

WHEN RECORDED, PLEASE MAIL TO:

PARR WADDOUPS BROWN GEE & LOVELESS
Attention: Robert A. McConnell
185 South State Street, Suite 1300
Salt Lake City, Utah 84095

7932204
06/26/2001 12:52 PM 83.00
Book - 8472 Pg - 4361-4377
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PARR WADDOUPS BROWN GEE &
185 S STATE #1300 LOVELESS
SLC UT 84111-1536
BY: ZJM, DEPUTY - WI 19 P.

**THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
OQUIRRH PARK PHASE 2 CONDOMINIUMS**

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR OQUIRRH PARK PHASE 2 CONDOMINIUMS (this "Amendment") is entered into this ____ day of June 2001 by Oquirrh Shadows II, LLC, a Utah limited liability company ("Declarant"), OQUIRRH PARK PHASE 2 CONDOMINIUM ASSOCIATION, INC., a Utah nonprofit corporation ("Oquirrh Park"), and O. PARK, LLC, a Utah limited liability company ("O. Park"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas Maxim Homes, Inc., an Arizona corporation ("Maxim Homes"), executed and caused to be recorded that certain Declaration of Condominium for Oquirrh Park Phase 2 Condominiums (together with the Amendment described in Recital C, the "Declaration") dated the 30th day of September 1999, recorded in the office of the Salt Lake County Recorder on that same date as Entry No. 7478251 in Book 8312 at Pages 7991-8061 of the Official Records of Salt Lake County, Utah (the "Official Records").

B. Whereas Declarant was assigned and did assume the full interest as Declarant by that certain Assignment and Assumption of Declarant's Interest under the Declaration of Condominium for Oquirrh Park Phase 2 Condominiums dated December 12, 2000, by and between Maxim Homes and Declarant, recorded as Entry No. 7782683 in Book 8408 at Pages 9050-9054 of the Official Records;

C. Whereas Declarant executed and caused to be recorded that certain Amendment to Declaration for Oquirrh Park Phase 2 Condominiums Converting Tract - 2, Phase 2 Convertible Land Area 5:41 Units, dated February 1, 2001 (the "First Amendment") and recorded in the office of the Salt Lake County Recorder on that same date as Entry No. 7811516 in Book 8420 at Pages 7116-7123 of the Official Records;

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D. Whereas Declarant executed and caused to be recorded that certain Second Amendment to Declaration for Oquirrh Park Phase 2 Condominiums (the "Second Amendment"), dated June 20, 2001 and recorded in the office of the Salt Lake County Recorder on June 21, 2001 as Entry No. 7928884 in Book 8471 at Pages 957-973 of the Official Records;

E. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A hereto to the provisions of the Act

F. Whereas Section 17.03 of the Declaration provides that the Declaration may be amended by the Owners at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units;

G. Whereas the Declarant and O. Park own all of the Units within the Condominium Project and represents one hundred percent (100%) of the votes allocated to all Units; and

H. Whereas Declarant, O. Park and the Association desire to amend the Declaration as stated in this Amendment in order to correct several technical errors in the Declaration and the Bylaws recorded therewith and the Directors of Oquirrh Park Phase 2 Condominiums Homeowners' Association, Inc. have adopted Amended and Restated Bylaws correcting such technical errors, which Amended and Restated Bylaws are attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Sub-Section 1.01(f) is deleted in its entirety and replaced with the following:*

(f) "Association" means the association of Unit Owners known as Oquirrh Park Phase 2 Condominiums Homeowners' Association, Inc., a Utah nonprofit corporation, and its successors and assigns.

2. *Section 20.09 is deleted in its entirety and replaced with the following:*

20.09 Notices.

All Owners of each Unit shall have one and the same registered mailing address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or the representative of the Owners of a Unit shall furnish such registered address to the secretary of the Association within ten (10) days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed their registered address of the Owner(s), and any notice shall be deemed duly given

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if delivered to the Unit. All notices and demands intended to be served upon the Association shall be sent to the following address or such other address as the Association may designate from time to time by notice to the Owner(s):

Oquirrh Park Phase 2 Condominiums Homeowners' Association, Inc.
9345 South 1300 East
Sandy, Utah 84093

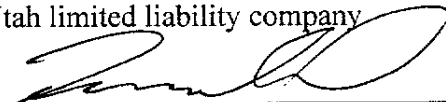
3. All references to the Bylaws in the Declaration shall mean the "Amended and Restated Bylaws of Oquirrh Park Phase 2 Condominiums Homeowners' Association, Inc." attached hereto and forming a part hereof as Exhibit B.

4. To the extent the terms of this Amendment or the Second Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment and the Second Amendment shall control. All other terms of the Declaration not modified by this Amendment or the Second Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the unless a contrary intent is clearly implicated.

ENTERED INTO AND AGREED TO on the first date set forth above.

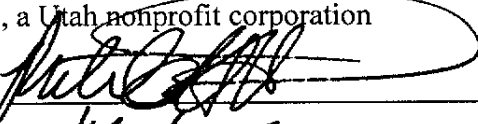
"DECLARANT"

Oquirrh Shadows II, LLC,
a Utah limited liability company

By: 
Its: CEO

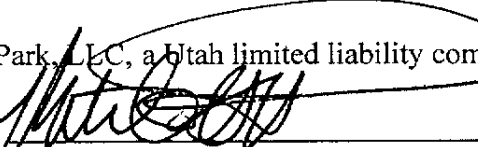
"ASSOCIATION"

Oquirrh Park Phase 2 Condominium Homeowners' Association,
Inc., a Utah nonprofit corporation

By: 
Its: Member

"O. PARK"

O. Park, LLC, a Utah limited liability company

By: 
Its: Member

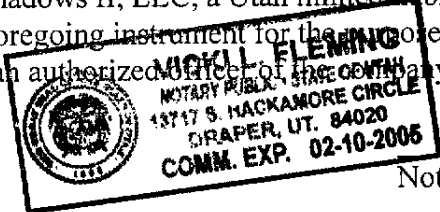
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STATE OF UTAH)

SS.

COUNTY OF SALT LAKE)

On this 26th day of June 2001, personally appeared before me Terry Duhal
who acknowledged being, or who is personally known to me to be, the member
of Oquirrh Shadows II, LLC, a Utah limited liability company, and being authorized to do so, did
execute the foregoing instrument for the purposes therein contained by signing on behalf of such
company as an authorized officer of the company.



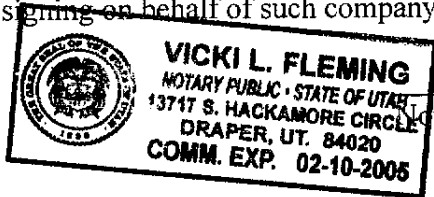
V Fleming
Notary Public

STATE OF UTAH)

SS.

COUNTY OF SALT LAKE)

On this 26th day of June 2001, personally appeared before me Patrick H. Holmes
who acknowledged being, or who is personally known to me to be, the member of
Oquirrh Park Phase 2 Condominiums Homeowners' Association, Inc., a Utah nonprofit corporation,
and being authorized to do so, did execute the foregoing instrument for the purposes therein
contained by signing on behalf of such company as an authorized officer of the company.



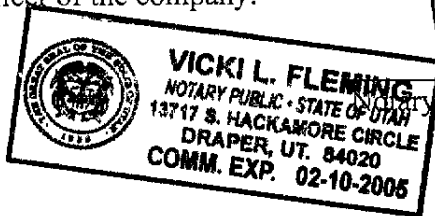
V Fleming
Notary Public

STATE OF UTAH)

SS.

COUNTY OF SALT LAKE)

On this 26th day of June 2001, personally appeared before me Patrick H. Holmes
who acknowledged being, or who is personally known to me to be, the member
of O. Park, LLC, a Utah limited liability company, and being authorized to do so, did execute the
foregoing instrument for the purposes therein contained by signing on behalf of such company as
an authorized officer of the company.



V Fleming
Notary Public

NOTARY SEAL NOT LEGIBLE
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EXHIBIT A
to
Third Amendment to Declaration
Of Condominium
for Oquirrh Park Phase 2 Condominiums
(Legal Description of the Land)

[See attached]

**Oquirrh Park Phase 2 Condominiums,
Tract 2 - Land Area 5**
Final Plat - Record of Survey Map
Located in Section 17, Township 3 South,
Range 1 West, Salt Lake Base & Meridian

Map of Utah, Salt Lake County, Utah
City of Salt Lake, Utah
Office: 400 West North Temple, Salt Lake City, Utah
Phone: (801) 462-3400

Boundary Description

TRACT 2 - Land Area 5
This tract is a portion of the 400 West North Temple, Salt Lake City, Utah, and is bounded on the north by the 400 West North Temple, on the east by the 400 West North Temple, on the south by the 400 West North Temple, and on the west by the 400 West North Temple.

Approved Conditions
The plat is subject to all provisions of the Utah Condominium Act, and the provisions of the Utah Condominium Act shall apply to the units as if they were created under the provisions of the Utah Condominium Act.



David A. Jones
Professional Engineer
License No. 104810

Owner's Declaration
The undersigned, David A. Jones, P.E., is the duly licensed Professional Engineer who has prepared this plat and certifies that it is a true and correct representation of the actual survey and that the same complies with the provisions of the Utah Condominium Act.



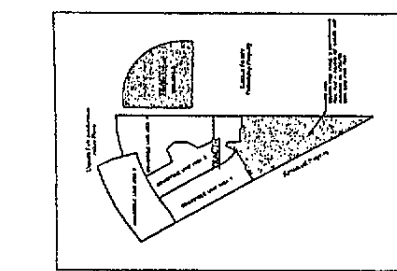
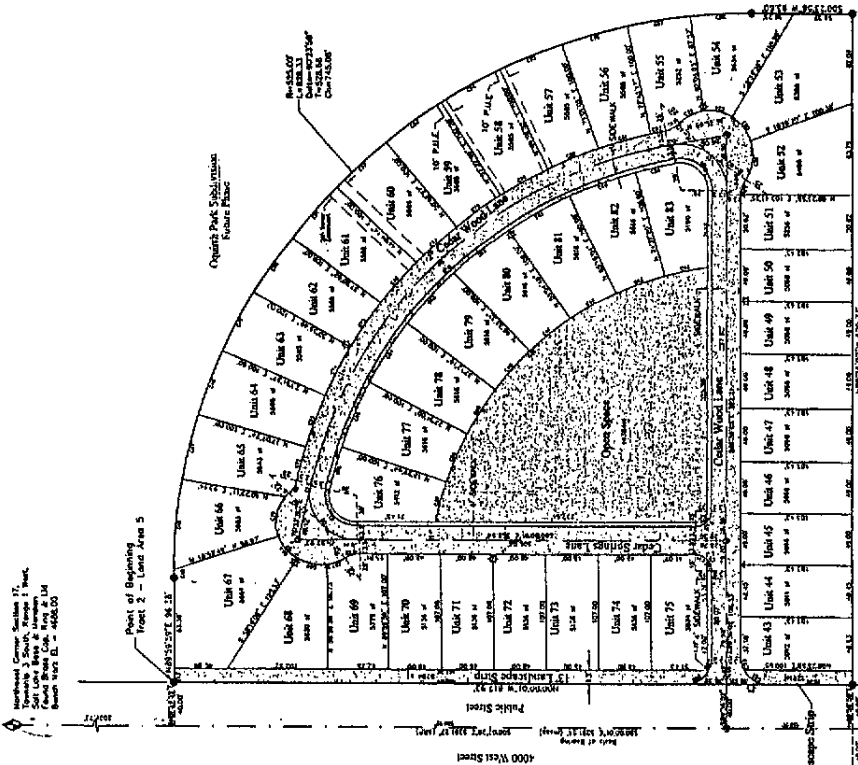
David A. Jones
Professional Engineer
License No. 104810

Attorney-in-Fact
The undersigned, David A. Jones, P.E., is the duly licensed Professional Engineer who has prepared this plat and certifies that it is a true and correct representation of the actual survey and that the same complies with the provisions of the Utah Condominium Act.

Notes
1. The units are to be used as single-family residences and shall be subject to the provisions of the Utah Condominium Act.
2. The units are to be used as single-family residences and shall be subject to the provisions of the Utah Condominium Act.

CURVE	LENGTH	BEARING	AREA	PERIMETER	CHORD
C1	100.00	S 00° 00' 00" E	5000.00	100.00	100.00
C2	100.00	S 45° 00' 00" E	3535.53	100.00	100.00
C3	100.00	S 90° 00' 00" E	5000.00	100.00	100.00
C4	100.00	S 135° 00' 00" E	3535.53	100.00	100.00
C5	100.00	S 180° 00' 00" E	5000.00	100.00	100.00

UNIT	AREA	PERIMETER
Unit 41	100.00	100.00
Unit 42	100.00	100.00
Unit 43	100.00	100.00
Unit 44	100.00	100.00
Unit 45	100.00	100.00



- ◆ Movement (to be set)
- Station Corner (to be set)
- Property Corner (to be set)
- CH Chain Number (see notes below)
- Station Line
- Property Line
- Right-of-Way
- Common Area
- Fire Sprinkler Area
- Fire Hydrant
- Street Light

APPROVED FOR THE CITY OF SALT LAKE COUNTY, UTAH
By: [Signature]
City Engineer

APPROVED FOR THE COUNTY OF SALT LAKE, UTAH
By: [Signature]
County Engineer

RECORDED
By: [Signature]
Recorder

PLAT
DATE: [Date]
BY: [Signature]
TITLE: [Title]

RECORDS SECTION
DATE: [Date]
BY: [Signature]
TITLE: [Title]

PLAT
DATE: [Date]
BY: [Signature]
TITLE: [Title]

NT	CHORD
2.63	5.26
2.64	196.29
2.78	85.53
4.47	28.94
4.62	29.23
9.53	218.42
1.93	23.85
0.74	31.93
0.23	79.42
1.92	182.53
3.61	27.16
76.11	188.47
0.27	20.51
11.20	42.20
2.85	45.46
2.70	45.16
2.16	4.33
0.58	79.32
7.53	92.15
4.28	26.89
9.33	18.17
6.00	71.04
5.31	229.87
78.11	155.99
0.20	239.55

Boundary Description

TRACT-1

Beginning at a point which lies South 00°00'01" East 1951.04 feet along the East section of Section 18, and South 89°59'59" West 40.00 feet from the Northeast corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base & Meridian, said point being a point on the West right-of-way line of 4000 West Street; and traversing thence South 00°00'01" East 2303.20 feet along said right-of-way; thence leaving said right-of-way North 29°31'50" West 2406.46 feet; thence North 53°02'25" East 233.42 feet; thence North 57°51'35" East 156.79 feet; thence North 62°49'11" East 155.48 feet; thence North 67°00'06" East 105.61 feet; thence North 71°05'14" East 153.23 feet; thence South 26°56'13" East 143.37 feet; thence South 15°14'18" East 109.86 feet; thence North 75°57'31" East 102.82 feet; thence North 80°05'03" East 101.47 feet; thence North 83°15'42" East 70.29 feet; thence North 86°50'24" East 123.20 feet; to the point of beginning.

contains 1,498,797 sf or 34.41 acres more or less

TRACT-2

Beginning at a point which lies South 00°00'01" East 2021.73 feet along the West section line of Section 17, and North 89°59'59" East 40.00 feet from the Northwest corner of Section 17, Township 3 South, Range 1 West, Salt Lake Base & Meridian; and traversing thence North 89°59'59" East 96.38 feet to the beginning of a 525.00-foot radius curve to the right; thence Southeasterly 828.33 feet along the arc of said curve through a central angle of 90°23'59"; thence South 00°23'58" West 93.60 feet; thence North 89°36'02" West 620.73 feet; thence North 00°00'01" West 617.93 feet to the point of beginning.

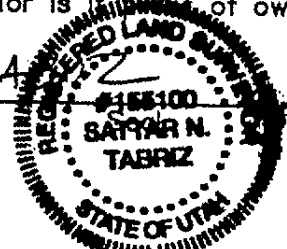
contains 326,138 sf or 7.49 acres more or less

Surveyor's Certificate

I, Sattar N. Tabriz, do hereby certify that I am a Registered Land Surveyor Licensed to practice in the State of Utah, and that I have made a survey of the parcel of land shown and described on this map. I also certify that by authority of the owners of said parcel, I have divided the property into lots and streets to be hereafter known as Oquirrh Park Phase 2 Condominiums. I also certify to the surveys compliance with Section 57-8-13 of the Utah Condominium Ownership Act.

The survey was performed in accordance with generally accepted surveying practices, it does not purport to show all easements of record, nor is it a warranty of ownership.

Date: 8-23-1999 SATTAR N. TABRIZ
 Sattar N. Tabriz
 Utah Registered Land Surveyor
 License No. 158100



Owner's Dedication

The undersigned, Maxim Homes, Inc., an Arizona Corporation and the record owner

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EXHIBIT B
to
Third Amendment to Declaration
Of Condominium
for Oquirrh Park Phase 2 Condominiums
(Amended and Restated Bylaws)

[See attached]

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**AMENDED AND RESTATED
BYLAWS
OF
OQUIRRH PARK PHASE 2
CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1.
DEFINITIONS**

1.01 Declaration.

As used herein, "Declaration" means the Declaration of Condominium for Oquirrh Park Phase 2 Condominiums Homeowners' Association, Inc., recorded in the Official Records of Salt Lake County, Utah.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2.
OFFICES**

The Association is a Utah nonprofit corporation, with its principal office located at 9345 South 1300 East, Sandy, Utah 84093.

**ARTICLE 3.
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

Votes shall be allocated as set forth in Section 4.08 of the Declaration.

3.02 Quorum.

Except as otherwise required by law or by the Articles, the presence in person or by proxy of Owners entitled to vote more than thirty-five percent (35%) of the total votes of the Owners shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary

of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 4.
ADMINISTRATION

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Management Committee in each year beginning with the year 2000, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings.

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote 20 percent or more of the total votes of all Owners.

4.03 Place of Meeting.

The Management Committee may designate the Association's principal offices or any place within Salt Lake County, Utah, as the place for any annual meeting or for any special meeting called by the Management Committee.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Management Committee may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 5.
DECLARANT CONTROL

Declarant shall be entitled to control the Association as set forth in Section 5.03 of the Declaration.

ARTICLE 6.
MANAGEMENT COMMITTEE

6.01 Number and Election of Directors.

Directors shall be appointed, elected, and removed as set forth in Article V of the Declaration.

6.02 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Other than with respect to a Director appointed by the Declarant during the Declarant Control Period, any vacancy occurring on the Management Committee (by reason of resignation or death) may be filled by the affirmative vote of a majority of the Directors then in office though less than a quorum. A vacancy occurring on the Management Committee created by the resignation or death of a Director appointed by the Declarant during the Declarant Control Period shall be filled by the Declarant appointing a new Director. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly elected and qualified.

6.03 Regular Meetings.

Regular meetings of the Management Committee may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Management Committee from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Management Committee for the election of Officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners. or any special meeting of Owners at which a Management Committee is elected.

6.04 Special Meetings.

Special meetings of the Management Committee may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.05 Quorum.

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, or by these Bylaws, decide any question brought before such meeting.

6.06 Waiver of Notice.

Before, at, or after any meeting of the Management Committee, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Management Committee shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.07 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 7.
OFFICERS AND AGENTS

7.01 General.

The Officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Management Committee may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties

as from time to time may be determined by the Management Committee. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Management Committee, such Officer, agent, or employee shall follow the orders and instructions of the president.

7.02 Removal of Officers.

The Management Committee may remove any Officer, either with or without cause, and elect a successor at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purpose.

7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Management Committee for the unexpired portion of the term.

7.04 President.

The president shall be the chief officer of the Association. The president shall preside at all meetings of the Association and of the Management Committee. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the Officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

7.05 Vice Presidents.

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Management Committee. In the absence of the president, the vice president designated by the Management Committee or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

7.06 Secretary.

The secretary shall:

(a) keep the minutes of the proceedings of the Owners Meetings and of the Management Committee Meetings;

(b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;

(c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Management Committee;

(d) maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Unit owned by each Owner, and, if such Unit is mortgaged, the name and address of each Mortgagee; and

(e) 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 by the president or by the Management Committee. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.07 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Management Committee. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Management Committee, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Management Committee, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Management Committee, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Management Committee or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 8. EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND LIEN HOLDERS

8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Unit from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Unit. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Unit is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Unit shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.04 Address of the Association.

The address of the Association shall be 9345 South 1300 East, Sandy, Utah 84093. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

ARTICLE 9.
SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a mortgagee their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the Mortgagee with the secretary of the Association. A release of the Mortgage covering the subject Unit shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

ARTICLE 10.
AMENDMENTS

10.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Management Committee shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Management Committee or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any

LEGAL CONTINUED

PARCEL 1: Tax 10 No. 27-18-426-001 through -042
Units 1 through 42, OQUIRRH PARK PHASE 2 CONDOMINIUMS, as the same is identified in the Record of Survey Map recorded in the Office of the Salt Lake County Recorder, State of Utah, as Book 99-9P, Page 274, Entry No. 7478252, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the OQUIRRH PARK PHASE 2 CONDOMINIUMS, recorded in the Office of the Salt Lake County Recorder, on September 30, 1999 as Entry No. 7478251, in Book 8312 at Page 7991, and as amended on February 1, 2001 as Entry No. 7811516 in Book 8420 at Page 7116.

TOGETHER WITH: (a) The undivided ownership interest in said Condominiums Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

PARCEL 2: Tax 10 No. 27-17-152-001
Units 43 through 83, OQUIRRH PARK PHASE 2 CONDOMINIUMS, TRACT 2 - LAND AREA 5, an amendment to OQUIRRH PARK PHASE 2 CONDOMINIUMS, as the same is identified in the Plat of said development recorded in the Office of the Salt Lake County Recorder, State of Utah, as Book 2001P, Page 21, Entry No. 7811515, and as defined and described in the Declaration of Covenants, Conditions, and Restrictions and Bylaws of the OQUIRRH PARK PHASE 2 CONDOMINIUMS, recorded in the Office of the Salt Lake County Recorder, on September 30, 1999 as Entry No. 7478251, in Book 8312 at Page 7991, and as amended on February 1, 2001 as Entry No. 7811516 in Book 8420 at Page 7116.

TOGETHER WITH: (a) The undivided ownership interest in said Condominiums Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as

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LEGAL CONTINUED

said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

PARCEL 3: *Tax ID No. 27-18-251-004 through -007*
Phase 2 Convertible Land Areas 1, 2, 3 and 4, lying within OQUIRRH PARK PHASE 2 CONDOMINIUMS FINAL PLAT, as the same is identified in the Record of Survey Map recorded in the Office of the Salt Lake County Recorder, State of Utah, as Book 99-9P, Page 274, Entry No. 7478252, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the OQUIRRH PARK PHASE 2 CONDOMINIUMS, recorded in the Office of the Salt Lake County Recorder, on September 30, 1999 as Entry No. 7478251, in Book 8312 at Page 7991, and as amended on February 1, 2001 as Entry No. 7811516 in Book 8420 at Page 7116.

Together with the undivided ownership interest in said Condominium Project's Common Elements that is appurtenant to said property as more particularly described in said Declaration.

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Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 Owners.

Subject to any rights conferred upon first Mortgagees in the Declaration, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the Owners, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 11.
MISCELLANEOUS

11.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Management Committee.

11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Condominium Project, which provisions are hereby incorporated herein by reference.

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