

**OAKHILLS CONDOMINIUM
SECOND AMENDED AND RESTATED ENABLING
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS, AND BYLAWS**

This Oakhills Condominium Second Amended Declaration of Covenants, Conditions, and Restrictions (“Declaration”) is made effective when recorded with the Salt Lake County Recorder’s Office by the Oakhills Condominium Owners’ Association doing business as Bench Tower Condominiums pursuant to the provisions of the Utah Condominium Ownership Act, §57-8-1, et seq., Utah Code Annotated 1953, as amended (“Act”).

W I T N E S S E T H:

WHEREAS, the Utah condominium project known as Oakhills Condominium (“Bench Tower”) was originally made subject to that certain instrument entitled the “Oakhills Condominium Declaration of Covenants, Conditions and Restrictions and Bylaws”, recorded with the Salt Lake County Recorder on March 26, 1985 as Entry Number 4066460 (herein the “Original Declaration”).

WHEREAS, The Original Declaration was amended by the “Oakhills Condominium First Amended and Restated Enabling Declaration of Covenants, Conditions and Restrictions, and By-Laws”, recorded with the Salt Lake County Recorder on December 19, 1988 as Entry Number 4716061 (“Amended Declaration”).

WHEREAS, The Amended Declaration was amended by the “Oakhills Condominiums First Supplement to the First Amended and Restated Enabling Declaration of Covenants, Conditions and Restrictions” and By-Laws, which was recorded with the Salt Lake County Recorder on April 18, 1997 as Entry Number 6623229.

WHEREAS, the Association has determined that it is in its best interest to amend and restate the Amended Declaration in its entirety.

WHEREAS, the property subject to this Declaration is described in the Survey Map, and in Appendix B attached hereto.

WHEREAS, Section 24 of the Amended Declaration states that it may be amended upon the approval of Owners holding at least 67% of the Association’s voting power.

WHEREAS, at least 67% of the Association’s voting power has approved this Declaration as evidenced by Appendix D. At least 67% of the Mortgagees have also consented to this Declaration as provided in the Act at U.C.A. §57-8-41. The signature hereinafter of the president of the Association certifies and attests that such voting was obtained.

NOW, THEREFORE, in consideration of the foregoing, the Association does hereby amend and restate, in its entirety, the Amended Declaration and any amendments and supplements thereto, whether noted above or not, and publish and declare that all of the Property described herein is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses

limitations and obligations, all of which are declared and agreed and shall be deemed to run with the Land.

1. NAME OF THE CONDOMINIUM PROJECT.

The name by which this condominium project shall be known is Bench Tower Condominiums. Hereinafter referred to as "Bench Tower". Bench Tower was formerly known as Oakhills Condominium.

2. DEFINITIONS.

(a) "Act" shall mean the Utah Condominium Ownership Act, codified beginning at U.C.A. §57-8-1, as the same may be amended from time to time.

(b) "Articles" shall mean and refer to the Articles of Incorporation for the Association on file with the State of Utah, Division of Corporations and Commercial Code, as the same may be amended from time to time.

(c) "Assessments" shall mean any charge imposed or levied by the Association against Units including, without limitation, monthly assessments, special assessments, individual assessments, and all corresponding late fees, fines, and interest, as provided herein.

(d) "Association" shall mean the Oakhills Condominium Owners' Association, a Utah non-profit corporation doing business as Bench Tower Condominiums, and any successor in interest.

(e) "Bench Tower" shall mean and refer to the condominium project made subject to this Amended Declaration, which includes the Property defined below.

(f) "Bench Tower Documents" shall mean and refer collectively to the Declaration, Map, Articles, Bylaws, and the Rules.

(g) "Building" shall mean the residential structure containing Units and comprising a part of the Property.

(h) "Bylaws" shall mean the bylaws adopted by the Association at any given time for the purpose of establishing the authorities and controls for the operation, management, and administration of the Association. The Bylaws are attached hereto as Appendix C.

(i) "Common Areas and Facilities" shall mean those portions of the Property described in Section 3(d) below or identified as common area on the Map.

(j) "Common Expense" shall mean: (1) all sums lawfully assessed against Units; (2) expenses of administration, maintenance, management, operation, repair, and replacement of the Common Areas maintained by the Association; (3) expenses allocated by the Association among the Owners; (4) expenses declared Common Expenses by the Declaration; and (5) other miscellaneous charges incurred by the Association or the Management Committee pursuant to the Act or the Bench Tower Documents.

(k) "County Recorder" shall mean and refer to the Salt Lake County Recorder's Office.

(l) "Decks" shall mean those patios, decks, or balconies that are immediately adjacent to and contiguous with certain Units as more particularly identified in the Survey Map. Decks are identified as "decks" on the Survey Map.

(m) "Institutional Holder" shall mean a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under Federal or State laws, any corporation or insurance company, or any Federal or State agency.

(n) "Land" shall mean the land described in the Survey Map, as defined below, and as described in Appendix B attached hereto.

(o) "Limited Common Areas and Facilities" shall mean those portions of the Property described in Section 3(e) below or identified as limited common area on the Map.

(p) "Lease" shall mean any agreement for the leasing or rental of a Unit.

(q) "Management Committee" shall mean a committee of not less than three nor more than five persons elected by the Unit Owners to manage the affairs of the Association, as more particularly provided for in the Bylaws of the Association.

(r) "Manager" shall mean a person, persons, or entity, if any, selected by the Management Committee to manage the affairs of the Property or the Association.

(s) "Mortgage" shall mean a deed of trust as well as a mortgage on a Unit.

(t) "Mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgage.

(u) "Property" shall mean and include the Land, the Building, all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.

(v) "Parking Space(s)" shall mean those parking stalls appurtenant to the Units as shown on the Survey Map.

(w) "Rules" shall mean and refer to the rules, regulations, policies, guidelines, or resolutions established by the Association, as amended.

(x) "Storage Space(s)" shall mean those storage rooms as shown on the Survey Map, which are assigned to Units.

(y) "Survey Map" or "Map" shall mean and refer to that certain Record of Survey Map, dated 28th day of March, 1985 consisting of 10 sheets, recorded with the County Recorder as Entry No 4066459, in Book 85-3 at Page 53; as the same may be amended from time to time.

(z) "Unit" shall mean an individual air space unit consisting of enclosed rooms within a part of the Building, as more particularly described in Section 3(c) of this Declaration.

(aa) "Unit Owner" or "Owner" shall mean and refer to the record owner, whether one or more owners, of a fee simple title to any Unit and an undivided interest in the Common Areas and Facilities in the percentage specified and established in Appendix A attached hereto and incorporated herein by reference. Unit Owner shall not include persons purchasing a Unit under contract unless the selling Unit Owner specifically designates the purchaser as the Unit Owner in writing delivered to the Management Committee and recorded with the County Recorder.

3. DETAILED DESCRIPTION

(a) Description of Land. The Land is located in Salt Lake County, State of Utah, and is more particularly described on Appendix B attached hereto and incorporated herein by reference.

(b) Description of Building.

(1) Bench Tower includes one (1) Building.

(2) The Building has thirteen (13) stories plus three (3) underground parking levels.

(3) The Building has a total of eighty (80) Units.

(4) The principal construction materials used are as follows: post-tension concrete slab with concrete columns, interior sheetrock or metal studs; exterior materials consist of sand-blasted concrete fired in place. Each Unit is supplied with electricity, gas, water, and sewage service.

(5) A description of all other significant improvements contained or to be contained in Bench Tower are as follows: sky room, exercise room, and landscaping.

(c) Description of Units. The number of each Unit, its location and square footage, number of rooms, immediate Common Areas and Facilities to which it has access, together with the Parking Space or Parking Spaces appurtenant to said Unit are as set forth in the Survey Map or as otherwise described herein. Access to the Common Areas and Facilities from each Unit is through a hallway, stairway, or entryway and by walkways in the Common Areas and Facilities. A Unit consists of (1) the separate physical part of the Property intended for independent use, consisting of rooms or spaces located in the Building as generally identified in the Survey Map; (2) mechanical equipment and appurtenances located within any one Unit or located without said Unit but designed and designated to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures, and the like; (3) all decorated interiors; wallboard and drywall; surfaces of interior walls, floors, windows, and the entrance door to the Unit; (4) all pipes, wires, conduits, or other utility lines or installations constituting part of the Unit

and serving only the Unit, whether within or outside the boundaries of the Unit; (5) any structural members or any other property of any kind, including fixtures and appliances within any Unit which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the Building within which the Unit is situated, and (6) any other component, area, or fixture designated as part of a Unit in this Declaration.

(d) Description of Common Areas and Facilities. The Common Areas and Facilities consist of (1) the land included within the Property; (2) the foundations, exterior building surfaces and walls (including windows), columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, entrances, and exits of the Building; (3) the parking spaces or storage spaces not specifically assigned to a Unit; (4) installations of central services such as power, light, gas, hot and cold water, heating, and air conditioning; (5) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; (6) the sky room and exercise room and such other community facilities as may be provided in this Declaration or the Map; (7) all wires, drains, and pipes serving more than a single Unit; (8) all portions of the Property not contained within any Unit or within the Limited Common Areas; and (9) all other parts of the Property necessary or convenient to its existence, maintenance, and safety, or normally in common use or identified as part of the Common Areas and Facilities on the Map.

(e) Description of Limited Common Areas and Facilities. Limited Common Areas and Facilities are reserved for the use of certain Units to the exclusion of other Units. The Limited Common Areas and Facilities shall be the Storage Spaces, the Parking Spaces, as well as the Decks. The use and occupancy of designated Limited Common Areas and Facilities shall be reserved to its associated or assigned Unit and each Owner is hereby granted an irrevocable license to use and occupy said Limited Common Areas and Facilities.

(f) Ownership Fraction and Voting Rights. The fraction of undivided interest in the Common Areas and Facilities appertaining to each Unit and its Unit Owner for all purposes, including shares in the Association for voting and responsibility for Common Expense, is set forth in Appendix A attached hereto and made a part hereof as if herein set forth in full.

4. USE RESTRICTIONS.

The Units, Common Areas and Facilities, and Limited Common Areas and Facilities shall be occupied and used as follows:

(a) A Unit Owner shall not occupy or use his/her Unit or permit the same or any part thereof to be occupied or used, for any purpose other than for the personal use for dwelling purposes of the Unit Owner and the Unit Owner's family or the Unit Owner's guests, renters or lessees.

(b) No Unit Owner shall be permitted to lease his/her Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Any Lease shall be for an initial term of at least 12 months and shall provide that the terms of the Lease shall

be subject in all respects to the provisions of the Bench Tower Documents and that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease. All Leases shall be in writing. Lessees shall be jointly and severally liable with the Owner for violations of the Bench Tower Documents, including the levying of fines for any such violation. A copy of any Lease shall be provided to the Association along with the name and contact information for all lessees, vehicle descriptions of all lessees, and any other information so requested, within ten (10) days of occupancy. Within ten (10) days after delivery of written notice of the creation of a nuisance or violation of the Bench Tower Documents, the Owner shall proceed promptly to either abate or terminate the nuisance or cure the default and notify the Management Committee in writing of his/her intentions. If the Owner fails to act accordingly, the Management Committee may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so.

(c) No commercial business shall be permitted within the Property unless approved by the Management Committee, or (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for Bench Tower; and (c) the business activity is consistent with the residential character of Bench Tower and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Management Committee. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section.

(d) There shall be no obstruction of the Common Areas and Facilities. Except in the case of designated storage areas, nothing shall be stored in the Common Areas and Facilities without the prior written consent of the Management Committee.

(e) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or Limited Common Areas or Facilities which will increase the rate of insurance on the Property without the prior written consent of the Management Committee. No Owner shall permit anything to be done or kept in his/her Unit, Common Areas and Facilities or in the Limited Common Areas and Facilities which will result in the cancellation of insurance of any Unit, or any part of the Common Areas and Facilities or Limited Common Areas and Facilities, or which would be in violation of any law.

(f) No signs, holiday décor, flags, and the like shall be displayed to the public view or from any Unit or from the Common Areas and Facilities or Limited Common Areas and Facilities except as expressly allowed by the Management Committee.

(g) No animals, livestock, reptiles, rodents, or poultry of any kind shall be kept or bred in any Unit or elsewhere within the Property. Notwithstanding the foregoing, each Unit may have one (1) small domestic dog (not to exceed 25 pounds in weight) or up to two (2) cats as household pets within any Unit, if they are not kept, bred, or raised for commercial purposes. In addition, a Unit may have up to two (2) birds so long as they are caged and there are no complaints from other residents. A dog weighing in excess of 25 pounds may, in the sole discretion of the Management Committee, be

removed from the Property or be allowed to stay with payment of an additional monthly fee established by the Management Committee. The Association can prohibit any animal that in the sole and exclusive opinion of the Management Committee constitutes a nuisance to any other resident or to the Property. Each person bringing or keeping a pet upon the Property shall be liable to other Owners, their family members, guests, invitees, and tenants for any damage to persons or property proximately caused by any pet brought upon or kept upon the Property by that person, or by members of his/her family, his/her guests, or invitees. Animal owners shall be strictly liable for all damage caused by their animals to another person or another's property.

(h) No noxious or offensive activity shall be carried on in any Unit, in the Common Areas and Facilities or Limited Common Areas and Facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to any other Unit Owners.

(i) At no time shall aluminum foil, blankets, rugs, paint, or such other material as determined by the Management Committee be placed in windows or used as a covering on a Deck. Any window, door, or Deck covering visible from the exterior of the Building shall be subject to Rules adopted by the Management Committee.

(j) Nothing shall be altered or constructed in or removed from the Common Areas and Facilities or Limited Common Areas and Facilities, except upon the prior written consent of the Management Committee.

(k) There shall be no violation of the Rules for the use of the Common Areas and Facilities or Limited Common Areas and Facilities adopted by the Management Committee and furnished in writing to the Owners. The Management Committee is authorized to adopt such Rules so long as they are not inconsistent with the Declaration.

(l) Except for certain Units grandfathered in the Rules, the Property is a smoke-free community. Smoking shall be prohibited everywhere within the Property including, without limitation, inside individual Units, and indoor and outdoor Common and Limited Common Areas and Facilities. No Owner shall, within Bench Tower, smoke, or permit smoking by any guests, family members, invitees, and tenants. Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, electronic cigarette, other product containing any amount of tobacco, or other similar heated, smoldering, or lit product. The use, manufacture, and/or selling of illegal drugs is also prohibited throughout Bench Tower. Any Units that are grandfathered in the Rules, remain subject to applicable laws regarding second-hand smoke nuisances.

(m) No radio, stereo, broadcast, or loudspeaker units shall be placed upon or outside, or be directed to the outside of any Unit without the prior written approval of the Management Committee.

(n) No repairs of any detached machinery, equipment, motor vehicles and the like as determined by the Management Committee shall be made upon the Property, except for limited emergency repairs.

5. MAINTENANCE

The maintenance, repair, and replacement obligations of the Association and Owners shall be as follows:

(a) Maintenance Responsibilities of Owners. Owners are responsible for the maintenance, repair, and replacement of the Unit. Each Owner shall ensure that the interior of his/her Unit and its equipment and appurtenances are kept in good order, condition, and repair, are safe, and are in a clean and sanitary condition. All Unit maintenance and repairs shall be in compliance with applicable building codes. In addition to maintaining the interior of a Unit in good repair, the Owner shall be responsible for ensuring proper maintenance of the doors (including any sliding doors and the interior side of the Unit entrance door), door locks, any heating or ventilating equipment, electrical equipment, hot water equipment, plumbing fixtures, lighting fixtures, or any other equipment or fixtures that may be in or used exclusively by the Unit. Owners shall also be responsible to maintain, repair, and replace windows, window frames, and glass surfaces serving their Units. Owners shall also be responsible for the maintenance and repair of any utility pipe or line or system that solely services their Unit, and all ducts, wires, conduits, and other accessories solely used therewith. An Owner may make nonstructural alterations within the Owner's Unit, but an Owner shall not make any structural alterations to any part of the Unit or any alterations to the exterior of a building, the Common Areas and Facilities, or the Limited Common Areas and Facilities without the prior written approval of the Management Committee. Any Unit maintenance, repair, or remodeling project involving any of the following scenarios shall require written pre-approval from the Management Committee: (1) any use of the Common Areas and Facilities for staging, storage, assembly, or construction, (2) any nuisance, (3) any blocking of the Common Areas and Facilities by vehicles, materials, or persons, or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to the remodeling. The Management Committee may, in its discretion, require that certain repairs, remodeling, or modifications, if allowed, be made in a particular manner, by a properly licensed and insured person/contractor approved by the Management Committee, during certain hours, over a certain limited timeframe, or that they comply with particular material requirements or standards. All obligations set forth herein shall be fulfilled to the standards set by the Management Committee.

An Owner shall be liable for any and all injury, damage, and/or liability associated with or resulting from any remodeling or maintenance work including damage to the Unit, another Unit, or any Common Area and Facility or Limited Common Area and Facility. The Management Committee may require a refundable deposit or bond be made to secure the Association before any work is commenced, and create other Rules governing Unit Owner remodeling or maintenance work, including the establishment of an application process, the requirement that the work be performed by licensed and insured contractors or that certain standards and material requirements be met, or the setting of certain hours or timeframes during which the work must be performed.

(b) Common Areas and Facilities Maintenance. Except as otherwise provided in this Article 5, the Association shall provide for such maintenance, repair, replacement, and operation of the Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive, and generally in good condition and repair. The Association shall do all such other and further acts that the Management Committee deems necessary to preserve and protect the Common Areas and Facilities and the beauty thereof, in accordance with the general purposes specified in this Declaration.

(c) Limited Common Areas and Facilities Maintenance. All Limited Common Areas and Facilities' upkeep and maintenance shall be performed as necessary to keep them clean, safe, functional, attractive, and generally in good condition and repair as determined by the Management Committee.

(1) Owner Responsibility. Owners shall be responsible to keep the Limited Common Areas and Facilities appurtenant to their Units in a clean and tidy condition. Owners shall also be responsible for maintaining, repairing, and replacing the flooring of the Decks; any awnings, blinds, or the like upon or serving Decks; and the interior portions of their Storage Spaces.

(2) Association Responsibility. The Association shall be responsible for the repairs and replacement of the Limited Common Areas, unless it is the obligation of the Owners. The Association shall paint the railings of the Decks and replace the railings as needed. The Association shall maintain the Unit identification signage upon and paint the exterior portion of all Unit front entry doors located off of common hallways and walkways.

(d) Owner Failure to Perform. If an Owner fails to fulfill its maintenance requirements as provided in this Article 5 as may be deemed reasonably necessary in the discretion of the Management Committee to preserve and protect the attractive appearance, safety, and value of Bench Tower, following written notice from the Association, the Association shall have the right, but not the obligation, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to take the corrective action that the Management Committee deems necessary. Expenses incurred by the Association in taking the corrective action shall be levied against the Unit and its Owner as an individual Assessment.

(e) Owner Damage. If the need for maintenance, repair, or replacement of the Common Areas and Facilities or the Limited Common Areas and Facilities is caused through the willful or negligent act of an Owner or his/her guests or tenants, the Management Committee may cause the maintenance, repair, or replacement to be made and levy the resulting expenses of such work against the Owner as an individual Assessment.

(f) Other Components. The responsibility for the maintenance, repair, and replacement of items or Building components not expressly provided for in this Declaration shall be determined by the Management Committee.

6. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

(a) Theft. The Management Committee shall not be responsible to the Unit Owner for loss or damage by theft or otherwise, of articles which may be stored by the Unit Owner in his/her Unit or the Limited Common Areas and Facilities appurtenant thereto.

(b) Taxes/Liens. The Unit Owners shall pay when due all real estate taxes and assessments pertaining to the Units, the Limited Common Areas and Facilities appurtenant to the Unit, and if applicable, such Owner's undivided interest in the Common Areas and Facilities. The Unit Owner shall promptly discharge any lien (other than Mortgage liens) which may hereafter be filed against his/her Unit.

(c) Right to Combine Units. With the prior written consent of the Association, two Units may be utilized by the Owner(s) thereof as if they were one Unit. To the extent permitted in the written consent of the Association, any walls, floors, or other structural separations between any two such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, may, for as long as the two Units are utilized as one Unit, be utilized by the Owner(s) of the adjoining Units as Limited Common Areas and Facilities, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use, or enjoyment of other parts of the Property. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two Units which, but for joint utilization of the two Units, would have been occupied by such structural separations, shall be closed, at the equal expense of the Owner or Owners of each of the two Units and the structural separations between the two Units shall thereupon revert to Common Areas and Facilities.

(d) Title. Title to a condominium within the Property may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

(e) Inseparability. Title to no part of a Unit may be separated from any other part thereof and each Unit and the Limited Common Areas and Facilities and the undivided interest in the Common Areas and Facilities appurtenant to each Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete condominium, including Parking Spaces. Every devise, encumbrance, conveyance, or other disposition of a Unit, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

(f) Prohibition Against Subdivision of Unit. Except as provided in this Section 5, no Unit Owner, by deed, plat, or otherwise, shall subdivide or in any manner cause his/her Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map.

(g) Prohibition Against Structural Changes by Unit Owner. No Unit Owner shall, without first obtaining written consent of the Management Committee, make or permit to be made any structural alteration, improvement, or addition in or to his/her Unit or in or to the Common Areas and Facilities or in or to any Limited Common Areas and Facilities or cause an increase in insurance rates. No Unit Owner shall do any act or work that will impair the structural soundness or integrity of the Building, the safety of the Property, or impair any easement or hereditament without the written consent of all Owners. No Unit Owner may paint or decorate any portion of the exteriors of the Building or other Common Areas and Facilities.

(h) Exclusive Ownership and Possession by Unit Owner. Each Unit Owner shall be entitled to exclusive ownership and possession of his/her Unit. Each Unit Owner shall have an undivided interest in the Common Areas and Facilities as listed in Appendix A. The percentage of undivided interest appurtenant to each Unit as shown in Appendix A is permanent and may be altered only with the unanimous consent of two-thirds (2/3) of the Owners and any Mortgagees, expressed in a recorded amendment to this Declaration. The fraction of undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner may use the Common Areas and Facilities in accordance with the purposes for which they are intended, so long as he does not hinder or encroach upon the lawful rights of the other Unit Owners.

(k) No Partition. The Common Areas and Facilities shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

(l) Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his/her Unit. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas and Facilities or any part thereof, except the undivided interest therein appurtenant to his/her Unit. Any mortgage or other encumbrance of any Unit within Bench Tower shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

(m) Separate Taxation. Each Unit within the Bench Tower shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas and Facilities shall be apportioned among the Units in proportion to the undivided interests in the Common Areas and Facilities appurtenant to such Units. All such taxes, assessments, and other charges on each respective Unit shall be separately levied against the Owner thereof. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Unit.

(n) Mechanics Liens. No labor performed or material furnished for use in connection with any Unit, Limited Common Area and Facility with the consent or at the request of an Owner or his/her agent or subcontract or shall create any right to file a statement, claim, or notice of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas and Facilities, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed or such materials shall have been furnished.

(o) Description of Condominium. Every contract for the sale of a Unit and every other instrument affecting title to a Unit within Bench Tower may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all the rights incident to ownership of a Unit within Bench Tower and all of the limitations of such ownership.

7. EASEMENTS

(a) Easements for Encroachments. If any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas and Facilities, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas and Facilities or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building or any improvements constructed or to be constructed on the Property, by error in the Map, by settling, rising, or shifting the earth, or by changes in position caused by repair or reconstruction of the Property or any part thereof. In no event however shall a valid easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the willful or intentional conduct of such Owner.

(b) Entry for Repairs. The Association, existing by and through its Management Committee and their respective agents, may enter any Unit by giving reasonable notice of at least seven (7) days, unless in emergency situations reasonably perceived to be needed for the health and welfare of the Association, for any maintenance, inspection, landscaping, construction, or replacement for which the Association is responsible.

Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be promptly repaired by the Association out of the Common Expense fund.

(c) Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas and Facilities (other than Limited Common Areas and Facilities appurtenant to other Units) as necessary for access

to such Owner's Unit and to any Limited Common Areas and Facilities appurtenant to such Unit, and shall have the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be appurtenant to and pass with the title to each Unit. The foregoing notwithstanding, no entry shall be made on the roofs of the Building without the prior consent of the Management Committee or its designated Manager.

(d) Easements Deemed Created. All conveyances of Units shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

8. THE ASSOCIATION

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

(b) Votes. The number of votes appurtenant to each respective Unit shall be as shown in Appendix A attached hereto, which number shall have a permanent character and shall not be altered without the unanimous written consent of two-thirds (2/3) of Owners and any Mortgagees expressed in a duly recorded amendment to this Declaration.

Each Unit Owner, either in person or by proxy, shall be entitled to cast the number of votes assigned to the Unit(s) such Owner owns. Where there is more than one record Unit Owner, any or all of such persons may attend any meeting of the Association of Unit Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. The Association may conclusively presume the consent of all of the Unit's Owners when a vote is cast by a Unit with multiple Owners.

(c) Articles and Bylaws. Membership in the Association shall also be subject to the Articles and Bylaws of the Association.

(d) Amplification. The provisions of this Section may be amplified by the Articles and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

(c) Association as Manager. All duties, responsibilities, powers, and authority imposed upon or granted to the Management Committee or the Manager by the Act shall be duties, responsibilities, powers, and authority of the Association as the case may be. The Management Committee acts on behalf of the Association in all instances except those matters expressly reserved for a vote of the Owners.

9. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

(a) The Common Areas and Facilities. The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and Facilities and all improvements. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense fund.

(b) Manager. The Association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The Management Committee may retain the services of a Manager, unless rejected by 60% of the Association's voting power. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense fund.

(c) Personal Property. The Management Committee may acquire and hold, for the benefit of the Association of Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in such personal property shall held by the Unit Owners in the same proportion as their respective undivided interests in the Common Areas and Facilities, and shall not be transferable except with a transfer of a Unit. A transfer of a Unit shall vest in the transferee, ownership of the transferor's beneficial interest in such personal property.

(d) Reinvestment Fee. The Management Committee shall have the right to establish from time to time a "Reinvestment Fee" assessment in accordance with this Section and Utah Code §57-1-46. If established by the Management Committee, the following terms and conditions shall govern Reinvestment Fees: (i) Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the County Recorder, regardless of whether it is pursuant to the a sale of the Unit or not (as applicable, a "Transfer") the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount established by the Management Committee, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law; (ii) notwithstanding anything to the contrary contained in this Section, the Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code §57-1-46; and (iii) the Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an individual Assessment for collection purposes.

10. ASSESSMENTS

(a) Annual Budget. During the first quarter of each year, the Management Committee shall prepare, or cause the preparation of, and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance, repair, and replacement of the Common Areas and Facilities and for the administration, management, and operation of the Association. If the Management Committee fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted.

(b) Covenant to Pay Assessments. Each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees with each other and with the Association to pay to the Association all Assessments, and other fees, charges, and fines as provided in the Bench Tower Documents.

(c) Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Property. The use made by the Association of funds obtained from Assessments may include, but is not limited to, maintenance, repair, and replacement of the Common Areas and Facilities; payment of the costs of any Common Expense; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under the Bench Tower Documents.

(d) Monthly Assessments. Monthly Assessments shall be based on the annual budget. Monthly Assessments shall be due and payable monthly on the first day of each and every month and no separate notices of such monthly payment shall be required. At least sixty (60) days prior to the effective date of any change in the amount of the monthly Assessment, the Association shall give each Owner written notice of the amount.

(e) Special Assessments. In addition to the monthly Assessments, the Management Committee may levy in any calendar year special Assessments, payable over such a period as the Management Committee may determine. Notice in writing of the amount of any special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice.

(f) Individual Assessments. In addition to annual and special Assessments authorized above, the Management Committee may levy individual Assessments against a Unit and its Owner to reimburse the Association for: (a) administrative costs and expenses incurred by the Association in enforcing the Bench Tower Documents against the Owner or his/her guests or tenants; (b) costs associated with the maintenance,

repair, or replacement of Common Areas and Facilities caused by the neglect or actions of an Owner or his/her guests or tenants; (c) any other charge, fine, fee, expense, or cost designated as an individual Assessment in the Bench Tower Documents or by the Management Committee, including, without limitation, action taken to bring a Unit and its Owner into compliance with the Bench Tower Documents; (d) nonpayment of a reinvestment fee; and (e) attorney fees, court or collection costs, fines, and other charges relating thereto as provided in this Declaration.

(g) Allocation of Assessments. Monthly and special Assessments shall be imposed upon all Units based on their percentage interest in the Common Areas and Facilities as shown in Appendix A.

(h) Collection Charges. Assessments shall be paid in a timely manner. Assessments remaining unpaid ten (10) days after they were first due shall be delinquent and subject to a late fee in an amount established by the Management Committee. In addition, delinquent Assessments shall accrue interest at the rate of 18% per annum. Late fees and interest shall constitute part of the Assessment lien described herein. Whenever an Assessment is delinquent, the Management Committee may at its option invoke any one or more options or all of the sanctions granted in this Article or the Act.

(i) Personal Obligation and Lien. All Assessments, together with any interest, late fees, collection costs, and attorneys' fees if collection efforts become necessary shall be, constitute, and remain: (a) a charge and continuing lien upon the Unit with respect to which such Assessment is made; and (b) the personal obligation of the person who is the Owner of such Unit at the time the Assessment falls due. No Owner may exempt himself or his/her Unit from liability for payment of Assessments by waiver of his/her rights concerning the Common Areas and Facilities or by abandonment of his/her Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

(j) Collection Action at Law. The Association may exercise any or all of the following remedies to collect delinquent Assessments:

(1) The Association may suspend such Owner's voting rights.

(2) The Association shall have a lien against each Unit for any Assessment levied against the Unit and any fines or other charges imposed under the Bench Tower Documents against the Owner of the Unit from the date on which the Assessment, fine, or charge is due. At any time, any Assessment or installment thereof is delinquent, the Association, by and through its Management Committee or any Manager, may file a notice of lien with the

County Recorder against the Unit with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorneys' fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except a lien or encumbrance recorded before the original Declaration was recorded; a first or second security interest on the Unit secured by a Mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Unit. The Association through its duly authorized agents, may bid on the Unit at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Unit.

(3) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against the Unit Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(4) If the delinquent Owner is leasing his/her Unit or any portion thereof, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Management Committee shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

(5) The Association may terminate utilities paid out of the Common Expense and the right to use the Common Areas and Facilities, except ingress and egress to an Owner's Living Unit may not be restricted.

(6) Payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest Assessments, then the most recent Assessments.

(7) The Association shall have any other remedy available to it whether provided in the Bench Tower Documents, the Act, or other law or in equity.

(k) Trust Deed Provisions. Each Owner by accepting a deed to a Unit hereby conveys and warrants the Unit in trust with power of sale to the Association's attorney as trustee to secure performance of the Owner's obligations, to the Association, under the Bench Tower Documents.

11. AGENT FOR SERVICE OF PROCESS.

The registered agent listed with the Utah State Department of Commerce, Division of Corporations and Commercial Code shall be the person to receive service of process for the Association pursuant to §57-8-10(2)(d)(iii) of the Act, until such time as the Management Committee duly appoints a new agent.

12. DAMAGE OR DESTRUCTION; SALE.

In the event the Building and/or other improvements on the Land are damaged or destroyed by fire or other casualty or disaster, such Building and/or other improvements shall be promptly repaired, restored, or reconstructed to the extent required to restore them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries. Such repairs, restoration, or reconstruction shall be paid for out of any insurance proceeds received on account of the damage or destruction; provided, however, that if the insurance proceeds are not sufficient for such purpose, the deficiency shall be assessed as a Common Expense.

In the event of damage or destruction to the Building and/or other improvements on the Land, the Management Committee shall inform each Institutional Holder of a first Mortgage on a Unit that has requested such notice in writing of such damage or destruction.

Notwithstanding the foregoing, in the event that 75% or more of the Units are destroyed and the Unit Owners by an affirmative vote of at least 75% of the total voting power and all Institutional Holders of first Mortgages of the Units file notice with the Management Committee within 90 days after such destruction that they do not desire that the Building be reconstructed or restored, the Management Committee shall record, with the County Recorder, a notice setting forth such facts, and upon the recording of such Notice:

(a) the Property shall be deemed to be owned as tenants in common by the Unit Owners;

(b) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the fraction of undivided interest previously owned by such Unit Owner in the Common Areas and Facilities;

(c) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the fraction of undivided interest of the Unit Owner in the Property; and

(d) the Property shall be subject to an action for partition at the suit of any Unit Owner, or in the event the Property is not susceptible of fair partition without depreciating the value thereof, the net proceeds of sale together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective fractions of undivided interest in the Common Areas and Facilities, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

Notwithstanding all other provisions of this Section 11, in the event 75% or more of the Units are destroyed or substantially damaged, the Unit Owners may, by a majority vote of the Unit Owners at a meeting of the Association duly called for such purpose, and with the prior written approval of each Institutional Holder, elect to sell or otherwise dispose of the Property. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

13. NOTICES.

Any notice permitted or required to be delivered as provided herein may be delivered personally, by mail, by e-mail, by text message, or by posting such notice on an official Association website. If delivery is made by mail, it shall be deemed to have been delivered when deposited in the U.S. Postal Service mail, first class postage prepaid, addressed to each such person at the address given by such person to the Management Committee for the purpose of service of such notice or to the Unit of such person if no such address has been given. If notice is provided by e-mail or text message, it shall be deemed to have been delivered when sent to the e-mail address or phone number registered with the Association. All Owners shall register with the Association a mailing address, e-mail address, and phone number capable of receiving text messages. Such contact information may be changed from time to time by notice in writing to the Management Committee or Manager. An Owner may request, in writing, printed copies of notices sent by the Association within the prior thirty (30) days; however, such Owner shall be responsible to pay the Association all costs and expenses of such.

14. USE OF PARKING SPACES.

The use and occupancy of all Parking Spaces shall be for the parking of automobiles, motorcycles, pickup trucks, and other wheeled vehicles approved by the Management Committee. Boats, trucks, trailers, large commercial vans, campers, recreation vehicles, and the like are prohibited unless approved by the Management Committee. The Management Committee may by Rule, allow other uses of the Parking Spaces not inconsistent with this Declaration.

15. FAILURE TO INSIST ON STRICT PERFORMANCE; WAIVER.

The failure of the Association or Unit Owners or Management Committee to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition, or restriction, all of which shall remain in full force and effect. The receipt and acceptance by the Management Committee of any Assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee or its designee.

16. LIMITATION OF MANAGEMENT COMMITTEE LIABILITY.

To the fullest extent permitted by law, neither the Management Committee nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error, or negligence unless such Management Committee member's or officer's conduct was an intentional infliction of harm on the Association or the Owners or an intentional violation of criminal law, or for any amount of a financial benefit received by a Management Committee member or officer to which he/she was not entitled.

17. INDEMNIFICATION OF MANAGEMENT COMMITTEE MEMBERS.

Each member of the Management Committee shall be indemnified by the Unit Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party or in which he/she may become involved, or any settlement thereof, by reason of his/her being or having been a member of the Management Committee, whether or not he/she is a member of the Management Committee at the time such expenses are incurred, except in such cases wherein the member of the Management Committee is adjudged guilty of willful or intentional misfeasance or malfeasance in the performance of his/her duties and except to the extent such liability, damage, or injury is covered by insurance; provided that in the event of a settlement, the indemnification shall apply only when the Management Committee approves such settlement as being for the best interests of the Unit Owners. Association officers are entitled to the same indemnification protections as the Management Committee members.

18. MORTGAGEE PROTECTION.

Notwithstanding anything to the contrary contained in the Declaration or the Bylaws:

(a) Common Expenses shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments.

(b) No provision of this Declaration or the Bylaws shall give a Unit Owner, or any other party, priority over any rights of the first Mortgagee of the Unit pursuant to its Mortgage or otherwise in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awarded for losses to or a taking of Units and/or Common Areas and Facilities.

(c) No "right of first refusal" may hereafter be added to this Declaration that impairs the rights of a first Mortgage to:

(1) Foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage, or

(2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(3) Interfere with a subsequent sale or lease of a Unit so acquired by the Mortgagee.

(d) Any agreement for a professional Manager, may not exceed two (2) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days written notice.

(e) Any first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage of foreclosure or deed in lieu of foreclosure of the Mortgage will not be liable for such Unit's unpaid dues or charges which accrued prior to the acquisition of title to such Unit by the Mortgagee.

(f) A first Mortgagee will be entitled, upon written request with the Association, to written notification from the Association of any default in the performance by the Owner of any obligation under this Declaration or the Bylaws which is not cured within thirty (30) days.

(g) Unless 67% of the holders of the first Mortgage liens on individual Units have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission, seek to abandon the Property or terminate the condominium regime except as provided by the Act in case of substantial loss to the Units, Common Areas and Facilities, and Limited Common Areas and Facilities;

(2) Change the pro rata interest or obligations of any Unit for the purposes of (i) levying Assessments and charges and (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities and proceeds;

(3) Partition or subdivide any Unit, the Common Areas and Facilities, or Limited Common Areas and Facilities;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities. (The granting of easements of public utilities or other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause);

(5) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such Property, except as provided by the Act in case of substantial loss to the Units and/or Common Areas and Facilities.

(h) No Unit Owner, or any other party shall have priority over any rights of a first Mortgagee of a Unit pursuant to its Mortgage or otherwise in the case of a distribution to such Unit Owner of insurance or condemnation awards for losses to or taking of Units and/or Common Areas and Facilities. All first Mortgagees shall be entitled to receive such insurance proceeds and awards for losses to or a taking of the Units and/or Common Areas and Facilities on a first priority basis as provided in the Mortgage instruments.

(i) No provision of this Section 17 shall be amended without the consent of a majority of first Mortgagees.

(j) The holders of first Mortgages shall have the right to examine the books and records of the Association.

(k) Whenever there is a change in ownership of a Unit, the Management Committee shall require that the new Unit Owner furnish the Management Committee with the name of the holder of any first Mortgage affecting such Unit. The Management Committee or Manager shall maintain a current roster of Unit Owners and of the holders of the first Mortgages affecting Units in the Property.

19. INSURANCE.

The Management Committee shall obtain, if reasonably available, insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

(a) Property Insurance.

(1) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering all of Bench Tower, including the Common Areas and Facilities and the Building including all Units, permanent fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an “all in” or “all inclusive” insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas and Facilities or otherwise permanently part of or affixed to Common Areas and Facilities, Units, or Limited Common Areas and Facilities, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

iii) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of Bench Tower's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

v) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if Bench Tower has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

(2) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

i) Except as provided in Subsection (4) below, the Association's policy provides primary insurance coverage;

ii) notwithstanding Subsection i) above, and subject to Subsection iii) below:

a. the Owner is responsible for the Association's policy deductible; and

b. the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

iii) An Owner that has suffered damage to any combination of a Unit or a Limited Common Area and Facility appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and

iv) If an Owner does not pay the amount required under Subsection (b) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area and Facility appurtenant to the

Unit, the Association may levy an individual Assessment against the Owner for that amount.

(3) Association's Obligation to Segregate Property Insurance Deductible. The Association shall maintain an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(4) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(5) Notice Requirement for Deductible. The Association shall provide notice to each Owner of his/her obligation under Subsection (b) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

(6) Flood Insurance. If any part of Bench Tower is or comes to be situated in a "Special Flood Hazard Area" as designated on a "Flood Insurance Rate Map", a policy of flood insurance shall be maintained covering Bench Tower, or, at a minimum, that portion of Bench Tower located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Areas and Facilities within Bench Tower ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of Bench Tower located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. If Bench Tower is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Management Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(7) Earthquake Insurance. The Association may purchase earthquake insurance as the Management Committee deems appropriate. If the Management Committee elects not to purchase earthquake insurance, a vote of a majority of the Owners present at the annual meeting, with a proper quorum, may veto the decision of the Management Committee. If the Owners at the annual meeting veto the decision to not purchase earthquake insurance, the Management Committee shall purchase earthquake insurance within (60) days of the vote.

(b) Comprehensive General Liability (CGL) Insurance.

The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Areas and Facilities or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a "Severability of Interest Endorsement" or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

(c) Director's and Officer's Insurance.

The Association shall obtain Directors' and Officers' liability insurance protecting the Management Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Bench Tower Documents, and breach of contract (if available). This policy shall, if reasonably available, include: (1) coverage for volunteers and employees, (2) coverage for monetary and non-monetary claims, (3) coverage on claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) coverage for defamation. In the discretion of the Management Committee, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

(d) Insurance Coverage for Theft and Embezzlement of Association Funds.

The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' annual Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and (2) provide coverage for theft or embezzlement of funds by: (a) officers and Management Committee members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (c) officers, directors, and employees of any Manager of the Association.

(e) Worker's Compensation Insurance.

The Management Committee shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Management Committee deems appropriate.

(f) Certificates.

Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Mortgagee.

(g) Named Insured.

The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

(h) Association has the Right to Negotiate All Claims and Losses and Receive Proceeds.

Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units.

(i) Insurance Trustee.

In the discretion of the Management Committee or upon written request executed by Owners holding at least 50% of the Association's voting power, the Management Committee shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this Article as the Owners or Management Committee (as the case may be) shall require.

(j) Owner Act Cannot Void Coverage Under Any Policy.

Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

(k) Waiver of Subrogation against Owners and Association.

All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

(l) Annual Insurance Report.

Not later than sixty (60) days prior to the beginning of each fiscal year, Management Committee may obtain a written report by a reputable insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association) setting forth the existing insurance obtained pursuant to the Declaration and stating whether in the opinion of such broker or consultant, the insurance complies with the requirements of the Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and Lenders in light of the insurance

then available and the prevailing practice with respect to other similar condominium projects. The Management Committee shall be protected in relying on the written report furnished pursuant to this Section provided reasonable care and prudence were exercised in selecting such insurance broker, agent, or consultant. The most recent annual insurance report shall be made available to all Lenders and Owners upon request.

(m) Applicable Law.

This Declaration is specifically subjecting the Association to the insurance requirements required by U.C.A. §57-8-43 that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to condominium associations shall apply to this Association.

20. ENFORCEMENT.

Each Owner shall comply strictly with the provisions of the Bench Tower Documents as the same may be lawfully amended from time to time. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee on behalf of the Association, or in a proper case, by an aggrieved Unit Owner. The Association may levy fines for violations of the Bench Tower Documents in accordance with the Act. The Association may collect all costs and attorneys' fees incurred through any enforcement action against an Owner or lessee in violation of the Bench Tower Documents, regardless of whether a lawsuit is initiated.

21. NO PARTITION.

There shall be no judicial partition of the Property or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Section 11 of this Declaration in the case of damage or destruction or unless the Property has been removed from the provisions of the Act as provided in §57-8-22; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants so long as the Institutional Holder of any first Mortgage on such Unit gives prior written approval. Such partition shall not affect any other Unit.

22. TERMINATION.

All of the Owners may remove the Property from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by the instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Owners in the Property.

After removal of the Property from the Act, the Owners shall own the Property and all assets of the Association as tenants in common and the respective Mortgagees and lienors shall have the Mortgages and liens upon the respective undivided interests of the Unit Owners. Such undivided interests of the Unit Owners shall be the same as the percentage of undivided interest

in the Common Areas and Facilities appurtenant to the Owner's Units prior to removal from the Act.

This Section 22 cannot be amended without the consent of all Unit Owners and all record owners of Mortgages on Units.

23. CONDEMNATIONS OR EMINENT DOMAIN.

If any Unit or portion thereof or the Common Areas and Facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Management Committee will notify in writing the Institutional Holder of any first Mortgage on a Unit which would be affected by such proceedings or proposed acquisition.

24. INTERPRETATION.

The provisions of this Declaration shall be liberally construed to effectuate this purpose of creating a uniform plan for the development and operation of a condominium project.

25. AMENDMENT.

Except as otherwise provided herein and except as prohibited by the Act, the provisions of this Declaration may be amended with the approval of at least 67% of the total votes of the Association. Amendments to the Declaration shall be proposed by either a majority of the Management Committee or by Owners holding at least 40% of the voting interests of the Association. The proposed amendment shall be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or written ballot as allowed by law. If a Unit is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the signature of any one officer, member, principal, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature shall be required. The Management Committee shall certify in the amendment that it was adopted in accordance with the Declaration. An amendment shall not be effective until it is recorded with the County Recorder.

26. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

27. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

28. LAW CONTROLLING.

This Declaration shall be construed and controlled by and under the laws of the State of Utah.

29. EFFECTIVE DATE.

This Declaration shall take effect when recorded with the County Recorder.

IN WITNESS WHEREOF, the Association has executed this instrument the day and year set forth below.

OAKHILLS CONDOMINIUM OWNERS' ASSOCIATION, INC. DBA BENCH TOWER CONDOMINIUMS

By: Molly McMahon

Its: President

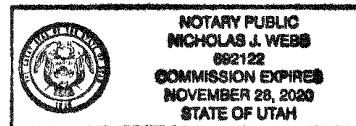
State of Utah)

) ss.

Salt Lake County)

On the 3rd day of July, 2019, personally appeared before me Molly McMahon who by me being duly sworn, did say that he/she is the President of the Oakhills Condominium Owners' Association, Inc. DBA Bench Tower Condominiums, and that the foregoing instrument is signed on behalf of said entity with all necessary authority.

Notary Public Nicholas J. Webb



APPENDIX A

PERCENTAGE OF COMMON AREA OWNERSHIP, VOTING, SQUARE FOOTAGE

<u>UNIT</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE INTEREST IN COMMON AREA</u>	<u>VOTES</u>
101	1739	1.51082	15
102	1376	1.19545	12
103	1376	1.19545	12
104	1376	1.19545	12
105	1376	1.19545	12
106	1381	1.19980	12
107	1484	1.28928	13
108	1484	1.28928	13
109	1731	1.50387	15
201	1612	1.40049	14
202	1376	1.19545	12
203	1376	1.19545	12
204	1376	1.19545	12
205	1376	1.19545	12
206	1381	1.19980	12
207	1376	1.19545	12
208	1376	1.19545	12
209	1608	1.39701	14
301	1612	1.40049	14
302	1376	1.19545	12
303	1376	1.19545	12
304	1376	1.19545	12
305	1376	1.19545	12
306	1381	1.19980	12
307	1376	1.19545	12
308	1376	1.19545	12
309	1608	1.39701	14
401	1612	1.40049	14
402	1376	1.19545	12
403	1376	1.19545	12
404	1376	1.19545	12
405	1376	1.19545	12
406	1381	1.19980	12
407	1376	1.19545	12

408	1376	1.19545	12
409	1608	1.39701	14
501	1612	1.40049	14
502	1376	1.19545	12
503	1376	1.19545	12
504	1376	1.19545	12
505	1376	1.19545	12
506	1381	1.19980	12
507	1376	1.19545	12
508	1376	1.19545	12
509	1608	1.39701	14
601	1612	1.40049	14
602	1376	1.19545	12
603	1376	1.19545	12
604	1376	1.19545	12
605	1376	1.19545	12
606	1381	1.19980	12
607	1376	1.19545	12
608	1376	1.19545	12
609	1608	1.39701	14
701	1612	1.40049	14
702	1376	1.19545	12
703	1376	1.19545	12
704	1376	1.19545	12
705	1376	1.19545	12
706	1381	1.19980	12
707	1376	1.19545	12
708	1376	1.19545	12
709	1608	1.39701	14
801	1608	1.39701	14
802	1376	1.19545	12
803	1376	1.19545	12
804	1376	1.19545	12
805	1381	1.19980	12
806	1376	1.19545	12
807	1608	1.39701	14
901	1608	1.39701	14
902	1376	1.19545	12
903	1376	1.19545	12
904	1381	1.19980	12

905	1605	1.39440	14
1001	1608	1.39701	14
1002	1376	1.19545	12
1003	1381	1.19980	12
1101	1445	1.25540	13
1102	1381	1.19980	12
TOTALS	115,103	100.00000%	1003

APPENDIX B

LEGAL DESCRIPTIONS

Land Description:

Beginning at the most southerly corner of a 12.00 foot right-of-way (Edwards and Daniels), said corner being N 0°14'34" E along the quarter section line 569.48 feet and East 494.97 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 26°09'00" E along the southeasterly line of said right-of-way 12.00 feet; thence N 63°51'00" W 10.04 feet to a point on a 74.50 foot radius curve to the center of which bears N 6°17'21" W; thence northeasterly along the arc of said curve 69.56 feet to a point of tangency; thence N 30°13'00" E 184.32 feet to a point of 29.28 foot radius curve to the right; thence northeasterly along the arc of said curve 23.00 feet to a point of a 39.00 foot radius reverse curve to the left, the center of which bears N 14°47'00" W; thence northeasterly along the arc of said curve 49.66 feet; thence N 48°00'00" E 44.63 feet; thence S 89°54'00" E 127.08 feet; thence S 0°06'00" W 114.45 feet; thence S 52°45'00" W 0.75 feet to a point on the northwesterly line of Kennedy Drive, said point also being on a curve to the left the center of which bears S 12°39'00" W 50.00 feet; thence southwesterly along said Northwesterly line and along the arc of said curve 104.41 feet to a point of a reverse curve to the right, the center of which bears S 73°00'00" W 35.36 feet; thence southerly along the arc of said curve 27.77 feet to a point of tangency; thence S 28°00'30" W 27.27 feet to a point of 1675.00 foot radius curve to the left; thence southwest along the arc of said curve 160.79 feet to a point of tangency; thence S 22°30'00" 16.43 feet; thence N 63°51'00" W 225.65 feet to the point of beginning.

Contains 1.62 acres more or less.

Unit Parcel Numbers (81 Total Parcels: 80 Units + 1 Common Area)

16112640010000 (Common Area)	16112640120000
16112640020000	16112640130000
16112640030000	16112640140000
16112640040000	16112640150000
16112640050000	16112640160000
16112640060000	16112640170000
16112640070000	16112640180000
16112640080000	16112640190000
16112640090000	16112640200000
16112640100000	16112640210000
16112640110000	16112640220000

16112640230000
16112640240000
16112640250000
16112640260000
16112640270000
16112640280000
16112640290000
16112640300000
16112640310000
16112640320000
16112640330000
16112640340000
16112640350000
16112640360000
16112640370000
16112640380000
16112640390000
16112640400000
16112640410000
16112640420000
16112640430000
16112640440000
16112640450000
16112640460000
16112640470000
16112640480000
16112640490000
16112640500000
16112640510000
16112640520000

16112640530000
16112640540000
16112640550000
16112640560000
16112640570000
16112640580000
16112640590000
16112640600000
16112640610000
16112640620000
16112640630000
16112640640000
16112640650000
16112640660000
16112640670000
16112640680000
16112640690000
16112640700000
16112640710000
16112640720000
16112640730000
16112640740000
16112640750000
16112640760000
16112640770000
16112640780000
16112640790000
16112640800000
16112640810000

APPENDIX C

**SECOND AMENDED AND RESTATED BYLAWS
OF
OAKHILLS CONDOMINIUM OWNERS' ASSOCIATION**

doing business as

BENCH TOWER CONDOMINIUMS

A Nonprofit Corporation

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**SECOND AMENDED AND RESTATED BYLAWS
OF
OAKHILLS CONDOMINIUM OWNERS' ASSOCIATION**

doing business as

BENCH TOWER CONDOMINIUMS

A Nonprofit Corporation

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (U.C.A. §16-6a-101 et al., as amended) (herein "Nonprofit Act") and the Utah Condominium Ownership Act (U.C.A. §57-8-1 et al., as amended) (herein "Condominium Act"), the Oakhills Condominium Owners' Association, a Utah nonprofit corporation, doing business as Bench Tower Condominiums (herein "Association") hereby adopts the following Bylaws which shall become effective when recorded with the Salt Lake County Recorder.

RECITALS

1. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, whether recorded or unrecorded, that were effective prior to the effective date of these Bylaws.
2. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Unit Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01. Name. The name of the nonprofit corporation is Oakhills Condominium Owners' Association, a Utah nonprofit corporation doing business as the Bench Tower Condominiums.

1.02. Office. The principal office of the Association is 3125 Kennedy Dr. #104, Salt Lake City, Utah 84108, or as designated with the Utah State Department of Commerce, Division of Corporations and Commercial Code. This Section 1.02 may be amended by the Management Committee as needed.

ARTICLE II

DEFINITIONS

2.01. Definitions. Except as otherwise provided herein or required by the context hereof, capitalized terms in these Bylaws have the same meaning and effect as used in the Oakhills Condominium Second Amended and Restated Enabling Declaration of Covenants,

Conditions, and Restrictions (herein this “Declaration”). The use of the term “Members” herein shall have the same meaning and effect as Owners in the Declaration.

ARTICLE III

MEMBERS

3.01. Annual Meetings. The annual meeting of the Members shall be held in November or December, for the purpose of electing a Management Committee and transacting such other business as may properly come before the meeting. If the election of the Management Committee shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Management Committee shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient but no later than January 31st. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the members.

3.02 Special Meetings. Special meetings of the Members may be called by the Management Committee, the President, or upon the written request of Members holding not less than thirty percent (30%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Management Committee, Manager, or the President.

3.03 Place of Meetings. The Management Committee may designate any place within the State of Utah as the place of meeting for any annual meeting or for any special meeting of Members, called by the Management Committee. If no designation is made the place of the meeting shall be at the Sky Room at Bench Tower.

3.04. Notice of Annual or Special Meetings. The Management Committee shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than sixty (60) nor less than thirty (30) days prior to the meeting, to each Member of record entitled to vote at such meeting. Such notice may be hand-delivered, mailed, emailed, sent by text message, posted on an official Association website (if any), or as otherwise allowed by the Nonprofit Act or Condominium Act. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his registered address, with first class postage thereon prepaid. If emailed or sent by text message, such notice shall be deemed delivered when sent to the Member’s email address or phone number registered with the Association. Each Member shall register with the Association such Member’s current mailing address, email address, and phone number for purposes of notice hereunder. Such registered information may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member’s Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.05. Members of Record. Upon purchasing a Unit in Bench Tower, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than sixty (60) nor less than thirty (30) days prior to the meeting, for determining Members entitled to notice of or to vote

at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of records of the Unit in Bench Tower shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.06. Quorum. At any meeting of the Members, the presence of Members, whether in person or by proxy, entitled to cast, more than thirty percent (30%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.07. Proxies. At each meeting of the Members, each member entitled to vote shall be entitled to vote in person or by proxy; provided however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08. Votes. With respect to each matter, including the election of the Management Committee, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit(s) of such Member, as shown in the Declaration. Unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or Utah law, the affirmative vote present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members. The election of the Management Committee may be by secret ballot. An Owner may request the use of a secret ballot. The persons receiving the largest number of votes shall be elected to the Management Committee. No formal vote shall be required if the number of candidates equals the number of open Management Committee vacancies. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the vote relating to their joint membership. In the event of two (2) conflicting votes by Members of a single Unit, no vote shall be counted for that Unit.

3.09. Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10. Action by Members Without a Meeting. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting if taken in accordance with the Nonprofit Act or other applicable laws.

3.11. Waiver of Notice. Any notice required to be given to a Member may be waived by the Member if a waiver thereof is signed, whether before or after the time stated therein. If a waiver is signed, it shall be deemed the equivalent of getting actual notice. The presence of a Member in person at any meeting shall be deemed a waiver of any notice requirements.

3.12 Electronic Voting. Except where expressly prohibited by applicable law, the Association may make decisions or vote on matters by email or other electronic means.

ARTICLE IV

MANAGEMENT COMMITTEE

4.01. General Powers. The property, affairs, and business of the Association shall be managed by its Management Committee. The Management Committee may exercise all of the powers of the Association whether derived from law or the Bench Tower Documents, except such powers as are by law or by the Bench Tower Documents vested solely in the Members. The Management Committee may by written contract delegate, in whole or in part, to a Manager such of its duties, responsibilities, functions, and powers as are properly delegable.

4.02. Number, Tenure, and Qualifications. The number of Management Committee members of the Association shall be three (3) to five (5) members, as determined by the Management Committee each of whom shall serve for a one (1) year term. Management Committee members shall be Owners. If an Owner is a corporation, partnership, limited liability company, or trust, an officer, partner, member, manager, agent, trustee, or beneficiary of such Owner may serve on the Management Committee. Management Committee members shall be a resident of Bench Tower at least 75% of any given calendar year. If a Management Committee member ceases to meet any of the required qualifications, such person's membership on the Management Committee shall automatically terminate.

4.03. Regular Meetings. The Management Committee shall hold meetings at least quarterly in its discretion.

4.04. Special Meetings of the Management Committee. Special meetings of the Management Committee may be called by or at the request of the President or a majority of the members of the Management Committee. The person or persons authorized to call special meetings of the Management Committee may fix any place within Salt Lake County as the place for holding any special meeting of the Management Committee called by such person or persons and shall provide a conference call-in number for Management Committee members not able to attend in person. Notice of any special meeting shall be provided at least three (3) days prior thereto by personal delivery, by email, or by phone or text message. Notice may also be given by regular mail, but if mailed, notice shall be provided at least ten (10) days prior thereto. If notice is provided by email, text, or phone, such notice shall be deemed to be delivered when sent or called to email addresses or phone numbers registered for such purpose. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with first class postage thereon prepaid.

4.05. Quorum and Manner of Acting. A majority of the number of the Management Committee in office shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Management Committee

members present at any meeting at which a quorum was present shall be the act of the Management Committee. The Management Committee shall act only as a board and individual Management Committee members shall have no powers as such.

4.06. Management Committee Meetings. Except as provided below in (a) through (f), a Management Committee meeting shall be open to Owners. The Management Committee may hold a closed executive session during a meeting of the Management Committee if the purpose of the closed executive session is to:

- a. Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- b. Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- c. Discuss a labor or personnel matter;
- d. Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- e. Discuss a matter involving a person, if the Management Committee determines that public knowledge of the matter would violate the person's privacy; or
- f. Discuss a delinquent assessment.

For purposes of this Section, a Management Committee meeting does not include a gathering of Management Committee members at which the Management Committee does not vote on Association business.

4.07. Compensation. No Management Committee member shall receive compensation for any services that he may render to the Association as a member of the Management Committee; provided, however, that Management Committee members may be reimbursed for expenses incurred in performance of their duties as Management Committee members.

4.08. Resignation and Removal. A Management Committee Member may resign at any time by delivering a written resignation to either the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Management Committee member may be removed at any time, with or without cause, by the affirmative vote of a majority of the voting power of the Association at a special meeting of the Members duly called for such purpose. Management Committee members may, but are not required to, be removed by a majority of the other Management Committee members if the member is more than 60 days delinquent in the payment of an Assessment, has missed at least three (3) consecutive Management Committee meetings, or has missed 75% or more of the Management Committee meetings during the preceding twelve (12) months.

4.09. Vacancies and New Created Committee Positions. If vacancies shall occur in the Management Committee by reason of the death, disqualification, removal by the Management Committee as allowed in Section 4.08, or resignation of a Management Committee Member, the Management Committee members then in office shall continue to act and fill such vacancies as provided in Section 5.05. If vacancies shall occur by reason of removal by the Owners, the Owners may fill the vacancies at the meeting at which the removal vote occurred. Any Management Committee member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the

newly created Management Committee position, as the case may be. Except by reason of death, resignation, disqualification, or removal, members of the Management Committee shall continue to serve until their successors are elected.

4.10. Informal Action by Management Committee. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting, as allowed by the Nonprofit Act or Condominium Act.

4.11. Waiver of Notice. Any notice required to be given to a Management Committee member may be waived by the Management Committee member entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall, for all purposes, be equivalent to the giving of such notice. Attendance of a Management Committee member at any meeting shall constitute a waiver of notice of such meeting unless such Management Committee member is attending the meeting for the sole and express purpose of objecting to the transaction of any business at the meeting because the meeting was not lawfully called or convened.

ARTICLE V

OFFICERS

5.01. Number. The officers of the Association shall be a President, Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Management Committee.

5.02. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Management Committee within fifteen (15) days of the annual Owners meeting. Officers may be chosen at any regular or special meeting of the Management Committee. Each such officer shall hold his office until the next ensuing regular annual meeting of the Management Committee and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Vice President, Secretary, and Treasurer shall remain Members of the Association during the entire term of their respective offices and shall be Management Committee members. No other officer need be a Management Committee member.

5.03. Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. The Management Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers shall be Members of the Association.

5.04. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Management Committee at any time, for or without cause.

5.05. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by vote of the remaining members of the Management Committee at any regular or special meeting.

5.06. The President. The President shall preside at meetings of the Management Committee and at meetings of the Members. He/She shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Management Committee may require of him/her.

5.07. The Vice President. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Management Committee or Owners. The Vice President shall perform such other duties as required by the Management Committee.

5.08. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as the Condominium Act, Nonprofit Act, or the Bench Tower Documents may require him to keep. He/She shall perform such other duties as the Management Committee may require of him/her.

5.09. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Management Committee. He/She shall keep detailed and accurate financial records as required by the Nonprofit Act or the Condominium Act. He/She shall perform such other duties as the Management Committee require of him. Disbursement of any funds, other than from the petty cash account, requires the signatures of two Management Committee members.

5.10. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers.

ARTICLE VI COMMITTEES

6.01. Designation of Committees. The Management Committee may from time to time by resolution designate such committees of its members as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members.

6.02. Proceedings of Committees. Each committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

6.03. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee the presence of at least a majority of its members

shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Management Committee hereunder shall act only as committee, and the individual members thereof shall have no powers as such.

6.04. Resignation and Removal. Any member of any committee designated hereunder by the Management Committee may resign at any time by delivering a written resignation either to the President, the Management Committee, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05. Vacancies. If any vacancy shall occur in any committee designated by the Management Committee hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

ARTICLE VII INDEMNIFICATION

7.01. Specific Indemnification. The Association shall indemnify any member of the Management Committee or officer or any former Management Committee member or officer of the Association, or any person who may have served at the request of the Association as a committee member, director, or officer of another corporation or entity (whether for profit or not for profit), against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such Management Committee Member, director, or officer, except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for willful or intentional misconduct in the performance of duty.

7.02. General Indemnification. In addition to the specific indemnification provided for in Section 7.01 hereof, the Association shall indemnify all Management Committee members and officers and all former Management Committee members and officers of the Association, and all persons who may have served at the request of the Association, as a committee member, director, or officer of another corporation or entity (whether for profit or not for profit), to the fullest extent permitted by Utah law, as the same may hereafter be amended, modified, or adopted. The Association, its officers and Management Committee members, shall be fully protected in taking any action or making any payment or in refusing to do so in reliance upon this Article VII shall not be deemed to be exclusive of any other right to which those indemnified, or seeking indemnification, may be entitled under any Bylaw, agreement, vote of the members, vote of disinterested Management Committee members, or otherwise.

7.03. Insurance. The Association may purchase and maintain, with funds from the Common Expense fund referred to in the Declaration, insurance on behalf of any person who was or is a Management Committee member or officer of the Association, or who was or is a

director, officer, employee, or agent of another corporation or entity (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under Utah law, as the same may hereafter be amended, modified, or adopted.

7.04. Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association through the Management Committee, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII

FISCAL YEAR

8.01. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year.

ARTICLE IX

RULES AND REGULATIONS

9.01. Rules and Regulations. The Management Committee may from time to time adopt, amend, repeal, and enforce reasonable Rules governing the use and operation of Bench Tower, to the extent that such Rules are not inconsistent with the rights and duties set forth in the Declaration or Bylaws. The Members shall be provided with copies of all Rules adopted by the Management Committee, and with copies of all amendments and revisions thereof. Violations of any Rules may result in the levying of fines by the Association or further enforcement as provided in the Bench Tower Documents or Condominium Act.

ARTICLE X

RECORDS AND AUDITS

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Nonprofit and Condominium Acts in the manner prescribed by the Management Committee.

10.01. General Records.

- a. The Management Committee or the Manager shall keep detailed records of the actions of the Management Committee and Manager; minutes of the meetings of the Management Committee; and minutes of the Owner meetings of the Association.
- b. The Management Committee shall maintain a book of the Bench Tower Documents.
- c. The Management Committee shall maintain a list of Owners.
- d. The Association shall retain within the State of Utah other records of the Association for not less than the period specified in applicable law.

10.02. Financial Reports and Audits.

- a. The annual budget, financial statement of income and expenses, and a balance sheet showing assets and liabilities shall be rendered by the Management Committee to all Owners annually. If the financial statement is not audited it shall be signed by at least one member of the Management Committee, stating that it is an “unaudited statement”.
- b. From time to time the Management Committee may, at the expense of the Association, obtain an audit by a certified public accountant of the books and records of the Association. At any time, any Owner may, at such Owner’s own expense, cause an audit or inspection to be made of the books and records of the Association.

10.03. Inspection of Records by Owners.

- a. Except as provided in Section 10.04. below, as required by law the records of the Association shall be reasonably available for examination by an Owner of a Unit pursuant to Rules adopted by the Management Committee.
- b. The Management Committee shall maintain a copy, suitable for the purposes of duplication of the following:
 - i. The Declaration, Bylaws, Articles, and any amendments in effect or supplements thereto, and Rules of the Association.
 - ii. The most recent financial statement prepared pursuant to Section 10.02. above.
 - iii. The current operating budget of the Association.
- c. The Association shall, within a mutually agreeable time, after receipt of a written request by an Owner, furnish the requested information required to be maintained under subsection b. of this Section.
- d. The Management Committee, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice, and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies or scans of any such records. The fee may include reasonable personnel costs incurred to furnish the records, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information, which may include managerial, legal, or accounting fees.

10.04. Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

- a. Personnel matters relating to a specific identified person or a person’s medical records.
- b. Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.
- c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.

- d. Documents concerning existing or potential litigation, mediation, arbitration, or administrative proceedings.
- e. Disclosure of information in violation of law.
- f. Documents concerning existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Declaration, Bylaws or Rules;
- g. Documents, correspondence, or Manager or Management Committee reports compiled for or on behalf of the Association or the Management Committee by its agents or committees for consideration by the Management Committee in executive session.
- h. Documents, correspondence, or other matters considered by the Management Committee in executive session.
- i. Files of individual Owners, other than those of a requesting Owner, including any individual Owner's file kept by or on behalf of the Association.

**ARTICLE XI
AMENDMENTS**

11.01. Amendments. These Bylaws may be amended, altered, or repealed and new Bylaws may be made and adopted by the Owners holding at least sixty-seven percent (67%) of the total votes of the Association. Amendments to the Bylaws shall be proposed by either a majority of the Management Committee or by Owners holding at least 40% of the voting interests of the Association. The proposed amendment shall be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or written ballot as allowed by law. If a Unit is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the signature of any one officer, member, principal, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature shall be required. The Management Committee shall certify in the amendment that it was adopted in accordance with the Bylaws. An amendment shall not be effective until it is recorded with the County Recorder.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

12.01. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.02. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter,

as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

12.03. Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

IN WITNESS WHEREOF, the Association has executed this instrument the day and year set forth below.

**OAKHILLS CONDOMINIUM OWNERS'
ASSOCIATION, INC. DBA BENCH
TOWER CONDOMINIUMS**

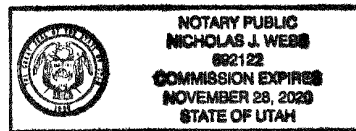
By: Molly McMahon

Its: President

State of Utah)
) ss.
Salt Lake County)

On the 3rd day of July, 2019, personally appeared before me Molly McMahon who by me being duly sworn, did say that he/she is the President of the Oakhills Condominium Owners' Association, Inc. DBA Bench Tower Condominiums, and that the foregoing instrument is signed on behalf of said entity with all necessary authority.

Notary Public Nicholas J. Witt



APPENDIX D
OWNER CONSENTS

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Unit Address

Printed Name of Owner

Signature of Owner

DATE

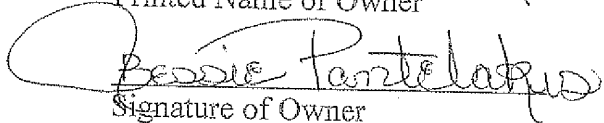
Owner #2 (if jointly or co-owned)

#101

Unit Address

Bessie Pantelakis

Printed Name of Owner



Signature of Owner

04/19/2019

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

102
Unit Address

KENNETH W. SPITZER
Printed Name of Owner

Kenneth W. Spitzer
Signature of Owner

4-20-2019
DATE

102
Unit Address

DIANA M. STAFFORINI
Printed Name of Owner

Diana Stafforini
Signature of Owner

4-20-2019
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

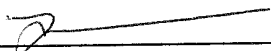
I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

104 _____ Unit Address

_____ Printed Name of Owner

 _____ Signature of Owner

6-18-19 _____ DATE

Owner #2 (if jointly or co-owned)

_____ Unit Address

_____ Printed Name of Owner

_____ Signature of Owner

_____ DATE

*approved by the
Bench Tower HOA
Committee:
Molly McMahon
Lyn Thorselt Jensen
Merla Eator
Kathy Klinkose
Thomas Jerse*

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

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Owner #1

Owner #2 (if jointly or co-owned)

3125 S. Kennedy Dr. #105
Unit Address

Unit Address

Janet Buchanan
Printed Name of Owner

Printed Name of Owner

Janet Buchanan
Signature of Owner

Signature of Owner

6-7-19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

- I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

- I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

106

Unit Address

SCOTT SPERBER

Printed Name of Owner

[Signature]

Signature of Owner

6/1/19

DATE

Unit Address

Printed Name of Owner

Signature of Owner

DATE

From: Vino Kolandavelu <vino.spud@gmail.com>

Sent: Tuesday, June 11, 2019 1:47 PM

To: Lynn Jensen <ljensen@comcast.net>

Subject: Re: Second Mailing; Bench Tower Ballot and Voting information

I vote in favor of the changes.

Thanks. Vino

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

_____ I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

_____ I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

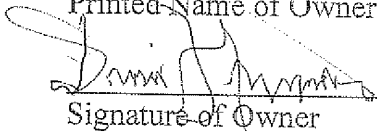
Owner #2 (if jointly or co-owned)

Unit Address

Unit Address

Dennis Newman
Printed Name of Owner

Printed Name of Owner


Signature of Owner

Signature of Owner

DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

- I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

- I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

109
Unit Address
Fletcher Gross
Printed Name of Owner
Fletcher Gross
Signature of Owner
4/18/19
DATE

Owner #2 (if jointly or co-owned)

109
Unit Address
Sally Gross
Printed Name of Owner
Sally Gross
Signature of Owner
4/18/19
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

#201 Unit Address

Daniel Deisley Printed Name of Owner

 Signature of Owner

6-11-19 DATE

Owner #2 (if jointly or co-owned)

_____ Unit Address

_____ Printed Name of Owner

_____ Signature of Owner

_____ DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

 X I approve the Amended Declaration

 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

 X I approve the Amended Bylaws

 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

 202

Unit Address

 Lexie Dubell

Printed Name of Owner

 [Signature]

Signature of Owner

 6/1 /2019

DATE

Owner #2 (if jointly or co-owned)

Unit Address

 Steve Dubell

Printed Name of Owner

 [Signature]

Signature of Owner

 6/1 /2019

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

203
Unit Address

Unit Address

Melissa Williams
Printed Name of Owner

Printed Name of Owner


Signature of Owner

Signature of Owner

5/2/19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

205
Unit Address

Unit Address

Kay Johnston
Printed Name of Owner

Printed Name of Owner

Kay Johnston
Signature of Owner

Signature of Owner

4/23/19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-ownee)

207

Unit Address

Unit Address

MARIANNE MUELLER
Printed Name of Owner PLUMRIDGE

Printed Name of Owner

Marianne Plumridge
Signature of Owner

Signature of Owner

6/13/19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

✓ I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

✓ I approve the Amended Bylaws

 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

208
Unit Address

Unit Address

Printed Name of Owner

Printed Name of Owner

Gordon Berggren
Signature of Owner

Signature of Owner

DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

209

Unit Address

FRANCO D SOUZA

Printed Name of Owner

Francis D Souza

Signature of Owner

6-12-19

DATE

Owner #2 (if jointly or co-owned)

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

301
Unit Address
Fred Roth
Printed Name of Owner
Fred Roth
Signature of Owner
4/28/19
DATE

Owner #2 (if jointly or co-owned)

#301
Unit Address
Matthew Roth
Printed Name of Owner
Matthew Roth
Signature of Owner
4/28/19
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

 ✓ I approve the Amended Declaration

 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

 ✓ I approve the Amended Bylaws

 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

 #302
Unit Address
 Sushiel Keswani
Printed Name of Owner
 S. Keswani
Signature of Owner
 4/20/2019
DATE

Owner #2 (if jointly or co-owned)

 #1302
Unit Address
 Priscilla Keswani
Printed Name of Owner
 Priscilla Keswani
Signature of Owner
 4/20/2019
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

303
Unit Address

Unit Address

Julia Schwerdt
Printed Name of Owner

Printed Name of Owner

Julia Schwerdt
Signature of Owner

Signature of Owner

6-13-19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

yes I approve the Amended Declaration

_____ I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

yes I approve the Amended Bylaws

_____ I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

304
Unit Address

Sherman Martin
Printed Name of Owner

Sherman T. Martin
Signature of Owner

April 19, 2019
DATE

Owner #2 (if jointly or co-owned)

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS
PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

305
Unit Address

Unit Address

Katherine M. Park
Printed Name of Owner

Printed Name of Owner

Katherine M. Park
Signature of Owner

Signature of Owner

4.27.2019
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

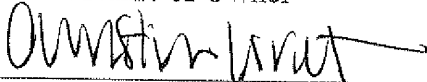
Owner #2 (if jointly or co-owned)

308
Unit Address

Unit Address

Jim Lovat
Printed Name of Owner

Printed Name of Owner


Signature of Owner

Signature of Owner

4/24/19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

_____ I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

_____ I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

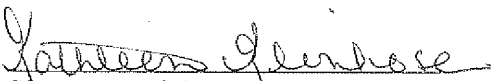
Owner #2 (if jointly or co-owned)

309
Unit Address

Unit Address

Kathleen Klibkoser
Printed Name of Owner

Printed Name of Owner


Signature of Owner

Signature of Owner

April 19, 2019
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

_____ I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

_____ I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

401 Unit Address

Richard Abloy Printed Name of Owner

[Signature] Signature of Owner

6/2/19 DATE

Owner #2 (if jointly or co-owned)

_____ Unit Address

_____ Printed Name of Owner

_____ Signature of Owner

_____ DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

_____ I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

_____ I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

408
Unit Address

PARVANEH PISHVATI
Printed Name of Owner

Parvaneh Pishvati
Signature of Owner

4-20-19
DATE

Owner #2 (if jointly or co-owned)

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

#409

Unit Address

Joan Loffredo

Printed Name of Owner

Joan Loffredo

Signature of Owner

5/20/2019

DATE

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

- I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

- I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

501
Owner #1
Katharine Gentsberg
Unit Address

Katharine Gentsberg
Printed Name of Owner
K. Gentsberg
Signature of Owner
05/21/2019
DATE

Owner #2 (if jointly or co-owned)
Kayindra Malik
Unit Address
501

KAYINDRA MALIK
Printed Name of Owner
Kayindra Malik
Signature of Owner
5/21/2019
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

- I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

- I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

3125 Kennedy Dr. Apt. 502
Unit Address

Merla J. Eaton
Printed Name of Owner

Merla J. Eaton
Signature of Owner

April 28, 2019
DATE

Owner #2 (if jointly or co-owned)

~~_____~~
Unit Address

~~_____~~
Printed Name of Owner

~~_____~~
Signature of Owner

~~_____~~
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

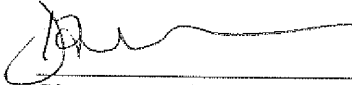
Owner #1

504

Unit Address

Dale T Snyder

Printed Name of Owner



Signature of Owner

4/20/2019

DATE

Owner #2 (if jointly or co-owned)

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

- I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

- I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

#505
Unit Address

Unit Address

Maryam Rezvani
Printed Name of Owner

Printed Name of Owner


Signature of Owner

Signature of Owner

4/23/19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

4B
(12 months not)
in favor

[Handwritten initials]

I approve the Amended Declaration

I do not approve the Amended Declaration

Prev. Bylaws term
was unspecified
We would vote for 6 months term or more

(2) AMENDED BYLAWS (choose one):

[Handwritten initials]

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

#507

Unit Address

CARLOS ALEGRE
Printed Name of Owner

[Handwritten Signature]
Signature of Owner

June 14, 2019
DATE

Owner #2 (if jointly or co-owned)

507

Unit Address

Michelle Alegre
Printed Name of Owner

[Handwritten Signature]
Signature of Owner

June 14, 2019
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

- I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

- I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

601
Unit Address

Unit Address

JAY BERMAN
Printed Name of Owner

Printed Name of Owner

Jay Berman
Signature of Owner

Signature of Owner

4/18/2019
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

 I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

 I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

 602

Unit Address

 RAMÓN L LAVANDERO
 Printed Name of Owner

 Ramón Lavandero
 Signature of Owner

 6/13/2019
 DATE

Owner #2 (if jointly or co-owned)

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

 X I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

 X I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

 603
Unit Address

Unit Address

 RAL Associates/Robert
+ Martha Lapetina
Printed Name of Owner
 Paul Lapetina
Signature of Owner

Printed Name of Owner

Signature of Owner

 4-15-19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

 X I approve the Amended Declaration

 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

 X I approve the Amended Bylaws

 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

3125 Kennedy Drive, Apt 605, 84108, SLC

Unit Address

Unit Address

Alexander Lex

Printed Name of Owner

Printed Name of Owner

Alex Lex

Signature of Owner

Signature of Owner

04/14/2019

DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

 ✓ I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

 ✓ I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

607
Unit Address

Unit Address

JUDITH S. WILKINS
Printed Name of Owner

Printed Name of Owner

Judith S. Wilkins
Signature of Owner

Signature of Owner

4-17-19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

- I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

- I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

608

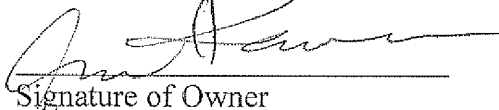
Unit Address

Unit Address

AMAL KAWAIR

Printed Name of Owner

Printed Name of Owner



Signature of Owner

4.18.2019

DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

#609 Unit Address

Lynn Thorsec - Jensen Printed Name of Owner

[Signature] Signature of Owner

6-18-19 DATE

Owner #2 (if jointly or co-owned)

#609 Unit Address

Thomas W Jensen Printed Name of Owner

[Signature] Signature of Owner

6-18-19 DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

701
Unit Address

Timothy May
Printed Name of Owner

[Signature]
Signature of Owner

5/27/19
DATE

Owner #2 (if jointly or co-owned)

701
Unit Address

REVERLY J. MAY
Printed Name of Owner

[Signature]
Signature of Owner

5/27/19
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws


I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

704
Unit Address

JANE SINTON
Printed Name of Owner


Signature of Owner

5/21/19
DATE

Owner #2 (if jointly or co-owned)

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

704

Unit Address

Jane Sinton

Printed Name of Owner

Signature of Owner

DATE

Owner #2 (if jointly or co-owned)

704

Unit Address

Annette Nibley

Printed Name of Owner

Annette Nibley

Signature of Owner

5/21/19

DATE

(Jane will send her ballot separately)

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

705 Unit Address

Erny Vandenberg Printed Name of Owner

Erny Vandenberg Signature of Owner

June 6, 2019 DATE

Owner #2 (if jointly or co-owned)

705 Unit Address

Joanne M. Vandenberg Printed Name of Owner

Joanne M. Vandenberg Signature of Owner

June 6, 2019 DATE

Email Address: 'Bert Page' benchtower@gmail.com

Ballots must be returned to the Association by Friday, June 14, 2019. Ballots sent in via mail may be post-marked up until June 14, 2019.

The Amended Declaration must be approved by at least 67% of the Association's voting interests and 67% of mortgagees.

The Amended Bylaws must be approved by at least 67% of the Association's voting interests.

Please submit your ballot as soon as possible. Pursuant to the Utah Revised Nonprofit Corporation Act, once a ballot has been submitted, it may not be revoked.

If you have any questions, please contact a member of the Management Committee. When and if approved, the Proposed Documents will be formatted for recording purposes, executed by the Association as directed by the Management Committee, and recorded with the Salt Lake County Recorder. They will become effective upon recording.

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only

signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Units 708 and 709

Unit Address

Al Rafati for ART1

Printed Name of Owner



Signature of Owner

5-30-19

DATE

Owner #2 (if jointly or co-owned)

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

#801

Unit Address

Unit Address

Brooke Van Alstyne

Printed Name of Owner

Printed Name of Owner

Brooke Van Alstyne

Signature of Owner

Signature of Owner

4/23/19

DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

 ✓ I approve the Amended Declaration

 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

 ✓ I approve the Amended Bylaws

 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

 802

Unit Address

Unit Address

 CHARLENE DOT

Printed Name of Owner

Printed Name of Owner

 Charlene Dot

Signature of Owner

Signature of Owner

 04-18-19

DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

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Owner #1

Owner #2 (if jointly or co-owned)

#803

#803

Unit Address

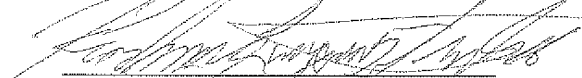
Unit Address

Rodney Eugene Fritsch

Catharine Fritsch

Printed Name of Owner

Printed Name of Owner





Signature of Owner

Signature of Owner

4-20-19

April 20, 2019

DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws

I do not approve the Amended Bylaws

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Owner #1

Owner #2 (if jointly or co-owned)

805
Unit Address

Unit Address

Yvonne Leigh
Printed Name of Owner

Printed Name of Owner

Yvonne Leigh
Signature of Owner

Signature of Owner

6/13/19
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

3125 E Kennedy Dr #806
Unit Address

William McMahon
Printed Name of Owner

William McMahon
Signature of Owner

4-18-2019
DATE

Owner #2 (if jointly or co-owned)

3125 E. Kennedy # 806
Unit Address

Molly McMahon
Printed Name of Owner

Molly McMahon
Signature of Owner

4.18.19
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

807
Unit Address
Lori Levinson
Printed Name of Owner
[Signature]
Signature of Owner
April 17, 2019
DATE

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

I do not approve the Amended Bylaws

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Owner #1

Owner #2 (if jointly or co-owned)

901

Unit Address

901

Unit Address

Sten Haack

Printed Name of Owner

Shauna Haack

Printed Name of Owner

[Signature]
Signature of Owner

[Signature]
Signature of Owner

5/21/19
DATE

5/21/19
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

902

Unit Address

Unit Address

FREDERICK G. TRIPP, TREE
Printed Name of Owner

Printed Name of Owner

F. G. Tripp, Tree
Signature of Owner

Signature of Owner

4/25/2019
DATE

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

903
Unit Address
Judith Russello
Printed Name of Owner
Judith Russello
Signature of Owner
6-14-19
DATE

Unit Address

Printed Name of Owner

Signature of Owner

DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

 X I approve the Amended Declaration
 I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

 X I approve the Amended Bylaws
 I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

Owner #2 (if jointly or co-owned)

 #1002
Unit Address

 —
Unit Address

 JOELL A. JENSEN
Printed Name of Owner

 None
Printed Name of Owner

 Joell A. Jensen
Signature of Owner

 —
Signature of Owner

 4-15-19
DATE

 —
DATE

WRITTEN BALLOT FOR BENCH TOWER CONDOMINIUMS

PROPOSED AMENDED DOCUMENTS

(1) AMENDED DECLARATION (choose one):

X I approve the Amended Declaration

_____ I do not approve the Amended Declaration

(2) AMENDED BYLAWS (choose one):

X I approve the Amended Bylaws

_____ I do not approve the Amended Bylaws

By signing below, I certify that I am the owner of the Unit I have addressed below at Bench Tower. If I am the only signatory below, I hereby certify that I am either the sole owner of the Unit or that I have received proper consent from the other joint or co-owners to sign this ballot on behalf of the Unit as a whole.

Owner #1

1003 Unit Address

Wallace Ring Printed Name of Owner

W. Wallace Ring Signature of Owner

6/13/19 DATE

Owner #2 (if jointly or co-owned)

_____ Unit Address

_____ Printed Name of Owner

_____ Signature of Owner

_____ DATE

LENDER CONSENT BALLOT FOR THE
SECOND AMENDED AND RESTATED DECLARATION OF
OAKHILLS CONDOMINIUM

**OAKHILLS CONDOMINIUM SECOND AMENDED AND RESTATED
DECLARATION (choose one):**

 X We approve and consent to the recording of the Amended
Declaration enclosed herewith

 We do not approve and consent to the recording of the Amended
Declaration enclosed herewith

By signing below, I certify that I am authorized by the Lender to execute this document on the Lender's behalf.

Lender Entity Name

Carter Frank

Printed Name of Signer Job Title



Signature

6/03/2019

DATE

3125 E Kennedy Dr # 1101

Condominium Unit # or Address