

13724

DECLARATION

FOR

EDGEWOOD HOME OWNERS

This declaration is made and executed as of August 31, 1972, by EDGEWOOD HOME OWNERS, hereinafter designated and referred to as "declarant" pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESSETH:

WHEREAS, declarant is the owner of the following described real property situated in Utah County, State of Utah, to-wit:

Beginning at a point North 156.83 ft. and East 221.31 ft. from the W 1/4 cor. of Section 30, T. 6 S., R. 3 E., Salt Lake Base and Meridian; running thence N. 71°43' E. 630.66 ft., thence N. 47° 38' 30" E. 27.20 ft., thence North 81.40 ft., thence West 20.00 ft., thence North 190.70 ft., thence N. 1°05' W. 314.99 ft., thence N. 88°30' W. 135.38 ft. to a point on a 187.90 ft. radius curve to the left, thence Southwesterly 105.16 ft. along the arc of said curve, thence South 157.42 ft., thence West 137.29 ft., thence S. 37°22'30" W. 65.18 ft. to a point on a 225.00 ft. radius curve to the right, thence 132.85 ft. along the arc of said curve to a point of tangency, thence S. 71°12'30" W. 29.62 ft. to a point on a 93.39 ft. radius curve to the left, thence 120.14 ft. along the arc of said curve to a point of tangency on the East R/W line of 140 East St., thence S. 2°30' E. along said street 393.41 ft. to the point of beginning.

and,

WHEREAS, declarant desires to change the project from a planned-unit development to a condominium project in accordance with the provisions of the Utah Condominium Ownership Act, and

WHEREAS, declarant has constructed or is in the process of constructing certain apartment home buildings and certain other improvements upon the aforesaid premises in accordance with the plans and drawings set forth in its record of survey map recorded herewith consisting of three (3) sheets, prepared and certified to by Lynn Godfredson, a duly registered Utah land surveyor, and

WHEREAS, declarant desires by filing this Declaration and the aforesaid record of survey map to submit the above described

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WHEREAS, declarant desires by filing this Declaration and the aforesaid record of survey map to submit the above described

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property and the apartment home buildings and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project, to be known as Edgewood Condominium Homes, and

WHEREAS, declarant desires and intends to sell the fee title to the individual apartment home units contained in said condominium project, together with an undivided ownership interest in the common areas and facilities appurtenant to each of said apartment home units, to various purchasers, subject to the covenant, restrictions and limitations herein reserved to be kept and observed.

NOW, THEREFORE, for such purposes, declarant hereby makes the following declaration, respecting the divisions, covenants, restrictions, limitations, conditions and uses to which the property admitted to said condominium project shall hereafter be subject:

1. Declarant hereby submits the above described property and the apartment home buildings and other improvements constructed and to be constructed thereon, together with all appurtenances thereto, to the provisions of the Condominium Ownership Act as a condominium project, to be known as Edgewood Condominium Homes. This declaration is submitted in accordance with the terms and provisions of said Act, and shall be construed in accordance therewith. For the purposes of this Declaration, all words, terms and phrases used herein shall be construed and defined as the same are used and defined in Section 57-8-3, Utah Code Annotated, 1953, as amended, to the extent applicable and unless another meaning is clear and obvious.

2. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land hereby admitted to the condominium project and shall be binding upon the declarant and its successors and assigns, and upon all subsequent owners and encumbrances of all

property and the apartment home buildings and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project, to be known as Edgewood Condominium Homes, and

WHEREAS, declarant desires and intends to sell the fee title to the individual apartment home units contained in said condominium project, together with an undivided ownership interest in the common areas and facilities appurtenant to each of said apartment home units, to various purchasers, subject to the covenant, restrictions and limitations herein reserved to be kept and observed.

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2. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land hereby admitted to the condominium project and shall be binding upon the declarant and its successors and assigns, and upon all subsequent owners and encumbrances of all

or any part of the condominium project, and upon their grantees, successors, heirs, executors, administrators, devisees, and/or assigns.

3. The condominium project shall consist of nineteen (19) apartment home buildings, swimming pool, putting green, garden shelter, and carports as shown by the record of survey map recorded herewith, constructed principally of brick, wood, concrete, steel and glass, located upon the land described above. Apartment home buildings designated as numbers 2, 3, 4, 5, 6, 7, 12 and 13 shall be two story buildings and apartment home buildings numbers 1, 8, 10, 11, 14, 15, 16 and 19 shall be one story buildings. Apartment home buildings 9, 17 and 18 shall be one and a half stories.

4. To establish a plan of condominium ownership for said condominium project, the condominium project is hereby divided into the apartment units described in Exhibit "A" attached hereto and by reference made a part hereof, which apartment units, together with their appurtenant interests in the common areas and facilities and limited common areas and facilities shall constitute separate freehold estates for all purposes provided by the said Act.

5. In the event any portion of the common areas and facilities encroaches upon any of the apartment units, a valid easement shall exist for such encroachment, and for the maintenance of same, so long as such encroachment exists. In the event the condominium project is partially or totally destroyed, and then rebuilt, minor encroachments will be permitted as required, upon the apartment units, and easements for such encroachments, and for the maintenance of same shall exist for such period of time as may be reasonably required for the reconstruction or repair of said premises.

6. Unit owners shall not, without the written consent of the management committee, occupy or use the apartment home, or

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or any part of the condominium project, and upon their grantees, successors, heirs, executors, administrators, devisees, and/or assigns.

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6. Unit owners shall not, without the written consent of the management committee, occupy or use the apartment home, or

permit the same or any part thereof to be occupied or used for any purpose other than as a private dwelling, and shall not permit or suffer anything to be done or kept in the apartment which will interfere with the rights of other unit owners, or annoy such owners by unreasonable noises or otherwise. Unit owners shall comply with all laws, ordinances, by-laws, and rules and regulations with respect to the occupancy or use of the respective apartments. They shall not permit or suffer anything to be done or kept in the apartments which will increase the rate of fire insurance on the project, and if, by reason of the occupancy or use of an apartment, the rate of fire insurance on the project shall be increased, the owner thereof shall become personally liable for the additional insurance premiums upon all policies covering the project, and the management committee shall have the right to collect the same, when charged to the owner as additional assessments for the apartment.

7. The common areas and facilities as defined in Section 57-8-3(5) Utah Code Annotated, 1953, as amended, and/or as shown on the record of survey map are hereby set aside for the use and benefit of the respective unit owners in accordance with and for all purposes provided by the Condominium Ownership Act provided, however, that patios, carports, storage spaces and balconies obviously intended for use by particular units as shown on the record of survey map are hereby declared to be limited common areas and facilities for use by such particular unit or units as indicated on said record of survey map to the exclusion of other units.

8. The owner or owners of each apartment unit shall own an undivided interest in the common areas and facilities as set forth in Exhibit "A" attached hereto and made a part hereof. Of the total value of the entire condominium project, each of the apartment units represents the undivided percentage thereof expressed in Exhibit "A" for all purposes of the Condominium

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8. The owner or owners of each apartment unit shall own an undivided interest in the common areas and facilities as set forth in Exhibit "A" attached hereto and made a part hereof. Of the total value of the entire condominium project, each of the apartment units represents the undivided percentage thereof expressed in Exhibit "A" for all purposes of the Condominium



Ownership Act.

9. The undivided ownership interest in the common areas and facilities appurtenant to each apartment unit as set forth in paragraph numbered 8 above shall be and remain appurtenant to such unit from and after the filing of this Declaration and said interest may not thereafter be altered without the consent of all of the unit owners expressed in an amended declaration duly recorded in accordance with this declaration and the provisions of the Condominium Ownership Act and shall not be separated from such apartment units or be separately conveyed therefrom and each such undivided interest shall be deemed to be conveyed or encumbered with the apartment unit to which it is appurtenant even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the apartment unit itself.

10. Notwithstanding anything in paragraph numbered 9 hereof to the contrary, by acceptance of a deed to any unit in the condominium project, such grantee, his heirs, devisees, administrators, executor and assigns, for a period of not to exceed five (5) years from the date hereof, irrevocably consents to the recording of and agrees to sign an amended declaration whereby the land described in Exhibit C attached hereto and incorporated herein by reference or any part thereof and apartment home units to be built thereon, not to exceed 18 in number, may be added to and become a part of the condominium project with respect to which this declaration is made.

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

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

13. Except as otherwise provided by law, the unit owners shall have the right to amend this declaration and/or the record of survey map upon the approval and consent of unit owners representing the ownership of a majority of the apartment units, which consent and approval shall be by duly executed and recorded instruments.

14. In the event one or more units of the condominium project is destroyed or damaged to the extent of Seventy-five per cent (75%) or less, of the value thereof, the management committee shall be responsible for repairing, rebuilding and/or restoring the same to the condition it was in immediately prior to such destruction or damage and the committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event one or more units of the condominium project is destroyed or damaged to the extent of more than seventy-five per cent (75%) of the value thereof, the unit owners shall, at a meeting duly and regularly called by the committee for that purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. The determination, under this paragraph, of the extent of any damage to the project shall be made by a group of three (3) MAI appraisers who shall be selected by the committee for that purpose. In the event all of said appraisers cannot agree on the extent of the damage or destruction to the project, the decision of any two with respect thereto shall be conclusive. Unless unit owners representing the ownership of not less than thirty (30) of the apartment units agree to the withdrawal of the condominium project from the provisions of the

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Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding or restoration shall exceed the amount realized by the committee from the proceeds of any insurance policy or policies as above provided, all of the unit owners shall contribute to such additional cost in the same percentage as their undivided interests in the common areas and facilities as set forth in Exhibit "A".

15. The management committee shall at all times keep the condominium project covered by fire, extended coverage, and liability insurance in its name as trustee for the unit owners, or in the name or names of such person or persons, or corporation, and in such amounts as the committee may from time to time determine to be proper, necessary and adequate. In addition, the individual unit owners will be and are hereby encouraged to carry, at their own cost and expense, such additional insurance coverage on their respective apartment units and upon such personal property as may be located therein, as they shall deem to be necessary and adequate; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage on an apartment unit of which he is the owner in such a way as to decrease the amount which the committee may realize under any insurance policy which the committee may have in force on the project at any particular time.

16. Each unit owner, tenant, and/or occupant of an apartment unit shall comply with the provisions of the Act, this Declaration, the by-laws governing the administration of the project, the administrative rules and regulations duly adopted pursuant thereto, and all agreements and determinations lawfully made and/or entered into by the committee, including any amendments thereto, and any failure to comply with the same shall be grounds for an action by the committee to recover any loss or damage resulting

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therefrom or for injunctive relief.

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

18. C. LEROY GARNER, whose place of business is at 2707 Canyon Road, Provo, Utah, is hereby designated as the person to receive process in connection with the project for all purposes provided by the Condominium Ownership Act; provided, however, that the management committee shall have the right to appoint a successor or substitute process agent. Such successor or substitute process agent shall be designated and appointed by an instrument duly executed and filed in the office of the County Recorder of Utah County, State of Utah.

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

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

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

Made and executed as of the day and year first above written.

EDGEWOOD HOME OWNERS

BY *C. LeRoy Garner*  
C. LeRoy Garner

BY *Gladys C. Garner*  
Gladys C. Garner

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EDGEWOOD HOME OWNERS

BY *C. LeRoy Garner*  
C. LeRoy Garner

BY *Gladys C. Garner*  
Gladys C. Garner

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STATE OF UTAH )  
                  : SS.  
COUNTY OF UTAH )

On the 31<sup>st</sup> day of ~~April~~ <sup>August</sup>, 1972, personally appeared before me, a Notary Public in and for said County and State, C. LEROY GARNER and GLADYS C. GARNER, the signers of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

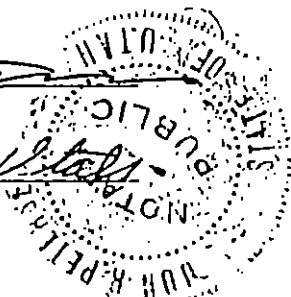
*[Signature]*  
Notary Public

My Commission Expires:

Dec 30, 1975

Residing at:

*[Signature]*



13724

*[Signature]*

1972 SEP -6 PM 3:21

MINNA B. FREED  
UTAH COUNTY RECORDER  
SEPT 6 1972  
FEE \$39.50  
PR ABS IND  
S T R

*[Signature]*  
*[Signature]*

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STATE OF UTAH )  
                  : ss.  
COUNTY OF UTAH )

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*[Signature]*  
Notary Public

Residing at: *[Signature]*

My Commission Expires:

Dec 30, 1976



13724

*[Signature]*

1972 SEP - 6 PM 3: 21

NINA D. JENN  
UTAH COUNTY REC. OFFICE  
DEPUTY CLERK  
ABS. FILE 1972.50  
PL. S. T. R.

*[Signature]*  
*[Signature]*

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## EXHIBIT "A"

Unit Designation	Approximate Number of Square Feet	Number of Rooms	Percentage of Owner-ship in Common Area and Facilities	Location	General Description
Apt. 1, Bldg. 1	2100	8	2.32%	Ground floor as shown on Record of Survey Map	One family apartment home residence, including exclusive use of carport, garage, patio, storage area, and/or balcony as shown on Record of Survey Map
Apt. 2, Bldg. 1	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 2	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 2	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 2	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 4, Bldg. 2	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 3	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 3	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 3	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 4, Bldg. 3	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 4	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 4	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 4	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above

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## EXHIBIT "A"

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Apt. 2, Bldg. 1	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 2	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 2	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 2	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 4, Bldg. 2	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 3	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 3	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 3	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 4, Bldg. 3	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 4	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 4	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 4	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above

Apt. 4, Bldg. 4	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 5	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 5	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 5	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 4, Bldg. 5	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 6	1575 (plus basement area)	6	2.32%	Multi-level as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 6	1575 (plus basement area)	6	2.32%	Multi-level as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 7	1575 (plus basement area)	6	2.32%	Multi-level as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 7	1575 (plus basement area)	6	2.32%	Multi-level as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 8	2100	8	2.32%	Multi-level as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 8	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 9	1100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 9	1100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 10	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 10	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 11	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 11	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 12	1575 (plus basement area)	6	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 12	1575 (plus basement area)	6	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 13	1575 (plus basement area)	6	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 13	1575 (plus basement area)	6	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 14	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 14	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 15	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 15	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above

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Apt. 4, Bldg. 4	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 5	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 5	1100 (plus basement area)	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 5	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 4, Bldg. 5	1100 (plus basement area)	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 6	1575 (plus basement area)	6	2.32%	Multi-level as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 6	1575 (plus basement area)	6	2.32%	Multi-level as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 7	1575 (plus basement area)	6	2.32%	Multi-level as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 7	1575 (plus basement area)	6	2.32%	Multi-level as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 8	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 8	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 9	1100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 9	1100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 10	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 10	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 11	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 11	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 12	1575 (plus basement area)	6	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 12	1575 (plus basement area)	6	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 13	1575 (plus basement area)	6	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 13	1575 (plus basement area)	6	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 14	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 14	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 15	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 15	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above

Apt. 1, Bldg. 16	2100	8	2.32%	Ground floor as shown on Record of Survey Map Same as above
Apt. 2, Bldg. 16	2100	8	2.32%	Ground floor as shown on Record of Survey Map Same as above
Apt. 1, Bldg. 17	1100	4	1.75%	Ground floor as shown on Record of Survey Map Same as above
Apt. 2, Bldg. 17	1100	4	1.75%	Ground floor as shown on Record of Survey Map Same as above
Apt. 3, Bldg. 17	1100	4	1.75%	Second floor as shown on Record of Survey Map Same as above
Apt. 4, Bldg. 17	1100	4	1.75%	Second floor as shown on Record of Survey Map Same as above
Apt. 1, Bldg. 18	1100	4	1.75%	Ground floor as shown on Record of Survey Map Same as above
Apt. 2, Bldg. 18	1100	4	1.75%	Ground floor as shown on Record of Survey Map Same as above
Apt. 3, Bldg. 18	1100	4	1.75%	Second floor as shown on Record of Survey Map Same as above
Apt. 4, Bldg. 18	1100	4	1.75%	Second floor as shown on Record of Survey Map Same as above
Apt. 1, Bldg. 19	2100	8	2.32%	Ground floor as shown on Record of Survey Map Same as above

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Apt. 1, Bldg. 16	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 16	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 17	1100	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 17	1100	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 17	1100	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 4, Bldg. 17	1100	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 18	1100	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 2, Bldg. 18	1100	4	1.75%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Bldg. 18	1100	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 4, Bldg. 18	1100	4	1.75%	Second floor as shown on Record of Survey Map	Same as above
Apt. 1, Bldg. 19	2100	8	2.32%	Ground floor as shown on Record of Survey Map	Same as above



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EXHIBIT "B"

BY-LAWS GOVERNING EDGEWOOD HOME OWNERS

ARTICLE I

Management Committee

Section 1. General Responsibility. The business and property comprising Edgewood Home Owners shall be managed by a management committee consisting of five (5) unit owners to be selected by the unit owners as hereinafter provided. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by law, the Declaration filed contemporaneously herewith and/or any amendments subsequently filed thereto, and these by-laws as the same may from time to time be altered or amended; provided, however, that the management committee may engage the services of a manager and fix and pay a reasonable fee or compensation therefor; provided further, that until November 1, 1974, each unit owner by accepting a deed to any apartment unit irrevocably consents that said declarant may act as the project manager and shall have all of the rights, powers, duties and responsibilities conferred upon the management committee and/or the manager under the Condominium Ownership Act, the declaration and these by-laws.

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

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EXHIBIT "B"

BY-LAWS GOVERNING EDGEWOOD HOME OWNERS

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Section 1. General Responsibility. The business and property comprising Edgewood Home Owners shall be managed by a management committee consisting of five (5) unit owners to be selected by the unit owners as hereinafter provided. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by law, the Declaration filed contemporaneously herewith and/or any amendments subsequently filed thereto, and these by-laws as the same may from time to time be altered or amended; provided, however, that the management committee may engage the services of a manager and fix and pay a reasonable fee or compensation therefor; provided further, that until November 1, 1974, each unit owner by accepting a deed to any apartment unit irrevocably consents that said declarant may act as the project manager and shall have all of the rights, powers, duties and responsibilities conferred upon the management committee and/or the manager under the Condominium Ownership Act, the declaration and these by-laws.

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and entered into by the committee. The committee shall, in this connection, provide for the proper and reasonable control, operation and management of the project and of the maintenance and repair of the common areas and facilities appurtenant thereto.

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

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

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

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of the committee.

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

Section 7. Quorum. A quorum for the transaction of business at any meeting of the committee shall consist of the majority of the committee then in office.

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

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

## ARTICLE II

### Meeting of Unit Owners

Section 1. Annual Meeting. The annual meeting of all unit owners shall be held at 7:00 o'clock p.m. on the second Tuesday

of the committee.

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

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## ARTICLE II

### Meeting of Unit Owners

Section 1. Annual Meeting. The annual meeting of all unit owners shall be held at 7:00 o'clock p.m. on the second Tuesday

in January of each year at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and provided further, that the management committee may, by resolution, fix the date of the annual meeting at such other date as it shall deem appropriate. At such meeting, the unit owners shall elect committee members for two (2) year terms, which terms shall commence as of February 1; provided, however, that at the first election after the recording of these by-laws two (2) of the five committee members shall be elected for terms of not more than one (1) year, which terms shall commence upon election and shall expire on the next February 1 after such election, and three (3) of said committee members shall be elected for not more than two (2) years, which terms shall commence upon election and shall expire on the second February 1 after such election; provided, further, that the term of any duly elected or appointed committee member shall not expire until his successor is elected and qualifies. Only unit owners shall be eligible for election as committee members.

Section 2. Calls and Notices of Meetings. The calls and notices of all meetings of the unit owners shall conform to the provisions of Article III of these by-laws.

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

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in January of each year at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and provided further, that the management committee may, by resolution, fix the date of the annual meeting at such other date as it shall deem appropriate. At such meeting, the unit owners shall elect committee members for two (2) year terms, which terms shall commence as of February 1; provided, however, that at the first election after the recording of these by-laws two (2) of the five committee members shall be elected for terms of not more than one (1) year, which terms shall commence upon election and shall expire on the next February 1 after such election, and three (3) of said committee members shall be elected for not more than two (2) years, which terms shall commence upon election and shall expire on the second February 1 after such election; provided, further, that the term of any duly elected or appointed committee member shall not expire until his successor is elected and qualifies. Only unit owners shall be eligible for election as committee members.

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decision of such question.

Section 4. Quorum. At any meeting of the unit owners, 51% of such owners shall constitute a quorum for the transaction of business. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until unit owners requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

Section 5. Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the matter of voting, and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting.

### ARTICLE III

#### Calls and Notices of Meetings

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

Section 2. Special Meetings of Unit Owners. Special meetings of the unit owners may be called by the management committee, or by one-third in number of the unit owners, and notice of such meeting shall be given to each unit owner in writing at least 48 hours before the time fixed for the meeting, and such notice shall advise each unit owner as to the time, place and general purpose of the meeting and shall be delivered personally, or mailed, postage prepaid, to each unit owner at

decision of such question.

Section 4. Quorum. At any meeting of the unit owners, 51% of such owners shall constitute a quorum for the transaction of business. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until unit owners requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

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Section 2. Special Meetings of Unit Owners. Special meetings of the unit owners may be called by the management committee, or by one-third in number of the unit owners, and notice of such meeting shall be given to each unit owner in writing at least 48 hours before the time fixed for the meeting, and such notice shall advise each unit owner as to the time, place and general purpose of the meeting and shall be delivered personally, or mailed, postage prepaid, to each unit owner at

his last post office address as it appears on the books of the management committee. Whenever all of the members shall meet in person, such meeting shall be valid for all purposes without call or notice, or waiver of call or notice. No call or notice of any meeting of members shall be necessary if waiver of call and notice be signed by all of the members.

#### ARTICLE IV

##### Transfer or Lease of Apartment Units

Section 1. General. Unit owners shall not sell, lease or sublet their apartment units and any such sales, leases or subletting shall be void, unless the purchaser, tenant or subtenant be first approved by the management committee, which approval shall not unreasonably be withheld.

The management committee shall act upon applications for approval of a sale, lease or sublease within five (5) days after such applications have been filed with the committee, and any application not acted upon within said time shall be deemed to have been approved by the committee. The committee shall be given notice in writing of any intended sale, lease or sublease, and the terms and conditions thereof. Whenever the owner applies to the committee for the approval of a sale, lease, or sublease, the committee may require that the owner shall deliver to the committee a copy of the contract of sale, lease or sublease of which approval is requested. No such sale, lease or sublease shall take effect for any purpose, unless and until the following requirements have been completed and satisfied:

1. All assessments and other charges due from the owner must be paid to the committee.
2. A written consent to such sale, lease, or sublease must be signed by the committee or by the chairman thereof at the direction of the committee. The committee shall

his last post office address as it appears on the books of the management committee. Whenever all of the members shall meet in person, such meeting shall be valid for all purposes without call or notice, or waiver of call or notice. No call or notice of any meeting of members shall be necessary if waiver of call and notice be signed by all of the members.

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1. All assessments and other charges due from the owner must be paid to the committee.
2. A written consent to such sale, lease, or sublease must be signed by the committee or by the chairman thereof at the direction of the committee. The committee shall

not unreasonably withhold its consent.

3. In the case of any lease or sublease the tenant shall execute in writing an agreement to perform and comply with all the provisions of the declarations, by-laws, and rules and regulations promulgated pursuant thereto.

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

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

Section 2. Right of Committee. The management committee shall have the right, exercisable at any time within five (5) days after its receipt of the notice provided for in the next preceding paragraph to purchase or enter into an agreement for the occupancy of said unit upon the same terms and conditions as those specified in the notice; provided, however, that in the event the committee enters into an agreement under this Article for the occupancy of any unit, it shall have the right to sublet said unit to any person or persons reasonably suitable to both the committee and to the owner of said unit. In the event the committee determines that it desires to purchase, or enter into an agreement respecting the occupancy of, an apartment unit as above provided, but believes that the price or rental specified in the notice is unreasonable, the committee shall give the owner or owners of said unit written notice thereof within five (5) days after its receipt of notice of the proposed sale or occupancy agreement. The notice thus given by the committee shall state that the committee has elected or thereby elects to purchase said unit, or enter into an agreement for the occupancy of the same, and shall state further that the committee believes the price or rental specified

not unreasonably withhold its consent.

3. In the case of any lease or sublease the tenant shall execute in writing an agreement to perform and comply with all the provisions of the declarations, by-laws, and rules and regulations promulgated pursuant thereto.

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

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

Section 2. Right of Committee. The management committee shall have the right, exercisable at any time within five (5) days after its receipt of the notice provided for in the next preceding paragraph to purchase or enter into an agreement for the occupancy of said unit upon the same terms and conditions as those specified in the notice; provided, however, that in the event the committee enters into an agreement under this Article for the occupancy of any unit, it shall have the right to sublet said unit to any person or persons reasonably suitable to both the committee and to the owner of said unit. In the event the committee determines that it desires to purchase, or enter into an agreement respecting the occupancy of, an apartment unit as above provided, but believes that the price or rental specified in the notice is unreasonable, the committee shall give the owner or owners of said unit written notice thereof within five (5) days after its receipt of notice of the proposed sale or occupancy agreement. The notice thus given by the committee shall state that the committee has elected or thereby elects to purchase said unit, or enter into an agreement for the occupancy of the same, and shall state further that the committee believes the price or rental specified

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in the notice given to it is unreasonable. The committee shall thereafter be obliged to purchase said unit, or enter into an agreement for the occupancy of same, at a price or rental to be determined by a group of three (3) MAI appraisers to be selected as follows: The committee shall select one appraiser, the unit owner or owners concerned shall select one appraiser and the two appraisers thus selected shall select a third appraiser. In the event all three appraisers cannot agree on a price or rental to be paid, the decision of any two of the three shall be binding. The committee and the unit owner or owners concerned shall make every reasonable effort to select their respective appraisers and to take any other action on their part to be taken so as to secure a decision respecting the price or rental which is to be paid at the earliest possible date.

ARTICLE V

Administrative Rules and Regulations

The committee shall have the power to adopt and establish by resolution such building, management, and operational rules as the committee may deem necessary for the maintenance, operation, management and control of the project, and the committee may, from time to time, by resolution, alter, amend and repeal such rules. When a copy thereof has been furnished to the owners they shall be taken to be a part hereof. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the project.

ARTICLE VI

Payment of Expenses

Section 1. Assessments. Each unit owner shall pay the management committee his pro rata portion of the cash requirements

BOOK 1291 PAGE 35

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

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

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BOOK 1291 PAGE 36

or diminish the amount previously fixed or determined for such year. The committee may include in the cash requirements for any year any liabilities or items of expense which accrued or became payable in a previous year, or might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

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

The management committee shall have discretionary powers to prescribe the manner of maintaining and operating the Edgewood Home Owners, and to determine the cash requirements of the management committee to be paid as aforesaid by the owners under the declaration and these by-laws. Every such reasonable determination by the committee, within the bound of the Condominium Ownership Act, the declaration, and these by-laws, shall be final and conclusive as to the owners, and any expenditures made by the committee, within the bounds of the Condominium Ownership Act, the declaration, and these by-laws, shall, as against the

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owner be deemed necessary and properly made for such purpose.

If the owner shall at any time let or sublet the apartment, and shall default for a period of one (1) month in the payment of any management assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the owner occupying the apartment the rent due or becoming due from such tenant or subtenant to the owner up to an amount sufficient to pay all sums due from the owner to the management committee, and any such payment of such rent to the committee shall be sufficient payment and discharge of such tenant or subtenant as between such tenant or subtenant and the owner to the extent of the amount so paid.

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

#### ARTICLE VII

##### Taxes and Insurance

Section 1. Taxes. It is acknowledged that under the Condominium Ownership Act, each of said units in each of said units percentage of the undivided interests in the common areas and facilities of the project are subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, and that as a result thereof no taxes will be assessed or payable against the project as such.

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Each member will, therefore, pay and discharge any and all taxes which may be assessed against any of said unit of which he is the owner, against the percentage of undivided interests in the common areas and facilities of any such unit, and/or against any items of personal property located in or upon any unit of which he is the owner.

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

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

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

It is intended that the insurance policies herein provided

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

ARTICLE VIII

Right of Entry

Section 1. By the Committee. The committee and its duly authorized agents shall have the right to enter any and all of the said units in case of an emergency originating in or threatening such unit or any other part of the project, whether the owner or occupant thereof is present at the time or not. The committee and its duly authorized agents shall also have the right to enter any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the project.

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

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ARTICLE IX

Reimbursement for Damages

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

ARTICLE X

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

ARTICLE XI

Use and Occupancy

Section 1. Obstruction of Common Areas and Facilities. No member shall cause or allow nor permit any person over whom he has or may exercise supervision or control to cause or allow, any foyer, stairway, hallway, exit, entrance, breeze way, fire escape, roadway, driveway, or sidewalk in or on the project to be obstructed or to be used for any purpose other than for ingress to or egress from said units or the project.

Section 2. Use of Unit. No owner or occupant of any of said units, shall, without the prior written consent of the committee, occupy or use any of said units, nor permit any person over whom such owner or occupant has or may exercise supervision and control to occupy or use the same, for any purpose other than a private dwelling, or to permit or suffer anything to be done or kept in or upon any of said units which would constitute a

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nuisance or a violation of any law, ordinance, or regulation, which would increase the rate of fire insurance on the project or which might otherwise interfere with the rights of other owners or occupants of the project. No sign, signal, advertisement, or illumination shall be inscribed or exposed on or at any window or outside wall of the project.

Section 3. Maintenance of Units. Each unit owner at his own expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the owner shall repair all injury or damage to the building or buildings caused by the act, negligence or carelessness of the owner or that of any lessee or sublessee or any member of the owner's family or of the family of any lessee or sublessee or of any guest, employee or agent of the owner or his lessee or sublessees, and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance or replacement of any plumbing fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the apartment unit. The owner shall be entitled to the exclusive use and possession of the patio and storage areas attached to his unit and shall be responsible for the maintenance and upkeep of said patio and storage areas; provided, however, that without the written permission of the management committee first had and obtained, the

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BOOK 1291 PAGE 44

owner shall not make or permit to be made any structural alteration, improvement or addition in or to the apartment unit, patio areas or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located.

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

Section 4. Minimum Age for Occupancy. There shall be no occupant in any of the units of the project under the age of twelve (12) years, except as expressly permitted by the management committee. Visitation in any unit for a period of more than one month may be treated by the committee as occupancy for purposes of this section.

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

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

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ARTICLE XII

Amendments

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

Adopted and approved this 31<sup>st</sup> day of ~~May~~<sup>August</sup>, 1972.

EDGEWOOD HOME OWNERS

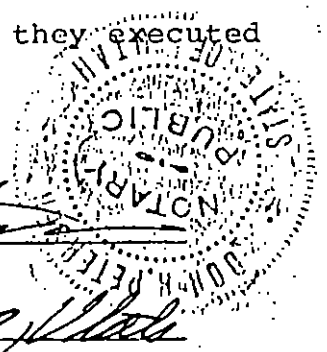
By *C. LeRoy Garner*  
C. LeRoy Garner

By *Gladys C. Garner*  
Gladys C. Garner

STATE OF UTAH )  
                  : ss.  
COUNTY OF UTAH )

On the 31<sup>st</sup> day of ~~May~~<sup>August</sup>, 1972, personally appeared before me, a Notary Public in and for said County and State, C. LEROY GARNER and GLADYS C. GARNER, the signers of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

*John B. Peters*  
Notary Public  
Residing at: *Provo, Utah*



My Commission Expires:  
Dec 30, 1975

FORM 12201 REV 64

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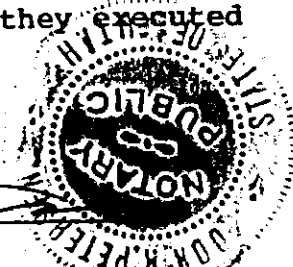
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*John B. Peterson*  
Notary Public  
Residing at: *Provo, Utah*

My Commission Expires:  
Dec. 30, 1975



FORM 1291 REV 64

13724

EXHIBIT "C"

Com. 985.40 ft N & 709.97 ft E of SW cor of NW1/4  
of Sec 30, T 6 S, R 3 E, SLB&M; N 37.56 ft; S 86°30'  
E 99.2 ft; N 57' E 190 ft; S 87°15' E 454.59 ft;  
S 86.33 ft; S 87°15' E 202.7 ft; S 19°53' W 72 ft;  
S 9°53' W 66 ft; N 88°30' W 206.5 ft; N 5 ft; N  
88°30' W 531.74 ft to beg. Area 3.15 acres.

MM 1291 PHE 44 - 2

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