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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DAVID COLLETT
8216 SCANDIA WAY
SANDY UT 84093
BY: TMW, DEPUTY - WI 17 P.

*Scandia Village
Condominiums*

*Covenants, Conditions, Restrictions
and Bylaws*

May 6, 2009

17-V8

Scandia Village Condominiums

AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BYLAWS FOR SCANDIA VILLAGE CONDOMINIUMS

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration", and the Bylaws, which are attached hereto and made a part hereof, are made and executed in Salt Lake County, Utah, by Scandia Village, a Utah non-profit corporation, hereinafter called "Declarant", for itself, its successors, grantees and assigns pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated Section 57-8-1, et seq. (1953 as amended), hereinafter referred to as the "Utah Condominium Ownership Act."

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions, Restrictions and Bylaws for Scandia Village Condominiums, Phase One was duly executed and acknowledged recorded by Scandia Village, Inc., a Utah corporation authorized to do business in Utah, hereinafter called "Former Declarant", on June 27, 1974, in the official records of Salt Lake County, Utah, as entry 2632444, in Book 3620, Page 206; and

WHEREAS, concurrently with the Declaration of Covenants, Conditions, Restrictions and Bylaws was recorded the Record of Survey Map for Scandia Village Condominiums, Phase One as entry 2632443, in Book 74-6, Page 105; and

WHEREAS, the Former Declarant filed the aforesaid Declaration of Covenants, Conditions, Restrictions and Bylaws and Record of Survey Map in order to submit the described real property, buildings and improvements to the provisions of the Utah Condominium Ownership Act as a condominium project known as Scandia Village Condominiums, Phase One; and

WHEREAS, the Former Declarant sold the fee title to the individual units contained in said condominium project, together with an undivided ownership interest in the common areas and facilities appurtenant thereto, to various purchasers subject to the Declaration of Covenants, Conditions, Restrictions and Bylaws for Scandia Village Condominiums, Phase One, as amended from time to time, which, pursuant to the provisions of Utah Code Annotated Section 57-8-10 (1953 as amended), are enforceable equitable servitudes, where reasonable, and shall run with the land; and

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Bylaws for Scandia Village Condominiums, Phase One was amended in its entirety and was duly executed and acknowledged recorded by the Former Declarant on August 15, 1978 in the official records of Salt Lake County, Utah as entry 3153321 in Book 4723, Page 19; and

WHEREAS, the Former Declarant intended to develop the above mentioned condominium project in phases but only the first phase consisting of twenty-four (24) residential buildings divided into forty-eight (48) residential units ("Phase One") was completed; and

WHEREAS, after having sold each and every unit of Phase One to a unit owner, as hereinafter defined, the Former Declarant ceased to exist as a Utah corporation on December 31, 1982; and

WHEREAS, Declarant was incorporated on behalf of the association of unit owners, as hereinafter defined, on June 13, 1991.

NOW, THEREFORE, for the purpose of modifying and amending the aforesaid Amended Declaration of Covenants, Conditions, Restrictions and Bylaws for Scandia Village Condominiums, Phase One recorded on August 15, 1978, Declarant hereby amends said Declaration in its entirety as follows:

Scandia Village Condominiums

ARTICLES

1. Name Of The Condominium Project

Since only the first phase of the condominium project was built and the option to expand has expired, the condominium project formerly known as "Scandia Village Condominiums, Phase One" shall be known as "Scandia Village Condominiums."

2. Definitions

The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context clearly indicates a different meaning, therefore:

- a. The term "Act" means the Utah Condominium Ownership Act, Utah Code Annotated, Section 57-8-1, et seq. (1953 as amended).
- b. The term "Assessment" means any charge imposed by the association of unit owners, including common expenses, on or against a unit owner pursuant to the provisions of the Declaration, Bylaws, or the Utah Condominium Ownership Act.
- c. The terms "Association" and "Association of Unit Owners" mean all of the unit owners acting as a group in accordance with the Declaration and Bylaws.
- d. The term "Capital Expenditure" means an expenditure to acquire or upgrade a physical asset such as property, buildings or equipment.
- e. The term "Common Areas and Facilities" means all land, improvements, and other parts of the property designated for common use and owned by the unit owners as tenants in common.
- f. The term "Common Expenses" means all sums lawfully assessed against the unit owners; all expenses of administration, maintenance, repair, replacement or improvement of the common areas and facilities but excluding expenses related to the limited common areas and facilities which are the responsibility of individual unit owners; all expenses agreed upon as common expenses by the association of unit owners; and all expenses declared common expenses by the Act or the Declaration or the Bylaws.
- g. The term "Condominium" means the ownership of a single unit together with an undivided interest in the common areas and facilities of the property.
- h. The term "Condominium Project" means the entire condominium project referred to in this Declaration.
- i. The term "Declarant" means Scandia Village, a Utah non-profit corporation, which has made and executed this Declaration.
- j. The term "Declaration" means this instrument by which the property is submitted to the provisions of this Act, as it from time to time may be lawfully amended.
- k. The term "Improvement" means any permanent structure on the property or any work done on the property which increases its value.
- l. The term "Limited Common Areas and Facilities" means those common areas and facilities designated in the Declaration as reserved for use of a certain unit to the exclusion of the other units.
- m. The term "Management Committee" means the committee as provided in the Declaration charged with and having the responsibility and authority to make and enforce all of the reasonable rules covering the operation and maintenance of the property.
- n. The term "Manager" means the person, persons, or corporation selected by the management committee to manage the affairs of the condominium project.
- o. The term "Map" means the Record of Survey Map of Scandia Village Condominiums, Phase One.
- p. The term "Property" means the land, all improvements and structures thereon, all easements, all rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.
- q. The term "Unit" means that part of the property owned in fee simple by a unit owner for independent use.
- r. The term "Unit Number" means the number designating the unit in the Declaration and in the Record of Survey Map.
- s. The term "Unit Owner" means the person or persons owning a unit in fee simple and owning an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in Appendix B attached hereto and incorporated herein by reference.
- t. The term "Unit Owners" means the unit owners of Scandia Village Condominiums and includes the original purchasers and others who may subsequently become unit owners.

Scandia Village Condominiums

- u. Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

3. Description Of Property

- a. Description of land. That tract or parcel of land in Salt Lake County, State of Utah, and more particularly described in Appendix A of this Declaration.
- b. General description of buildings.
 - 1. The buildings constituting this condominium project are twenty-four (24) in number and are identified in relationship to each other in the Map.
 - 2. There are two units in each building and the number of bedrooms which each contains is specified in Appendix B attached hereto. All buildings consist of wood frame structures and are two levels above ground and include a basement.
 - 3. Each unit is designed for use as a single-family residence and has the exclusive right to use and occupy a courtyard and patio which are attached to each unit. Each unit has a garage and the garage is a part of the unit.
 - 4. All other details involving the respective descriptions and locations of the buildings and a statement of the number of stories, number of units and other like details are set forth in the Map.
- c. Description of units. Each unit shall consist of:
 - 1. The space enclosed within the undecorated interior surface of its perimeter walls, floors and ceilings (being in appropriate cases the inner surface parallel to the roof plane or the roof rafters and the projections thereof) projected, where appropriate, to form a complete enclosure of space.
 - 2. Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, and ceilings, including without limitation, paint, lacquer, varnish, wallpaper, tile and paneling.
 - 3. Non-supporting interior walls.
 - 4. Windows and doors in the perimeter walls, whether located within the bounds of the unit or not, but not including any space occupied thereby to the extent located outside the bounds of the unit.
 - 5. All utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single unit, or connecting a single unit to a main or central utility to the point of disconnection from such main or central utility, whether located within the bounds of the unit or not, but not including any space occupied thereby to the extent located outside the bounds of the unit.
 - 6. Units forming a part of the condominium project are more particularly described in the Map, which shows graphically all the particulars of the buildings. Without limiting the generality of the foregoing, the unit designations, location and number of bedrooms are set forth in Appendix B attached hereto.
 - 7. A garage is included as a part of each unit and all of the provisions of this Declaration relative to a unit shall also apply to the garage.
- d. Description of common areas and facilities. The common areas and facilities shall consist of all parts of the property except the units. Without limiting the generality of the foregoing, the common areas and facilities shall include the following, whether located within the bounds of a unit or not:
 - 1. The above described land.
 - 2. All structural parts of the buildings, including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings, and roofs.
 - 3. Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits, and other accessories used therewith, but excluding any pipe or line or accessory connecting a single unit to a main or central pipe or line or system or to a pipe or line or system servicing more than a single unit.
 - 4. All other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or which have been designated as common areas and facilities in the Map.
 - 5. The limited common areas and facilities hereinafter described.
 - 6. All repairs, replacements and improvements of any of the foregoing.
- e. Description of limited common areas and facilities. Each unit owner is hereby granted an irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, including, but not limited to, a courtyard and patio, the use and occupancy of which shall in each case be limited to such unit.

Scandia Village Condominiums

4. Submission To Condominium Ownership

Declarant hereby submits the above-described property, tract of land, buildings, and other improvements constructed thereon to the provisions of the Act as a condominium project, and this Declaration is submitted in accordance with the terms and provisions of the Act and shall be construed in accordance therewith.

5. Covenants To Run With The Land

This Declaration containing covenants, conditions, and restrictions relating to the condominium project shall be enforceable equitable servitudes, where reasonable, and shall run with the land, and this Declaration and servitudes shall be binding upon Declarant, its successors and assigns, and upon all owners or subsequent owners of all or any part of this condominium project, and upon their grantees, mortgagees, successors, heirs, executors, administrators, devisees, and assigns.

6. Ownership And Use

- a. Ownership of a unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and ownership of an undivided interest in the common areas and facilities in the percentage expressed in Appendix B hereof.
- b. Prohibition against subdivision of a unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into tracts or parcels smaller than the whole unit as shown in the Map.
- c. Ownership of common areas and facilities. The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in the Act, nor may any unit owner otherwise waive or release any rights to the common areas and facilities.
- d. Use of common areas and facilities. Except with respect to limited common areas and facilities, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, subject to this Declaration and the Bylaws, which right of use shall be appurtenant to and run with his unit.
- e. Interest in common areas and facilities. The percentage of interest in the common areas and facilities of each unit has been determined by the Declarant on the basis of value in accordance with the Act. Said percentages are contained in Appendix B hereof.
- f. Use and maintenance of limited common areas and facilities. A unit owner's use and occupancy of the limited common areas and facilities reserved for his unit shall be subject to and in accordance with this Declaration and the Bylaws. Each unit owner shall maintain the limited common areas and facilities reserved for his unit and pay any and all expenses to maintain said limited common areas and facilities.

7. Statement Of Purpose And Restrictions On Use

- a. Purpose. The purpose of the condominium project is to provide housing for unit owners and their respective families, tenants, and guests in accordance with the provisions of the Act.
- b. Restrictions on use. The units and common areas and facilities shall be used and occupied as follows:
 1. No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose.
 2. Nothing shall be done in any unit or in, on, or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as otherwise provided herein.
 3. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for residential use. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority.
 4. No additions or changes to the outside of a unit are permitted without the prior written consent of the management committee. A detailed written request must be submitted to the management committee before consent can be given.
 5. No unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, or antenna) to hang, to be displayed, or otherwise be affixed to or placed on the exterior walls or roof, or any part thereof, or to the outside of windows or doors of any unit or building, without the prior written consent of the management committee.

Scandia Village Condominiums

6. No animals or birds of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except that dogs, cats and other household pets may be kept in units, subject to any and all rules adopted by the association of unit owners or management committee, provided that such pets are not kept, bred, or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the property within ten (10) days of written notice from the management committee.
7. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other unit owners or occupants.
8. There shall be no obstruction of the common areas and facilities, nor shall anything be stored in the common areas and facilities, without the prior written consent of the management committee.
9. The common areas and facilities, including, but not limited to, courtyards, patios, and other limited common areas and facilities, shall be kept free and clear of all rubbish, debris, and other unsightly materials. No waste shall be disposed of in the common areas and facilities.
10. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed in any part of the common areas and facilities, except in a courtyard or patio in such a manner as not to be visible except from the unit for which such courtyard or patio is reserved.
11. There shall be no playing, lounging, or parking or placing of baby carriages, playpens, bicycles, toys, vehicles, benches, chairs, or other personal property in or on any part of the common areas and facilities except in a unit or courtyard or patio in such a manner as not to be visible except from the unit for which such courtyard or patio is reserved.
12. No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained, or permitted on any part of the property except as may be permitted by the management committee and subject to the rules, except that a unit owner with respect to his unit and the association of unit owners or management committee or its agent with respect to the common areas and facilities may perform, or cause to be performed, any maintenance, repair or remodeling work, or other work, required or permitted by this Declaration.

8. Percentage Of Ownership, Voting Rights And Allocation Of Common Expenses

The percentage of ownership in the common areas and facilities of the condominium project is established in Appendix B attached hereto and shall be used for all purposes except for voting and for the allocation of common expenses. Voting rights and the allocation of common expenses are provided in the Bylaws attached hereto as Appendix C.

9. Management

- a. The business, property, and affairs of Scandia Village Condominiums shall be managed by a management committee consisting of five (5) members who are unit owners in the condominium project and elected as provided in the Bylaws. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by the Act, this Declaration, the Bylaws, and any amendments subsequently filed thereto, and shall be responsible for the control, operation and maintenance of the condominium project, provided, however, that the management committee may engage the services of a professional manager and fix and pay a reasonable fee or compensation therefore.
- b. The management committee shall be known by such names or designation as it, or the unit owners, at any meeting may assign.

10. Easements

- a. The management committee may hereafter grant easements for utility purposes for the benefit of the property, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, communication lines and equipment, and electrical conduits and wires over, under, along, on, and through any portion of the common areas and facilities.
- b. An easement in favor of each unit owner is hereby established to permit such owner to attach draperies, pictures, mirrors, and like decorations and furnishings to the interior surfaces of the walls and ceilings of the unit owned by such unit owner.
- c. An easement in favor of each unit owner is hereby established to permit such owner to attach heat tape to the exterior roof of the unit owned by such unit owner.

Scandia Village Condominiums

- d. Each unit shall be subject to such easements as may be necessary for the installation, maintenance, repair, or replacement of any common areas and facilities located within the boundaries of such unit.
- e. In the event that, by reason of the construction, reconstruction, settlement or shifting of any buildings, any part of the common areas and facilities or any part of a unit encroaches or shall hereafter encroach upon any part of the common areas and facilities or any other unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such encroaching unit or the common areas and facilities, as the case may be, so long as all or any part of the building containing any such unit shall remain standing, provided, however, that in no event shall a valid easement for any encroachment be created in favor of any unit owner or in favor of the unit owners as owners of the common areas and facilities if such encroachment occurred as to the willful conduct of such unit owner or owners.

11. Sale Or Lease Of A Unit

- a. Whenever there is a change of ownership of a unit and its appurtenant rights, for whatever reason, the management committee or the manager may require, as a condition of recognizing the new unit owner or owners as such, that the new unit owner or owners furnish evidence substantiating the new ownership.
- b. A unit owner may not lease, sublease, rent or in any way allow his unit to be leased, subleased or rented to any person, persons or business for a period of less than twelve (12) months. All tenants must sign a lease of at least twelve (12) months duration and said lease must be made available to the management committee upon request.

12. Agent For Service Of Process

The name and address of the person in Salt Lake County, State of Utah, appointed as the first agent to receive service of process in matters pertaining to the property as provided under the Utah Condominium Ownership Act is:

Michael Waddoups
925 East 900 South
Salt Lake City, UT 84105

The agent may be changed from time to time by filing appropriate instruments.

13. Taxes

Under Utah Code Annotated Section 57-8-27 (1953 as amended), each unit and its percentage of undivided interest in the common areas and facilities in the condominium project are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes authorized by law, and, as a result thereof, no taxes will be assessed or payable against the condominium project as such. Each unit owner shall, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the common areas and the facilities.

14. Right Of Entry

The management committee and its duly authorized agents shall have the right to enter any and all of the units in case of an emergency originating in or threatening such unit or any other part of the condominium project, whether or not the unit owner or occupant is present at the time. The management committee and its duly authorized agents shall also have the right to enter 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 condominium project, for the purpose of performing emergency installation, 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 condominium project, and provided further, that the unit owner affected by such entry shall first be notified thereof if available and if time permits.

15. Obligation To Comply Herewith

Each unit owner, tenant, or occupant of a unit shall comply with the provisions of the Act, this Declaration, the Bylaws, the rules and regulations, and all agreements and determinations lawfully made or entered into by the management committee or the association of unit owners when acting in accordance with their authority. Any failure to comply with any of the provisions thereof shall be grounds for an action by the management committee to recover any loss or damage resulting therefrom and/or for injunctive relief.

Scandia Village Condominiums

16. Indemnification Of The Management Committee

Each member of the management committee shall be indemnified and held harmless by the unit owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorneys' fees reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said committee, provided, however, a member of the management committee shall not be indemnified for acts of gross negligence or willful misconduct.

17. Certain Prohibitions Imposed On Unit Owners

Unless all holders of first mortgage liens on individual units have given their prior written approval, the unit owners shall not:

- a. Partition or subdivide any unit or the common area and facilities of the condominium project
- b. By act or omission, seek to abandon the condominium status of the condominium project except as provided by statute in case of substantial loss to the units and common areas and facilities of the condominium project

18. Amendment

The unit owners shall have the right to amend this Declaration and/or the Map upon the approval and consent of two-thirds (2/3) or more of the unit owners. Any amendment shall be accomplished by the recordation of an instrument wherein the management committee certifies that two-thirds (2/3) or more of the unit owners have approved and consented to any such amendment.

19. Severability

The invalidity of any one or more phrases, sentences, clauses, paragraphs, or sections hereof shall not affect the remaining portion of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law. In the event that one or more of the phrases, sentences, clauses, paragraphs, or sections contained herein should be invalid or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections was not inserted.

20. Gender

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

21. Topical Headings

The topical headings of the paragraphs contained in the Declaration are for convenience only and do not define, limit, or construe the contents of the paragraphs or of the Declaration.

22. Effective Date

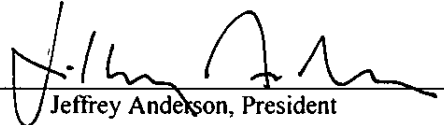
This Declaration shall take effect upon recording.

Scandia Village Condominiums


IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13 day of MAY, 2009.

DECLARANT:

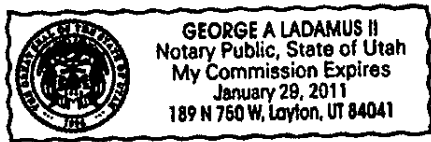
SCANDIA VILLAGE

By 
Jeffrey Anderson, President

ATTEST:


Carol Ruddell, Secretary

On this 13th day of May, 2009, personally appeared before me Jeffrey Anderson and Carol Ruddell, who, being by me duly sworn, did say they are the president and secretary, respectively, of Scandia Village, a Utah non-profit corporation, and that the within and foregoing instrument was signed by them on behalf of said corporation by authority of a resolution of its management committee and approval by a two-thirds majority of the unit owners, and duly acknowledged to me that said corporation executed this instrument.




Notary Public

My commission expires: January 29, 2011

Scandia Village Condominiums

Appendix A

LAND DESCRIPTION

Beginning at a point South 2394.25 feet and West 2652.32 feet from the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, which point is also N0°04'12"E 254.0 feet from the center of said Section, thence N78°38'52"E 248.51 feet, N0°04'12"E 197.89 feet to the centerline of an existing county road (Danish Road), thence S4°43'23"E 263.16 feet, 26°57'17"E 276.39 feet to a point on the east-west centerline of said Section 35, S26°57'17"E 38.61 feet, S72°02'00"W 801.62 feet, N36°45'31"W 351.81 feet to a point on said east-west centerline, thence N89°59'24"W 113.18 feet along said line N68°08'06"E 681.73 feet to the point of beginning. Contains 7.77 acres. Excepting therefrom the following dedicated roadway:

Beginning at a point which is South 2147.44 feet and West 2408.43 feet of the Northeast corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the centerline of an existing county road, and running thence S14°43'23"E 263.16 feet, S26°57'17"E 315.00 feet, S72°02'00"W 30.37 feet, N26°57'17"W 77.86 feet to the point of curvature of a 25.00 foot radius curve (Delta - 81°00'43"), thence 35.35 feet to the left along the arc of said curve to the point of tangency thence S72°02'00"W 76.89 feet to the point of curvature of a 125.00 foot radius curve (Delta - 25°36'08"), thence 55.86 feet to the right along the arc of said curve to the point of reverse curvature of a 99.07 foot radius curve (Delta - 25°36'08"), thence 44.27 feet to the left along the arc of said curve to the point of tangency, thence S72°02'00"W 396.49 feet to the point of curvature of a 25.00 foot radius curve (Delta - 44°32'24"), thence 19.43 feet to the left along the arc of said curve to the point of reverse curvature of a 50.00 foot radius curve (Delta - 160°17'17"), thence 139.88 feet to the right along the arc of said curve to the point of reverse curvature of a 25.00 foot radius curve (Delta - 44°32'24"), thence 19.43 feet to the left along the arc of said curve to the point of tangency, thence N36°45'31"W 54.73 feet to the point of curvature of a 125.00 foot radius curve (Delta - 18°47'31"), thence 41.00 feet to the right along the arc of said curve to a point of tangency, thence N17°58'00"W 25.07 feet to the point of curvature of a 105.00 foot radius curve (Delta - 18°47'31"), thence 34.44 feet to the left along the arc of said curve to the point of tangency, thence N36°45'31"W 47.03 feet, N68°08'06"E 51.72 feet, S36°45'31"E 33.74 feet to the point of curvature of a 155.00 foot radius curve (Delta - 18°47'31"), thence 50.84 feet to the right along the arc of said curve to the point of tangency, thence S17°58'00"E 25.07 feet to the point of curvature of a 75.00 foot radius curve (Delta - 18°47'31"), thence 24.60 feet to the left along the arc of said curve to the point of tangency, thence S36°45'31"E 74.01 feet to the point of curvature of a 25.00 foot radius curve (Delta - 71°12'29"), thence 31.07 feet to the left along the arc of said curve to the point of tangency, thence N72°02'00"E 240.51 feet to the point of curvature of a 25.00 foot radius curve (Delta - 152°10'55"), thence 66.40 feet to the left along the arc of said curve to the point of reverse curvature of a 50.00 foot radius curve (Delta - 152°10'55"), thence 132.80 feet to the right along the arc of said curve to the point of tangency, thence N72°02'00"E 30.00 feet to the point of curvature of a 50.00 foot radius curve (Delta - 152°10'55"), thence 132.80 feet to the right along the arc of said curve to the point of reverse curvature of a 25.00 foot radius curve (Delta - 152°10'55"), thence 66.40 feet to the left along the arc of said curve to the point of tangency, thence N72°02'00"E 75.25 feet to the point of curvature of a 149.07 foot radius curve (Delta - 25°36'08"), thence 66.61 feet to the right along the arc of said curve to point of reverse curvature of a 75.00 foot radius curve (Delta - 25°36'08"), thence 33.51 feet to the left along the arc of said curve to the point of tangency, thence N72°02'00"E 61.07 feet to the point of curvature of a 25.00 foot radius curve (Delta - 98°59'17"), thence 43.19 feet to the left along the arc of said curve to the point of tangency, thence N26°57'17"W 131.73 feet, N14°43'23"W 152.78 feet, N00°04'12"E 117.50 feet to the point of beginning. Containing 1.75 acres.

Scandia Village Condominiums

Appendix B

OWNERSHIP OF COMMON AREAS AND FACILITIES

Unit Number	Building Number	Number of Bedrooms	Percent Ownership
1A	1	3	2.13
1B	1	3	2.13
2A	2	3	2.13
2B	2	3	2.13
3A	3	2	2.22
3B	3	2	2.22
4A	4	2	2.22
4B	4	2	2.22
5A	5	2	2.22
5B	5	2	2.22
6A	6	2	2.22
6B	6	2	2.22
7A	7	2	2.22
7B	7	2	2.22
8A	8	3	2.13
8B	8	3	2.13
9A	9	3	2.13
9B	9	3	2.13
10A	10	2	2.22
10B	10	2	2.22
11A	11	2	2.22
11B	11	2	2.22
12A	12	2	1.90
12B	12	2	1.90
13A	13	2	1.90
13B	13	2	1.90
14A	14	2	1.90
14B	14	2	1.90
15A	15	2	1.90
15B	15	2	1.90
16A	16	2	1.90
16B	16	2	1.90
17A	17	3	2.13
17B	17	3	2.13
18A	18	3	2.13
18B	18	3	2.13
19A	19	3	2.13
19B	19	3	2.13
20A	20	3	2.13
20B	20	3	2.13
21A	21	2	1.90
21B	21	2	1.90
22A	22	2	1.90
22B	22	2	1.90
23A	23	2	1.90
23B	23	2	1.90
24A	24	2	2.22
24B	24	2	2.22

Scandia Village Condominiums

Appendix C

BYLAWS OF SCANDIA VILLAGE CONDOMINIUMS

1. Identity

These are the Bylaws of Scandia Village Condominiums, duly made and provided for in accordance with Utah Code Annotated, Section 57-8-16 (1953 as amended) of the Utah Condominium Ownership Act. All words defined in the Declaration to which these Bylaws are appended have the same meaning in these Bylaws unless defined otherwise.

2. Application

All present or future owners, tenants, occupants, or any other persons who might use the units and/or common areas and facilities of Scandia Village Condominiums in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the units or the mere act of occupancy or use of any of said units or the common areas and facilities will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

3. Operation And Maintenance Of The Condominium Project

The management committee shall be responsible for the maintenance, control, operation and management of this condominium project in accordance with the provisions of the Act, the Declaration, these Bylaws, and such other rules and regulations as the association of unit owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the management committee.

4. Administration Of The Condominium Project

- a. Place of meetings. Meetings of the unit owners shall be held in such place within the State of Utah as the management committee may specify in the notice.
- b. Annual meetings. The regular meeting of the unit owners shall be held during January of each year, provided that the management committee may by resolution fix the date of the annual meeting on such date as the management committee may deem appropriate. Unit owners will be notified of the date, time and place of the annual meeting at least twenty (20) days prior to said annual meeting.
- c. Special meetings. Special meetings of the unit owners may be called at any time by written notice signed by a majority of the management committee, or by owners having thirty percent (30%) or more of the total votes, delivered not less than ten (10) days prior to the date fixed for said meeting. Such meeting shall be held on the property or such other place as the management committee may specify and the notice thereof shall state the date, time and place of the meeting and the matters to be considered.
- d. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been received three (3) days after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to each unit owner at the address given by such person to the management committee or the manager for the purpose of service of such notice or to the unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the management committee or manager.
- e. Voting rights. Each unit owner has the right to one vote per unit. When more than one person holds an interest in a unit, the vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such unit.
- f. Quorum. At any meeting of the unit owners, the unit owners represented, either in person or by proxy, at such meeting shall constitute a quorum for any and all purposes, except where, by express provisions, a greater vote is required, in which event a quorum shall be the number required for such vote.
- g. Voting. When a quorum is present at any meeting, the vote of unit owners representing the majority of unit owners present in person or represented by proxy shall decide any question of business brought before such meeting, including the election of the management committee, unless the question is one upon which, by express provision of the Declaration or Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing and, in the case of proxies for the annual meeting, they shall be received by the management committee at least five (5) days prior to said annual meeting. Proxies for special meetings of the unit owners must be of record with the management committee at least two (2) days prior to said special meeting.

Scandia Village Condominiums

- h. Waivers of notice. Any unit owner may at any time waive any notice required to be given under these Bylaws or by statute. The presence of a unit owner in person at any meeting of the unit owners shall be deemed such a waiver.

5. Management Committee

- a. Purpose and powers. The business, property and affairs of the condominium project shall be managed and governed by the management committee.
- b. Composition. The committee shall be composed of five (5) members. At each annual meeting of the unit owners, any vacant seat on the management committee shall be filled with a member elected for a two (2) year term. Only unit owners or officers or agents of owners other than individuals shall be eligible for management committee membership. At the annual meeting, each unit owner may cast one vote in favor of as many candidates for management committee membership as there are seats on the management committee to be filled.
- c. Attendance at meetings. Any management committee member who fails on three (3) successive occasions to attend management committee meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all management committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In the event a committee seat becomes vacant, the remaining committee members shall elect a replacement to sit on the committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits his seat as herein provided, a member shall serve on the committee until his successor is elected.
- d. Officers.
1. Designation and election. The principal officers of the management committee shall be a president, a vice-president, a secretary, and a treasurer, all of whom shall be elected by and from the management committee. The secretary and treasurer may be the same person. The management committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the management committee immediately following the annual meeting of the unit owners, provided, however, that elections of officers may be held at any other meeting of the management committee.
 2. Other officers. The management committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the management committee.
 3. Removal of officers and agents. All officers and agents shall be subject to removal, with or without cause, at any time, by the affirmative vote of the majority of the then members of the management committee.
 4. President. The president shall be the chief executive of the condominium project and shall exercise general supervision over its property and affairs. He shall sign, on behalf of the condominium project, all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the management committee may require of him. He shall preside at all meetings of the unit owners and of the management committee. He shall have all of the general powers and duties which are normally vested in the office of the president of a corporation, including but not limited to the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the condominium project.
 5. Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president or the vice-president is able to act, the management committee shall appoint some other member thereof to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be prescribed by the management committee.
 6. Secretary. The secretary shall keep the minutes of all meetings of the management committee and of the unit owners. He shall have charge of the books and papers as the management committee may direct and he shall in general perform all the duties incident to the office of secretary.
 7. Treasurer. The treasurer shall have the responsibility for the funds and securities of the management committee and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the management committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name and to the credit of the management committee in such depositories as may from time to time be designated by the management committee.

Scandia Village Condominiums

- e. Regular meetings. A regular annual meeting of the management committee shall be held immediately after the adjournment of each annual meeting of the unit owners. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the president or the management committee may from time to time designate.
 - f. Special meetings. Special meetings of the management committee shall be held whenever called by the president, the vice-president, or by three (3) or more members. By unanimous consent of the management committee, special meetings may be held without call or notice at any time or place.
 - g. Quorum. A quorum for the transaction of business at any meeting of the management committee shall consist of three (3) members of the management committee.
 - h. Voting. When a quorum is present at any meeting, the vote of three (3) or more management committee members shall decide any question of business brought before such meeting unless the question is one upon which, by express provision of the Declaration or Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.
 - i. Compensation. Members of the management committee shall not receive any stated salary or compensation for their service as management committee members provided that nothing herein shall be construed to preclude any member of the management committee from serving the condominium project in any other capacity and receiving compensation therefore. Furthermore, management committee members shall be reimbursed for all expenses reasonably incurred in connection with management committee business.
 - j. Waiver of notice. Before or at any meeting of the management committee, any member thereof may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the management committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.
 - k. Fidelity bonds. The management committee in its sole discretion may require that all officers or employees of the management committee handling or responsible for funds obtain fidelity bonds. The premium on such fidelity bonds shall be paid by the management committee.
6. Allocation And Payment Of Common Expenses
- a. Each and every unit owner shall pay an equal share of the common expenses. To determine a unit owner's share of the common expenses, the aggregate amount of the common expense in question shall be divided by 48 and the result multiplied by the number of units owned by the unit owner.
 - b. Payment of common expenses shall be in amounts and at such times as determined by the management committee and approved by a majority of those unit owners represented, either in person or by proxy, at a meeting of the unit owners except as described in paragraph 6c herein.
 - c. In assessing unit owners to pay for improvements to the common areas and facilities, no assessment for a single improvement in the nature of a capital expenditure exceeding the sum of two thousand five hundred dollars (\$2,500.00) shall be made without the same having been first voted on and approved by two-thirds (2/3) or more of the unit owners represented, either in person or by proxy, at a meeting of the unit owners.
 - d. Each and every unit owner shall pay the management committee in cash his allocated portion of the common expenses required to manage, operate and improve the condominium project upon the terms, at the times, and in the manner herein provided without any deduction, set-off or claim which the owner may have against the management committee. There shall be a lien for nonpayment of common expenses as provided by Utah Code Annotated, Section 57-8-20 (1953 as amended).
 - e. The common expenses referred to above for each year, or portion of a year, are hereby defined and shall be deemed to be such aggregate sum to be paid by all owners of the condominium project to enable the management committee to pay all estimated expenses and outlays of the management committee to the close of such year, growing out of or in connection with the maintenance, operation or improvement of common areas and facilities but excluding expenses related to limited common areas and facilities, which sum may include, among other things, the cost of management; special assessments; fire, casualty and public liability insurance premiums; common lighting; landscaping and the care of grounds; repairs, renovations and improvements to common areas and facilities; snow removal; wages; water and charges; legal and accounting fees; management fees; expenses and liabilities incurred by the management committee under or by reason of this Declaration; the payment of any deficit remaining from the previous period; the creation of a reasonable contingency or other necessary reserve or surplus fund; as well as all other costs and expenses relating to the condominium project. The management 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

Scandia Village Condominiums

which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter although not payable in that year.

- f. That portion payable by the unit owner for each year, or portion of a 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 a year, determined by dividing the aggregate amount equally between all unit owners. One-twelfth (1/12) of such assessment, together with any additional sums accruing under this Declaration, 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 management committee.
- g. If the unit owner shall at any time let or sublet the unit and shall default for a period of one month in the payment of any 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 unit the rent due or becoming due, and payment of such rent to the management committee shall be sufficient payment and discharge of such tenant or subtenant and the owner to the extent of the amount so paid.
- h. Each monthly assessment and each special assessment shall be separate, distinct, and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the unit owner plus interest at ten percent (10%) per annum, and costs, including reasonable attorneys' fees, shall become a lien upon such unit upon recordation of a notice of assessment as provided by the Act. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except tax and special assessment liens on the unit in favor of any assessment unit or special district, and encumbrances on the owner's interest in the unit and common areas and facilities recorded prior to the date such notice is recorded.

7. Insurance

- a. Insurance maintained on behalf of the association of unit owners. The management committee shall secure and maintain the following insurance coverage on the condominium project:
 - 1. Fire and extended coverage. A policy or policies of fire insurance, with an extended coverage endorsement, for the full insurable replacement value of the common areas and facilities.
 - 2. Liability coverage. A policy or policies insuring the management committee, the manager and their agents and employees, the unit owners and their lessees, tenants, or occupants against any liability to the public or to a unit owner incident to the ownership and/or use of the common areas and facilities. Limits of liability under such insurance shall not be less than \$100,000.00/\$300,000.00 for bodily injury, and shall not be less than \$50,000.00 for property damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the management committee and changed at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of a named insured under the policy or policies shall not be prejudiced in respect to his, her or their action against another named insured.
 - 3. Workmen's Compensation to the extent necessary to comply with any applicable laws.
 - 4. Insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use.
 - 5. Exclusive authority to adjust losses under policies hereafter in force in the condominium project shall be vested in the management committee or its authorized representatives.
 - 6. Each unit owner must obtain additional insurance at his own expense, provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the management committee, on behalf of the unit owners, may realize under any insurance policy which the management committee may have in force on the condominium project at any particular time.
- b. Insurance maintained by the unit owner. Each unit owner is required to maintain an individual homeowner's policy in addition to the insurance coverage maintained on behalf of the association of unit owners.
 - 1. The unit owner's insurance must cover damage to or destruction of the unit owned by the individual unit owner and certain items in the common areas and facilities, including, but not limited to, damage or destruction caused by fire. Covered items must include, but are not limited to, sheetrock on all walls and ceilings; windows and window frames; doors; garage door; stairwell; appliances; fixtures; mechanical equipment and appurtenances located within any one unit or located outside said unit but designated and designed to serve only that unit; all pipes, wires, conduits or other public utility lines or installations

Scandia Village Condominiums

constituting a part of the unit and serving only that unit including sewer; water main that enters the unit and pipes within the unit; electrical receptacles and outlets; air conditioning and compressors and other air cooling apparatuses; water heaters and water softeners; all decorated interiors and surfaces of interior walls, floor coverings, ceilings and trim, consisting of wallpaper, paint, wood floors, carpeting and tile; patio, porch, and/or deck, along with any covering of said patio, porch or deck; interior of garage, storage and any other areas which shall pass with the title to the unit with which it is associated; and any limited common areas and facilities that are reserved for the use of the individual unit.

2. Damages to or losses of property within a unit or the limited common area and facility appurtenant to said unit, results of any accidents or negligence causing damage to a unit or to the common areas and facilities, and/or damages or losses that are caused by items that are the unit owner's responsibility to operate, maintain, repair or replace, are the unit owner's responsibility to insure. This applies to leased, rented or unoccupied units as well.
3. If a unit owner fails to maintain adequate insurance, the unit owner is still responsible for any and all claims arising from the ownership, use and/or occupancy of his unit and for any and all damage to or destruction of his unit and/or the common areas and facilities said unit owner is required by this Declaration to insure.
4. Personal property insurance and personal liability insurance is the sole responsibility of the unit owner or occupant.
5. In the event a claim involving a unit is filed against any policy of insurance maintained by the management committee on behalf of the association of unit owners, the management committee may require the unit owner to pay any applicable deductible.
6. Unit owners who maintain rental properties are advised to require their renters to carry adequate personal property insurance and personal liability insurance in addition to the homeowner's insurance the unit owner must maintain.

8. Maintenance Of Units

- a. Each unit owner at his own expense shall keep the interior of his unit and its equipment and interior appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of his unit.
- b. Except to the extent that the association of unit owners is protected by insurance against such injury, the unit owner shall repair at his own expense all injury or damages to the unit or condominium project caused by the act, negligence or carelessness of the unit owner or that of any lessee or sub-lessee or any member of the unit owner's family or of the family of any lessee or sub-lessee or any agent, employee or guest of the owner or his lessee or sub-lessee and all such repairs, redecorating and painting shall be of a quality and kind equal to or better than the original work.
- c. In addition to decorating and keeping the interior of the unit in good repair, the unit owner shall be responsible for the maintenance, repair or replacement of any plumbing, wiring, fixtures, refrigeration, air conditioning and heating equipment, dishwashers, disposals, ranges, and any other appliances that may be in or connected to his unit.
- d. A unit owner shall not make or permit to be made any structural alteration, improvement, or addition in, or to, the unit, patio or courtyard, 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 without the prior written permission of the management committee.
- e. Each unit owner shall at his own expense assume responsibility for any and all necessary professional treatment in the event of termite infestation. Any damage to a unit or the building surrounding a unit caused by termite infestation will be the responsibility of the unit owner to repair at his own expense.

9. Accounting

- a. Books and accounts. The books and accounts of the management committee shall be kept under the direction of the treasurer and in accordance with reasonable standards of accounting procedures.
- b. Report. At the close of each accounting year, the books and records of the management committee shall be reviewed by a person or firm approved by the management committee. A report of such review shall be prepared and submitted to the unit owners at or before the annual meeting of the unit owners, provided, however, that a certified audit by a certified public accountant approved by the unit owners shall be made if at least seventy-five percent (75%) of the unit owners determine to do so.

Scandia Village Condominiums

- c. Inspection of books. Financial reports, such as are required to be furnished, shall be available at the principal office of the management committee or the manager for inspection at reasonable times by any unit owner.

10. Administrative Rules and Regulations

- a. The management committee shall have the power to adopt and establish by resolution such management and operational rules as it may deem necessary for the maintenance, operation, management, improvement and control of the condominium project. The management committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules, has been furnished to the unit owners, such amendment, alteration or provision shall be taken to be part of such rules.
- b. 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 execute control or supervision, it being understood that such rules shall apply and be binding upon all unit owners, tenants, occupants and guests. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part hereof.

11. Amendment

The unit owners shall have the right to amend these Bylaws upon the approval and consent of two-thirds (2/3) or more of the unit owners. Any amendment shall be accomplished by the recordation of an instrument wherein the management committee certifies that two-thirds (2/3) or more of the unit owners have approved and consented to any such amendment.