

2680434

Recorded JUN 19 1974 at 11:34 a.m.
Request of Security Title
JAMES W. WATSON, Recorder
Salt Lake County, Utah
\$ 37.00 By P. Prows Deputy
REF.

DECLARATION OF CONDOMINIUM
OF
LEXINGTON VILLAGE AT OLD FARM
A PROWSWOOD OPEN SPACE COMMUNITY
(PHASE NO. 1)

THIS DECLARATION is made and executed this 13th day of JUNE, 1974, by RICHARD PROWS, INC., a Utah corporation (hereinafter referred to as "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act.

RECITALS:

1. Declarant is the owner of that certain tract of land more particularly described in Article II hereof.
2. Declarant has constructed, or is in the process of constructing, upon said land a Condominium Project, including certain Units and other improvements. All of such construction has been, or is to be, performed in accordance with the plans and drawings contained in the record of survey map filed for record simultaneously herewith, consisting of 3 sheets, prepared and certified by Robert B. Jones, Utah registered land surveyor.
3. Declarant desires, by filing this Declaration and the record of survey map, to submit said land and all improvements now or hereafter constructed thereon to the provisions of the Utah Condominium Ownership Act as a Condominium Project to be known as the "LEXINGTON VILLAGE AT OLD FARM, A PROWSWOOD OPEN SPACE COMMUNITY".
4. Declarant intends to sell to various purchasers the fee title to the individual Units contained in the Project, together with the undivided ownership interest in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, conditions, restrictions, limitations, and easements herein set forth.
5. Contiguous with the tract of land described in Article II hereof is an additional tract on which the Declarant intends to have and create certain Common Properties for the benefit both of the Owners of Condominium Units within this Project and of Owners of interests in other Condominium Projects which Declarant anticipates may in the future be developed in the vicinity of this Project. Upon the recording of this Declaration there is also being recorded a "Declaration of Covenants, Conditions and Restrictions Concerning the Old Farm Community" (hereinafter referred to as the "Old Farm Declaration") within the planned community known as the Old Farm Community in which are set forth the various rights and obligations pertaining to said additional tract and to other tracts which may in the future come to be part of the Common Properties of such Community. In the Old Farm Declaration the real property described

BOOK 3613 PAGE 454

in Article II of this Declaration is, with respect to matters relating to the Common Properties and the maintenance of the Common Areas by the Home Owners Association of each of the Projects in the Community, subjected to certain covenants, restrictions, easements, charges, and liens in addition to those set forth in this instrument.

6. It is anticipated by the Declarant that the Project created hereby will be but the initial Phase of a larger Project which ultimately may come into existence. Accordingly, Declarant desires to reserve the right to include each additional Phase as a part of one Project consisting of all Phases which may be completed at any given time.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares and certifies as follows:

I. Definitions. When used in this Declaration (including that portion hereof captioned "Recitals" and in the By-Laws attached hereto as Exhibit "B") the terms used shall have the meaning stated in the Utah Condominium Act and as follows unless the context otherwise requires.

1. Act shall mean and refer to the Utah Condominium Ownership Act (Title 47, Chapter 8, Utah Code Annotated (1953) as the same may be amended from time to time.

2. Declaration shall mean and refer to this Declaration.

3. Map shall mean and refer to the record of survey map filed herewith captioned "Lexington Village at Old Farm, A Prowswood Open Space Community".

4. Common Areas or the Common Areas and Facilities shall mean and refer to and include:

(a) The land on which the buildings and other improvements are constructed and submitted by this Declaration to the terms of the Act.

(b) Those Common Areas and Facilities specifically set forth and designated as such in the Map.

(c) That part of the Condominium Project not specifically included in the respective Units as hereinafter defined.

(d) All limited Common Areas and Facilities.

(e) All foundations, columns, girders, beams, supports, main walls, retaining walls, roofs, stairs, stairways, entrances and exits of the buildings, exterior walkways, streets, yards, gardens, fences, swimming pools, social center, open parking spaces, installation of central services such as power, light, gas, all apparatus and installations existing for common use, such recreational and community facilities as may be provided for.

(f) All other parts of the project normally in common use or necessary or convenient to its use, existence,

maintenance, safety, or management.

(g) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

5. Unit or Condominium Unit means and refers to one of the home Units, including garage and basement, intended for independent use as defined in the Act and as shown (single cross-hatched) in the Map. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceiling, windows and window frames, doors and door frames, and trim, and includes both the portions of the building so described and the air space so encompassed, together with all fixtures and appliances therein contained.

6. Management Committee or the Committee shall mean and refer to the Management Committee of the Lexington Village at Old Farm, A Prowswood Open Space Community Condominium Project.

7. Home Owners Association shall mean and refer to the Old Farm Home Owners Association, a Utah non-profit corporation, organized for the purposes set forth in the Old Farm Declaration.

8. Common Expenses shall mean all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules, regulations and other determinations and agreements pertaining to the Condominium Project as the Management Committee, the Unit Owners, or the Association, as hereinafter mentioned, may from time to time adopt.

9. Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

10. Mortgagee shall mean any person named as a Mortgagee or beneficiary under or holder of a deed of trust.

11. Limited Common Areas and Facilities or Limited Common Areas shall mean those Common Areas designated in the Declaration (and shown in the Map by double cross-hatching) as reserved for use of certain Unit or Units to the exclusion of other Units. Limited Common Areas include patios (porches also in the case of Unit No. 75 in Building 19B) and the storage rooms located adjacent to the Units as shown in the Map.

12. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A" and in the Map.

13. Unit Owner or Owner shall mean and refer to the Owner of the fee in a Unit and the percentage of undivided interest in the Common Areas which is appurtenant thereto. The Declarant shall be deemed to be the Owner of all unconstructed or unsold Units. In the event a Unit is the subject of an executory contract of sale, the contract buyer shall, unless the seller and the buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for the purposes of voting.

14. Entire Tract shall mean and refer to the following described tract of land situate in Salt Lake County, State of Utah, together with all appurtenances thereto:

Beginning at a point on the West right-of-way line of 700 East Street, said point being North $89^{\circ}58'25''$ West 62.00 feet and South $0^{\circ}14'13''$ West 1796.605 feet from the Northeast corner of Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, said point of beginning also being South 66.38 feet and East 169.975 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South $0^{\circ}14'13''$ West along the West line of 700 East Street 780.885 feet; thence West 913.21 feet; thence North 175.705 feet; thence North $60^{\circ}00'$ East 150.81 feet; thence South $86^{\circ}00'$ East 47.54 feet; thence North $4^{\circ}00'$ East 129.85 feet to a point of a 20.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 21.29 feet to a point of tangency; thence North $65^{\circ}00'$ East 58.53 feet to a point of a 300.00 foot radius curve to the left; thence Northeasterly along the arc of said curve 141.37 feet to a point of tangency; thence North $38^{\circ}00'$ East 46.00 feet to a point of a curve to the left, the radius point of which is South $79^{\circ}00'$ East 13.50 feet; thence Southerly and Easterly along the arc of said curve 22.79 feet to a point of tangency; thence South $85^{\circ}42'36''$ East 226.26 feet; thence North $0^{\circ}13'$ East 155.02 feet; North $87^{\circ}59'36''$ West 245.00 feet; thence North $20^{\circ}44'10''$ West 30.335 feet; thence North $18^{\circ}00'$ West 44.00 feet to a point of a 200.00 foot radius curve to the left; thence Northerly along the arc of said curve 66.11 feet; thence South $87^{\circ}59'36''$ East 588.32 feet to the beginning.

ALSO beginning at a point North $89^{\circ}58'25''$ West 62.00 feet and South $0^{\circ}14'13''$ West 1781.74 feet and North $87^{\circ}59'36''$ West 288.11 feet and South $0^{\circ}13'$ West 141.00 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, said point of beginning described in old deeds as being South $0^{\circ}13'$ West 187.09 feet and North $87^{\circ}59'36''$ West 117.80 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North $87^{\circ}59'36''$ West 235.00 feet; thence South $6^{\circ}33'40''$ East 53.83 feet; thence South $5^{\circ}30'$ West 53.00 feet; thence South $11^{\circ}00'$ West 24.53 feet; thence by a curve to the left (radius South $79^{\circ}00'$ East 13.50 feet) a distance of 22.79 feet; thence South $85^{\circ}42'36''$ East 226.26 feet; thence North $0^{\circ}13'$ East 155.02 feet to the point of beginning.

ALSO beginning at a point at the Southwest corner of Lexington Village at Old Farm Project, said point being South 2576.90 feet and West 985.97 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, and running thence West 119.41 feet; thence North $1^{\circ}18'$ West 257.49 feet; thence North $85^{\circ}33'$ West 135.70 feet; thence North $3^{\circ}00'$ West 93.35 feet; thence North $87^{\circ}00'$ East 142.00 feet; thence North $3^{\circ}00'$ West 42.00 feet; thence North $87^{\circ}00'$ East 258.00 feet; thence South $25^{\circ}00'$ East 43.00 feet; thence South $4^{\circ}00'$ West 135.00 feet; thence North $86^{\circ}00'$ West 10.00 feet; thence South $60^{\circ}00'$ West 150.81 feet; thence South 175.705 feet to the point of beginning.

The land which this Declaration submits to the terms of the Act comprises only a part of the Entire Tract. Declarant is the Owner of such part and anticipates that in the future it may obtain title to some or all of the remainder of the Entire Tract. A description of the Entire Tract is set forth in this Declaration solely for purposes of identification. This Declaration is not intended and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any real property or interests in real property other than the land which this Declaration expressly submits to the provisions of the Act.

15. Tract shall mean and refer to each portion of the Entire Tract which is separately submitted to the terms of the Act with the intention that it shall thereby comprise, or in the future may become, a part of the Project. The real property which Article II of this Declaration submits to the terms of the Act constitutes a Tract.

16. Phase shall mean and refer to each separate step in development of the Entire Tract which is initiated through the submission of a tract to the terms of the Act. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations, and legal relationships which come into existence in conjunction with the submission of any single tract. The submission which is effected by this Declaration, the rights and obligations which are created by this Declaration, and the improvements described in the Map which have been or will be constructed, together constitute a Phase, to-wit: Phase No.1, of the Condominium Project.

17. Condominium Project or Project shall mean and refer to the Lexington Village at Old Farm, A Prowswood Open Space Community Condominium Project. At any point in time the Project shall consist of Phase No. 1 and all Phases which theretofore have been added to and merged with Phase No. 1.

18. Management Body shall mean and refer to either the Management Committee or the Home Owners Association as the context admits.

19. Management Bodies shall mean and refer to the Management Committee and the Home Owners Association, collectively.

II. Submission to the Act. Declarant hereby submits to the provisions of the Act as the Tract associated with Phase No. 1 of the Project, the following described real property situated in the County of Salt Lake, State of Utah, to-wit:

Beginning at a point on the West right-of-way line of 700 East Street, said point being North 89°58'25" West 62.00 feet and South 0°14'13" West 1796.605 feet from the Northeast corner of Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, said point of beginning also being South 66.38 feet and East 169.975 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South

0°14'13" West along the West line of 700 East Street 780.885 feet; thence West 913.21 feet; thence North 175.705 feet; thence North 60°00' East 150.81 feet; thence South 86°00' East 47.54 feet; thence North 4°00' East 129.85 feet to a point of a 20.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 21.29 feet to a point of tangency; thence North 65°00' East 58.53 feet to a point of a 300.00 foot radius curve to the left; thence Northeasterly along the arc of said curve 141.37 feet to a point of tangency; thence North 38°00' East 46.00 feet to a point of a curve to the left, the radius point of which is South 79°00' East 13.50 feet; thence Southerly and Easterly along the arc of said curve 22.79 feet to a point of tangency; thence South 85°42'36" East 226.26 feet; thence North 0°13' East 155.02 feet; North 87°59'36" West 245.00 feet; thence North 20°44'10" West 30.335 feet; thence North 18°00' West 44.00 feet to a point of a 200.00 foot radius curve to the left; thence Northerly along the arc of said curve 66.11 feet; thence South 87°59'36" East 588.32 feet to the beginning.

LESS the following:

Beginning at a point South 2360.50 feet and West 634.59 feet from the Northeast corner of Lot 10, Block 6, 10 Acre Plat A, Big Field Survey and running thence North 9°00' East 4.00 feet; thence South 81°00' East 4.00 feet; thence South 9°00' West 4.00 feet; thence North 81°00' West 4.00 feet to the point of beginning (the Well Property) together with a 15.00 foot easement for a water line running East of the Well Property the center line of which is described as follows:

Beginning at a point South 2358.83 feet and West 632.30 feet from the Northeast corner of Lot 10, Block 6, 10 Acre Plat A, Big Field Survey and running thence North 81°00' West 177.86 feet to the West boundary line of Lexington Village at Old Farm.

RESERVING TO Richard Prows, Inc. (the Owner of the Well Property), its successors and assigns, a perpetual, non-exclusive easement over, upon and across the accessible Common Areas of this Condominium Project for ingress to and egress from the Well Property.

FURTHER RESERVING to the Owner the right to extract water from the Well Property; to sell the same; to operate and maintain the well pump and incidental facilities with or on the Well Property, and other rights as set forth in the Declaration of Condominium of Lexington Village recorded concurrently herewith.

SUBJECT TO the provisions of the "Declaration of Covenants, Conditions and Restrictions Concerning the Old Farm Community" recorded in the office of the County Recorder of Salt Lake County, Utah on the 19th day of June, 1974, in Book 3613, Page 431 to 447, as Entry No. 2630430

RESERVED from the foregoing submission are such easements and rights of ingress and egress over, across, through, and under the above described tract and any improvements now or hereafter constructed thereon as may be necessary to develop each and every part of the Entire Tract as a Phase or Phases or as separate Condominium Projects. If, pursuant to this reservation, the above described real property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall terminate upon the first to occur of the following events: (a) When each and every part of the Entire Tract is part of a fully completed planned Community known as the "Old Farm Community" or (b) When the right to add additional Phases or Projects to the Community terminates.

III. Covenants, Conditions and Restrictions. The foregoing submission is made upon and under the following covenants, conditions and restrictions:

1. Description of Improvements. The improvements included in Phase No. 1 of the Project are now or will be located upon the Tract above described, and all of such improvements are described in the Map. As shown in the Map, each of the Units includes a basement and a double-car garage attached thereto (except that of Units 73 and 74 in Building 17C and Unit 75 in Building 19B which are detached). The Map also indicates the number of stories, the number of Units which are to be contained in the buildings which comprise a part of such improvements the dimensions of the Units, and other significant facts of the Project. The Project is divided into 77 Units contained in nineteen (19) buildings. The recreational improvements include the social center and the pool shown on Sheet 1 of the Map. The buildings are of concrete brick veneer with painted pine trim and tile roof. Each of the Units in the Project, except Unit No. 75 in Building 19B, has seven rooms on the main floor (plus basement) including: living room, dining room, kitchen, master bedroom, two bathrooms and a den. Said Unit

No. 75 in Building 19B has eight rooms: three bedrooms, living room, kitchen, dining room, two bathrooms, plus basement.

2. Description and Legal Status of Units. The Map shows the Unit number of each Unit, its location, dimensions from which its area may be determined, the Limited Common Areas which are reserved for its use, and the Common Areas of the Project. All Units include garages as shown on the Map.

3. Exhibit "A" Contents. Exhibit "A" attached to this Declaration and made a part hereof furnishes the following information with respect to each Unit: (a) The Building Designation; (b) the Unit Number; and (c) Its appurtenant percentage of undivided ownership interest in the Common Areas.

4. Common and Limited Common Areas. The Common Areas contained in the Project are described and identified in Article I hereof and in the Map. Neither the percentage of undivided interest in the Common Areas nor the right of exclusive use of a Limited Common Areas shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

5. Determination of Undivided Interest. The proportionate share of the Unit Owners in the Common Areas is based on the proportionate value that each of the Units bears to the total value of the property. The percentage of Ownership in the Common Areas shall be for all purposes including, but not limited to, voting and assessment for common expenses. The maximum interest of each of the Unit Owners in the Common Areas shall be as set forth in said Exhibit "A". Such maximum interest shall be subject, as to each Unit Owner, to diminution to a minimum of .6% in the event the Project is expanded to the maximum number of Units set forth in paragraph 27(a) hereof.

6. Holding Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

7. No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium Ownership described herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Areas appurtenant to such Unit, shall always be conveyed, devised, encumbered, and otherwise affect only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, or other disposition of a Unit or any part thereof shall constitute a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

8. No Partition. The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring action for partition thereof.

9. Use of Common Areas and Limited Common Areas. Subject to the limitations contained in the Declaration, any Unit

Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein (and on the Map) for exclusive use by such Unit Owner.

10. Unit Maintenance. Each Owner shall have the exclusive right at his sole cost and expense to maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dish washer, disposal equipment, range, or other appliances or fixtures that may be in, or connected with, his Unit.

11. Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designed for use in connection with his Unit in a clean, sanitary and attractive condition at all times.

12. Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either to the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building on the property, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

13. Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Association shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Association or of Unit Owners; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substan-

tially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to the Declaration of Covenants, Conditions and Restrictions Concerning the Old Farm Community above referred to.

14. Right of Ingress, Egress, Lateral Support.

Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to the Limited Common Areas designated for use in connection with his Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

15. Easement to Management Committee. The Management Bodies shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this and the Old Farm Declaration.

16. Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the real property above described for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.

17. Legal Description of a Unit. Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah, and in substantially the following fashion:

Unit _____ in Building _____ as shown in the Record of Survey Map for Lexington Village at Old Farm, A Prowswood Open Space Community Condominium appearing in the Records of the County Recorder of Salt Lake County, Utah, in Book _____ Page _____ of Platts, and as defined and described in the Declaration of Condominium, appearing in such records in Book _____, Page _____ of Records.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to Ownership of a Unit and all the limitations on such ownership as described in this Declaration.

18. Status and General Authority of Committee.

(a) Except as hereinafter provided, the Condominium Project shall be managed, operated, and maintained by the Management Committee as agent for the Unit Owners. The Committee shall,

in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Committee's name. The Management Committee shall have, and is hereby granted, the following authority and powers:

- (1) The authority without the vote or consent of the Unit Owners or of any other person(s) to grant or create on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas.
- (2) The authority to execute and record, on behalf of all of the Unit Owners, any amendments to the Declaration or the Map which has been approved by the vote or consent necessary to authorize such amendment.
- (3) The power to sue and be sued.
- (4) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.
- (5) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances have been obtained.
- (6) The power and authority to purchase, or otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- (7) The power and authority to add any interest in real property obtained pursuant to subparagraph 6 above to the Project, so long as such action has been authorized by the necessary vote or consent.
- (8) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.
- (9) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Home Owners Association, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(b) Composition of Committee, Election, Vacancy.
The Management Committee shall be composed of five (5) members. At the first regular Unit Owners' meeting two (2) Committee members shall be elected for one-year term, two (2) members for two-year

term, and one member for a three-year term. Members shall serve on the Committee until their successors are elected. Only Unit Owners or spouses of Unit Owners and officers, directors, agents and employees of Owners other than individuals shall be eligible for Committee membership. At the annual meeting each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that until title to all of the Units shall have been conveyed by the Declarant to the purchasers thereof, the Declarant alone, at its option, shall select the Management Committee or act as the Management Committee. In the event a Committee seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected.

(c) Rights and Duties. The Management Committee, subject to the rights and duties of the Home Owners Association regarding Project Maintenance as provided in the Old Farm Declaration, shall be responsible for the general management of the Project. It is recognized that under the Old Farm Declaration the Home Owners Association has the obligation to maintain the Common Areas of this (and other) Projects in the Old Farm Community. However, and notwithstanding anything contained herein or in the Old Farm Declaration to the contrary, in the event of the failure or refusal of the Home Owners Association to maintain all the Common Areas of this Project as contemplated in this Declaration and in the Old Farm Declaration, then the Management Committee shall maintain the same.

(d) Right of Delegation to Manager. The Management Committee may carry out any of its functions which are capable of delegation through a manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

(e) Payment for Services, Etc. The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its functions in the Project, whether such personnel are furnished or employed directly by the Management Committee or by any person or entity with whom or it contracts. The Management Committee may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. It is recognized that the Home Owners Association may arrange with other persons to furnish snow removal, ground maintenance and other common services to the Project.

(f) Personal Property Ownership and Use. The Management Committee may acquire and hold for the use and the benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferrable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the trans-

BOOK 3613 PAGE 465

feror's beneficial interest in such property without any reference thereto, and such beneficial interest may in no event be reserved by the transferor of a Unit. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

(g) Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the use of the Common Areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration and in the Old Farm Declaration creating the Home Owners Association. The Management Committee may suspend any Owner's voting rights at the meeting of the Unit Owners during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owners under this Declaration. The Management Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

(h) Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of, the Common Areas requiring expenditure in excess of \$3,000.00 without the prior approval of Unit Owners holding a majority of the voting power.

19. Old Farm Association. The conveyance of each Unit and its proportionate share of the Common Areas will be subject to the covenants, conditions, restrictions, easements, charges and liens as contained in the Old Farm Declaration and any supplements or amendments thereto recorded in the office of the County Recorder of Salt Lake County, Utah, prior to the conveyance of any Unit. The Old Farm Declaration provides, inter alia, that all Unit Owners in the Old Farm Community shall, upon becoming same, automatically become members of the Old Farm Home Owners Association which shall own, maintain and administer certain facilities, maintain the Common Areas of the Projects, and enforce the covenants and restrictions as imposed in said Old Farm Declaration and to collect and disburse the assessments and charges created in the Old Farm Declaration. The Old Farm Home Owners Association shall be for the benefit of the Old Farm Community as defined in the Old Farm Declaration.

20. Assessments.

(a) Agreement to Pay Assessments. Each Owner of a Unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Management Bodies or either of them for the purpose provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.

(b) Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Bodies to provide for the payment of all estimated expenses growing out of or connected with

the maintenance and operation of the Common Areas or furnishing utility services to the Units, which estimates may include among other things, expenses of management; taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting; water charges; repairs and maintenance of the Common Areas by the Home Owners Association; wages for employees of the Management Committee; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve; surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Management Bodies for the benefit of the Owners under or by reason of this Declaration.

(c) Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their respective undivided interest in the Common Areas, whether assessable by the Management Committee or the Home Owners Association, provided, however, that until a Unit has been both fully improved with all utilities installed and occupied for the first time as a residence, the monthly assessment applicable to such Unit shall be ten percent (10%) of the monthly assessment fixed for other Units.

(d) Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar year basis. The Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of commencement of the assessment. Each annual assessment shall be due and payable in monthly installments. Each monthly assessment shall bear interest at the rate of ten percent (10%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Such monthly assessment becomes payable upon the date the Unit Owner purchases his Unit whether by conveyance of title or entering into a contract of sale and purchase.

(e) Special Assessments. In addition to the annual assessments authorized hereunder, the Management Bodies or either of them, may levy in any assessment year, special assessments, subject to the provisions of paragraph 18(g) above, payable over such a period as the assessing body may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Management Bodies, or either of them, to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs hereof which shall make specific reference to this paragraph. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Declarant's interest in the Common Areas shall be determined on the same basis set forth in subparagraph (c) above. Notice in writing

BOOK 3513 PAGE 467

of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of ten per cent (10%) per annum from the date it becomes due and payable if not paid within thirty days after such date.

(f) Lien for Unpaid Assessments. All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Body making the assessment. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (b) encumbrances on the interest of the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this section, the Body making the assessment may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by such Body and may be recorded in the office of the County Recorder of Salt Lake County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Body making the assessment in the same manner in which mortgages or trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to such Body any assessments against the Unit which shall become due during the period of foreclosure. Such Body shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the assessing Body and recorded in the office of the County Recorder of Salt Lake County, Utah, upon payment of all sums and secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payments such encumbrancer shall be subrogated to all rights of the Body with respect to such lien, including priority.

The assessing Body shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the assessing body written notice of such encumbrance.

(g) Personal Obligation Assessments. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Management Bodies. Suit to recover a money judgment for such personal obligation shall be maintainable by the appropriate Management Body without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

(h) Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed ten dollars (\$10.00) and upon written request of any Owner or mortgagee, prospective mortgagee or prospective purchaser of a Unit, the Management Body concerned shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; credit for advance payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon such Management Body in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the lien of a mortgagee which became due prior to the date of making such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within ten (10) days period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Unit.

(i) Purchaser's Obligation. Subject to the provisions of subparagraph (h), a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

(j) Collection by Home Owners Association. It is recognized that the Home Owners Association under the Home Owners Declaration will maintain the Common Areas of the Project except as otherwise contained therein. It is further recognized that the Management Committee of the Project is authorized to levy assessments for the purposes of performing functions it is authorized to perform within the Project. With respect to the Units in the Project, the Management Committee shall be authorized to utilize the Home Owners Association for the purposes of collecting from the Unit Owners and enforcing liability for the payment of assessments levied pursuant to this Declaration.

21. Use of Condominium Units.

(a) Single Family Housing Use. Each of the Units in the Project is intended to be used for single family residential housing and is restricted to such use.

(b) Restrictions Concerning Common Areas. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Management Committee.

(c) Miscellaneous Restrictions. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Management Committee, but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

(d) Animals. No livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, except that household pets (dogs and cats) may be kept in Units, subject to strict observances of rules and regulations adopted by the Management Committee.

(e) No Violation of Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Areas as adopted from time to time by the Management Committee.

(f) Restrictions on Alterations. No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Management Committee.

(g) Declarant's Right to Sell Units. Notwithstanding anything contained herein to the contrary, until the Declarant

BOOK 3613 PAGE 470

has completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarant nor the Management Bodies, or either of them, shall interfere with the completion of the contemplated improvements and sale of the remaining Units. The Declarant may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office, the showing of the Units, and the display of signs.

22. Insurance. The Management Committee shall secure and at all times maintain the following insurance coverages:

(a) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of the entire Project. Such policy or policies shall be made payable to the Committee and all persons holding an interest in the Project or any of the Units, as their interests may appear.

(b) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the Project or of any Unit which may arise among themselves, to the public, and to any invitees or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than \$300,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

(a) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature, and use.

(b) The Committee shall have the authority to adjust losses.

(c) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.

(d) Each policy of insurance obtained by the Committee shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents, and guests; that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Committee or of the Manager without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

(e) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a copy of his policy within thirty (30) days after he acquires such insurance.

23. Damage to Project. In the event of damage to or destruction of part or all of the improvements in the Condominium Project, the following procedures shall apply:

(a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this Paragraph 23 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 23 regarding the extent of damage to or destruction of Project improvements shall be made by three MAI appraisers selected by the Management Committee. The decision of any two such appraisers shall be conclusive.

24. Well Property and Related Provisions.

(a) Property Description. Richard Prows, Inc., its

successors and assigns, being the Declarant herein, is the Owner in fee simple of that certain tract of land in Salt Lake County, Utah, and more particularly described as follows:

Beginning at a point South 2360.50 feet and West 634.59 feet from the Northeast corner of Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, and running thence North 9⁰⁰ East 4.00 feet; and South 81⁰⁰ East 4.00 feet; thence South 9⁰⁰ West 4.00 feet; thence North 81⁰⁰ West 4.00 feet to the point of beginning, hereinafter referred to as the "Well Property".

Together with a 15 foot easement for water line running West of the Well Property, the center line of which is described as follows:

Beginning at a point South 2358.83 feet and West 632.30 feet from the Northeast corner of Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, and running thence North 81⁰⁰ West 177.86 feet to the west boundary line of Lexington Village at Old Farm.

(b) Provisions of Well Property. With respect to the Well Property, it is recognized that Richard Prows, Inc., its successors and assigns, shall have all the rights and obligations of a fee owner thereof including, but not limited to, the right to extract water therefrom; to use, sell and otherwise dispose of the same; to have such utility easements and other rights to the Well pump as may be necessary to operate the pump thereof; to operate, repair, replace, maintain and otherwise deal with the pump and other facilities connected therewith and the right to enlarge the Well and the pumping facilities thereof. These provisions, or any of them, shall never be amended without the written consent of the Declarant.

25. Limited Access Points.

(a) Descriptions. The following described real property within the perimeter of the project shall be "points of limited access":

(1) North of Building 11-C:

Said point described as being North 175.705 feet and North 60⁰⁰ East 150.18 feet and South 86⁰⁰ East 41.54 feet from the Southwest corner of Lexington Village at Old Farm Project, said point being further described as being South 2328.69 feet and West 813.82 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat A, Big Field Survey.

BOK 3613 PAGE 473

(2) Southwest of Building 17-C:

Said point described as being North 87°59'36" West 588.32 feet to a point on a curve to the right, the radius point of which is South 53°03'40" West 200.00 feet and Southerly along the arc of said curve 66.11 feet to a point of tangency and South 18°00' East 44.00 feet and South 20°44'10" East 30.335 feet and South 87°59'36" East 5.00 feet from the Northeast corner of Lexington Village at Old Farm Project, said point being further described as being South 1904.20 feet and West 597.69 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat A, Big Field Survey.

(b) Limited Uses. Said points of limited access shall not be open for general traffic. The same shall be used or accessible for certain permitted uses, including, but not by way of limitation, police, fire, and other emergency, urgent or other permitted uses as the Management Bodies, or either of them, may determine and allow.

26. Transfer or Lease of Units. The Owner of any Unit in the Project who desires to sell his Unit, or to enter into any agreement for the occupancy of said Unit by another person or persons, shall give the Management Committee ten (10) days' advance written notice thereof, which notice shall state the name and address of the proposed purchaser or occupant, as the case may be, and the terms and conditions upon which said proposed purchaser or occupant agrees to purchase or occupy said Unit. The Management Committee shall have the right, exerciseable at any time within ten (10) days after its receipt of such notice, to purchase or enter into an agreement for the occupancy of said Unit upon the same terms and conditions as those specified in that notice; provided, however, that in the event the Management Committee enters into an agreement hereunder for the occupancy of any Unit, it shall have the right to sublet said Unit to any person or persons reasonably suitable to the Management Committee. In the event the Management Committee determines that it desires to purchase, or enter into an agreement respecting the occupancy of a Unit as above provided, but concludes that the price or rental specified in the notice is unreasonable, the Management Committee shall give the Owner or Owners of said Unit written notice thereon within seven (7) days after its receipt of notice of the proposed sale or occupancy arrangement. The notice thus given by the Management Committee shall state that it 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 Management Committee believes the price or rental specified in the notice given to it is unreasonable. The Management Committee shall thereafter be obligated to purchase said Unit, or enter into an agreement for the occupancy of same, as the case may be, at a price or rental to be determined by a group of three MAI Appraisers to be selected as follows: The Management Committee shall select one

appraiser, the Unit Owner or Owners concerned shall select one appraiser, and the two appraisers thus selected shall select the third appraiser. In the event all three appraisers cannot agree on a price or rental to be paid, as the case may be, the decision of any two of the three shall be binding.

The Management Committee, upon written request of any prospective seller, buyer, lessor, tenant or mortgagee, shall furnish a duly acknowledged certificate of compliance with, or a waiver of, the provisions of the next preceding paragraph. Such a certificate shall be conclusive evidence of the facts stated therein.

27. Expansion of the Project.

(a) Reservation of Right to Expand. Declarant hereby reserves the right to expand the Condominium Project to include additional Units in the Project. Notwithstanding any provision of the Act which might be construed to the contrary, such right may be exercised without then obtaining the consent or vote of any person and shall be limited only as herein specifically provided. Such Units shall be constructed on other real property then owned by Declarant within the Entire Tract. The total number of Units in the Project, as expanded, shall not exceed 110 Units, nor shall the total acreage of the expanded area exceed 3.75 acres.

(b) Supplemental Declarations and Supplemental Maps. Such expansion may be accomplished by the filing for record by Declarant in the office of the County Recorder of Salt Lake County, Utah, no later than 30 years from the date this Declaration is recorded in said office, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Units, together with a supplemental Map or Maps containing the same information with respect to the new Units as was required on the Map with respect to the initial Units. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

(c) Expansion of Definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. E.g., "Tract" shall mean the real property hereinabove described in Section II, page 5, plus any additional real property added to the Project by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Units after such expansion shall be effective to transfer rights in the Project, as expanded by use of the form of description set forth in paragraph 17 hereof, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Salt Lake County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer and convey to then Owners of Units in the Project as it existed before such expansion the respective undivided interests set forth in Exhibit "A" hereto in the new Common Areas added to the Project as a result of such expansion. Such recordation shall also operate to vest in any then Mortgagee of any Unit in the Project as it existed in-

terest so acquired by the Owner of the Unit encumbering the new Common Areas added to the Project as a result of such expansion.

(d) Declaration Operative on New Units. The new Units shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon placing the Supplemental Map and Supplemental Declaration in the said office of the Salt Lake County Recorder.

(e) Right of Declarant to Adjust Percentages of Common Areas. Each deed of a Unit shall be deemed to irrevocably reserve to the Declarant the power to appoint to Unit Owners, from time to time, the percentages in the Common Areas set forth in Supplemental or Amended Declaration. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of the Common Areas in accordance with Supplemental or Amended Declarations recorded pursuant hereto and each deed of a Unit in the Project shall be deemed a grant of such power to said attorney in fact. Various provisions of this Declaration and deeds and mortgages of the Units may contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas can be accomplished. Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Common Areas may be effected more than seven (7) years after the effective date of this Declaration.

Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Map incident to any expansion, the revised schedule of undivided interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supercede any similar schedule which was contained in any declaration associated with any prior phase. In the event the provisions of the separate instruments relating to the Project conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

28. Amendment. Except as provided below, the vote of at least 2/3 of the undivided ownership interest in the Common Areas and Facilities shall be required to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this paragraph for amendment has occurred. The foregoing right of amendment shall be subject to the following paramount rights:

(a) Until Units representing 70% of the undivided ownership interest in Phase No. 1 of the Project have been sold, Declarant shall have, and is hereby vested with, the right to amend this Declaration or the Record of Survey Map. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law.

(b) Until all portions of the Entire Lexing-

ton Tract are included in the Project, or until the right to enlarge the Project through the addition of Phases terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to amend this Declaration and the Record of Survey Map as may be reasonably necessary or desirable to facilitate the practical, technical, administrative, or functional integration of Phase No. 1 or of any subsequent Phase into the Project.

(c) As each additional Phase is added to the Project, Supplemental Declaration, and Supplemental Map associated with such Phase shall, in the manner detailed in Paragraph 27 of this Declaration, supplement and amend all such instruments relating to all Phases previously included in the Project.

29. Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of undivided ownership interest.

30. Service of Process. E. Vincent Clayton, whose address is 3845 South 2700 East, City and County of Salt Lake, State of Utah, is the person to receive service of process in the cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Salt Lake County, State of Utah. Provided, however, that the agent for service of process named in the declaration relating to the Phase most recently added to the Project shall automatically constitute such agent for the Project, and shall automatically replace any agent previously named by the Management Committee or any agent designated in any enabling declaration relating to a previously added Phase.

31. Mortgage Protection. Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any Unit shall be subject and subordinate to, and shall not effect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Paragraph 7 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

(c) By subordination agreement executed by a majority of the Management Committee, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

32. Miscellaneous Provisions. Notwithstanding anything to the contrary herein contained, it is hereby declared, certified and agreed as follows:

(a) Mortgagee's Right of Notification of Default. Any holder of the Mortgage is entitled to written notification from the Management Committee of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligation under the Declaration which is not cured within thirty (30) days.

(b) Priority of Mortgagee Over Certain Assessments. Any holder of the Mortgage which comes into possession of the Unit pursuant to the remedies provided in the Mortgage, foreclosure of the Mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

(c) Certain Prohibitions Imposed on Unit Owners. Unless all holders of first mortgage liens on individual Units have given their prior written approval, the Unit Owners of the Project shall not:

(1) Change the pro rata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of the Common Areas and proceeds of the Project;

(2) Partition or subdivide any Unit or the Common Areas of the Project; nor

(3) By act or omission seek to abandon the Condominium status of the Project except as provided by statute in case of substantial loss to the Units and Common Areas of the Project.

(d) Mortgagee's Exemption. Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" or other provisions relating to sale or lease of the Units in the Project.

(e) All assessments paid by Unit Owners for capital improvement purposes shall be considered as contributions of capital.

33. Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its percentage of interest in the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly,

each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit.

34. Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

35. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all cost, expenses, and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

36. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

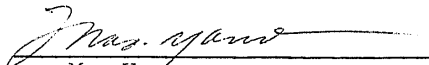
37. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

38. Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

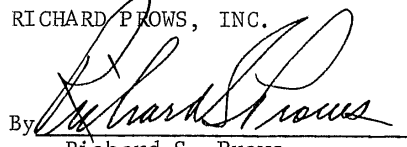
39. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed and its seal be affixed hereto on the date and year aforesaid.

Attest:

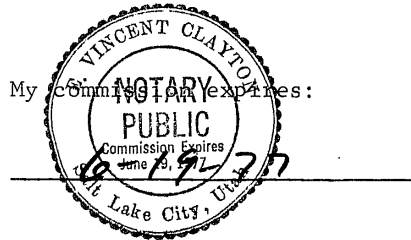

Mas Yanó,
Secretary

RICHARD PROWS, INC.

By 
Richard S. Prows,
President

STATE OF UTAH)
 : ss
County of Salt Lake)

On this 13th day of June, 1974, personally appeared before me RICHARD S. PROWS and MAS YANO, who being by me duly sworn, did say that they are the President and Secretary, respectively, of RICHARD PROWS, INC., a Utah corporation, and that the foregoing instrument was signed by them in behalf of said Corporation by authority of a resolution of its Board of Directors and the said Richard S. Prows, and Mas Yano each duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.



Vincent Clayton
Notary Public, Residing
At Salt Lake City, Utah

CONSENT OF PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION TO
SUBMIT PROPERTY TO CONDOMINIUM OWNERSHIP.

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION, the undersigned, a corporation of the United States, with its principal office at Salt Lake City, Utah, being the Trustee and Beneficiary of the Trust Deed affecting the real property hereinbefore submitted by Declarant to the provisions of the Utah Condominium Ownership Act, does hereby consent to such submission by the Declarant. In so consenting, the undersigned merely submits its interests in said real property to the provisions of the said Act. The undersigned has made no representations or warranties in the Declaration and does not assume any of the obligations of a sponsor of the said Condominium Project.

Dated this 13th day of June, 1974.

Attest:

John B. Anderson
John B. Anderson,
Secretary

PURDENTIAL FEDERAL SAVINGS &
LOAN ASSOCIATION

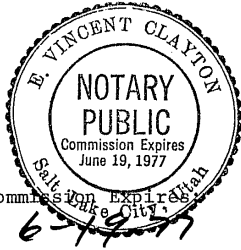
By Robert R. Murray
Robert R. Murray,
Senior Vice President

BOOK 3613 PAGE 480

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss
County of Salt Lake)

On this 13th day of June, 1974, personally appeared before me, ROBERT R. MURRAY and JOHN B. ANDERSON, who being by me duly sworn, did say, each for himself, that he, the said ROBERT R. MURRAY, is the Senior Vice President, and he, the said JOHN B. ANDERSON, is the Secretary of PRUDENTIAL FEDERAL SAVINGS AND LOAN, a Corporation of the United States, and that the within and foregoing instrument was signed in behalf of said Corporation by the authority of a resolution of its board of directors, and the said ROBERT R. MURRAY and JOHN B. ANDERSON each duly acknowledged to me that said Corporation executed the same.



E. Vincent Clayton
Notary Public
Residing at: Salt Lake City, Utah

CONSENT OF CONTINENTAL BANK & TRUST COMPANY TO
SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP.

CONTINENTAL BANK & TRUST COMPANY, of Salt Lake City, Utah, the undersigned, a Utah banking and fiduciary corporation, with its principal office at Salt Lake City, Utah, being a mortgagee affecting the real property hereinbefore submitted by Declarant to the provisions of the Utah Condominium Ownership Act, does hereby consent to such submission by the Declarant. In so consenting, the undersigned merely submits its interests in said real property to the provisions of the said Act. The undersigned has made no representations or warranties in the Declaration and does not assume any of the obligations of a sponsor of the said Condominium Project.

Dated this 13th day of June, 1974.

Attest:
Robert A. Bailey
Robert A. Bailey
Second Vice President

CONTINENTAL BANK & TRUST CO.
By *A. L. Higgins*
A. L. Higgins
Executive Vice President

BOOK 3613 PAGE 484

EXHIBIT "A"

Lexington Village at Old Farm,
A Prowswood Open Space Community Condominium Project

<u>Building No.</u>	<u>Unit No.</u>	<u>Percentage Ownership of Common Areas</u>
1M	1	1.3505%
1M	2	"
1M	3	"
1M	4	"
1M	5	"
1M	6	"
2M	7	"
2M	8	"
2M	9	"
2M	10	"
2M	11	"
2M	12	"
3M	13	"
3M	14	"
3M	15	"
3M	16	"
3M	17	"
3M	18	"
4M	19	"
4M	20	"
4M	21	"
4M	22	"
4M	23	"
4M	24	"
5M	25	"
5M	26	"
5M	27	"
5M	28	"
5M	29	"
5M	30	"
6M	31	"
6M	32	"
6M	33	"
6M	34	"
6M	35	"
6M	36	"
7C	37	1.2234%
7C	38	"
7C	39	"
7C	40	"
8C	41	"
8C	42	"
8C	43	"
8G	44	"

<u>Building No.</u>	<u>Unit No.</u>	<u>Percentage Ownership of Common Areas</u>
9C	45	1.2234%
9C	46	"
9C	47	"
9C	48	"
10C	49	"
10C	50	"
10C	51	"
10C	52	"
11C	53	"
11C	54	"
11C	55	"
11C	56	"
12C	57	"
12C	58	"
12C	59	"
12C	60	"
13C	61	"
13C	62	"
14C	63	"
14C	64	"
15M	65	1.3505%
15M	66	"
15M	67	"
15M	68	"
16M	69	"
16M	70	"
16M	71	"
16M	72	"
17C	73	1.2234%
17C	74	"
18C	76	"
18C	77	"
19B	75	<u>1.4292%</u>
Total:		100.0000%

EXHIBIT "B"

BY-LAWS

OF

LEXINGTON VILLAGE AT OLD FARM

A PROWSWOOD OPEN SPACE COMMUNITY

I

IDENTITY

1.1 These are the By-Laws of the LEXINGTON VILLAGE AT OLD FARM, A PROWSWOOD OPEN SPACE COMMUNITY Condominium Project.

II

APPLICATION

2.1 All Unit Owners, tenants, or any other person(s) who might use the facilities of this Condominium Project in any manner are subject to the provisions set forth in these By-Laws. The mere acquisition or rental of any of the Units or the mere act of occupancy or use of any of said Units will signify that these By-Laws are accepted, ratified, and will be observed by such persons.

III

MEETING OF UNIT OWNERS

3.1 Place of Meetings. Meetings of the Unit Owners shall be held at such place within the State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.

3.2 Annual Meeting of Unit Owners. The first regular meeting of the Unit Owners shall be held on the 15th day of November, 1975, at such place as the Management Committee shall specify. Thereafter, the annual meeting shall be held on such day of each succeeding year; provided, however, that whenever such date falls on 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 on such other date and at such place as it may deem appropriate or desirable.

3.3 Special Meetings of Unit Owners. Special meetings of the Unit Owners may be called at any time by written notice served by the Management Committee, or by Unit Owners having 30 percent of the total votes, delivered not less than seven (7) days prior to the date fixed for such meeting. Such meeting shall be held on the Project or at such other place as the Management Committee may specify and the notice thereof shall state the place, date, time and matters to be considered.

3.4 Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Unit Owner at the address given by such person to the Management Committee for the purpose of service of such notice or to the Unit of such person if no address has been given. Such address may be changed by Unit Owners from time to time by notice in writing to the Management Committee.

3.5 Quorum. At any meeting of the Unit Owners, the Owners of more than forty (40) percent in the aggregate interest of the undivided ownership of Common Areas shall constitute a quorum for any and all purposes, except where by express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. 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 holders of the amount of interest 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.

3.6 Voting. When a quorum, as provided in the Act is present at any meeting, the vote of Unit Owners representing more than fifty (50) percent of the undivided ownership of Common Areas, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provisions of the statutes, the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the Secretary at least five days prior thereto. Proxies for special Unit Owners' meetings must be of record with the Secretary at least two days prior to such meeting.

3.7 Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these By-Laws, or by statutes or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

IV

MANAGEMENT COMMITTEE

4.1 Purpose and Powers. The business, property and affairs of the Condominium Project shall be managed and governed by the Management Committee pursuant to paragraph 18 of the Declaration. The Management Committee, as it deems advisable,

may enter into such management agreement or agreements with a third person, firm, or corporation to act as the Manager of the Project.

4.2 Regular Meetings. A regular annual meeting of the Management Committee shall be held immediately after the adjournment of each annual Unit Owner's meeting. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as the Chairman of the Management Committee may from time to time designate.

4.3 Special Meetings. Special meetings of the Management Committee shall be held whenever called by the Chairman, the Vice Chairman, or by any two or more members thereof. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place.

4.4 Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the Management Committee then in office.

4.5 Compensation. Members of the Management Committee, as such, shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed to preclude any member thereof from serving the Project in any other capacity and receiving compensation therefor.

4.6 Waiver of Notice. Before or at any meeting of the Management Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting thereof shall be waiver of notice by him of the time and place thereof.

4.7 Adjournment. The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.8 Fidelity Bonds. The Management Committee may, in its discretion, require that all officers and employees of the Management Committee handling or responsible for funds shall require adequate fidelity bonds. The premium on such fidelity bonds shall be paid by the Management Committee.

V

OFFICERS

5.1 Designation and Election. The principal officers of the Management Committee shall be a Chairman, a Vice Chairman, a Secretary, and a Treasurer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as it in its judgment may be necessary or desirable. Except as otherwise mentioned in Paragraph 18 of the

Declaration, such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

5.2 Other Officers. The Management Committee may appoint such other officers, in addition to the officers hereinabove expressly named, as it shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

5.3 Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Management Committee.

5.4 Chairman. The Chairman shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Condominium Project all instruments and contracts of material importance to its business, shall do and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Unit Owners and of the Management Committee. He shall have all of the general powers or duties which are normally vested in the office of the president of a corporation, including but not limited to the power to appoint committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Condominium Project.

5.5 Vice Chairman. The Vice Chairman shall take the place of the Chairman and perform his duties whenever the Chairman shall be absent, or unable to act. If neither the Chairman nor the Vice Chairman is able to act, the Management Committee shall appoint some other member thereof to do so on an interim basis. The Vice Chairman shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Management Committee and of the Unit Owners; he shall have charge of the books and papers as the Management Committee may direct; and he shall in general, perform all the duties ordinarily incident to the office of the Secretary.

5.7 Treasurer. The Treasurer shall have the responsibility for the funds of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts and of all disbursements in books belonging to the Management Committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Management Committee in such depositories as may be from time to time designated by the Management Committee.

5.8 Compensation. No compensation shall be paid to

the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Management Committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

VI

ACCOUNTING

6.1 Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.

6.2 Report. At the close of each accounting year, the books and records of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners; provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if at least 75 percent of the owners of undivided interest in the Common Areas determine so to do.

6.3 Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the Management Committee or the Manager for inspection at reasonable times by any Unit Owner.

VII

BUILDING RULES

The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium Project, and it may from time to time by resolution, alter, amend and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their Lessees and the persons over whom they have or may exercise control or supervision, it being declared that such rules and regulations shall be binding upon all Unit Owners of the Project. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof.

VIII

AMENDMENT OF BY-LAWS

These By-Laws may be amended at any duly constituted meeting of the Unit Owners called for that purpose of the affirmative vote of at least two-thirds of the ownership in the Common Areas.

BOOK 3613 PAGE 489