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DOUG LUCIFTS
WEBER COUNTY RECORDER
DEPUTY *Melinda Riechert*

946360

DECLARATION OF CONDOMINIUM

AUG 30 4 14 PM '85

OF

SECRET COVE CONDOMINIUM

FILED AND RECORDED FOR
Warren Christensen
Contractors Inc.

PLATTED
ENTERED ... VERIFIED
 MICROFILMED

This Declaration is made and executed this 31 day of July, 1985, by WARREN CHRISTENSEN CONTRACTORS, INC, hereinafter referred to as "Declarants", pursuant to the provisions of the Utah Condominium Act.

R E C I T A L S

1. Declarant is the owner of that certain tract of land more particularly described in Article II hereof.

2. Declarant has constructed, or is in the process of constructing, upon said land, a Condominium project, including certain units or other improvements. All of such construction has been, or is to be, performed in accordance with the plans and drawings contained in the record of survey map filed for record simultaneously herewith, consisting of 12 sheets.

3. Declarant desires, by filing this Declaration and the record of survey map, to submit said land and all improvements now or hereafter constructed thereon to the provisions of the Utah Condominium Ownership Act as a Condominium project to be known as "SECRET COVE CONDOMINIUMS".

4. Declarant intends to sell to various purchasers the fee title to the individual units contained in the project together with the undivided ownership interest in the Common Areas and facilities appurtenant to such Units, subject to the covenants, conditions, restrictions, limitations and easements herein set forth.

5. Declarant does hereby specifically provide that the provisions of the Condominium ownership act (Title 57, Chapter 8, Utah Code Annotated) shall apply to the property described herein and any units or other improvements constructed or placed thereon.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares and certifies as follow:

I. Definitions. When used in this Declaration (including that portion hereof captioned "recitals" and in the By-Laws attached hereto as Exhibit "B") the terms used shall have the meaning stated in the Utah Condominium Act and as follows unless the context otherwise requires.

1. Act shall mean and refer to the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated (1953) as the same may be amended from time to time.

2. Declaration shall mean and refer to this Declaration.

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3. Map shall mean and refer to the record of survey map filed herewith captioned "Secret Cove Condominiums".

4. Common Areas or the Common Areas and Facilities shall mean and refer to and include:

(a) the land on which the buildings and other improvements are constructed and submitted by this Declaration to the terms of the Act.

(b) Those common areas and facilities specifically set forth and designated as such in the Map.

(c) That part of the Condominium project not specifically included in the respective units as hereinafter defined.

(d) All limited common areas and facilities.

(e) All foundations, columns, girders, beams, supports, main walls, retaining walls, roofs, stairs, stairways, entrances and exits of the buildings, exterior walkways, streets, yards, gardens, fences, swimming pools, social center, open parking spaces, installation of central services such as power, light, gas all apparatus and installations existing for common use, such recreational and community facilities as may be provided for.

(f) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

(g) All common areas and facilities as defined in the Act, whether or not expressly listed herein

5. Unit or Condominium Unit means and refers to one of the home units, including garage and basement, intended for independent use as defined in the Act and as shown on the map. The Boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceiling, windows and window frames, doors and door frames, and trim, and includes both the portions of the building so described and the air space so encompassed, together with all fixtures and appliances therein contained.

6. Management committee or the Committee shall mean and refer to the Management committee of the Secret Cove Condominium.

7. Common Expenses shall mean 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, regulations and other determinations and agreements pertaining to the Condominium project as the Management Committee, the Unit Owners, as hereinafter mentioned, may from time to time adopt.

8. Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

9. Mortgagee shall mean any person named as a Mortgagee or beneficiary under or holder of a deed of trust.

10. Limited Common Areas and Facilities or Limited Common Areas shall mean those Common Areas designated in the Declaration as reserved for use of certain Unit or Units to the exclusion of other Units.

11. Unit Number shall mean and refer to the number letter, or combination thereof which designates a Unit in the attached Exhibit "A" and in the Map.

12. Unit Owner or Owner shall mean and refer to the Owner of the fee in a Unit and the percentage of undivided interest in the Common areas which is appurtenant thereto. The declarant shall be deemed to be the Owner of all unconstructed or unsold units. In the event a Unit is the subject of an executory contract of sale, the contract buyer shall, unless the seller and the Buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for the purposes of voting.

II. Submission to the Act. Declarant hereby submits to the provisions of the Act as the Tract associated with the project of the following described real property situated in the County of Weber, State of Utah, to wit:

A part of the Northeast Quarter of Section 9, T5N, R1W, SLB & M, U. S. Survey: Beginning at a point located S 00°48'04" W. 2311.76 feet along the section line and S. 86°12'00" W. 670.06 feet from the Northeast corner of Section 9, T5N, R1W, SLB & M; running thence S. 86°12'00" W. 183.85 feet; thence N. 34°45'00" W. 35.00 feet; thence North 03°39'00" W. 431.00 feet to the Southwest corner of Country Hills Square Condominium Project, Phase No. 1; thence North 89°58'30" E. 231.66 feet along the South Boundary of said Phase I and its projection to an existing fence line; thence S. 00°06'20" W. 446.80 feet along said fence line to the point of beginning. Contains 2.25 acres

Together with a right of way for ingress and egress and utility easements to install, repair, replace, and maintain any and all utilities over the following described property, to wit:

A part of the Northeast Quarter of Section 9 T5N, R1W, SLB & M, U. S. Survey: Beginning at a point 2312.64 feet South along the section line and South 86°12' West 839.52 feet and North 34°45' West 35 feet and North 3°39' West 431 feet to the Southwest corner of Country Hills Square Condominium Phase No. 1, from the Northeast corner of said Northeast Quarter, and running thence North 3°39' West 60 feet; thence North 5°15' East 179.68 feet to the Northwest corner of the before-mentioned Country Hills Square Condominium Phase No. 1; thence North 5°15' East 358.21 feet to the South line of Country Hills Drive; thence Southeasterly along the arc of a 756.78 foot radius curve to the left 29.54 feet along the South line of Country Hills Drive; thence South 5°15' West 338.78 feet to a point 24.10 feet east of the Northwest corner of Country Hills Square Condominium; thence South 5°15' West 179.68 feet; thence South 3°39' east 60 feet, more or less, to a point North 89°58'30" East 24 feet, more or less from the point of beginning; thence South 89°58'30" West 24 feet, more or less to the point of beginning.

Reserving to Warren Christensen Contractors, Inc., the declarants their successors and/or assigns any and all water or water rights, ditch rights or other claims for any water which may be appurtenant to or conveyed to the said Warren Christensen Contractors, Inc. by way of Deed of Grant.

Further reserving to the said Warren Christensen Contractors, Inc. the Declarants herein, a perpetual non-exclusive easement over and upon and across the accessible common areas of this Condominium project for the purpose of diverting, utilizing or otherwise managing any water or water rights reserved by the said Warren Christensen Contractors, Inc. their assigns, and/or successors. The Declarants further reserve to themselves the right to sell, transfer, convey or otherwise deal with any and all water or water rights, ditches, streams, pipes or other waterways as they best determine, and perpetual easement is maintained in the common areas for such waterways. Provided, however, said water ways shall not adversely affect any unit or the use thereof, and any and all development and/or use of waterways shall be consistent with, and in harmony with the total development of the Secret Cove Condominiums.

III. Covenants, Conditions and Restrictions: The foregoing submission is made upon and under the following covenants, conditions and restrictions:

1. Description and Legal Status Of Units. The map shows the unit number of each unit, its location, dimensions from which its area may be determined, the limited common areas which are reserved for its use, and the common Areas of the project.

2. Exhibit "A" Contents. Exhibit "A" attached to this Declaration and made a part hereof furnishes the following information with respect to each Unit; (a) The building area within each unit; (b) The Unit Number.

3. Common and Limited Common Areas. The Common Areas contained in the project are described and identified in Article I hereof and in the Map. Neither the percentage of undivided interest in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it

appertains; and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

4. Holding Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including but without limitation, joint tenancy or tenancy in common.

5. No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium Ownership described herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Areas appurtenant to such Unit, shall always be conveyed, devised, encumbered, and otherwise transferred together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, or other

disposition of a Unit or any part thereof shall constitute a gift, devise, bequest, transfer, encumbrance or conveyance, respectively of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

6. No partition. The Common Areas shall be owned in common by all The Owners of Units, and no Unit Owner may bring action for partition thereof.

7. Use of Common Areas and Limited Common Areas. subject to the limitations contained in the Declaration, any Unit owner shall have the non-exclusive right to use and enjoy the common areas and shall have the exclusive right to use and enjoy the Limited Common areas designated herein (and on the map) for exclusive use by such Unit Owner.

8. Unit Maintenance. Each owner shall have the exclusive right at his sole costs and expenses to maintain, repair, paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows, and doors forming the boundaries of his unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dish washer, disposal equipment, range, or other appliances or fixtures that may be in, or connected with his unit. Exterior portions of the structure shall be ascertained as common area.

9. Maintenance of Limited Common Areas. Each owner shall keep the Limited Common Areas designed for use in connection with his unit in a clean, sanitary and attractive condition at all times.

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

11. Access for Repair of Common Areas. Some of the Common Areas may be conveniently accessible only through the Units. The Owners of the other units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Association shall also have such rights independent of the agency relationship. Damage to the interior of any part of

a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Association or of the Unit Owners, shall be the expense of the association or other unit owner provided, that if such damage is the result of negligence of the Owner of a Unit, then such owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by owners pursuant hereto shall be collected by the Association by assessment pursuant to the Declaration of Covenants, conditions and restrictions concerning the Secret Cove Condominium.

12. Right of Ingress, Egress, Lateral Support. Each owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to the limited Common Areas designated for use in connection with his Unit, and each owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

13. Easement to Management Committee. The Management bodies shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this and Secret Cove Condominium Declaration.

14. Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the real property above described for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.

IV. Status and General Authority of Committee.

(a) Except as hereinafter provided, the Condominium project shall be managed, operated, and maintained by the Management Committee as agent for the Unit Owners. The Committee shall, in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Committee's name. The Management Committee shall have, and is hereby granted, the following authority and powers:

(1) The authority without the vote or consent of the Unit Owners or of any other person(s) to grant or create on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas.

(2) The authority to execute and record, on behalf of all of the Unit Owners, any amendments to the Declaration or the Map which has been approved by the vote or consent necessary to authorize such amendment.

(3) The power to sue and be sued.

(4) The authority to enter into contracts relating to the common areas and other matters over which it has jurisdiction, so long as any vote or consent of the Unit owners

necessitated by the subject matter of the agreement has been obtained.

(5) The power and authority to convey and transfer any interest in real property, so long as the vote or consent necessary under the circumstances have been obtained.

(6) The power and authority to purchase, or otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(7) The power and authority to add any interest in real property obtained pursuant to subparagraph 6 above to the project, so long as such action has been authorized by the necessary vote or consent.

(8) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the project is maintained and used in a manner consistent with the interests of the unit owners.

(9) The power and authority to perform any other acts and to enter into any other transactions, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

(b) The Management Committee shall be composed of five (5) members. At the first regular Unit Owners' meeting, two (2) Committee members shall be elected for a one year term, two (2) members for two year term, and one member for a three year term. Members shall serve on the committee until their successors are elected. Only unit owners or spouses of unit owners shall be eligible for committee membership. At the annual meeting each unit owner may vote his ownership interest in favor of as many candidates for committee membership as there are seats on the committee to be filled; provided, however, that until title to all of the units shall have been conveyed by the Declarant to the purchasers thereof, the Declarant alone, at its option, shall select the Management Committee or act as the Management Committee. In the event a Committee seat which was filled by Declarant becomes vacant, declarant shall have the right to select a replacement member to sit on the committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining committee members shall elect a replacement to sit on the committee until the expiration of the term for which the member being replaced was elected.

(c) The Management Committee shall have all rights granted to it by the statutes of the State of Utah. It shall have the further right to enter into any and all agreements as may be necessary to coordinate this condominium project with the Secret Cove single Unit Condominium, including easement agreements and division of expense agreements of jointly used property.

(d) The Management Committee may carry out any of its functions which are capable of delegation through a manager.

The Manager so engaged shall be responsible for managing the Common areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to

perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

(e) The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its functions in the project, whether such personnel are furnished or employed directly by the Management Committee or by any person or entity with whom it contracts. The Management Committee may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the project or the enforcement of this Declaration.

(f) The Management Committee may acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the owners in the same proportion as their respective interests in the common areas. Such interest shall not be transferrable except with the transfer of a Unit. A Transfer of a Unit shall transfer to the transferee ownership of the Transferor's beneficial interest in such property without any reference thereto, and such beneficial interest may in no event be reserved by the transferor of a Unit. Each owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners. The Transfer of title to a Unit by foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed unit.

(g) The Management Committee may make reasonable rules and regulations governing the use of the common areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration and in the declaration of the Secret Cove Single Unit Condominiums. The Management Committee may suspend any owner's voting rights at the meeting of the Unit Owners during any period or periods during which such owner fails to comply with such rules and regulations, or with any other obligations of such owners and under this Declaration. The Management Committee may also take judicial action against any owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

(h) There shall be no structural alterations, capital additions to, or capital improvements of, the common Areas requiring expenditure in excess of \$3,000.00 without the prior approval of Unit owners holding a majority of the voting power.

V. Use Restrictions. All units in the tract and in such property as may be annexed thereto shall be known and described as single family residential units and shall be used for no purpose other than single family residential purposes.

(a) There shall be no obstructions of the common areas by the owners, their tenants, guests or invitees without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the common areas as may be reasonably necessary for protecting the interests of all the owners or protecting the units or the

common areas. Nothing shall be kept or stored on any part of the common areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the common areas except upon the prior written consent of the Management Committee.

(b) Nothing shall be done or kept in any unit or in the common areas or any part thereof which would result in the cancellation of the insurance on the project or any part thereof or increase of the rate of the insurance on the project or any part thereof over what the Management Committee, but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any unit or in the common areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any government body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any owner or any invitee or any owner, and each owner shall indemnify and hold the Management Committee and the other owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the common areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other owner or to any person at any time lawfully residing in the Project.

(c) No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

(d) No noxious or offensive trade or activity shall be carried on in any unit or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance.

(e) No structure of a temporary character, trailer basement, tent, shack, garage, barn, or other out building shall be used in connection with any unit at anytime as a residence, either temporarily or permanently. No trailer, camper, boat, truck large than 3/4 ton, or similar equipment shall be permitted to remain upon any property within the project.

(f) No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept in or around any unit or the common area, except usual and ordinary dogs, cats, birds and other household pets may be kept in or around any units subject to the rules and regulations adopted by the Association, provided, that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration,

"unreasonable quantities" shall ordinarily mean more than two(2) pets per household, provided, however, that the Association (or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Management Committee, a nuisance to any other owner. Animals belonging to owners, occupants or their licensees, tenants or invitees within the properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Committee. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by Declarant (for so long as it owns any interest in the properties) or a person designated by Declarant to do so, or the Management Committee, to pound under the jurisdiction of the local municipality in which the properties are situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any owner shall be absolutely liable to each and all remaining owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the properties by an owner or by members of his family, his tenants, or his guests; and it shall be the absolute duty and responsibility of each such owner to clean up after such animals which have used any portion of the common area.

(g) No rubbish, trash or garbage or other waste material shall be kept or permitted upon or around any unit or common area, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and fire pits in the patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired in such a way in the properties as to be visible to other property, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the properties except within an enclosed structure or appropriately screened from view.

(h) No fence, hedge, wall or other dividing instrumentality shall be constructed, planted or maintained except those that are approved by the Architectural control committee. The Committee may allow such as are compatible with its architectural plans, and total development of the project.

(i) No television, radio, or other electronic antenna, T.V. Dish, or device of any type shall be erected, constructed, placed or permitted to remain on any of the units or structures in said tract unless and until the same have been approved in writing by the Architectural Committee of the Association.

VI Assessments.

(a) Each owner of a unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the Deed or contract, shall be deemed to covenant and agree with each other and with the Management Bodies or either of them for the purpose provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration, such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.

(b) The total annual assessments against all units shall be based upon advance estimates of cash requirements by the management bodies to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the common areas or furnishing utility services to the units, which estimates may include among other things, expenses or management; taxes and special assessments levied by governmental authorities until the units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting; water charges; repairs and maintenance of the common areas; wages for employees of the management committee; legal and accounting fees; and any deficit remaining from a previous period; the creation of a reasonable contingency reserve; surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Management Bodies for the benefit of the owners under or by reason of this Declaration.

(c) Expenses attributable to the Common areas and to the project as a whole shall be apportioned among all units, provided, however, that until a Unit has been both fully improved with all utilities installed and occupied for the first time as a residence, the monthly assessment applicable to such unit shall be ten percent (10%) of the monthly assessment fixed for other units.

(d) Annual assessments shall be made on a calendar year basis. The Committee shall give written notice to each owner as to the amount of the annual assessment with respect to his unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of commencement of the assessment. Each annual assessment shall be due and payable in monthly installments. Each monthly assessment shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the date it becomes due and payable if not paid within thirty days after such date. Such monthly assessment becomes payable upon the date the unit owner purchases his unit whether by conveyance of title or entering into a contract of sale and purchase. In the event the payment is not paid when due, the committee may assess a late fee in a sum determined by the committee, not to exceed ten (\$10.00) Dollars. which may be in addition to the interest contained herein.

(e) In addition to the annual assessments as authorized hereunder, the Committee, may levy in any assessment year, special assessments, payable over such a period as the assessing body may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the common areas. Any other part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed

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as an independent source of authority for the Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized. Any amounts assessed pursuant hereto shall be assessed to owners in proportion to their respective interest in the condominium. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the date it becomes due and payable if not paid within thirty days after such date.

(f) All sums assessed to any unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the body making the assessment. Such lien shall be superior to all other liens and encumbrances on such unit, except only for: (a) valid tax and special assessment liens on the unit in favor of any governmental assessing authority; and (b) encumbrances on the interest of the unit owner recorded prior to the date notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any unit after this declaration shall have been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this section, the body making the assessment may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the owner of the unit and a description of the unit. Such a notice shall be signed by such body and may be recorded in the office of the county recorder of Weber County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the body making the assessment in the same manner in which mortgages or trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the owner shall also be required to pay to such body any assessments against the unit which shall become due during the period of foreclosure. Such body shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

A release of notice of lien shall be executed by the assessing body and recorded in the office of the County recorder of Weber County, Utah, upon payment of all sums and secured by a lien which has been made the subject of a recorded notice of lien.

(g) The amount of any annual or special assessment against any unit shall be the personal obligation of the owner thereof to the management bodies. Suit to recover a money judgment for such personal obligation shall be maintainable by the management Committee without foreclosing or waiving the lien

securing the same. No owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the common areas or by abandonment of his unit.

(h) Upon payment of a reasonable fee not to exceed Ten (\$10.00) Dollars and upon written request of any owner or mortgagee, prospective mortgagee or prospective purchaser of a unit, the management body concerned shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; credit for advance payments or prepaid items, including, but not limited to, an owners share of prepaid insurance premiums, and such statement shall be conclusive upon such management body in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the lien of a mortgagee which became due prior to the date of making such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Unit.

(i) Subject to the provision of subparagraph (h), a purchaser of a unit shall be jointly and severally liable with the seller for all unpaid assessments against the unit up to the time of the grant or conveyance, without prejudice to the purchasers right to recover from the seller the amount paid by the purchaser for such assessments.

VII Service of Process

Warren Christensen whose address is 741 W. 3500 N., Ogden, Utah, is the person to receive service of process in cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Weber County, State of Utah.

VIII Architectural Control

1. Architectural Approval. No building, fence, wall or other structure shall be commenced or erected or placed upon the unit, nor shall any exterior addition to or change or alteration therein, including antennas, be made until the plans and specifications showing the nature, kind, shape, size, height,

2. Landscaping Control. Each member shall maintain his unit in an attractive and safe manner so as not to detract from the community.

3. Appointment of Architectural Committee. The Declarant shall appoint the Architectural Committee, consisting of not less than three (3) members. In the event of the death or resignation of any member of the Committee, the management committee, with the approval of the Declarant, shall appoint such member's successor.

4. General Provision. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall be in force for a period of twenty-five (25) years from the date of the recording of this Declaration. Such powers and duties shall continue following the twenty-five year period until a written instrument has been executed and duly recorded by the then record owners of a majority of the units appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said Representatives may be the members of the Management Committee.

IX INSURANCE.

The Management Committee shall secure and at all times maintain the following insurance coverages:

(a) A policy or policies insuring the committee, the Manager, and the Unit owners against any liability incident to the ownership, use, or operation of the project or of any unit which may arise among themselves, to the public, and to any invitees or tenants of the project or of the Unit owners. Limits or liability under such insurance shall be not less than \$300,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

(b) The Management Committee may, if the unit owners so desire, purchase a policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of any or all unit or units to be covered by the policy or policies. Such policy or policies shall be made payable to all persons, companies or entity holding an interest in any unit, as their interest may appear. The management Committee may be named as a payee only if required by the agency issuing the policy or policies.

The following additional provisions shall apply with respect to insurance:

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

(b) The Committee shall have the authority to adjust losses.

(c) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit owners or their mortgagees.

materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

(d) Each policy of insurance obtained by the Committee shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the committee, the manager, the unit owners, and their respective servants, agents, and guests; that it cannot be cancelled, suspended or invalidated due to the conduct of any member, officer, or employee of the committee or of the manager without a prior written demand that the defect be cured; that any 'no other insurance' clause therein shall not apply with respect to insurance held individually by the unit owners.

(e) Any unit owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee.

X DAMAGE TO PROJECT.

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% 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% 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% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75% 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 a vote of at least 75% elect to repair or reconstruct the affected improvements, the management committee shall promptly record with the Weber County Recorder, a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the project or any of the units.

Any reconstruction or repair which is required to be carried out by this section shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this section regarding the extent of damage to or destruction of project improvements shall be made

by three MAI appraisers selected by the management committee. The decision of any two such appraisers shall be conclusive.

XI. MORTGAGE PROTECTION CLAUSE

1. Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA) and the Federal National Mortgage Association (FNMA) to participate in the financing of the sale of units or lots within the properties, the following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The term Mortgage shall also mean Trust Deed and Mortgagee shall include the term beneficiary.

(b) Each first Mortgagee of a Mortgage encumbering any unit, at his written request, is entitled to written notification from the Management Committee of any default by the Mortgagor of such unit or lot in the performance of such Mortgagor's obligations under this Declaration, or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

(c) Each owner, including first Mortgagee of a Mortgage encumbering any unit which obtains title to such unit pursuant to the remedies provided in such Mortgage, or by foreclosure, of such Mortgage, or by deed (or assignment in lieu of foreclosure shall be exempt from any "right of first refusal".

(d) Each first mortgagee or a Mortgage encumbering any unit which obtains title to such unit or lot pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, shall take title to such unit free and clear of any claims of unpaid assessments or charges against such unit which accrued prior to the acquisition of title to such unit by the Mortgagee.

(e) Unless at least seventy-five (75%) percent of first Mortgagees (based upon one vote for each Mortgage owned), and owners (other than the Developer) have given their prior written approval, neither the Association nor the Owners shall:

(1) By act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the common area and the Improvements thereon, directly or indirectly.

(The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of the clause.)

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a unit owner;

(3) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the dwelling units, the exterior maintenance and the dwelling units, the maintenance of common property party walks, party walls, or common fences

and driveways, or the upkeep of lawns and plantings in the properties;

(4) Fail to maintain fire and extended coverage or insurable common area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement costs);

(5) Use hazard insurance proceeds for losses to any common area property for other than the repair, replacement or reconstruction of such improvements; or

(e) First Mortgagees shall have the right to examine the books and records of the Corporation during normal business hours.

(f) All first mortgagees shall be given (1) thirty (30) days written notice prior to the effective date of any proposed material amendment to this Declaration or By-Laws of the Association and prior to the effective date of any termination of an agreement for professional management of the properties following a decision of the owners to assume self-management of the properties; and (2) immediate notice following any damage to the common area whenever the cost of reconstruction exceeds \$10,000.00 and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the properties;

(g) First Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against the Common area property and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(h) First Mortgagees, pursuant to their mortgages shall have priority over Unit owners in case of a distribution of insurance proceeds or condemnation awards for losses to or taking of common area property.

In addition to the foregoing, the Management Committee may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, FHA, FHLMC, FNMA or the GNMA or any similar entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of first mortgages encumbering units with Dwelling structures thereon. Each owner thereby agrees that it will benefit the Association as a class of potential Mortgage borrowers and potential sellers, of their dwelling units if such agencies approve the properties as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.

Neither this Declaration nor By-Laws of the Association will be amended in such a manner that the rights of any first mortgagee will be adversely affected.

XII GENERAL PROVISIONS.

1. Enforcement. The Association or any owner or the successor in interest of an owner shall have the right to enforce

by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the association shall have the exclusive right to the enforcement thereof. Failure by the association or by any owner to enforce any covenants, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

3. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all cost, expenses, and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceedings to which he may become involved by reason of his being or having been a member of said Committee.

4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas and streets. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions or interpretation or construction.

5. Amendments. This Declaration of Covenants, Conditions and restrictions may be amended only the affirmative assent or vote of not less than seventy-five (75%) percent of the owners, and further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five (75%) percent of the owners; provided, however, no amendment shall be made which would affect any lien holders interest without the consent of said lien holder. Any amendment or modification must be properly recorded.

6. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

7. Singular includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public, or private, shall be applicable against every such

result; and may be exercised by the Association or any other land owner in the tracts. Such remedy shall be deemed cumulative and not exclusive.

9. Utah Code. This Condominium project shall have all the rights, privileges and duties as provided by law and more specifically those rights as set forth by Title 57, Chapter 8, Utah Code Annotated.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first above written.

WARREN CHRISTENSEN CONTRACTORS, INC.

By *Warren Christensen*
President

ATTEST:

Michael B. Christensen
SECRETARY

STATE OF UTAH)
)
COUNTY OF WEBER)

Personally appeared before me *Warren Christensen* on the 31 day of *July*, 1985, who being duly sworn, did say that he is the President of Warren Christensen Contractors, Inc., a Utah Corporation, and that the above instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said *Warren Christensen* acknowledged to me that said corporation executed the same.

Warren Christensen
NOTARY PUBLIC residing at
Ogden, Weber County Utah



My Commission Expires: 5-19-87

BOOK 1474 PAGE 1568

EXHIBIT "A"

BY-LAWS

OF

SECRET COVE CONDOMINIUM

I. IDENTITY:

1. These are the By-Laws of the Secret Cove Condominium project.

II. APPLICATION:

1. All Unit Owners, tenants, or any other person who might use the facilities of this Condominium Project in any manner are subject to the provisions set forth in these By-Laws. The mere acquisition or rental of any of the Units or the mere act of occupancy or use of any of said Units will signify that these By-Laws are accepted, ratified, and will be observed by such persons.

III. MEETING OF UNIT OWNERS:

1. Place of Meetings. Meetings of the Unit Owners shall be held at such place within the State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.

2. Annual Meeting of Unit Owners. The first regular meeting of the Unit Owners shall be held on the 10th day of June, 1985, at such place as the Management Committee shall specify. Thereafter, the annual meeting shall be held on such day of each succeeding year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and provided further, that the Management Committee may by resolution fix the date of the annual meeting on such other date and at such place as it may deem appropriate or desirable.

3. Special Meetings of Unit Owners. Special meetings of the Unit Owners may be called at any time by written notice served by the Management Committee, or by Unit Owners having 30 percent of the total votes, delivered not less than seven (7) days prior to the date fixed for such meeting. Such meeting shall be held on the project or at such other place as the Management Committee may specify and the notice thereof shall state the place, date, time and matters to be considered.

4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Unit Owner at the address given by such person to the Management Committee for the purpose of service of such notice or to the Unit of such person if no address has been given. Such address may be changed by Unit Owners from time to time by notice in writing to the Management Committee.

5. Quorum. At any meeting of the Unit Owners, the Owners of more than forty (40) percent in the aggregate interest of the undivided ownership of Common Areas shall constitute a quorum for any and all purposes, except where by express provisions a greater vote is required, in which event a

quorum shall be the number required for such vote. In the absence of a quorum, the Chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

6. Voting. When a quorum, as provided in the Act is present at any meeting, the vote of the Unit Owners representing more than fifty (50) percent of the undivided ownership of Common Areas, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provisions of the statutes, the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the Secretary at least five days prior thereto. Proxies for special Unit Owners' meetings must be of record with the Secretary at least two days prior to such meeting.

7. Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these By-Laws, or by statutes or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

IV. MANAGEMENT COMMITTEE.

1. Purpose and Powers. The business, property and affairs of the Condominium Project shall be managed and governed by the Management Committee pursuant to Section IV of the Declaration. The Management Committee, as it deems advisable, may enter into such management agreement or agreements with a third person, firm, or corporation to act as the Manager of the Project.

2. Regular Meetings. A regular annual meeting of the Management Committee shall be held immediately after the adjournment of each annual Unit Owner's meeting. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as the Chairman of the Management Committee may from time to time designate.

3. Special Meetings. Special Meetings of the Management Committee shall be held whenever called by the Chairman, the vice Chairman, or by any two or more members thereof. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place.

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

5. Compensation. Members of the Management Committee, as such, shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed to preclude any member thereof from serving the Project in any other capacity and receiving compensation therefor.

6. Waiver of Notice. Before or at any meeting of the Management Committee, any member thereof, may, in writing,

waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting thereof shall be waiver of notice by him of the time and place thereof.

7. Adjournment. The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

8. Fidelity Bonds. The Management Committee may, in its discretion, require that all officers and employees of the Management Committee handling or responsible for funds shall require adequate fidelity bonds. The premium on such fidelity bonds shall be paid by the Management Committee.

V. OFFICERS.

1. Designation and Election. The principal officers of the Management Committee shall be a chairman, a Vice Chairman, a Secretary and a Treasurer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as it in its judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

2. Other Officers. The Management Committee may appoint such other officers, in addition to the officers hereinabove expressly named, as it shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Management Committee.

4. Chairman. The Chairman shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Condominium Project all instruments and contracts of material importance to its business, shall do and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Unit Owners and of the Management Committee. He shall have all of the general powers or duties which are normally vested in the office of the president of the Corporation, including but not limited to the power to appoint committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Condominium Project.

5. Vice Chairman. The Vice Chairman shall take the place of the chairman and perform his duties whenever the Chairman shall be absent, or unable to act. If neither the Chairman nor the Vice Chairman is unable to act, the Management Committee shall appoint some other member thereof to do so on an interim basis. The Vice Chairman shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

6. Secretary. The Secretary shall keep the minutes of all meetings of the Management Committee and of the Unit Owners; he shall have charge of the books and papers as the

Management Committee may direct; and he shall in general, perform all the duties ordinarily incident to the office of the Secretary.

7. Treasurer. The Treasurer shall have the responsibility for the funds of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts and of all disbursements in books belonging to the Management Committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Management Committee in such depositories as may be from time to time designated by the Management Committee.

8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Management Committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

VI. ACCOUNTING.

1. Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.

2. Report. At the close of each accounting year, the books and records of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners; provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if at least 75 percent of the owners of undivided interest in the Common Areas determine so to do.

3. Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the Management Committee or the Manager for inspection at reasonable times by any Unit Owner.

VII. BUILDING RULES.

1. The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium Project, and it may from time to time by resolution, alter, amend, and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their Lessees and the persons over whom they have or may exercise control or supervision, it being declared that such rules and regulations shall be binding upon all Unit Owners of the Project. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof, together with those rules and regulations set forth in the Declaration.

VIII. AMENDMENT OF BY LAWS.

1. These By-Laws may be amended at any duly constituted meeting of the Unit Owners called for that purpose of the affirmative vote of at least two-thirds of the ownership in the Common Areas.

IX. COMPLIANCE.

1. These By-laws are set forth to comply with the requirements of the Utah Condominium Ownership Act. In case any of these by-laws conflict with the provisions of that act, it is hereby agreed and accepted that the provisions of the act will apply.