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RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
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RECORDED FOR CITYSIDE PROPERTIESLC

**AMENDED DECLARATION  
OF  
CITYSIDE OFFICE PARK CONDOMINIUMS, PLAT A  
(formerly known as the Cityside Development Condominiums, Plat A)**

This Amended Declaration executed this 20<sup>th</sup> day of Nov, 2008, by Cityside Properties, L.C., a Utah Limited Liability Company, hereinafter referred to as the "Declarant", and is made pursuant to the Utah Condominium Ownership Act.

WHEREAS, the Declarant was the developer of a condominium project known as Cityside Development Condominiums and in conjunction with such condominium project on June 6, 2000 recorded a Declaration of Cityside Development Condominiums which was recorded as Entry No. 44585:2000 in the official records of the Utah County Recorder (hereafter the "Original Declaration"); and

WHEREAS, Declarant filed for record the Plat for Cityside Development Condominiums which was recorded with Utah County Recorder as Entry No. 44584:2000, Map No. 8588, in the official records of the Utah County Recorder (hereafter the "Original Plat"); and

WHEREAS, Declarant desires to amend the Original Plat (which requires the vacation thereof) and to amend and restate the Original Declaration in its entirety in this amended declaration which shall hereafter be referred to as the "Declaration"); and

WHEREAS, the following described real property in Utah County, Utah was part of the Cityside Development Condominiums and was described in the Original Plat and the Original Declaration and is to be subject to this Declaration:

Plat "A" Cityside Office Park Condominiums Plat A (formerly known as "Cityside Development Condominiums Plat A").

Hereinafter referred to as the "Property," and

WHEREAS, the Property consists of the land above described, together with certain commercial buildings which have been and hereafter are to be constructed upon the Property, and

WHEREAS, the Declarant will construct the commercial buildings and other improvements upon the Property in accordance with the plans and drawings set forth in the Record of Survey Map to be filled in the office of the County Recorder for Utah County, Utah, and

WHEREAS, the Declarant desires and intends to sell or own fee title to individual Units, together with an undivided ownership interest in the Common Areas and facilities appurtenant thereto, subject to the covenants, limitations, and restrictions contained.

## DECLARATION

NOW THEREFORE, The Declarant hereby declares as follows:

### 1. Definitions.

The terms used herein shall have the meaning stated as follows unless the context otherwise requires:

(a) "Act shall mean and refer to the Utah Condominium Ownership Act as the same may be amended from time to time. To the extent applicable, and not inconsistent herewith, the definitions contained in the Act are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

(b) "Association" shall mean all of the Unit Owners, acting as a group in accordance with this Declaration and the By-Laws.

(c) "Common Areas" shall mean and refer to:

- (1) The real property which has been submitted by the Original Declaration or this Amended Declaration to the terms of the Act, including all easements and appurtenance
- (2) Those Common areas and those facilities specifically set forth and designated as such on the Map.
- (3) That part of the Property not specifically included in the respective Units.
- (4) All foundations, columns, girders, beams, supports, main walls, retaining walls, roofs, halls, corridors, stairs, stairways, entrances and exits of the buildings, exterior walk-ways, service streets, yards gardens, fences, all open parking spaces, installations of central services such as power, light, gas, all apparatuses and installations existing for common use, such community facilities as may be provided for and all other parts of the Property necessary or convenient to it's existence, maintenance and safety of the Common Areas or normally in common areas.
- (5) All Areas around, over and underneath and buildings.
- (6) All common areas as defined in the Act, whether or not expressly listed herein.

(d) "Common Expenses" or Assessments" shall mean and refer to all items, things and sums described in the Act which are lawfully assessed against Unit Owners in accordance with the provisions of the Act, this Declaration, the By-Laws, or such Rules and Regulations pertaining to the Property as the Management Committee may from time to time adopt.

(e) "Management Committee" or "Committee" shall mean and refer to those persons duly elected thereto by the Unit Owners in accordance with the provisions of paragraph 7 hereof and the "Management committee" or "Committee" shall mean and Committee acting as agent for the association, and shall not confer any personal rights or obligation on the members thereof.

(f) "Map" shall mean and refer to the Record of Survey Map of "Cityside Park Office Condominiums including a vacation of Plat "A" Cityside Development Condominiums" filed for record by the Declarant in the records of the County Recorder of Utah County, Utah.

(g) "Mortgagee" shall mean and refer to any person name as the Mortgagee or beneficiary under any Deed of Trust under which the interest of any Unit Owner is encumbered.

(h) "Property" shall mean and refer to the land above described, the buildings, all other improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles or personal property intended for use in connection therewith which have become subject to this Declaration.

(i) "Unit" shall mean and refer to one of the commercial units, owned by a Unit Owner, which is designated as a Unit on the Map. A Unit shall include all walls, partitions, and floors which are wholly contained within its vertical and horizontal perimeters and the surfaces of any floors, ceilings, or coverings which bound it. A Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit;

(j) "Unit Owner" or "Owner" shall mean and refer to any person or entity, including the Declarant at any time owning a Unit together with a proportionate share of the Common Areas as defined herein. "Unit Owner" or "Owner" shall not refer to a Mortgagee as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

## **2. Submission to Condominium Ownership.**

The Declarant hereby submits the Property, together with the land, the buildings, and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the Act, in a condominium project to be known as "Cityside Park Office Condominiums." Declarant hereby declares that the Property and every part thereof is and shall be held, conveyed, devised, leased, granted, encumbered, used, occupied, and otherwise affected in any manner, subject to the provisions of this Declaration and the general plan and scheme of condominium ownership, and are further declared to be for the benefit of the Property and every part thereof, and for the benefit of each Unit Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land, or as an equitable servitude, as the case may be, and shall bind all persons hereafter acquiring or owning any interest in the Property; however, such interest may be obtained.

All present and future Owners, tenants, visitors, Mortgagees, and occupants of Units shall be subject to, and shall comply with the provisions of this Declaration.

Acceptance of a deed of conveyance, or the entering into a lease, or the entering into occupancy of any Unit or accepting a mortgage on one of the Units, shall constitute an agreement that the provisions of the Declaration, and any subsequent amendments

thereto, are accepted and ratified by such Owner, tenant, Mortgagee, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, or lease thereof.

### **3. The Building and Facilities.**

(a) The Property is comprised of eleven (11) commercial buildings which consist of the following:

1. Units 1 and 2 are in one building which consists of a basement and a ground floor. Each of the Units consists of both the basement and the ground floor.
2. Units 3 and 4 are in one building which consists of a basement and a ground floor. Each of the Units consists of both the basement and the ground floor.
3. Units 5, 6, and 7 are in one building which is a single story building without a basement.
4. Units 8 and 9 are in one building which consists of a ground floor and an upper level. Each of the Units consists of both the ground floor and the upper level.
5. The building in which Units 10A and 10B are located consists of a partial basement and two stories. Unit 10A is on the main floor of the building and Unit 10B is on the upper floor of the same building. The partial basement is limited common area for Units 10A and 10B.
6. The building in which Units 11A and 11B are located consists of a partial basement and two stories. Unit 11A is on the main floor of the building and Unit 11B is on the upper floor of the same building. The partial basement is limited common area for Units 11A and 11B.
7. The building in which Units 12A and 12B are located consists of a partial basement and two stories. Unit 12A is on the main floor of the building and Unit 12B is on the upper floor of the same building. The partial basement is limited common area for Units 12A and 12B.
8. The building in which Units 13A and 13B are located consists of a partial basement and two stories. Unit 13A is on the main floor of the building and Unit 13B is on the upper floor of the same building. The partial basement is limited common area for Units 13A and 13B.

9. The building in which Units 14A and 14B are located consists of a partial basement and two stories. Unit 14A is on the main floor of the building and Unit 14B is on the upper floor of the same building. The partial basement is limited common area for Units 14A and 14B.

10. The building in which Units 15A and 15B are located consists of two stories. Unit 15A is on the main floor of the building and Unit 15B is on the upper floor of the same building.

11. Unit 16 is in one building which consists of a basement and a ground floor. Unit 16 consists of both the basement and the ground floor.

The buildings are wood frame construction with brick exteriors and some stucco on the gable ends. The roofs are hip roofs. The roofs on the buildings in which Units 1, 2, 3 and 4 are located have fiberglass shingles. The other roofs are tile roofs.

(b) The locations of the buildings, the Units in each building, the Unit Numbers for each Unit are as shown on the Map. The square footages of each Unit can be determined from the dimensions on the Map but are also set forth on Exhibit A attached hereto and by reference incorporated herein. Other details are shown on the Map.

(c) Common Areas consist of the Common Area described above comprising the buildings and the structural components thereof, the parking areas, driveways and entryways, and landscaped areas as denoted on the Map.

(d) Limited Common Areas consist of the Limited Common Areas as described above or as shown on the Map consisting of the basement areas of certain buildings as well as the stairways, bathrooms and entryways as set forth on the Map

#### **4. Nature and Incidents of Condominium Ownership.**

(a) Each Unit consists of a fee simple interest in a Unit and an undivided interest in the Common Areas and the rights to any appurtenant Limited Common Areas. Exhibit "A" sets forth the respective undivided interest in the Common Areas appurtenant to each Unit. Such undivided interest in the Common Areas are hereby declared to be appurtenant to the respective Units. The proportionate share of the Common Areas is based on the ratio of the square footage that each of the Units bears to the total square footage of all of the Units. The percentage of ownership in the Common Areas shall be used for all purposes, including, but not limited to, voting and assessment for Common Expenses.

(b) 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.

(c) No part of a Unit or of the legal rights comprising ownership of a Unit may be

separated from any other part thereof. Each Unit, the undivided interest in the Common Areas, and the rights to any appurtenant Limited Common Areas shall always be conveyed, devised, encumbered, and otherwise affected only together and may never be separated from one another.

(d) Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring an action for partition thereof.

(c) Subject to the limitations contained in this Declaration, any Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas.

(e) Each Owner shall have the exclusive right, at his/her sole cost and expense, to maintain, repair, paint, tile, or wax, the walls, ceilings, floors, and doors within the boundaries of a Unit. In addition to decorating and keeping the interior of a Unit in good repair and in a clean and sanitary condition, an Owner shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with his/her Unit.

(f) If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such 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 Property or any part thereof.

(g) Some Common Areas are, or may be located within Units, or may be conveniently accessible only through a Unit. Each Owner hereby appoints the Management Committee as his/her 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 maintenances, repair, emergency repair, or replacement of any of the Common Areas or to another Unit. The Management Committee shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit 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 insistence of the Management Committee or of Unit negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of 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 Management Committee by assessment as provided herein.

(i) Each Owner shall have a right of ingress and egress over, upon and across the Common Areas necessary to access his/her Unit. Each Owner shall have a right to the horizontal and lateral support of a Unit, and such rights shall be pertinent to and pass with the title to each Unit.

(j) The Management Committee shall have a non-exclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to the Declaration,

including the right to construct and maintain in the Common Areas, maintenance and storage facilities for use by the Management Committee.

(k) Easements are reserved throughout the Property as may be required for utility services.

(l) All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to the Declaration, even though no specific reference to such easements appears in any such conveyance.

#### **5. Description and Conveyance of a Unit.**

(a) Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map, in substantially the following fashion:

**UNIT** \_\_\_\_\_, as shown in the Declaration and on the Record of Survey Map for Plat "A" Cityside Park Office Condominiums, appearing in the records of the County Recorder of Utah County, Utah, together with an undivided interest in and to the Common Areas, as the same are established and identified in the Declaration and Map referred to above.

**SUBJECT TO:** All liens for current and future assessments and charges imposed or levied pursuant to the Declaration of Cityside Park Office Condominiums; mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements, rights-of-way; all easements and rights-of-way of record; all easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Record of Survey Map or otherwise existing; an easement for every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described tract; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

Such description shall be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights and limitation incident to such ownership contained in this Declaration, in the By-Laws, and in any Rules and Regulations.

(b) Title to each Unit is hereby made subject to the terms and conditions hereof which bind the Declarant and all subsequent owners, whether or not it be so expressed in the deed by which any Owner acquired a Unit.

#### **6. Management Committee Rights and Obligations.**

(a) The business, property and affairs of the Association shall be managed by a Management Committee composed of three members; the President, the Vice-President, and the Secretary/Treasurer. The President, Vice-President, and Secretary/Treasurer shall

be elected and/or appointed in accordance with By-Laws. Until the first regular Owners Meeting is held pursuant to the By-Laws, the Declarant alone shall be entitled to select the three Management Committee members. Until the first regular meeting of the Owners is held, the members of the Management Committee shall be;

William G. West / President  
Marlon Bird / Vice President  
Cindy Henrikson / Secretary-Treasurer

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 as provided in the By-Laws.

(b) The Management Committee may exercise any right or privilege given to it herein or reasonably necessary to effectuate any right or privilege.

(c) The Management Committee shall have the rights and obligations set forth in the By-Laws.

(d) The Management Committee shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Management Committee shall be responsible for repair or replacement of Common Areas, except Limited Common Areas, and shall have the exclusive right to contract for all goods, services, and insurance payments which are made for such repairs or replacement. The cost of such management, operation, maintenance, and repair by the Management Committee shall be borne as provided in paragraph 7 of this Declaration in the By-Laws.

(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 the Property, whether such personnel are furnished or employed directly by the Management Committee or by any person or entity with whom or which in contracts. The Management Committee may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property; the enforcement of this Declaration, the By-Laws, or any Rules and Regulations. The Management Committee may arrange with others to furnish lighting, water, snow removal, grounds maintenance and other common services. The cost of such services shall be borne as provided in paragraph 7 of this Declaration and in the By-Laws.

(f) The Management Committee may acquire and hold, for the use and benefit of all 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 respectable interests in the Common Areas.

(g) The Management Committee may make Rules and Regulations governing the use of Units and of the Common Areas, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration.



(h) The Management Committee may suspend an Owner's voting rights for the period during which such Owner fails to comply with the Rules and Regulations, or with the obligations of an Owner under this Declaration; after sending such Owner a notice of non-compliance, at least ten (10) days prior to any meeting at which action may be taken by the Owners. The Management Committee may also take judicial action against any Owner to enforce compliance with the Rules and Regulations, with other obligations, or to obtain damages for non-compliance, all to the extent permitted by Law.

## **7. Assessments.**

(a) Declarants, for each Unit owned by them within the Property, hereby covenant, and each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall hereby covenant and agree with each other and with the Association to pay to the Association, for the purposes provided in this Declaration, all assessments, all special assessments, and other fees as provided in this Declaration, the By-Laws, or Rules and Regulations.

(b) The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas or furnishing among other things, expenses of Management; grounds maintenance; 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; common lighting and heating; water charges; trash collections; sewer service charges; repairs and maintenance; wages for Management Committee employees; legal and accounting fees; 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 Committee for the benefit of the Owners under or by reason of this Declaration.

Each Unit shall be separately metered for gas and electricity. Cost of gas and electric service shall be paid by the individual Unit Owners. Water, sewer, and garbage shall be metered jointly for the entire Property. The Association shall pay the costs of water, sewer and garbage and shall prorate the costs to Unit Owners on an equitable basis.

(c) Expenses attributable to the Common Areas and to the Property as a whole shall be apportioned among all Units in proportion to their respective undivided interests in the Common Areas. For this purpose Declarant shall be considered to own only the undivided interest in Common Areas based upon Units not conveyed by Declarant.

(d) Annual assessments shall be made on a calendar year basis. The Management Committee shall give written notice of each annual assessment with respect to a Unit not less than thirty (30) days no more than sixty (60) days prior to the beginning of the next calendar year. The first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Management Committee. Each annual assessment shall be due and payable in monthly installments on the 1<sup>st</sup> day of each and every month and no separate notices of such monthly installment shall be required. Each monthly assessment shall bear interest at the rate of eighteen (18) percent per

annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

(e) In addition to annual assessments, the Management Committee may levy in any assessment year a special assessment, payable over such a period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs of this Declaration. Any amounts assessed pursuant hereto shall be assessed to the Owners in proportion to their respective undivided interest in Common Areas. Notice in writing of the amount of such special assessments and the time for their payment shall be given promptly to the Owners. Payment shall be due on the dates and in the manner provided in the notice. Any special assessment or part thereof shall bear interest at the rate of eighteen (18) percent per annum from the date it becomes due and payable if not paid within thirty (30) 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 Association. Such lien shall have such priorities as established by law.

(g) To establish a lien for any unpaid assessment, the Management committee shall prepare a written notice of lien as set forth by statute. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure by the Management Committee in the same manner as trust deeds or mortgages may be foreclosed or in any other manner permitted by law. The lien shall also secure, and the Owner shall also be required to pay to the Management Committee any assessments against the Unit which shall become due during the period of foreclosure sale or other legal sale. The Management Committee may bid on the Unit at foreclosure or other sale and may acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

(h) A release of lien shall be executed by the Management Committee and recorded in the office of the County Recorder of Utah County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

(I) An encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

(j) The Management Committee shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety days after the same shall have become due; provided however, that such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrance.

(k) The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a judgement of such personal obligation shall be maintainable by the Management Committee without foreclosing or waving the lien securing the same. No Owner may void or diminish any

person obligation by waiver of the use and enjoyment of any of the Common Areas by abandonment of a Unit.

(l) Upon payment of a reasonable fee not to exceed ten dollars (\$10) and upon written request of any Owner, or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has therefore been paid; and credit for advanced payments or prepaid items. Such statement shall be conclusive upon the Management Committee in favor of persons who rely thereon in good faith. Unless such written request for a statement of account shall be complied with within (10) days, all unpaid assessments which become due prior to the making of 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 and unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days, and that purchaser subsequently acquired the Unit.

(m) Subject to the provisions of subparagraph (1), 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 conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

#### **8. Use of Units.**

(a) Each Unit is intended and restricted to be used for commercial use. The buildings or Units may not be used for residential purposes.

(b) There shall be no obstruction of Common Areas by Owners and/or their guests 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 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, accepts 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.

(c) Nothing shall be done or kept in any Unit or in the common Areas which would result in the cancellation of the insurance on the Property or increase the rate of the insurance on the Property, over what the Management Committee, but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or shall be committed by any Owner or any invitee of 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 that Owner or an invitee; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No obnoxious, destructive or offensive activity shall be carried on in any Unit or in the common Areas, 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 on the Property.

(d) No Owner shall violate the Rules and Regulations as adopted from time to time by the Management Committee.

(e) Each Owner shall keep the interior of his/her Unit in a clean, sanitary and attractive condition, and good state of repair. Each of the Unit Owners of Units in a building which contains Limited Common Areas shall be required to keep such Limited Common Areas in good condition and repair and in a clean, sanitary and attractive condition.

(f) No structural alterations to any Unit shall be made, and no plumbing, electrical or seminal work within the Common Areas shall be done, by any Owner without the prior written consent of the Management Committee, except emergency repair.

(g) All use of any Unit and or any Common Area must fully comply with use restrictions established by the Pleasant Grove City code.

(h) Notwithstanding anything herein to the contrary, until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Units nor the Management Committee shall interfere with the completion of the contemplated improvements and sale of the Units. The Declarant may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the Units, and the display of signs.

## **9. Insurance.**

(a) The Management Committee shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Utah. The provisions of this section shall not be construed to limit the power or authority of the Management Committee to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee may deem appropriated from time to time.

(1) Casualty insurance on the Property in such amounts as shall provide for full replacement thereof on the event of damage or destruction, all in the manner in which a corporation owning similar commercial building would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall at a minimum include fire and extended coverage, and vandalism and malicious mischief coverage. The Management Committee may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the opinion of the Management Committee are consistent with good business practice.

(2) Broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall at a minimum include liability for personal injuries, operation of automobiles on behalf of the Association or Management Committee, and activities in connection with the ownership, operation, maintenance and other use of the Property.

(3) Worker's compensation or employer's liability insurance and all other similar insurance in respect to employees of the Management Committee in the amounts and in the forms now or hereafter required by law.

(b) The Management Committee may purchase a fidelity bond in the amount of 150% of the Association's estimated annual operating expenses and reserves, to insure against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(c) The Management Committee may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Property, including and personal property of the Management Committee located thereon.

(d) The Management Committee may obtain insurance on the personal property and furnishings initially placed in the Units by Declarant upon completion of construction of the Property in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualty.

(e) Casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the Owners and for Declarant while an Owner. Such policies shall provide a standard, non-contributory mortgages clause in favor of each first Mortgage which shall have given notice to the Management Committee of such first mortgage. Each policy also shall provide that it cannot be canceled by either the insured or the insurance company until after ten days prior written notice is first given to each Owner, to Declarant, and to each first Mortgagee. All policies of insurance shall, if possible, provide that the insurance there under shall be invalidated or suspended negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall, if possible, provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

(f) Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners and for Declarant while an Owner, and shall protect each Owner and the Declarant against liability for acts of the Management Committee in connection with the ownership, operation, maintenance or other use of the Property. Such policies of insurance shall provide that all insures (including the Declarant, Owners, and Management Committee, and officers of the Association) shall be considered as separately insured and coverage shall be afforded each such insured in the same manner as though separate policies had been issued to each such insured and the insurance afforded any person or organization as insured under this policy shall not in any way be prejudiced by the inclusion therein of more than one person and/or organization as insured, but the inclusion of more than one insured under the policy shall not operate to increase the limits of the company's total liability under the policy.

(g) Insurance coverage on the furnishings initially placed in the Unit by Declarant, except to the extent that the Management Committee pursuant to subparagraph (d) hereof elects to arrange for casualty insurance, and, regardless of the Management Committee's election, insurance coverage on items of personal property placed in a Unit

by an Owner, and casualty and public liability insurance coverage within each individual Unit shall be the responsibility of the respective Owners.

(h) The Management Committee shall receive the proceeds of any casualty insurance payment received under policies obtained and maintained. To the extent that reconstruction is required, the proceeds shall be used for such purpose.

(i) Notwithstanding the provisions of subparagraphs (a) (1) and (2) above, each Owner may obtain insurance at his/her own expense providing coverage upon a Unit, personal property, personal liability, and covering such other risks as may be deemed appropriate, but each such policy shall provide that it does not diminish the coverage for liability arising under insurance policies which cover the Management Committee, the other Owners, and the servants, agents, guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge.

#### **10. Casualty Damage or Destruction**

(a) All of the Owners irrevocably constitute and appoint the Management Committee their true and lawful agent in their name, place and stead for the purpose of dealing with the Property upon its damage or destruction. Acceptance of a deed from the Declarant or from any Owner shall constitute appointment of the Management Committee as an attorney in fact for the limited purposes as herein provided.

(b) As attorney in fact, the Management Committee shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of a Unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs means restoring the Property to improvements as used in the succeeding subparagraphs means restoring the Property to substantially the same condition in which it existed prior to damage, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

(c) In the event any Mortgagee should not agree to rebuild, the Management Committee shall have the option to purchase such mortgage on behalf of the Association by payment in full of the amount secured thereby. The Management Committee may obtain the funds for such purpose by special assessments under paragraph 8 of this Declaration.

(d) As soon as practicable after receiving estimates, the Management Committee shall diligently pursue completion of the repair or reconstruction of the part of the Property damaged or destroyed, but only if the Property is damaged or destroyed to the extent of 75% or less than the value thereof. In the event the Property is destroyed or damaged to the extent of more than 75% of the value thereof, the Unit Owners shall, at a meeting held within 100 days after such damage or destruction duly called by the Management Committee for the purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless Owners representing at least 75% of the undivided interest in the Common Areas agree to the withdrawal of the Property from the provisions of the Act and this Declaration and to its subsequent disposal, the Property shall be repaired, rebuilt or restored to substantially the same condition it was in immediately prior to destruction nor damage. The Management Committee may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for

the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be substantially in accordance with the original plans and specifications of the Property or may be in accordance with any other plans and specifications the Owners may approve, provided that in such latter event the number of cubic feet and the number of square feet for such Unit shall be the same as such Units were originally constructed as prior to damage or destruction. The same easements for encroachments as declared in Section 4(i) shall apply under the provisions of this section.

(e) The proceeds of any insurance collected shall be available to the Management Committee for the purpose of repair or reconstruction. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Management Committee may levy in advance a special assessment sufficient to provide funds to pay the estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in this Declaration. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

(f) The insurance proceeds held by the Management Committee and the amounts received from assessments provided for in paragraph 10(e) constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost or repair reconstruction shall be made from insurance proceeds. If there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Unit Owners who made any special assessments from the Management Committee made under paragraph 10(e) of this Declaration.

(g) If 75% of the unit Owners and all holders of first mortgages on Units agree not to rebuild, as provided herein, the proceeds of insurance shall be distributed in accordance with the provisions of Section 57-8-31 of the Act. In addition, in such event, the Property may be removed from the provisions of the Act as prescribed therein. Withdrawal shall be in accordance with the Act.

#### **11. Duty of Owner to Pay Taxes on Unit Owned.**

Under the Act each Unit and its appurtenant percentage of interest in the Common Areas in the Property is subject to separate assessment and taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as result thereof no taxes will be assessed or levied against the Property as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed on that Unit.

#### **12. Computation of Percentage Interest in Common Areas.**

The percentage of undivided ownership interest in the Common Areas which is appurtenant to a Unit shall be equal to the ratio of square footage of such Unit to the aggregate square footage of all Units included in the Property. The square footage of each Unit is shown on the Map and in the attached Exhibit "A".

#### **13. Amendment of this Declaration.**

(a) The Unit Owners at any time have the right to amend this Declaration and/or the Map upon the approval of Unit Owners representing not less than 67% of the undivided interest in the Common Areas.

(b) Notwithstanding anything to the contrary contained in this Declaration, until all but two (2) Units of the Property have been sold, Declarant shall have, and is hereby vested with, the right to unilaterally amend this Declaration or the Map, so long as the amendment involved is consistent with law and does not attempt to divest any property rights of any Owner or any first Mortgagee.

(c) For two (2) years following the recordation of this Declaration, the Declarant reserves the right to change the interior design and interior arrangement of any Unit and to alter the boundaries between Units, so long as the Declarant owns the Units so altered. Any such changes shall be reflected by an amendment of this Declaration and of the Map which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in this Declaration. Such change may decrease the number of Units and alter the boundaries between Units decreased. In any amendment related thereto the Declarant shall reapportion the percentage of ownership in the Common Areas which are allocated to the altered Units, on the basis of the change in floor space which results from the boundary alteration.

#### **14. Service of Process.**

Until changed by amendment to this Declaration, the name of the person to receive service of process and the place of his business is:

William G. West  
451 East 1000 South, Suite A  
Pleasant Grove, UT 84062

#### **15. Mortgagees.**

Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any Unit shall be subject to and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) where such interest was made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien on the interest of the purchaser at such foreclosure sale to secure all assessments made pursuant to this Declaration after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the manner of provided herein. All other mortgages shall have such rights and priorities as established by law.

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage who does not join in the execution thereof.

#### **16. Indemnification of Management Committee.**

Each member of the Management Committee shall be entitled to be indemnified and held harmless by the Unit Owners against all costs, expenses, and liabilities whatsoever, including attorney's fees, reasonably incurred by him in connection with any



proceeding to which he may become involved by reason of being or having been a member of the Committee.

**17. Severability.**

If any provision, paragraph, sentence, clause, phrase, or word of this Declaration should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

**18. Topical Headings and Conflict.**

The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration of any paragraph or provision hereof. In case any provisions hereof shall conflict with Utah law, Utah law shall be deemed to control.

**19. Effective Date.**

This Declaration shall take effect upon recording in the office of the County Recorder of Utah County, Utah.

**PURSUANT TO THE PROVISIONS OF SECTION 57-8-15 OF THE ACT, THE PROVISIONS SET FORTH IN SECTION 20 ARE AND SHALL BE THE BY-LAWS OF THE ASSOCIATION.**

**20. Bylaws**

**a. Membership.** Each Owner shall be entitled and required to be a Member (hereafter such Owners may be referred to either as "Unit Owners" "Owner" or "Member") of the Association; Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit held by more than one person, the Membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one Membership for each Unit owned by such Owner. Each Membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from Membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Unit shall be construed to be a devise, encumbrance conveyance, or other disposition respectively of the Owner's Membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and Membership in the Association may not be transferred except in connection with the transfer of the Unit.

**b. Votes.** Each Unit in the Project shall have the same number of votes in the Association as the percentage interest which such Unit has in the Common Areas.

**c. Multiple Owners of a Unit.** In the event there is more than one Owner of a Unit, the vote relating to such Unit shall be exercised as such Owners may determine between or among themselves, but in no event shall more votes be cast with respect to a Unit than the amount determined under (b) above. A vote cast at any Association meeting or by written consent by any such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Unit concerned unless an objection is made at the meeting or in writing by another Owner of the same Unit, in which event no vote will be counted with respect to such Unit except to determine the presence or absence of a quorum.

**d. Board of Directors.** The Board of Directors (hereafter it may be referred to as the "Board") shall be deemed to be the Management Committee for purposes of the Act and shall be composed of at least three (3) Directors and no more than nine (9) Directors. The term for each Director shall be one (1) year. Directors shall serve until their successors are elected. Only Unit Owners and officers, directors, agents, and employees of Owners who are other than individuals shall be eligible to be Directors. The Directors of the Association shall be elected by a majority vote of the Members. In the event of a vacancy, the remaining Directors shall elect a replacement to sit on the Board until the sooner of the expiration of the term for which the Director being replaced was elected or the next annual meeting of the Members.

**e. Status and General Authority of Board of Directors.** Except as herein otherwise provided, the Project shall be managed, operated and maintained by the Board as agent for the Association of Unit Owners. The Board shall have, and is hereby granted, the following authority and powers:

(1) The authority without the consent of the Owners or of any other person(s), except Mortgagees, if required by the terms of their Mortgage, 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 Owners, any amendments to the Declaration or the Plat which has been approved by the vote or consent necessary to authorize such amendment as hereinafter set forth.

(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 Owners, as set forth herein, which is necessitated by the subject matter of the agreement has been obtained.

(5) The power and authority to convey or transfer any interest in real property, so long as the vote or consent, as set forth herein, which is 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, as set forth herein, which is necessary under the circumstances.

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

(8) The power and authority to and the obligation to enforce compliance with this Declaration and the by-laws against any Owner or any occupant of a Unit and in order to carry out the same shall have all of the rights and remedies available for such enforcement in accordance with the laws of the State of Utah and the City and County of Utah.

(9) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out its function or to insure that the Project is maintained and used in a manner consistent with the interests of the Owners.

(10) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Association, which may be reasonably necessary for the Board to perform its functions as agent for the Owners. Any instrument executed by the Board relating to the Common Areas of the Project that recites facts which, if true, would establish the Board's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

f. Duties of Board. It shall be the duty of the Board to:

(1) 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 thirty-five (35%) of the Members who are entitled to vote;

(2) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(3) As more fully provided in the Declaration, to fix the amount of the annual assessments against each Unit, and send written notice of each assessment to every Owner as more fully set forth hereafter.

(4) Issue, or 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 for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(5) Procure and maintain adequate liability and hazard insurance on property owned by the Association, and adequate officers and Directors indemnity insurance, and all other insurance required by the Declaration;

(6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(7) Cause the Common Areas and the Buildings to be maintained as provided in this Declaration;

(8) Permit Mortgagees of Units in the Project to pay taxes or other charges which are in default and which may or have become a charge against the Common Areas of the Association, and such Mortgagees may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and such Mortgagees, upon making such payments, shall be owed immediate reimbursement therefore from the Association;

(9) Assess and collect all assessments referred to or authorized in the Declaration.

g. Meetings and Manner of Action. The Directors shall hold such meetings as they shall deem necessary. The act of the majority of the Directors shall be the act of the Committee, unless the vote of a greater number is required by the Declaration, the Act, the Articles of Incorporation or these By-Laws.

h. 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 consent or approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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

j. Right of Delegation to Manager. The Board 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 Board, be authorized to perform any of the functions or acts required or permitted to be performed by the Board itself.

k. Payment of Services, etc. The Board 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 function in the Project, whether such Committee or by any person or entity with whom it contracts. The Board may

obtain and pay for the operation of the Project or the enforcement of this Declaration. It is recognized that the Board may arrange with other persons to furnish snow removal, ground maintenance and other common services to the Project whether such personnel are furnished or employed directly by the Board.

l. Personal Property Ownership and Use. The Board may acquire and hold for the use and the 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. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Such interest shall not be transferable except with the transfer of a Unit, and such beneficial interest may in no event be reserved, by the transferor of a Unit.

m. Rules and Regulations. The Board may make reasonable rules and regulations governing the operation and use of the Common Areas and other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration and By-laws. The Board may suspend any Owner's voting rights at the meeting of Owners during any period or such periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owners under this Declaration. The Board may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligation or to obtain damages for noncompliance, all to the extent provided by law.

n. Additional Board Rights. The Board may exercise any other right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

o. Indemnification of Board. Each member of the Board shall be indemnified and held harmless by the Association and the Owners from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of having been a member of the Board, or by reason of any action alleged to have been taken or omitted to have been taken as a member of such Board, and shall reimburse each such person for all legal and other expenses reasonably incurred in connection with any such claim or liability, including power to defend such person from all suits or claims; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his or her own fraudulent or criminal misconduct.

p. Annual Meeting. The annual meeting of the Association shall be held on the first Tuesday of \_\_\_\_\_ of each year commencing in the year 2009. If the day fixed for the annual meeting shall be a legal holiday, the meeting shall be held on the next succeeding business day. At such annual meetings there shall be elected Directors of the Association, as needed, pursuant to the provisions of this Declaration, if not appointed by

Declarant, and financial reports and budgets shall be presented, as well as other business of the Association properly placed before the Association.

q. Special Meetings. Special meetings of the Association may be called by the President, or by not less than thirty-five percent (35%) of the Owners.

r. Place of Meeting. The Board may designate any place, within the State of Utah, as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all Members may designate any place, within the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be at the principal office of the Association in the State of Utah.

s. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purposes for which the meeting is called shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his, her or its address as it appears on the records of the Association, with postage thereon prepaid.

t. Quorum. The presence, in person or by proxy, of the Members who are entitled to cast a majority of the votes of the Association shall constitute a quorum. If less than the required quorum of the Members are represented at a meeting, the chairman of the meeting or a majority of the Members so represented may adjourn the meeting from time to time without further notice. The quorum for an adjourned meeting shall be one-half of the required Members for the meeting as originally noticed. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

u. Voting. If a quorum is present, the affirmative vote of a majority of the votes, present at the meeting or represented by proxy, shall be the act of the Association, unless the vote of a greater number is required by the Act, the Articles of Incorporation, these By-Laws or the Declaration in which case it shall require the affirmative vote of such greater number.

v. Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association at least three (3) days before the date of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise permitted in the act and so provided in the proxy.

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

x. Officers. The officers of the Association may include a president, a vice president, a treasurer, and a secretary, and such assistant treasurers, assistant secretaries, or other officers as may be elected or appointed by the Board. Any two or more offices may be held by the same person.

y. Election and Term of Office. The officers of the corporation, if any, shall be elected annually by the Board at a meeting of the Board held after each annual meeting of the Association. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices filled by the Board. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

z. Removal. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby.

aa. President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. He or she shall have such duties and powers generally vested in similar Associations and such other powers and duties as may be prescribed by the Board.

bb. Vice President. In the absence of the president or in the event of his or her inability or refusal to act, the vice president shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the president. The vice president shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

cc. Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the Board.

dd. Secretary. The secretary shall keep the minutes of the meetings of the Board and the Association; see that all notices are duly given in accordance with the

provisions of the Declaration, the By-Laws or as required by law; be custodian of the books and records of the Association; keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the President or the Board.

DATED this 20<sup>th</sup> day of November, 2008.

CITYSIDE PROPERTIES, L.C.

By: [Signature]  
William G. West

State of UTAH        }  
                                  }.ss  
County of UTAH     }

On the 20 day of NOV, 2008 personally appeared before me the signors of the foregoing instrument, who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public

My commission expires: 11-24-2008

Residing at: Pleasant Grove Utah





EXHIBIT "A"  
 CITYSIDE OFFICE PARK CONDOMINIUMS

UNIT NUMBER	<u>PERCENTAGE OF OWNERSHIP OF COMMON AREAS</u>	<u>SQUARE FOOTAGE</u>
1	3.375	1920
2	3.375	1920
3	3.375	1920
4	3.375	1920
5	1.686	960
6	1.686	960
7	1.686	960
8	3.512	1998
9	3.512	1998
10A	5.224	2972
10B	5.224	2972
11A	5.224	2972
11B	5.224	2972
12A	5.128	2917
12B	5.128	2917
13A	5.625	3200
13B	5.625	3200
14A	5.293	3011
14B	5.293	3011
15A	5.462	3107
15B	5.462	3107
16	<u>10.500</u>	<u>5975</u>
Total	100.0	56,889