

STATE OF UTAH)
 : SS
County of Salt Lake)

On the 11 day of July, 1980, personally ap-
peared before me Douglas J Rex Partner of GRAMCO CO., the signer
of the foregoing instrument who acknowledged to me that he executed
the same.

Margaret Roberts Salt Lake County
Notary Public, residing at:

My Commission Expires: Oct. 15, 1981



REGULATIONS OF COMMON AREAS

1. The club house and its facilities are for the use of the residents and their invited guests.
2. Guests must be accompanied by residents at all times.
3. Each owner shall be responsible for any damage caused to the club house or its contents by the said owner or any of the owner's family, tenants or guests. The owner shall pay for such damage.
4. Persons using the club house shall conduct themselves so that their actions will not be offensive to others. Residents will be responsible for the actions of their guests.
5. The head of each household will be given a key which will open the front door, and the lounge and the billiard room. This key is for the use of the adults only, and the head of the household must be responsible.
6. When using the club house, the exterior door must be locked by the user after entering, and it should remain locked during use. Upon leaving the club house, the users should make sure that all exterior doors are securely locked from the inside. When using the club house, the user should not let anyone inside unless they are family or guests of the user. The club house will be locked at 10:00 p.m. unless other arrangements are made with management.
7. The lounge is available on a reservation basis. Reservations may be made in writing in the reservation book at the club house or by calling Management. The only time that more of the building than this room may be reserved for exclusive use will be for a wedding reception for a resident or on another special occasion with written approval of the Recreation Center Advisory Board and provided two weeks notice is given. All private parties in the club house are to be terminated by midnight.
8. When part of the club is reserved for a private group function, there will be a minimum rental fee of \$10.00 and facilities returned to clean condition. The number of invited guests is to be cleared with the Management.
9. The Social or other committees may reserve the entire building for functions open to all residents. These reservations must be at least two weeks in advance.
10. The use of the pool table is limited to persons eighteen years old and over unless accompanied by their parents. The pool table may be reserved for a specific time by writing the reservation on a sheet provided in the billiard room. If the person reserving the table is more than five minutes late, the reservation is forfeited and the table may be used by anyone else.
11. Use of the pool table will be limited to one hour when others are waiting.
12. No animals will be allowed in the building.
13. No one will be allowed in the lounge area wearing only a bathing suit.
14. Persons using the club house will be required to adhere to any special instructions posted in the club house.
15. Children using the club house facilities must have adequate supervision.
16. The Management Committee has the authority to upgrade these rules by making the necessary changes and additions.

17. The intent of the body of regulations listed above is to assure the maximum use of the facilities for the benefit of the residents, and exceptions will only be made in keeping with that spirit. These rules are made for the benefit of the community as a whole, and violation of them may result in a loss of privileges or other penalties as the committee in charge of the club house operation shall determine.

SWIMMING POOL REGULATIONS AND ADMINISTRATION

1. The swimming pool and swimming pool area are for the use of the residents and their invited guests.
2. All guests 18 years of age or under must be accompanied by a resident at all times.
3. All guests over 18, when not accompanied by a resident, must present a guest card. Guest cards may be obtained from the manager by the residents.
4. Except by prior arrangement with the lifeguard, the number of guests in one group in the pool at any one time will not exceed four (4).
5. No groups of guests over four will be allowed on Saturday and Sunday.
6. Residents will sign the register for themselves and their guests when entering the pool area for swimming.
7. Residents are reminded that they are responsible for the conduct of their guests at all times.
8. Swimming pool hours will be from 9:00 a.m. to 9:00 p.m.
9. All ladies and girls must wear bathing caps while swimming in the pool.
10. The swimming pool attendant is in charge of bathing and safe conduct in the swimming pool area. Please respect his judgment and authority in enforcing safety and sanitation rules.
11. Any person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall be excluded from the pool.
12. No boisterous or rough play, except supervised water sports, is permitted in the pool, on the diving board, or in the pool area.
13. Spitting, spouting water, blowing nose in the pool, etc. are prohibited.
14. Solo swimming (swimming alone when no other person is in the immediate pool area) is prohibited.
15. Drinking alcoholic beverages in the pool area is prohibited.
16. No horseplay . . . No running . . . Please walk.
17. The use of glassware or glass bottles, etc., in the pool area is prohibited.

18. Please observe swimming hours as posted.
19. All individuals will take a shower in their home or in the facilities provided for that purpose before entering the swimming pool and will provide their own towels.
20. Attire will conform to conventional swimming suits. Full trunks or swimming suits will be worn.
21. It is requested that all individuals cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area.
22. Tobacco, beverages or food will not be taken within 8 feet of the swimming pool.
23. No children in diapers will be allowed in the pool.
24. No pets are allowed in the swimming pool of the club house area.
25. Each owner shall be responsible for any damage caused to the swimming pool or its facilities or equipment by the said owner or any of the owner's family, tenants or guests. The owner shall pay for any such damage.

COMMUNITY RULES

1. The greens and walkways in front of the units and the entranceways to the units shall not be obstructed or used for any purpose other than ingress to and egress from the units.
2. No exterior of any unit shall be decorated by any owner in any manner without prior consent of management.
3. No article shall be hung or shaken from the doors or windows or placed upon the window sills of the units.
4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas.
5. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the units in the community or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
6. Each owner shall keep such owner's unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substances.
7. No shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used in or about the buildings except such as shall have been approved by management.
8. No signs, notice or advertisement shall be inscribed or exposed on or at any window or other part of the units, except such as shall have been approved in writing by management, nor shall anything be projected out of any window of the units without a similar approval.

9. All garbage and refuse from the units shall be deposited with care in garbage containers provided by the owners and intended for such purpose only at such times and in such manner as management may direct. All disposals shall be used in accordance with instructions given to the owner by management. Wet garbage shall be deposited in the owner's disposal rather than in the garbage containers whenever possible.
10. Water-closets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus shall be paid for by the owner in whose unit it shall have been caused.
11. No owner shall send any employee of management out of the development on any private business of the owner.
12. No bird or animal shall be kept or harbored in the development unless the same in each instance be expressly permitted in writing by management. *In on event shall dogs be permitted in any of the public portions of the development unless carried or on leash. The owner shall indemnify management and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having an animal in the development. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, the owner thereof must cause the problem to be corrected or if it is not corrected, the owner, upon written notice by the management committee, will be required to dispose of the animal.*
13. No radio or television aerial shall be attached to or hung from the exterior of the units without written approval of the management.
14. The agents of management, and any contractor or workman authorized by management, may enter any unit, patio or carport/garage at any reasonable hour of the day for the purpose permitted under the terms of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, BY-LAWS, or MANAGEMENT AGREEMENT. Except in case of emergency, entry will be made by prearrangement with the owner.
15. No owner or any member of the family or guest of any owner shall be allowed upon the roof of the units, covered walkways, carports/garages or clubhouse or any of the walls or fences.
16. No vehicle belonging to an owner or to a member of the family or guest, tenant or employee or an owner shall be parked in such manner as to impede or prevent ready access to another owner's carport/garage. The owner's, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners.
17. The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any of the driveways or parking areas serving the development.
18. No house trailers, boat trailers, boats, campers, trucks or similar vehicles shall be parked in any of the guest parking areas in the common areas or in the streets of the project except in areas provided by the developer, without the written approval of the management.
19. An owner must not permit his guests, tenants or members of his family to use carports/garages owned by other owners.

20. All damage to units or common area structures caused by the moving or carrying of any article therein shall be paid for by the owner responsible for the presence of such an article.
21. Water shall not be left running any unreasonable or unnecessary length of time.
22. No owner shall use or permit to be brought into the units any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property without in each case obtaining written consent of management.
23. The owners shall not be allowed to put their names on any entry of the units, except in the proper places provided by management for such purpose.
24. No owner shall do any painting of the exterior of the units or the patios, fences, carports, garages, or storage areas.
25. The swimming pool may be used by owners or their guests. No alcoholic drinking shall be permitted in pool area. The owners and their guests must abide by the swimming pool rules as posted in the pool area. Personal copies shall be available upon request.
26. Any owner wishing to plant flowers, trees or shrubs outside of his patio areas must obtain written permission from management before doing so.
27. The owner must keep the interior of the patios, storage sheds, and carports/garages clean and free from obstructions. Nothing shall be hung in the patios above fence lines. Management assumes no liability for loss or damage to articles stored or placed in the patios, storage sheds or carports/garages.
28. Any damage to the buildings, recreational facilities or other common areas or equipment caused by children or their guests shall be repaired at the expense of the parents.
29. Parents shall be held responsible for the action of their children and their guests.
30. Children should be allowed to play in designated play areas, private patios, carpot/garage areas and service streets, etc., only. They should not be allowed to play on greens or in entranceways in front of the units.
31. Complaints regarding the management of the units and grounds or regarding actions of other owners shall be made in writing to management.
32. Any consent or approval given under these Community Rules by management shall be revocable at any time.
33. These community rules may be added to, or repealed at any time by Management Committee.

Ownership of Common Areas

	<u>Unit #</u>	<u>Sq. Foot per Unit</u>	<u>Fractional Percentage of ownership in common areas</u>
2400	1	1050	21/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2402	1	1050	21/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2404	1	850	17/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2406	1	1050	21/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2408	1	"	"
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2430	1	850	17/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2432	1	1050	21/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2434	1	850	17/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2436	1	1050	21/1770
	2	"	"
	3	"	"

	4	"	"
	5	"	"
	6	"	"
2438	1	1050	21/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2416	1	"	"
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2418	1	850	17/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2420	1	1050	21/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2422	1	1050	21/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"
2424	1	850	17/1770
	2	"	"
	3	"	"
	4	"	"
	5	"	"
	6	"	"

BOUNDARY DESCRIPTION

Beginning at a point that is $N 14^{\circ} 48' E$ 1628.586 feet from the Southeast Corner of Block 45, Ten Acre Plat "A", B.F.S. (The BA of bearing being $S 12^{\circ} 38' E$ along the Highland Drive Monument line;) Thence $N 14^{\circ} 48' E$ 467.083 feet; thence $S 89^{\circ} 45' 12'' E$ 489.672 feet to a point on the extension of the West line of Elizabeth and the West line of Elizabeth Street to a point on the extension of the South line of Warnock Avenue; thence $N 89^{\circ} 51' 42'' W$ 442.388 feet to the point of beginning, containing 4.992 acre.

APPROVAL BY CITY

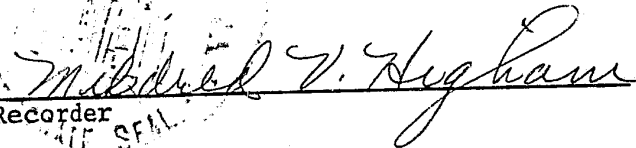
SALT LAKE CITY, a body corporate and politic, and the City in which
Wood Hollow Condominium, a Utah condominium project, is located, by
and through its duly elected Mayor, does hereby give final approval to the
said Project, to the foregoing Declaration, to the Record of Survey Map re-
corded concurrently herewith, and to the attributes of the said Project which
are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act, as
amended and expanded by the Laws of Utah, 1975, Chapter 173, Section 18.

DATED: JUL 29 1980

SALT LAKE CITY

By 
Mayor

ATTEST: 17


Recorder

APPROVED

JUL 29 1981

Mildred W. Highman
Secretary

BYLAWS OF

WOOD HOLLOW HOMEOWNERS ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is Wood Hollow Homeowners Association, hereinafter referred to as the "Association".

The principal office of the corporation is:

but meetings of the members and directors may be held at such place within the State of Utah, as may be designated by the Board of Directors.

ARTICLE II

Definitions

1. Association shall mean and refer to Wood Hollow Homeowners Association, its successors and assigns.

2. Properties shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

3. Common Area shall mean and refer to all real property owned by the Association for the use and enjoyment of the owners.

4. Unit shall mean any one of those parts of the buildings which are separately described on the Record of Survey Map.

5. Owner shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

6. Declarant shall mean and refer to Marilyn Nagle, her successor and assign of such successor and assign should acquire more than one unit from the Declarant for the purpose of development.

7. Declaration shall mean and refer to the Declaration of

of Covenants, conditions and Restrictions applicable to the properties recorded in the office of the Salt Lake County Recorder.

8. Members shall mean and refer to those persons entitled to membership as provided in the declaration.

ARTICLE III

Meeting of Members

1. Annual Meeting. The first annual meeting of the members shall be held within one year following a term of two years; the exact date to be fixed by resolution of the Board of Directors. Each subsequent regular annual meeting of the members shall be held on the same date of the same month of each year thereafter at the hour of seven o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same time on the first day following which is not a legal holiday.

2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of twenty five percent (25%) of the members entitled to vote.

3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of the members entitled to vote, or of proxies entitled to cast, one fourth ($\frac{1}{4}$) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

ARTICLE IV

Board of Directors, Selection, Term of Office

1. Number. The affairs of the Association shall be managed by

a board of three directors who shall not be members of the Association.

2. Term of Office. At the first annual meeting the members shall elect three directors who shall serve for the ensuing year, and thereafter until his successor has been elected and qualified.

3. Compensation. No director shall receive compensation for any service he may render to the Association. However, any directors may be reimbursed for his actual expenses incurred in the performance of his duties.

4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

Meeting of Directors

1. Regular meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the day following which is not a legal holiday.

2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days notice to each director.

3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act by the board.

ARTICLE VI

Powers and Duties of the Board of Directors

1. Powers. The Board of Directors shall have power to:

a. Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b. Suspend the voting rights and right to use the recreation facilities by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice

and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c. Exercise for the Association, all powers, duties and authorities vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors; and

e. Employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties. A director may serve as manager or a corporation in which a director is an interested party may also serve as a manager. The manager shall be entitled to receive reasonable compensation for services performed for the Association.

2. Duties. It shall be the duty of the Board of Directors to:

a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members entitled to vote;

b. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

i. fix the amount of the annual assessment against each unit at least thirty days in advance of each annual assessment period;

ii. send written notice of each assessment to every owner subject thereto at least thirty days in advance of each annual assessment period; and

iii. foreclose the lien against any property for which assessments are not paid within thirty days after due date or to bring an action at law against the owner personally obligated to pay the same.

d. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate

states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. Procure and maintain adequate liability and hazard insurance on property owned by the Association; and provide blanket liability and hazard insurance on all the properties and improvements thereon, if commercially available. If such insurance on the units is not available to the Association or the cost greater than individual policies collectively, then the individual owner shall obtain such insurance and furnish the Association evidence thereof;

f. Cause the common area to be maintained;

g. Cause the exterior of the buildings to be maintained, as provided in the Declaration.

3. Indemnity. Each director shall be indemnified and held harmless by the members against all costs, expenses and liabilities whatsoever, including without limitation, attorney's fees reasonable incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a director of the association.

ARTICLE VII

Officers and Their Duties

1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

2. Appointment of Officers. The appointment of officers shall take place following each annual meeting of the members.

3. Term. The officers of this association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for

the remainder of the term of the officer he replaces.

7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. A person may hold the offices of director, officer, and manager simultaneously.

8. Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.

Vice President

The Vice President shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of the meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it in all papers requiring said seal; serve notice upon the board and the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy to each of the members.

ARTICLE VIII

Committees

At the discretion of the Board of Directors, Committees may be appointed to carry out the directives of the Board and to assist the Board in its corporate purposes.

ARTICLE IX

Books and Records

The books, records and papers of the association shall at all times, during business hours, be subject to inspection by any member. The Declaration, the ARTicles of Incorporation and the Bylaws of the Association shall also be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fourteen days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his unit.

ARTICLE XI

Contractural Limitations

It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any member arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board, shall be limited to such proportion of the total liability thereunder as his interest in the common areas bears to the interest of all of the members in the common areas. Every agreement made by the board of directors or the manager as the case may be, are acting only as agents for the Association and shall have no personal liability except as unit owners and that each owner's liability thereunder shall be limited to such proportion of the total liability thereunder as interest in the common area, thereas to the interest of all owners in the common area.

ARTICLE XII

Amendments

I. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members

present in person or by proxy, provide, however, prior to the meeting a written notice shall be given to each member concerning proposed amendments to be considered at such meeting.

2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these bylaws, the Declaration shall control.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Wood Hollow Homeowners Association, a non-profit corporation; and

That the foregoing bylaws constitute the original bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 28 day of July, 1980.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 14 day of July, 1980.

Douglas J. Rys