

DECLARATION

of

CHATEAU PARK

A Condominium Project

This Declaration is made and executed this 1st day of June, 1964, by WESTENSKOW AND COMPANY, INC., a Utah corporation, hereinafter designated and referred to as Declarant, pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property situate in Weber County, State of Utah, to-wit:

Part of the Northwest Quarter of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point 40 feet South and 60 feet West of the Northeast corner of said Northwest Quarter Section and running thence South 220 feet; thence West 600 feet; thence North 220 feet; thence East 600 feet to the point of beginning.

and

WHEREAS, Declarant has constructed or is in the process of constructing certain apartment-home buildings and certain other improvements upon the aforesaid property in accordance with the plans and drawings set forth in the Record of Survey Map filed and recorded herewith, and

WHEREAS, Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above described property and the apartment-home buildings and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project, to be known as Chateau Park, a Condominium Project, and

WHEREAS, Declarant desires and intends to sell the fee title to the individual apartment-home units contained in said condominium project, together with the undivided ownership interests in the common areas and facilities appurtenant to each of said

2019 x RT = 831-101 RT to
831-132 RT

apartment-home units, to various purchasers, subject to the covenants, restrictions and limitations herein reserved to be kept and observed.

NOW, THEREFORE, for such purposes Declarant hereby makes the following declaration, respecting the covenants, conditions and restrictions relating to the project:

1. Declarant hereby submits the above described property and the apartment-home buildings and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project, to be known as Chateau Park, a Condominium Project.

2. There are or will be eight apartment buildings on the project as per Record of Survey Map. Each building shall have two stories and shall contain four Apartment Home Units. These buildings are and shall be of brick masonry construction.

3. The unit number of each Apartment Home Unit, its location, approximate area and number of rooms is as indicated on the attached exhibit marked "A", and by this reference made a part hereof.

4. The common areas and facilities of the project shall be and are:

(1) The land upon which the buildings are located or are to be located.

(2) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, stairs, stairways, entrances and exits of the buildings.

(3) The yards, parking areas, car ports, storage spaces, putting greens and shuffle board courts.

(4) Those common areas and facilities specifically set forth and designated as such in the record of survey map.

(5) All apparatus and installations included within the condominium project existing for common use thereon, therein or in connection therewith which may be necessary or convenient to the existence, maintenance, safety and management of the condominium project.

(6) That part of the condominium project not specifically

included within the apartment home units as hereinafter defined.

(7) Utility lines and facilities contained within the project which are not owned by a public utility or municipal corporation and which are not contained within the boundaries of an apartment home unit as hereinafter defined.

(8) Regardless of location on the project all utility lines, conduits, wiring ducts, pipes and flues utilized by more than one apartment home unit.

(9) The patios, balconies and porches; provided, however, that the same together with the space above to the height of the elevation of the apartment-home unit to which the same are attached are reserved for the exclusive use of the owner or owners of the apartment home unit to which the same are attached and appurtenant.

5. An "Apartment Home Unit" of the project shall be and is an Apartment Home Unit contained within the condominium project as designated on the record of survey map including and bounded by the interior surfaces of the perimeter walls, floor and ceiling and including all of the areas encompassed therein, the doors and windows.

6. The owner or owners of each Apartment Home Unit shall own an undivided 1/32 interest in the Common Areas and Facilities. Of the total value of the entire Condominium Project, each of the above described Apartment Units represents an undivided 1/32 part thereof, and each are of equal value.

7. The buildings and units therein are intended and restricted for the use of single family residences.

8. The person to receive service of process in the cases contemplated by the act is:

Name: Lewis A. Westenskow
Residence Address: 2428 West 5075 South
Place of Business: 5421 South 1900 West
City: Roy
State: Utah

9. Whether to rebuild, repair, restore or sell the property in the event of damage or destruction of all or part of the property shall be determined by the approval and consent of Unit Owners representing the ownership of not less than 2/3rds of the Apartment Home Units, at any regular meeting of the owners or at a special meeting called for such purpose.

10. In the event any portion of the Common Areas and Facilities encroaches upon any of the Apartment Home Units, a valid

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easement shall exist for such encroachment, and for the maintenance of same, so long as such encroachment exists. In the event the Condominium Project is partially or totally destroyed, and then rebuilt, minor encroachments shall be permitted, as required, upon the Apartment Home Units, and easements for such encroachments, and for the maintenance of same, shall exist for such period of time as may be reasonably required for the reconstruction or repair of said premises.

11. The condominium project including the common areas and facilities appurtenant thereto shall be managed, operated, and maintained by a management committee as provided in the Condominium Ownership Act and the by-laws promulgated pursuant thereto as the same may be amended from time to time; provided, however, that said management committee may with the consent of a majority of the unit owners engage the service of a manager and enter into management contracts.

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

13. Except as otherwise provided by law, the unit owners shall have the right to amend this declaration and/or the record of survey map upon the approval and consent of unit owners representing the ownership of not less than 2/3rds of the Apartment Home Units, which consent and approval shall be by duly executed and recorded instruments.

14. The management committee shall at all times keep the condominium project covered by fire, extended coverage, and liability insurance in its name as trustee for the unit owners, or in the name or names of such person or persons, or corporation, and in such amounts as the committee may from time to time determine to be proper, necessary and adequate. In addition, the individual unit owners will be and are hereby encouraged to carry, at their own cost and expense, such additional insurance coverage on their respective apartment units and upon such personal property as may be located therein, as they shall deem to be necessary and adequate;

provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage on an apartment unit of which he is the owner in such a way as to decrease the amount which the committee may realize under any insurance policy which the committee may have in force on the project at any particular time.

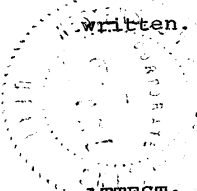
15. The management committee shall have, and is hereby given the authority to grant such easements over and across the common areas and facilities as shall be determined by said committee to be in the interests of the unit owners.

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

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

18. This Declaration shall take effect upon recording as provided by the Condominium Ownership Act.

Made and executed as of the day and year first above



ATTEST:

Fred C. Wilcox
Secretary

WESTENSKOW AND COMPANY, INC.

BY *Lewis A. Westenskow*
President

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 1st day of June, 1964, personally appeared before me Lewis A. Westenskow and Fred C. Wilcox, who being by me duly sworn, did say, each for himself, that he, the said Lewis A. Westenskow is the President, and he, the said Fred C. Wilcox is the Secretary of Westenskow and Company, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and the said Lewis A. Westenskow and Fred C. Wilcox each duly acknowledged to me that said corporation executed the same and that the seal

affixed is the seal of said corporation.

J. Stark

NOTARY PUBLIC
Residing in Weber County, Utah

My Comm. Expires:

Jan. 4, 1967

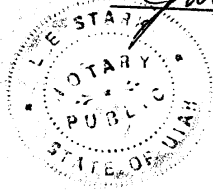


EXHIBIT A

All Apartment Home Units contain approximately 1050 square feet.

<u>Unit Designation</u>	<u>Number of Rooms</u>	<u>Location</u>
A-101	6	West end Building A, 1st and 2nd floor.
A-102	6	First Unit East of A-101, Building A, 1st and 2nd Floor.
A-103	6	First Unit West of A-104, Building A, 1st and 2nd Floor.
A-104	6	East end Building A. 1st and 2nd Floor.
B-101	6	West end Building B, 1st and 2nd Floor.
B-102	6	First Unit East of B-101, Building B. 1st and 2nd Floor.
B-103	6	First Unit West of B-104, Building B 1st and 2nd Floor.
B-104	6	East end Building B. 1st and 2nd Floor.
C-101	5	West end, 1st Floor, Building C.
C-102	5	East end, 1st Floor, Building C.
C-201	5	West end, 2nd Floor, Building C.
C-202	5	East end, 2nd Floor, Building C.
D-101	5	West end, 1st Floor, Building D.
D-102	5	East end, 1st Floor, Building D.
D-201	5	West end, 2nd Floor, Building D.
D-202	5	East end, 2nd Floor, Building D.
E-101	6	West end, Building E. 1st and 2nd Floor.
E-102	6	First Unit East of E-101, Building E. 1st and 2nd Floor.
E-103	6	First Unit West of E-104, Building E. 1st and 2nd Floor.
E-104	6	East end of Building E. 1st and 2nd Floor.
F-101	6	West end, Building F. 1st and 2nd Floor.
F-102	6	First Unit East of F-101, Building F. 1st and 2nd Floor.

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<u>Unit Designation</u>	<u>Number of Rooms</u>	<u>Location</u>
F-103	6	First Unit West of F-104, Building F. 1st and 2nd Floor.
F-104	6	East end, Building F. 1st and 2nd Floor.
G-101	5	West end, Building G. 1st Floor.
G-102	5	East end, Building G. 1st Floor.
G-201	5	West end, Building G. 2nd Floor.
G-202	5	East end, Building G. 2nd Floor.
H-101	5	West end, Building H. 1st Floor.
H-102	5	East end, Building H. 1st Floor.
H-201	5	West end, Building H. 2nd Floor.
H-202	5	East end, Building H. 2nd Floor.

EXHIBIT "B"

BY-LAWS GOVERNING CHATEAU PARK, A CONDOMINIUM PROJECT

ARTICLE I

Management Committee

Section 1. General Responsibility. The business and property comprising CHATEAU PARK shall be managed by a management committee consisting of persons who have ownership in Apartment Home Units in said project to be selected by the unit owners as hereinafter provided. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by law, the Declaration filed contemporaneously herewith and/or any amendments subsequently filed thereto, and these by-laws as the same may from time to time be altered or amended; provided, however, that the management committee may engage the services of a manager and fix and pay a reasonable fee or compensation therefor; provided further, that until WESTENSKOW AND COMPANY, INC., has sold 22 of the apartment home units in the condominium project or until April 1, 1966, whichever occurs first, each unit owner by accepting a deed to any apartment unit irrevocably consents that said Company may act as the project manager and shall have all of the rights, powers, duties and responsibilities conferred upon the management committee and/or the manager under the Condominium Ownership Act, the Declaration and these by-laws.

Section 2. Operation and Maintenance. The committee shall be responsible for the control, operation and management of the project, in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration whereby the project is established and submitted to the provisions of said Act, these by-laws, and such administrative, management and operational rules and regulations as the committee may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee. The committee shall, in this connection, provide for the proper and reasonable control, operation and management of the project and of the maintenance and repair of

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the common areas and facilities appurtenant thereto.

Section 3. Committee Vacancies. In case of any vacancy in the management committee, the remaining members thereof may elect a successor to hold office until the next meeting of the unit owners.

Section 4. Officers. The management committee shall appoint or elect from among its membership a chairman, vice-chairman, secretary, and a treasurer, who shall hold office at the pleasure of the committee. The chairman of the committee, or in his absence, the vice-chairman, shall preside at all meetings of the committee and at all meetings of the unit owners. The secretary shall take and keep minutes of all meetings. He shall perform such other service as the committee may impose upon him, and shall receive such compensation as the committee may fix or approve. The treasurer shall have the custody and control of the funds of the committee, subject to the action of the committee, and shall, when requested by the chairman so to do, report the state of finances of the committee at each annual meeting of the unit owners and at any meeting of the committee. He shall perform such other services as the committee may require of him and shall receive compensation as the committee may fix or approve.

Section 5. Regular Meetings. A regular meeting of the committee shall be held immediately after the adjournment of each annual unit owners meeting at the place of which such unit owners meeting was held. Regular meetings, other than the annual meeting, shall be held at regular intervals and at such places and at such times as the committee may from time to time by resolution provide. No notice need be given of regular meetings of the committee.

Section 6. Special Meetings. Special meetings shall be held whenever called by the chairman, vice-chairman, or by a majority of the committee. Either written or oral notice of such special meeting shall be given not less than 24 hours in advance of said meeting; provided, however, that by unanimous consent of the committee, special meetings may be held without call or notice of any time or place.

Section 7. Quorum. A quorum for the transaction of

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business at any meeting of the committee shall consist of a majority of the committee then in office.

Section 8. Special Committees. The management committee, by resolution, may designate one or more special committees, each committee to consist of two (2) or more persons who have ownership in Apartment Home Units, which, to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such special committee or committees shall have such name or names as may be determined from time to time by the management committee. Such special committees shall keep regular minutes of their proceedings and report the same to the management committee when required. The chairman of the management committee may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 9. Additional Facilities. The management committee shall have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the interest of the members.

ARTICLE II

Meeting of Unit Owners

Section 1. Annual Meeting. The annual meeting of the owners of the Apartment Home Units shall be at 1:00 o'clock, p.m., on the 31st of January of each year at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice, provided, however, that whenever such date falls upon 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 at such other date as it shall deem appropriate. At such meeting the unit owners shall elect the five members of the management committee who shall serve for a one year term and until successors are elected and qualified. Only persons who are owners of Apartment Home Units are eligible for election as members of the management committee.

Section 2. Calls and Notices of Meetings. The calls and

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notices of all meetings of the unit owners shall conform to the provisions of Article III of these by-laws.

Section 3. Voting Requirements. When a quorum is present at any meeting, the vote representing a majority of the units present shall decide any question brought before such meeting, including the election of the management committee members, unless the question is one upon which, by express provision of the statutes or of these by-laws, a different percentage is required, in which case such express provision shall govern and control the decision of such question.

Section 4. Quorum. At any meeting of the owners of Apartment Home Units representation of 51% of the units shall constitute a quorum for the transaction of business.

ARTICLE III

Calls and Notices of Meetings

Section 1. Annual Meeting of Unit Owners. At least five (5) days, inclusive of the date of meeting, before the date of any annual meeting of the unit owners, the secretary shall cause a written notice setting forth the time and place to be delivered personally or deposited in the mail, with postage prepaid, addressed to each unit owner at his last post office address as it then appears on the records of the management committee.

Section 2. Special Meetings of Unit Owners. Special meetings of unit owners may be called by the management committee, or by one-third in number of the unit owners, and notice of such meeting shall be given to each unit owner in writing at least 48 hours before the time fixed for the meeting, and such notice shall advise each unit owner as to the time, place and general purpose of the meeting and shall be delivered personally, or mailed, postage prepaid, to each unit owner at his last post office address as it appears on the books of the management committee. Whenever all of the members shall meet in person, such meeting shall be valid for all purposes without call or notice, or waiver of call or notice. No call or notice of any meeting of members shall be necessary if waiver of call and notice be signed by all of the members.

ARTICLE IV

Transfer or Lease of Apartment Units

Section 1. General. Unit owners shall not sell, lease or sublet their apartment units and any such sales; leases or subletting shall be void, unless the purchaser, tenant or subtenant be first approved by the management committee, which approval shall not unreasonably be withheld. The management committee shall act upon applications for approval of sale, lease or sublease within ten (10) days after such applications have been filed with the committee, and any application not acted upon within said time shall be deemed to have been approved by the committee. The committee shall be given notice in writing of any intended sale, lease or sublease, and the terms and conditions thereof. Whenever the owner applies to the committee for the approval of a sale, lease, or sublease, the committee may require that the owner shall deliver to the committee a copy of the contract of sale, lease or sublease of which approval is requested. No such sale, lease or sublease shall take effect for any purpose, unless and until the following requirements have been completed and satisfied:

1. All assessments and other charges due from the owner must be paid to the committees.
2. A written consent to such sale, lease or sublease must be signed by the committee or by the chairman thereof at the direction of the committee. The committee shall not unreasonably withhold its consent.
3. In the case of any lease or sublease the tenant shall execute in writing an agreement to perform and comply with all the provisions of the declaration, by-laws, and rules and regulations promulgated pursuant thereto.

Whenever an owner shall be permitted to sell, and shall so sell the same, the owner shall have no further liability to the committee.

No demand for or acceptance of assessments from any purchaser, lessee, or sublessee, hereof shall constitute or be deemed to constitute a consent to or approval of any sale, lease or sublease.

Section 2. Right of Committee. The management committee shall have the right, exercisable at any time within ten (10) days after its receipt of the notice provided for in the next preceding paragraph to purchase or enter into an agreement for the occupancy of said unit upon the same terms and conditions as those specified

in the notice; provided, however, that in the event the committee enters into an agreement under this Article for the occupancy of any unit, it shall have the right to sublet said unit to any person or persons reasonably suitable to both the committee and to the owner of said unit. In the event the committee determined that it desires to purchase, or enter into an agreement respecting the occupancy of, an apartment unit as above provided, but believes that the price or rental specified in the notice is unreasonable, the committee shall give the owner or owners of said unit written notice thereof within ten (10) days after its receipt of notice of the proposed sale or occupancy agreement. The notice thus given by the committee shall state that the committee has elected or thereby elects to purchase said unit, or enter into an agreement for the occupancy of the same, and shall state further that the committee believes the price or rental specified in the notice given to it is unreasonable. The committee shall thereafter be obliged to purchase said unit, or enter into an agreement for the occupancy of same at a price or rental to be determined by a group of three (3) AIA appraisers to be selected as follows: The committee shall select one appraiser, the unit owner or owners concerned shall select one appraiser and the two appraisers thus selected shall select a third appraiser. In the event all three appraisers cannot agree on a price or rental to be paid, the decision of any two of the three shall be binding upon all parties. The committee and the unit owner or owners concerned shall make every reasonable effort to select their respective appraisers and to take any other action on their part to be taken so as to secure a decision respecting the price or rental which is to be paid at the earliest possible date.

ARTICLE V

Administrative Rules and Regulations

The committee shall have the power to adopt and establish by resolution, such building, management, and operational rules as the committee may deem necessary for the maintenance, operation, management and control of the project, and the committee may, from time to time, by resolution, alter, amend and repeal such rules.

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When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the owners such amendment, alteration and provision shall be taken to be a part of such rules. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the project.

ARTICLE VI

Payment of Expenses

Section 1. Assessments. Each unit owner shall pay the management committee his pro rata portion of the cash requirement deemed necessary by the committee to manage and operate Chateau Park, upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against management, and if the owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of 7% per annum from the date when such installment shall become due to the date of the payment thereof.

The cash requirements above referred to for each year, or portion of the year, are hereby defined, and shall be deemed to be such aggregate sum as the management committee from time to time shall determine, in its judgment, is to be paid by all the owners of Chateau Park, then in existence to enable the committee to pay all estimated expenses and outlays of the committee to the close of such year, growing out of or connection with the maintenance and operation of such land and buildings and improvements, which sum may include, among other things, the cost of management, special assessments, fire, casualty, and public liability insurance premiums, common lighting and heating, and expenses, landscaping and care of grounds, repairs and renovations to common areas and facilities, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the management committee under or by reason of the declaration and these by-laws, the payment of any deficit remaining from a previous period, the

creation of a reasonable contingency of other reserve or surplus fund, as well as all other costs and expenses relating to Chateau Park. The management committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. The committee may include in the cash requirements for any year any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

The pro rata portion payable by the owner in and for each year or portion of year shall be a sum within the limits and on the conditions hereinabove provided bearing to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, the same ratio as the owner owns an undivided interest in the common areas and facilities, and such assessments, together with any additional sums accruing under the declaration and these by-laws shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee, and at such times as shall be provided by the committee.

The management committee shall have discretionary powers to prescribe the manner of maintaining and operating the Chateau Park, and to determine the cash requirements of the management committee to be paid as aforesaid by the owners under the declaration and these by-laws. Every such reasonable determination by the committee, within the bounds of the Condominium Ownership Act, the declaration, and these by-laws, shall be final and conclusive as to the owners, and any expenditures made by the committee, within the bounds of the Condominium Ownership Act, the declaration, and these by-laws, shall as against the owner be deemed necessary and properly made for such purpose.

If the owner shall at any time let or sublet the apartment and shall default for a period of one (1) month in the payment of any

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management assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the owner occupying the apartment the rent due or becoming due from such tenant or subtenant to the owner up to an amount sufficient to pay all sums due from the owner to the management committee, and any such payment of such rent to the committee shall be sufficient payment and discharge of such tenant or subtenant as between such tenant or subtenant and the owner to the extent of the amount so paid.

Section 2. No Waiver. The omission of the management committee, before the expiration of any year, to fix the management assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the covenants, conditions, or restrictions of the declaration and these by-laws, or a release of the owner from the obligation to pay the assessment, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment shall be fixed.

ARTICLE VII

Taxes and Insurance

Section 1. Taxes. It is acknowledged that under the Condominium Ownership Act each of said units, in each of said units percentage of the undivided interests in the common areas and facilities of the project are subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, and that as a result thereof no taxes will be assessed or payable against the project as such. Each member will, therefore, pay and discharge any and all taxes which may be assessed against any of said units of which he is the owner, against the percentage of undivided interests in the common areas and facilities of any such unit, and/or against any items of personal property located in or upon any unit of which he is the owner.

Section 2. Insurance. The Committee shall secure and maintain the following insurance coverage on the project:

A. Fire and extended coverage. The management committee shall secure and at all times maintain, in its name as trustee for

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the owners, a policy or policies of fire and extended coverage insurance on the project in an amount which shall be equal on its maximum insurance replacement value, excluding foundation and excavation costs, or in such greater or lesser sum as the committee may from time to time determine to be necessary, proper and adequate. As between unit owners, participation in any proceeds realized by the committee from said insurance policy or policies will be on the basis of any damage sustained. In the event such unit owners cannot agree on the amount of damage sustained by each, the decision of the committee respecting the appraisal of such damage shall be conclusive. Each unit owner shall be responsible for securing and maintaining insurance coverage on any items of personal property which he may have in or on his particular unit.

B. Public Liability Coverage. The committee shall secure and at all times maintain, in its own name, a policy of comprehensive general liability insurance for bodily injury and property damage in the amount of \$100,000.00. Said minimum coverage limit may be increased or decreased by the committee from time to time as it may deem to be in the interest of its members.

It is intended that the insurance policies herein provided for include coverage for any act or omission of the committee, its officers, agents and employees, or of the occupants of any office unit in the project, respecting the ordinary and anticipated use, occupancy, operation, and/or maintenance of the project. It is not intended, however, that said insurance policies include any coverage or recognize any liability with respect to any act or omission on the part of any unit owner or occupant, or their employees, respecting acts or omissions other than those arising out of the ordinary and anticipated use, occupancy, operation and/or maintenance of the project or of any of said units.

ARTICLE VIII

Right of Entry

Section 1. By the Committee. The committee and its duly authorized agents shall have the right to enter any and all of the said units in case of an emergency originating in or threatening such unit or any other part of the project, whether the owner or

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occupant thereof is present at the time or not. The committee and its duly authorized agents shall also have the right to enter into any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the project.

Section 2. By Unit Owners. All unit owners and their authorized agents and representatives shall have the right to enter any of said units contained within the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other units in the project; and provided further, that the unit owner affected by such entry shall first be notified thereof if available and if time permits.

ARTICLE IX

Reimbursement for Damages

Each unit owner shall promptly perform or cause to be performed all maintenance and repair work within any of said units by him which, if omitted, will adversely affect the building in which said unit is located in its entirety, or any part of the project, and shall be liable in damages for any failure on his part so to do. Each member shall also reimburse the committee for the full value of any repairs or replacements to the common areas and facilities made necessary through the negligence or fault of such unit owner or such unit owner's tenants.

ARTICLE X

No unit owner shall cause, permit or suffer any nuisance to be created or carried on in any apartment unit of which he is the owner or occupant.

ARTICLE XI

Use and Occupancy

Section 1. Observance of Common Areas and Facilities.
No member shall cause or allow nor permit any person over whom he has or may exercise supervision or control to cause or allow,

any foyer, stairway, hallway, exit, entrance, breeze way, fire escape, roadway, driveway, or sidewalk in or on the project to be obstructed or to be used for any purpose other than for ingress to or egress from said units or the project.

Section 2. Use of Unit. No owner or occupant of any of said units, shall, without the prior written consent of the committee, occupy or use any of said units, nor permit any person over whom such owner or occupant has or may exercise supervision and control to occupy or use the same, for any purpose other than a private dwelling, or to permit or suffer anything to be done or kept in or upon any of said units which would constitute a nuisance or a violation of any law, ordinance, or regulation, which would increase the rate of fire insurance on the project or which might otherwise interfere with the rights of other owners or occupants of the project. No sign, signal, advertisement, or illumination shall be inscribed or exposed on or at any window or outside wall of the project except usual holiday lighting.

Section 3. Maintenance of Units. Each unit owner at his expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the owner shall repair all injury or damage to the building or buildings caused by the act, negligence or carelessness of the owner or that of any lessee or sublessee or any member of the owner's family or of the family of any lessee or sublessee or any agent, employee or guest of the owner or his lessee or sublessee and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance or replacement of any plumbing fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the apartment unit. The owner shall be entitled to the exclusive use

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and possession of the patio and storage areas attached to his unit and shall be responsible for the maintenance and upkeep of said patio and storage areas; provided, however, that without the written permission of the management committee first had and obtained, the owner shall not make or permit to be made any structural alteration, improvement or addition in or to the apartment unit, patio areas or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located.

No radio or T.V. antenna or aerial shall be installed on the outside of any building contained within the project without prior written consent of the committee.

Section 4. Minimum Age for Occupancy. There shall be no occupant in any of the units of the project under the age of twelve (12) years. Visitation in any unit for a period of more than one month may be treated by the committee as occupancy for purposes of this section. Notwithstanding any provision hereinabove contained which may be construed to the contrary, a child which is born to an occupant of a unit in the project shall qualify, and may remain as an occupant of the project until, but not after, said child attains the age of three (3) years.

Section 5. Pets. No animal shall be kept or harbored in the project unless the same in each instance be expressly permitted by the management committee. In no event shall dogs be permitted in any of the common areas and facilities of the project unless carried on a leash. The owner shall indemnify the committee and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal or pet in the project.

Section 6. No Waiver of Strict Performance. The failure on the part of the committee to insist, in one or more instances, upon a strict performance of any of the terms, covenants, conditions of the aforesaid Act, declaration, record of survey map, rules, regulations, agreements, determinations, and/or these by-laws, or to exercise any right or option therein contained, shall not constitute, nor be construed as, a waiver or relinquishment of any

other right which the committee may have thereunder or which it may thereafter acquire.

ARTICLE XII

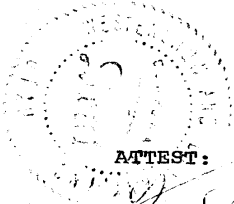
Amendments

These by-laws may be altered, amended or repealed by affirmative vote of a majority of all the unit owners at any regular meeting of such unit owners, or at any special meeting if notice of the proposed alteration or repeal be contained in the notice of such special meeting.

Adopted and approved this 1st day of June, 1964, by resolution of the Board of Directors.

WESTENSKOW AND COMPANY, INC.
a corporation,

BY Lewis A. Westenskow
President



ATTEST:

Fred G. Hilary
Secretary

FILED AND RECORDED FOR 427489

Westenskow and Company, Inc.
JUN 1 1964

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Compared Page

WEDER COUNTY CLERK
WEDER COUNTY RECORDER
Walter E. Olsen