

E 139348 B 0595 P 0500
Date 1-NOV-1999 16:47pm
Fee: 64.00 Check
CALLEN B. PESHELL, Recorder
Filed By MRT
For MERIDIAN TITLE COMPANY
TOOELE COUNTY CORPORATION

WHEN RECORDED, RETURN TO:

Dan W. Egan
SUITTER AXLAND
P. O. Box 45101
Salt Lake City, Utah 84145

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE FIELDS AT OVERLAKE CONDOMINIUMS
(An Expandable Residential Condominium Project)**

THIS AMENDMENT TO DECLARATION CONDOMINIUM OF THE FIELDS AT OVERLAKE CONDOMINIUMS ("Amendment") is made as of this 29th day of October, 1999, by HOLMES & ASSOCIATES, L.C., a Utah limited liability company ("Declarant").

RECITALS

A. Original Declaration and Plat. On May 14, 1999, Declarant filed a Declaration of Condominiums of The Fields at Overlake Condominiums, as Entry Number 131110, in Book 568, beginning at page 338 in the official records of Tooele County, Utah (the "Original Declaration"), together with the Record of Survey Map (the "Plat"). The Original Declaration created an expandable residential condominium project, subject to the Utah Condominium Ownership Act, Utah Code Ann. § 57-8-1 et seq. (the "Act"). The real property subject to the Original Declaration is located in Tooele County, Utah as described on Exhibits "A" and "B" attached to and incorporated in this Amendment by reference (the "Property").

B. Ownership. At all times from the filing of the Original Declaration and the Plat through and including the date of this document, Declarant has been the owner in fee of the Property, inclusive of all condominium units, together with a 100% ownership interest in the common areas appurtenant to such units.

C. Intention of Declarant. Declarant desires to amend the Original Declaration as provided in this Amendment.

NOW THEREFORE, in pursuance of the foregoing, the Declarant declares and certifies as follows:

1. Incorporation by Reference. The recitals to this Declaration are an integral part of this Amendment, and are incorporated by reference in this Amendment.

2. Amendment to Section 3.4. Section 3.4 of the Declaration is deleted in its entirety and replaced by the following:

E 139348 B 0595 P 0500

3.4 Division into Units, Minimum and Maximum Ownership Interests. The Condominium Project is hereby divided into 11 Units as set forth on the Plat, each such Unit consisting of a Unit and an appurtenant undivided but equal interest in and to the Common Area. Such Units comprise the minimum number of Units in the Condominium Project and give each Owner a maximum 1/11th (or 9.0909%) undivided interest in the Common Area. If all of the Additional Land is added to the Condominium Project pursuant to Article 16 of this Declaration, the maximum number of Units in the Project will be 67 Units and each Owner will have a 1/67th (or 1.4925) undivided interest in the Common Area.

3. Amendment to Section 3.5. Section 3.5 of the Declaration is deleted in its entirety and replaced by the following:

3.5 Allocated Interest of Each Unit in the Votes of the Association. Except as provided in Section 5.3(b) of this Declaration, the designation of the Allocated Interest which each Unit has in the votes of the Association is one vote for each Unit; thus, if the minimum number of Units in the Condominium Project is constructed, each Unit will have a 1/11th vote for all matters of the Association. In the event all of the Additional Land is added to the Condominium Project, each Unit will have a 1/67th vote for all matters of the Association.

4. Amendment to Section 3.6. Section 3.6 of the Declaration is deleted in its entirety and replaced by the following:

3.6 Allocated Interest of Each Unit in the Common Expenses of the Condominium Project. The designation of the Allocated Interest which each Unit bears in the Common Expenses of the Condominium Project is deemed to be equally divided; thus, if the minimum number of Units in the Condominium Project is constructed, each Unit will have a 1/11th Allocated Interest in the Common Expenses. In the event all of the Additional Land is added to the Condominium Project, each Unit will have a 1/67th Allocated Interest in the Common Expenses.

5. Amendment to Section 9.2(a). Section 9.2(a) of the Declaration is deleted in its entirety and replaced by the following:

- (a) such signs as may be required by legal proceedings;

6. Amendment to Section 9.3. Section 9.3 of the Declaration is deleted in its entirety and replaced by the following:

9.3 Nuisance. Subject to the provisions of Section 5.14, no noxious or offensive activity shall be carried on upon the Condominium Project, nor shall any activity which might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Condominium Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body. In accordance with Section 8.4(b), nothing included herein shall be construed to prevent Declarant and its agents from engaging in all forms of construction and sales activities until all Units have been sold by Declarant.

7. Amendment to Section 16.4. Section 16.4 of the Declaration is deleted in its entirety and replaced by the following:

16.4 Limitations on Expansion. Declarant shall not be restricted in the location of improvements or additional Units on the Additional Land that may be developed, except as may be required by applicable zoning requirements, ordinances or regulations. The maximum number of Units that may be developed on the Additional Land is 56 (resulting in a maximum number of 67 Units in the fully-expanded Condominium Project). The maximum number of Units per acre that may be developed on any portion of the Additional Land added to the Condominium Project is 18. The maximum and minimum number of Units and the related maximum and minimum ownership interests in and to the Common Area are set forth in Section 3.4 of this Declaration.

8. Replacement of Exhibit "C". Exhibit "C" to the Declaration, which is the Bylaws of the Association, is deleted in its entirety and replaced with Exhibit "C" attached to and incorporated by reference in this Amendment as Exhibit "C."

9. Effect of Amendment. Except as expressly amended in this Amendment, the terms, covenants and conditions of the Declaration shall remain in full force and effect.

DATED effective as of the date first above written.

DECLARANT:

HOLMES & ASSOCIATES, L.C., a Utah limited liability company

By: [Signature]
Title: member

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of October, 1999, by Patrick H. Holmes, who is the member of HOLMES & ASSOCIATES, L.C., a Utah limited liability company.

[Signature: Camille K. Barney]
NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:

11-12-2002



G:\6341\7\declaration1005.ame

EXHIBIT "A"

PROPERTY DESCRIPTION

The following described real property is located in Tooele County, Utah:

Phase 1 Boundary Description

Beginning at a point which lies South 00° 13'38" East 229.32 feet along the East line of the Northwest quarter of Section 16, Township 3 South, Range 4 West Salt Lake Base & Meridian, and South 90°00'00" West 42.00 feet perpendicular to said East section line (a found Tooele County survey brass cap), said point also lying on the Westerly right of way of Berra Blvd.; running thence along said right of way South 00° 13'38" East 175.28 feet a curve to the right having a central angle of 90°00'00", radius of 25.00 feet (chord bears South 44°46'22" West 35.36 feet), thence along the arc of said curve 39.27 feet to a point of tangency, said point also lies on the Northerly right of way of 1910 North Street of The Overlake Estates Phase 1G Amended Plat, running thence along said right of way South 89°46'22" West 215.63 feet to a point on the Easterly boundary line of the remainder property of the Lot 601 plat or Overlake Estates; thence along said boundary the next six (6) courses: (1) North 00° 13'38" West 117.00 feet, (2) North 89°46'22" East 103.63 feet to the (3) beginning of a curve to the left, having a central angle of 90°00'00" radius of 20.00 feet (chord bears North 44°46'22" East 28.28 feet), thence along the arc of said curve 31.42 feet to a point of tangency; (4) North 00° 13'38" West 44.50 feet to the (5) beginning of a curve to the left, having a central angle of 22°30'00" radius of 20.00 feet (chord bears North 11°28'38" West 7.80 feet), thence along the arc of said curve 7.85 feet to a point of non-tangency; (6) North 75°22'36" East 45.92 feet to a point on the South boundary of the neighborhood commercial site of Overlake Development; thence along said boundary North 90°00'00" East 74.05 feet to the point of beginning. Said parcel of land contains 0.864 acres more or less.

13-011-0-001A
-001B
-002A
-002B
-002C
-002D
-003A
-003B
-003C
-003D
-003E

EXHIBIT "B"

LEGAL DESCRIPTION
ADDITIONAL LAND

The following described real property, located in Tooele County, Utah, is the Additional Land.

Additional Land Boundary Description

Beginning at a point which lies South 00°13'38" East 229.32 feet along the East line of the Northwest quarter of Section 16, Township 3 South, Range 4 West Salt Lake Base & Meridian, and South 90°00'00" West 116.05 feet perpendicular to said section line (a found Tooele County survey brass cap), said point also lies on the Northerly boundary of The Fields at Overlake Phase 1 Parcel; running thence along The Fields at Overlake Phase 1 Boundary the following six (6) courses: (1) South 75°22'36" West 45.92 feet to the (2) beginning of a non-tangent curve to the right having a central angle of 22°30'00" radius of 20.00 feet (chord bears South 11°28'38" East 7.80 feet), thence along the arc of said curve 7.85 feet to a point of tangency, (3) South 00°13'38" East 44.50 feet to the (4) beginning of a curve to the right having a central angle of 90°00'00" radius of 20.00 feet (chord bears South 44°46'22" West 28.28 feet), thence along the arc of said curve 31.42 feet to a point of tangency, (5) South 89°46'22" West 103.63 feet (6) South 00°13'38" East 117.00 feet to a point which lies on the Northerly right-of-way of 1910 North Street of The Amended Overlake Estates Phase 1G Plat; thence South 89°46'22" West 200.37 feet; thence North 75°35'21" West 31.01 feet; thence South 89°42'22" West 125.00 feet; thence North 00°13'38" West 362.49 feet to the Southerly right-of-way of 2000 North Street; thence along said right-of-way North 89°50'26" East 414.21 feet to the Westerly boundary of the Neighborhood Commercial Site of The Overlake Development; thence along said boundary the following two (2) courses: (1) South 00°09'33" East 61.31 feet, (2) South 45°31'38" East 152.47 feet to the point of beginning. Said parcel of land contains 3.596 acres more or less.

13-008-0-0601

EXHIBIT "C"

FORM OF BYLAWS

BYLAWS
OF
THE FIELDS AT OVERLAKE
CONDOMINIUMS ASSOCIATION

A Utah Nonprofit Corporation

E 139348 B 0595 P 0507

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	<u>Name and Principal Office</u> 1
	1.1 <u>Name</u> 1
	1.2 <u>Offices</u> 1
ARTICLE II	<u>Definitions</u> 1
	2.1 <u>Definitions.</u> 1
ARTICLE III	<u>Members</u> 1
	3.1 <u>Annual Meetings.</u> 1
	3.2 <u>Special Meetings.</u> 1
	3.3 <u>Place of Meetings.</u> 2
	3.4 <u>Notice of Meetings.</u> 2
	3.5 <u>Members of Record.</u> 2
	3.6 <u>Quorum.</u> 2
	3.7 <u>Proxies.</u> 3
	3.8 <u>Votes.</u> 3
	3.9 <u>Waiver of Irregularities.</u> 3
	3.10 <u>Informal Action by Members.</u> 3
ARTICLE IV	<u>Management Committee</u> 3
	4.1 <u>General Powers.</u> 3
	4.2 <u>Number, Tenure and Qualifications.</u> 4
	4.3 <u>Regular Meetings.</u> 4
	4.4 <u>Special Meetings.</u> 4
	4.5 <u>Quorum and Manner of Acting.</u> 4
	4.6 <u>Compensation.</u> 4
	4.7 <u>Resignation and Removal.</u> 4
	4.8 <u>Vacancies and Newly Created Committee Memberships.</u> 5
	4.9 <u>Informal Action by Committee Members.</u> 5
ARTICLE V	<u>Officers</u> 5
	5.1 <u>Officers.</u> 5
	5.2 <u>Election, Tenure and Qualifications.</u> 5
	5.3 <u>Subordinate Officers.</u> 6

	5.4 <u>Resignation and Removal.</u>	6
	5.5 <u>Vacancies and Newly Created Offices.</u>	6
	5.6 <u>The President.</u>	6
	5.7 <u>The Secretary.</u>	6
	5.8 <u>The Treasurer.</u>	6
	5.9 <u>Compensation.</u>	6
ARTICLE VI	<u>Committees</u>	7
	6.1 <u>Designation of Committees.</u>	7
	6.2 <u>Proceeding of Committees.</u>	7
	6.3 <u>Quorum and Manner of Acting.</u>	7
	6.4 <u>Resignation and Removal.</u>	7
	6.5 <u>Vacancies.</u>	7
ARTICLE VII	<u>Indemnification</u>	8
	7.1 <u>Indemnification.</u>	8
	7.2 <u>Other Indemnification.</u>	8
	7.3 <u>Insurance.</u>	8
	7.4 <u>Settlement by Association.</u>	9
ARTICLE VIII	<u>Fiscal Year and Seal</u>	9
	8.1 <u>Fiscal Year.</u>	9
	8.2 <u>Seal.</u>	9
ARTICLE IX	<u>Rules and Regulations</u>	9
	9.1 <u>Rules and Regulations.</u>	9
ARTICLE X	<u>Amendments</u>	9
	10.1 <u>Amendments.</u>	9

**BYLAWS
OF
THE FIELDS AT OVERLAKE
CONDOMINIUMS ASSOCIATION
A Utah Nonprofit Corporation**

Pursuant to the provisions of the Utah Nonprofit Corporation and Cooperative Association Act (the "Act"), the Management Committee of The Fields at Overlake Condominiums Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

**ARTICLE I
Name and Principal Office**

1.1 Name. The name of the nonprofit corporation is The Fields at Overlake Condominiums Association (the "Association").

1.2 Offices. The principal office of the Association shall be located at 9345 South 1300 East, Sandy, Utah 84094 (the "Project").

**ARTICLE II
Definitions**

2.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions of the Project (the "Declaration") shall have such defined meanings when used in these Bylaws.

**ARTICLE III
Members**

3.1 Annual Meetings. The annual meeting of Members shall be held on the second Tuesday of April of each year at 7:00 p.m., beginning with the year following the year in which the Articles are filed, for the purpose of electing Committee Members and transacting such other business as may come before the meeting. If the election of Committee Members 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 to be convened as soon thereafter as may be convenient. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 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-three percent (33%) of the Allocated Interest of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Management Committee or the President.

3.3 Place of Meetings. The Management Committee may designate any place in Tooele County, Utah as the place of meeting for any annual meeting or for any special meeting called by the Management Committee. A waiver of notice signed by all of the members of the Management Committee may designate any place, within the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.4 Notice of Meetings. The Management Committee shall cause written or printed notice of the time and place, and in the case of a special meeting, the purpose or purposes for all meetings of the Members (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address 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 the Member's registered address for purposes of notice in this Section 3.4.

3.5 Members of Record. Upon purchasing a Unit in the Project, 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 ten (10) 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 record of Units in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.6 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than one-half (½) of the Allocated Interest of the Association shall constitute a quorum for the transaction of business; provided however that if a quorum is not achieved at the duly called meeting, the Members, including those that are present and represented by proxy, may reconvene the meeting within twenty-four (24) hours if more than thirty-three and one-third percent (33⅓%) of the Allocated Interest of the Association is present, in person or by proxy, and transact all business as if there is a quorum.

3.7 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

or by the Member's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act must have been executed by all the Members of such Unit or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act. Such instrument 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.

3.8 Votes. With respect to each matter 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 of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members 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, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The election of Committee Members shall be by secret ballot. When more than one Person owns an interest in a Unit, such Persons shall designate to the Association, in writing, a representative whom shall exercise the vote for such Unit on behalf of all Co-Owner's of the Unit. In no event shall fractional votes be exercised in respect to any Unit.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies and the method of ascertaining Members present shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter of such meeting.

ARTICLE IV Management Committee

4.1 General Powers. The property, affairs and business of the Association shall be managed by a Board of Trustees to be known as the Management Committee. The Management Committee may exercise all of the powers of the Association, whether derived from the Act or the Articles, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Management Committee may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions and powers as are properly delegable.

4.2 Number, Tenure and Qualifications. The property, business and affairs of the Association shall be governed and managed by a Management Committee composed of not less than three (3) nor more than five (5) persons, each of whom, except for those appointed and serving as

first Committee Members, must either be an Owner of a Unit, a spouse of an Owner or an agent of Declarant, for so long as Declarant owns a Unit in the Project. At each annual meeting, the Members shall elect for terms of one (1) year each the appropriate number of Committee Members to fill vacancies by expiring terms of Committee Members. All Committee Members, except such members appointed by Declarant, shall be Members of the Association.

4.3 Regular Meetings. The Management Committee shall hold regular meetings at least quarterly, at the discretion of the Management Committee. The Management Committee may designate any place in Tooele County, Utah as the place of meeting for any regular meeting called by the Management Committee. A waiver of notice signed by all of the members of the Management Committee may designate any place, within the State of Utah, as the place for holding such meeting. If no designation is made the place of the meeting shall be at the principal office of the Association.

4.4 Special Meetings. Special meetings of the Management Committee may be called by or at the request of any Management Committee Member. The person or persons authorized to call special meetings of the Management Committee may fix any place, within the State of Utah, as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Committee Member at such Committee Member's registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Committee Member may waive notice of a meeting.

4.5 Quorum and Manner of Acting. A majority of the then authorized number of Committee Members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of the Management Committee. The Committee Members shall act only as a Management Committee, and individual members shall have no powers as such.

4.6 Compensation. No Committee Member shall receive compensation for any services that such member may render to the Association as a Committee Member; provided, however, that a Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent such expenses are approved by the Management Committee.

4.7 Resignation and Removal. A member of the Management Committee 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, except such member appointed by Declarant, may be removed at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the Allocated Interest of the Association at a special meeting of the Members duly called for such

purpose. A Committee Member appointed by Declarant may be removed at any time, with or without cause, by the Declarant.

4.8 Vacancies and Newly Created Committee Memberships. If vacancies shall occur in the Management Committee by reason of the death, resignation or disqualification of a Committee Member (other than such member appointed by Declarant), the Committee Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Committee Members then in office, though less than a quorum, in any way approved by such Committee Members at the meeting. Any vacancy in the Management Committee occurring by reason of removal of a Committee Member by the Members or if the authorized number of Committee Members shall be increased, such vacancies or newly created Committee Memberships may be filled by election by the Members at the meeting at which such Committee Member is removed or new Committee Membership is created. If vacancies shall occur in the Management Committee by reason of death, resignation or removal of a Committee Member appointed by the Declarant, such vacancies shall be filled by appointments to be made by the Declarant. Any 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 Committee Membership, as the case may be.

4.9 Informal Action by Committee Members. Any action that is required or permitted to be taken at a meeting of the Management Committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Committee Members.

ARTICLE V Officers

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

5.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee annually at a regular meeting of the Management Committee. In the event of failure to choose officers at such regular meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular meeting of the Management Committee or otherwise) shall hold such office until the next ensuing regular meeting of the Management Committee and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Secretary and Treasurer shall be and remain Committee Members of the Association during the entire term of their respective offices. No other officer need be a Committee Member.

5.3 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 need not be Committee Members of the Association.

5.4 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, with or without cause.

5.5 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 the Management Committee at any regular or special meeting.

5.6 The President. The President shall preside at meetings of the Management Committee and at meetings of the Members. The President shall sign on behalf of the Association all conveyances, mortgages, documents and contracts, and shall do and perform all other acts and things as required by the Management Committee.

5.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution the Management Committee may require such person to keep. The Secretary shall also act in the place and stead of the President in the event of the President's absence or inability or refusal to act. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same, and shall perform such other duties as required by the Management Committee.

5.8 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, when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Management Committee. The Treasurer shall perform such other duties as required by the Management Committee.

5.9 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Management Committee.

ARTICLE VI
Committees

6.1 Designation of Committees. The Management Committee may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least two (2) Committee Members. No committee member shall receive compensation for services rendered to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Management Committee.

6.2 Proceeding of Committees. The Management Committee may designate one or more committees, each of which shall consist of two or more Committee Members. 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.

6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two 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 a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority of the Management Committee subject to Section 16-6-38 of the Act, as amended, or a similar provision then in effect.

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

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Management Committee 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

7.1 Indemnification. No Committee Member or officer shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Committee Member or officer performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Committee Member or officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Committee Member having heretofore or hereafter been a Committee Member or officer of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Committee Member or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the power to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Committee Members, officers, employees and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested Committee Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Committee Members and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Committee Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 Insurance. The Management Committee, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Committee Member, officer or employee of the Association or is or was serving at the request of the Association as a Committee Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

7.4 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by 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 and Seal

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December, except that the first fiscal year shall begin on the date of incorporation.

8.2 Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal."

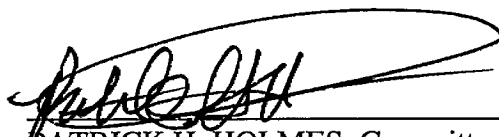
ARTICLE IX
Rules and Regulations

9.1 Rules and Regulations. The Management Committee may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles, the Declaration, these Bylaws or by law. The Members shall be provided with copies of all rules and regulations adopted by the Management Committee, and with copies of all amendments and revisions thereof.

ARTICLE X
Amendments

10.1 Amendments. Except as otherwise provided by law, by the Articles, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of a majority of the Allocated Interest of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Tooele County, Utah. Notwithstanding the foregoing, after the Department of Veterans Affairs has approved the Condominium Project, these Bylaws may not be amended or the Condominium Project and the Association merged into a successor condominium regime without the prior written approval of the Department of Veterans Affairs.

IN WITNESS WHEREOF, the undersigned, constituting all of the Committee Members of The Fields at Overlake Condominiums Association, have executed these Bylaws on this 29 day of October, 1999.



PATRICK H. HOLMES, Committee Member



SPENCER M. HOLMES, Committee Member

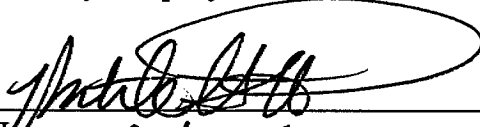



HEIDI C. TOPHAM, Committee Member

DECLARANT'S CONSENT

On this 29th day of October, 1999, the undersigned, Holmes & Associates, L.C., a Utah limited liability company, as the Declarant and owner of the land upon which the Project is located, does hereby consent to and execute these Bylaws in accordance with the provisions of the Utah Condominium Ownership Act.

HOLMES & ASSOCIATES, L.C., a Utah limited liability company

By: 
Is: 

ACKNOWLEDGMENTS

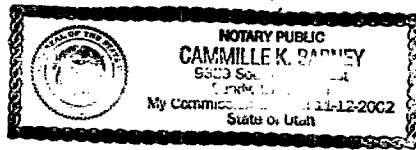
STATE OF UTAH)
)
) : ss.
COUNTY OF Salt Lake)

On the 29th day of October, 1999, personally appeared before me PATRICK H. HOLMES, SPENCER M. HOLMES, and HEIDI C. TOPHAM, the signers of the within and foregoing BYLAWS OF THE FIELDS AT OVERLAKE CONDOMINIUMS ASSOCIATION, each of whom duly acknowledged to me that they executed the same.

Cammille K. Barney
NOTARY PUBLIC
Residing at: Sandy, Utah

My Commission Expires:

11-12-2002



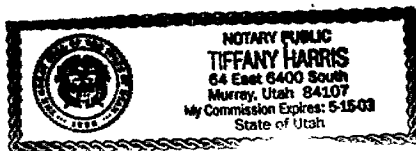
STATE OF UTAH)
)
) : ss.
COUNTY OF Salt Lake)

On the 29th day of October, 1999, personally appeared before me Patrick H. Holmes, who being by me duly sworn, did say that he is the member of HOLMES & ASSOCIATES, L.C., a Utah limited liability company, and that the foregoing instrument was signed on behalf of said company by express authority residing in Utah by law.

Tiffany Harris
NOTARY PUBLIC
Residing at: American Fork

My Commission Expires:

5/15/03



G:\6341\7\BYLA0315.WPD