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405 SOUTH MAIN STREET

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41.50 Fee Paid KATH L. DIXON  
Recorder Salt Lake County, Utah  
By Cheryl Warrington  
Title

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CONDOMINIUM DECLARATION  
OF HARVEL PARK

THIS DECLARATION, made and executed as of the 15th day of March, 1978, by HARVEL, LTD., a Limited Partnership, hereinafter designated and referred to as "Declarant", pursuant to the provisions of the Utah Condominium Ownership Act, (Utah Code Annotated 1953, Section 57-8-1 through 57-8-35).

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property situated in Salt Lake County, State of Utah, which is described on the attached Exhibit "A", and,

WHEREAS, Declarant has constructed certain buildings and other improvements upon the aforesaid premises in accordance with plans and drawings set forth in the record of Survey Map filed concurrently herewith, dated the 15th day of March, 1978, consisting of two sheets, prepared and certified by Robert G. MacDonald, a duly registered land surveyor for the State of Utah, having Certificate No. 4259; and,

WHEREAS, Declarant desires, by filing this Declaration and the aforesaid Record of Survey Map, to submit the above-described property and the apartment home buildings and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project to be known as "HARVEL PARK", and,

WHEREAS, Declarant desires and intends to sell the fee title to the individual units contained in said condominium project, together with the undivided ownership interests in the common areas

SECURITY TITLE COMPANY  
185360

LAW OFFICES  
TUFT AND MARSHALL  
(ASSOCIATES)  
103 SOCIAL HALL AVE.  
SALT LAKE CITY,  
UTAH 84111  
(801) 531-6200

POSTAGE PAID 689

and facilities appurtenant to each of said apartment home units, to various purchasers, subject to the covenants, restrictions and limitations herein reserved to be kept and performed;

NOW THEREFORE, for such purposes, Declarant hereby makes the following declaration:

1. DEFINITIONS

(a) The term, "The Act", shall mean and refer to the Utah Condominium Ownership Act, as the same may be amended from time to time.

(b) The term, "the Condominium Project", shall mean and refer to the tract of land described on Exhibit "A" attached hereto, together with all improvements and appurtenances located thereon or belonging thereto.

(c) The term, "Record of Survey Map", shall mean and refer to that certain Record of Survey Map filed with this Declaration, dated the 15 day of March, 1978, consisting of two sheets, prepared by Robert G. MacDonald, a registered Utah Land Surveyor, which map is attached hereto as Exhibit "B" and by reference made a part hereof.

(d) The term, "Common Areas and Facilities", shall mean and refer to:

1. The above described land.
2. Those Common Areas and Facilities specifically set forth and designated as such in the Record of Survey Map.
3. All foundations, columns, girders, beams, supports, main walls, roofs, stairs, stairways, walks, parking areas, yards, gardens, fences, and in general all apparatus and installations included within the Condominium

Project existing for common use thereon, therein, or in connection therewith, which are or may be necessary or convenient to the existence, maintenance, safety and management of the Condominium Project.

4. Those portions of the utility lines and facilities contained within the Condominium Project which are now owned by a public utility or which are not contained within the boundaries of an apartment unit as hereinafter defined.
5. All other parts of the property necessary or convenient to its existence, maintenance safety and management which are normally in common use.

(e) The term, "Management Committee", shall mean and refer to the management committee of HARVEL PARK which is charged with and has the responsibility and authority to make and enforce all of the reasonable rules and regulations covering the operation and maintenance of the Condominium Project.

(f) The term, "Unit", shall mean and refer to each home unit contained within the Condominium Project which is designated as such on the Record of Survey Map and which is intended to be individually owned, encumbered and/or conveyed, including the walls and partitions which are wholly contained within a designated unit, and the inner decorated and/or finished surface of the perimeter walls and floors and the upper ceiling, as shown by elevation on the Record of Survey Map. The term, "Unit", shall not, however, be deemed to include the structural portions beneath the decorated surface of the perimeter walls and floors and above the interior portion of the upper ceiling surrounding such Unit; nor shall it be deemed to include columns and beams running through such Unit utilized for support of the building, pipes, wires, conduits, or

other public utility lines running through such Unit which are utilized for or serve more than one Unit, even though not expressly so designated on the Record of Survey Map.

(g) The term, "Unit Owner", shall mean and refer to the legal owner of a Unit as herein defined, together with the undivided ownership interest in the Common Areas and Facilities appurtenant thereto as herein established.

The initial Unit Owner of all Units shall be HARVEL LTD., a Limited Partnership.

(h) The term, "Common Expenses", shall mean and refer to all sums lawfully assessed by the Management Committee against the Unit Owners in accordance with the provisions of The Act, this Declaration, and the By-Laws of the Management Committee, a copy of which is attached hereto, marked Exhibit "C" and by this reference made a part hereof; and such rules and regulations pertaining to the Condominium Project as the Management Committee may, from time to time, make and adopt.

(i) The term, "Common Profits", shall mean and refer to the balance of income, rents, profits and revenues received by the Management Committee from or in connection with the management and operation of the Condominium Project which may remain after the deduction of Common Expenses.

## 2. SUBMISSION

A. Declarant hereby submits the above-described property and the buildings and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of The Act as a Condominium Project to be known as "HARVEL PARK".

The buildings are constructed with concrete footings and foundations, wood and concrete floors. Interior walls are wooden studs, masonry and drywall plaster. Exterior walls are constructed of wood, stucco and slump block.

This Declaration is submitted in accordance with the terms and provisions of the Act, and shall be construed therewith.

This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided for shall constitute covenants to run with the land hereby submitted to The Act and shall be binding upon the Declarant, its successors and assigns and upon all subsequent owners of all or any part of the Condominium Project and upon their grantees, assigns, successors, heirs, executors, administrators and devisees.

B. The Condominium Project is hereby divided into Units described in the Record of Survey Map, together with their appurtenant interests in the Common Areas and Facilities as therein set forth, which constitute separate freehold estates for all purposes provided by The Act.

C. In the event any portion of the Common Areas and Facilities encroach upon any of the Units, a valid easement shall exist for such encroachment and for the maintenance, replacement and repair of the same so long as such encroachment exists. In the event the Condominium Project is partially or totally destroyed and then re-built, minor encroachments shall be permitted as required upon the Units, and easements for such encroachments and for the maintenance of the same shall exist for such period of time as may reasonably be required for the reconstruction or repair of said

premises. A valid easement shall exist to give access to all structural improvements and utility lines contained within or running through each Unit for the purpose of examination, maintenance or repair of any such structural or utility line.

D. The Common Areas and Facilities, as hereinabove defined, are hereby set aside for the use and benefit of the respective Unit Owners in accordance with and for all purposes provided by The Act.

The percentage of undivided interest ownership in the Common Areas and Facilities appurtenant to each Unit and its owner, for all purposes, including voting, is more particularly shown upon the Record of Survey Map. Said interests shall not be altered without the consent of all of the Unit Owners expressed in an Amended Declaration duly recorded in accordance with the provisions of The Act and with this Declaration, and shall not be separated from such Units to be conveyed separately therefrom; and each such undivided interest shall be deemed to be conveyed or encumbered with the Unit to which it is appurtenant, even though the description, in the interest, conveyance or encumbrance, may refer only to the fee simple title to the Unit itself.

E. The Condominium Project, including the Common Areas and Facilities appurtenant thereto, shall be arranged, operated and maintained by the Management Committee or its designated agent, in accordance with the terms, conditions and provisions of:

- (1) The Act.
- (2) The Declaration.
- (3) The By-Laws of the Management Committee.

F. A vote of seventy percent (70%) in the aggregate, in

interest of the undivided ownership of the Common Areas and Facilities shall be required to amend this Declaration and/or the Record of Survey Map, which approval and consent shall be attested by documents duly executed and recorded by the Management Committee; provided however, that the unanimous consent of all Unit Owners shall be required to remove the Condominium Project from the provisions of the Act, as provided in the By-Laws.

G. The Management Committee shall make sure that the Common Areas and Facilities are at all times adequately covered by fire, liability and property insurance in the name or names of such Committee or the Unit Owners as their interests shall appear. The individual Unit Owners shall carry insurance coverage of their own on all contents of their Unit and storage closet(s) and shall procure such further insurance coverage respecting their ownership use or occupation of their individual Units as they may deem necessary; provided however, that no Unit Owner shall be entitled to exercise his right to maintain insurance coverage on a Unit of which he is the owner in such a way as to decrease the amount which the Management Committee may realize under any insurance policy which the Management Committee may have in force on the Condominium Project at any particular time.

In the event of damage or destruction of all of the buildings or facilities constituting the Concominium Project, a vote of seventy per cent (70%) in the aggregate, in interest of the undivided ownership of the Common Areas and Facilities shall be determinative of whether to rebuild, repair, restore or sell the property constituting the Condominium Project.

H. Each Unit Owner, tenant or occupant of a Unit shall comply with the provisions of The Act, this Declaration, the By-Laws of the Management Committee, including any amendments thereto. Any failure to comply with any of the provisions thereof shall be grounds for an action by the Management Committee to recover any loss or damage resulting therefrom and/or for injunctive relief.

I. If any provision of this Declaration is determined to be invalid, the remaining provisions hereof shall remain in full force and effect and shall not be affected thereby. This Declaration shall take effect upon recording, as provided by The Act.

The provisions of this Declaration shall be in addition to and supplemental to the provisions of The Act.

3. AGENT DESIGNATED

J. REED TUFT, whose place of business is at 103 Social Hall Avenue, Salt Lake City, Utah 84111, hereby is designated as the person to receive process in connection with the Condominium Project for all purposes provided by The Act; provided however, that the Management Committee shall have the right to appoint a successor or substitute Process Agent. Such successor or substitute Process Agent shall be designated and appointed by instrument duly executed and filed by or on behalf of the Management Committee, in the Office of the County Recorder of Salt Lake County, State of Utah, for attachment to this Declaration.

MADE AND EXECUTED the day and year first above herein written.

HARVEL, LTD., a Limited Partnership

By: 

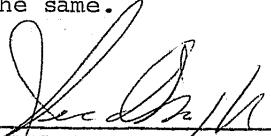
Harold G. Blumenthal  
General Partner

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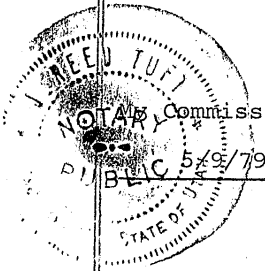


STATE OF UTAH            )  
                                  :    ss.  
County of Salt Lake    )

On this 15 day of March, 1978, personally appeared before me, HAROLD G. BLUMENTHAL, General Partner of HARVEL, LTD., a Limited Partnership, the signer of the foregoing instrument, who being by me first duly sworn, acknowledged to me that HARVEL, LTD., a Limited Partnership, executed the same.



\_\_\_\_\_  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah



Commission Expires: \_\_\_\_\_

LAW OFFICES  
TUFT AND MARSHALL  
(ASSOCIATES)  
103 SOCIAL HALL AVE.  
SALT LAKE CITY,  
UTAH 84111  
(801) 531-6200

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EXHIBIT "A"

PARCEL I

Beginning at a point which is S 89°53'10" E 165.00 ft. along the section line and S 00°06'50" W 33 ft from the N¼ corner Section 31, Township 2 South, Range 1 East SLB & M \_\_\_\_\_, and running thence S 89°53'10" E 20.00 ft; thence S00°06'50" W 80.00 ft to a point of curvature of a 200.38 ft. radius curve to the right; thence 87.19 ft. along the arc of said curve to a point of reverse curvature; thence along the arc of a 250.38 ft radius curve 3.20 ft; thence N 00°06'50" E 167.37 to the point of beg. Cont. 0.064 AC.

PARCEL II

Beginning at a point which is S 89°53'10" E 235.00 ft. along the section line and S 00°06'50" W 33 ft. from the N¼ corner Section 31, T2S, R1E, SLB & M, thence S 00°06'50" W 80.00' to a point of curvature of a 250.38 ft. radius curve to the right; thence 108.94 ft. along the arc of said curve to a point of reverse curvature; thence along the arc of a 200.38 ft. radius curve 87.19 ft to a point of tangency; thence S 00°06'50" W 506.58 ft to a point of curvature of a 15.00 ft. radius curve to the left; thence 23.59 ft. along the arc of said curve to a point of tangency; thence East 121.97 ft; thence N 00°06'50" E 560.34 ft; thence N 89°53'10" West 82.50 ft; thence N 00°06'50" E 231.00 ft; thence N 89°53'10" W 12.50 ft. to the P.O.B. Cont. 1.882 AC.

PARCEL III

Beginning at a point which is S 89°53'10" E 165.00 ft. along the section line and S 00°06'50" W 884.67 ft from the north quarter of Section 31, T2S, R1E, SLB & M, and running thence East 165.00 ft; thence S 00°06'50" W 424.42 ft; thence S 89°51'38" W 165.00 ft; thence N 00°06'50" E 424.82 ft. to the point of Beg. Cont. 1.608 AC.

BY-LAWS OF  
HARVEL PARK

THE UNDERSIGNED, owner of HARVEL PARK, a Condominium Project, hereby adopts these By-Laws for the management, maintenance and administration of the common areas and facilities of said Project:

I

There shall be established a management committee which shall be comprised of five (5) members, each of whom must have a financial interest in the project. For a period of two (2) years from the date hereof, three members of the management committee shall be designated by HARVEL, LTD., its successors and/or assigns, (hereinafter referred to as "the Company"), and two members shall be chosen from among the owners of units of the project. Thereafter, all members of the management committee shall be chosen by the owners of units in the project, including the Company, by the vote of all owners of the project. At such election, each owner shall be entitled to as many votes as said owner has percentage-points of ownership in the common areas and facilities of the project. Each member of the management committee shall serve without remuneration for a term of two years, and until his successor qualifies. The management committee shall meet from time to time as its members deem necessary. At all meetings of the management committee, three-fifths of the total membership shall constitute a quorum. All business of the committee may be transacted upon the affirmative vote of three-fifths of the members of the committee.

II

The management committee shall have full control of the common areas and facilities and shall make reasonable rules and regulations pertaining to the management, use and administration of the common areas and facilities. The committee may hire such employees as may be necessary and may by contract with others provide for the day-to-day management of the project, provided that the compensation to be paid therefor shall not exceed reasonable market rates for similar services.

III

The management committee shall provide insurance only on the common areas and facilities and the structural part of the buildings. Each owner shall be responsible for insurance on the contents (including cabinets, appliances and wall furnishings) of his unit and storage closet(s). The insurance provided by the committee shall include insurance against loss from fire and/or other casualty, loss by reason of public liability, and such other insurance as the committee shall deem necessary. Such insurance may be taken in the name of the committee or its manager for the benefit of all the owners. In the event of loss, damage or destruction of property covered by such insurance, the proceeds shall be used to repair and replace such damage, loss or destruction, and the committee may levy an assessment in proportionate amounts as to each owner to cover a deficiency, if any.

IV

The committee shall keep complete and correct books of account which shall be open to inspection by the owners or their

duly authorized representatives at reasonable times. The committee shall also, at the end of each calendar year, furnish to the owners a statement of the income and disbursements of the committee for such year. The statement shall indicate the proportionate amount of property taxes paid on the common areas and facilities by or for each owner during such year, and shall include a copy of the budget and the owner's proportionate share thereof which in the judgment of the committee will be required for the ensuing year. The budget may include a reasonable contingency or other reserve or surplus fund.

V

Each owner shall pay the committee or its duly authorized agent his pro-rata portion of the cash requirements deemed necessary by the committee for upkeep and maintenance of the project upon the terms, at the times, and in the manner herein prescribed, without any deduction on account of any set-off or claim which the owner may have against the committee, its manager or agents. If the owner shall fail to pay any installment within one month from the time the same becomes due, the owner shall pay interest thereon at the rate of ten per cent (10%) per annum from the date when such installment became due to the date of payment.

The cash requirements above referred to are hereby defined and shall be deemed to mean such aggregate sums as the committee from time to time shall determine, in its judgment, are to be paid by all of the owners to enable the committee to pay all estimated expenses and outlays of the project to the close of such year growing out of or connected with the upkeep and maintenance of such land, buildings and improvements, which sums may include, among

other things, the cost of management (including salaries of the manager and other employees, if any) maintenance and repair of the common areas and facilities, common taxes and special assessments, fire, casualty and public liability insurance premiums, common lighting and heating, repairs and renovations, garbage collection, wages, water charges, legal and accounting fees, reasonable management fees, expenses and liabilities of the committee incurred in good faith under or by reason of this agreement on behalf of the project, the payment of any deficit remaining from a prior period, reasonable contingency or other reserve or surplus fund, etc. The committee may from time to time, up to the close of the year from which such cash requirements have been so fixed or determined, increase or diminish the amounts previously determined for such year. The committee may include in the cash requirements for any year any items of expense which accrued in a previous year, and may create reasonable reserves against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

The pro-rata portion payable to the owner for each year shall be a sum bearing to the aggregate amount of such cash requirements for such year or portion thereof the same ratio as the undivided interest of the owner in common areas and facilities of the project as set forth in said deed or condominium declaration. Such pro-rata portion of the cash requirements as aforesaid, together with any additional sums accruing by reason thereof, shall be payable in advance in monthly installments or in such other payments or installments as shall be fixed by the committee.

The committee shall have reasonable discretionary power to

prescribe the manner of maintaining and operating the project and to determine the cash requirements to be paid as aforesaid. Every such reasonable determination by the committee, within the bounds hereof, shall be final and conclusive, and all agreements and any expenditures made by the committee or its manager and agents under the direction or with the approval of the committee, within the bounds hereof, as against the owners shall be deemed necessarily and properly made for such purpose.

The power and authority to determine the amount and to require payment of the management assessments above provided for shall be possessed by the committee and shall not pass to any receiver, trustee, or creditor of the manager, or to any other person, firm or corporation.

#### VI

The omission of the management committee, before the expiration of any year, to fix the management assessments hereunder for that or the next year shall not be deemed a waiver or modification in any respect of the covenants or provisions of this agreement, or as a release of any owner from the obligation to pay the management assessments or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment shall be fixed.

#### VII

If any unit owner shall fail or refuse to make any payment required hereunder when due, the amount thereof shall constitute a lien on the interest of such owner in the property. Upon the recording of notice of the said lien by the manager or management

committee, the same shall constitute a lien upon all interest in the property of the unit owner and shall be prior to all other liens and encumbrances, whether recorded or unrecorded, excepting only (1) tax and special assessment liens on the unit in favor of any assessing unit and special district, and, (2) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded and which by law would be a lien prior to subsequently recorded encumbrances.

Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid, of the same rank as the lien of his encumbrance.

#### VIII

The lien for nonpayment of common expenses may be enforced by sale or foreclosure of the interest of the unit owner by the manager or management committee. Such sale or foreclosure shall be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure of mortgages. In any foreclosure or sale, the unit owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. During the period of foreclosure, the unit owner shall pay a reasonable rental for the unit. To enforce this provision, the management committee or its manager shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the property subject to the lien being foreclosed.

#### IX

The Management committee or its manager, acting on behalf

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of all owners, shall have the power to bid in the unit at foreclosure or other sale. In the event any person, firm or corporation, through foreclosure, the exercise of the power of sale, the enforcement of any lien, the purchase at tax sale or receipt of a tax deed, operation of law, or otherwise, shall acquire the interest of any unit owner, the interest so acquired shall be subject to all of the provisions hereof and any lawful amendments.

X

The common profits, if any, from the property shall not be distributed among the unit owners, but shall be applied by the management committee against the common expenses as an off-set to the cash requirements necessary to manage and operate the project.

XI

The property shall not be sold or removed the the provisions of the Condominium Ownership Act (whether voluntarily or by reason of destruction of the property, or otherwise) except upon the approval of three-fifths of the management committee and the unanimous affirmative vote of all of the unit owners.

XII

The management committee or the manager may from time to time establish such reasonable house rules as the committee may deem necessary for the management and control of the common areas and facilities, and may also alter and repeal such rules. When a copy thereof has been furnished to the owners, such rules shall be taken as a part hereof and each owner shall obey all such rules and shall see that they are faithfully observed by the family, guests, employees, tenants and sub-tenants of the owner. Neither the manage-

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ment committee nor the manager shall be responsible to any owner for the non-observance or violation of the rules by any other person or owner except employees of the manager.

XIII

The owner shall not occupy or use the unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private dwelling. The owner shall not permit or suffer anything to be done or kept in the unit which will increase the rate of insurance to be maintained by the management committee or which will obstruct the common areas and facilities. The owner shall comply with all requirements of the Board of Health and other governmental authorities, and with laws, ordinances, rules and regulations applicable to the occupancy or use of the unit. If by reason of the occupancy or use of the unit by the owner or those claiming through him the rate of insurance maintained by the management shall be increased, the owner shall become personally liable for the additional insurance premiums upon all policies so affected, and the management committee or its nominee shall have the right to collect the same as additional management assessments for the unit.

XIV

The owners shall have the right to sell, lease or sub-let their units, but no such sale or lease shall take effect for any purpose until all of the following conditions shall have been complied with:

- (a) The owner gives notice in writing to the management committee of his intention to sell or lease his unit, attaching thereto a copy of the deed, contract or

sale, or lease, which the owner proposes.

(b) The prospective purchaser or tenant assumes and agrees to perform and comply with all the covenants and conditions of these by-laws and any lawful amendments thereto.

(c) All management assessments for common expenses or other management expenses due from the owner have been paid. In the event of a violation of this provision, the prospective purchaser or tenant, in addition to any other remedy, shall take the unit(s) subject to such assessments whether or not any lien therefor e has been recorded prior to the said sale or lease.

(d) In the event the management committee enters into an agreement under this Article 14 for the occupancy of any unit, it shall have the right to sub-let said unit to any person or persons reasonably suitable to both the committee and the owner of said unit.

(e) Nothing contained herein shall be construed as giving to the management committee the power of assessment against the unit owners to obtain the purchase price of any unit which the committee may desire to purchase.

Upon compliance with all of the provisions hereof, an owner so selling his unit shall have no further liability on account of any of the provisions hereof.

XV

No executor, administrator, personal representative, or successor of the owner, or trustee, or receiver of the property of

the owner, or anyone to whom the interest of the owner shall pass by operation of law, shall be entitled to sell or lease any unit or any part thereof except upon compliance with the requirements of paragraph 14 hereof in full.

XVI

Each owner shall have the right to the peaceable and quiet possession of his unit, to be secure in his relationship with the other owners, and to rely upon the faithful performance of all obligations hereunder by each of the other owners in the project. Each owner, by accepting his deed or other conveyance of his unit, binds himself, his executors, heirs and assigns to the faithful performance of all of the provisions hereof. Each owner further covenants and agrees that he will not tender possession of his unit to anyone other than his guests, relatives or domestic servants (co-occupying with said owner) without first complying strictly with the provisions of these by-laws. Each owner further covenants and agrees that each other owner is relying upon his performance hereof and of the provisions of said paragraph 14 to guarantee the continued successful management of the project, and that to enforce compliance herewith, and especially with paragraph 14, in addition to all other remedies provided herein or by law, the management committee or its manager acting in his own name on behalf of all other owners in the project, may avail himself of the right of injunction and/or restraining orders. To such extent as the remedy of injunction and/or restraining orders may be necessary to secure the enforcement hereof, all owners, by acceptance of their deed or other conveyance of a unit in the project, recognize and affirmatively warrant to all other owners, their executors, heirs and assigns, that the violation of

the terms hereof would produce great and irreparable injury, that immediate injury, loss or damage will result from such violation, that money damages would not adequately compensate the owners for violation hereof, and thereupon waive the right to assert that injunction and/or restraining orders are not proper remedies.

XVII

The owner, at his own expense, shall keep the interior of his unit, together with its equipment and appurtenances, in good condition. Each owner shall do all redecorating, painting and varnishing thereof which may be necessary at all times to maintain the good appearance and condition thereof. No owner shall decorate or otherwise change any exterior surface of his unit, or so change the interior of his unit in such a way as to present any change in the exterior view of the project. Except to the extent that the management committee is protected by insurance against such injury, the owner at his own expense shall repair all injury to the building caused by the act, negligence or carelessness of owner or that of any lessee, member of owner's family, guest, employee or agent of the owner or of the lessee.

XVIII

The owner shall not, without first obtaining the written consent of management committee and all holders of valid liens on his unit, make or permit to be made any structural alteration, improvement or addition to this unit. The owner shall also pay such costs as may be necessary to amend the recorded description of his unit on account of such alteration, improvement or addition.

IXX

Any owner shall give such access to his unit as may be necessary at reasonable times to the management committee or its designees for the purpose of inspecting the common areas and facilities and common utilities service lines and for making such additions and replacements and repairs thereto as may be necessary. The management committee shall have the right to remove such portions of walls, floor and ceiling as may be necessary to effectuate said repairs, additions and replacements; the management committee shall, at its own cost and expense, thereafter restore the unit, including the interior finishes so affected, to its proper and usual condition. If the owner shall not be personally present to open and permit an entry into the unit at any time when for any reason an entry therein shall be necessary and permissible hereunder, the management committee or its agents may forcibly enter the unit, without rendering the management committee or its agents liable to any claim or cause of action for damages by reason thereof (if during the entry the management committee and its agents shall accord reasonable care to the owner's property) and without in any manner affecting the obligations hereof. The right and authority hereby accorded to the management committee do not impose, nor does the management committee assume by reason thereof, any responsibility or liability whatsoever for the care or supervision of the owner's unit or any of the fixtures, appliances or appurtenances not contained within the common areas and facilities.

XX

The rights of the unit owners in the parking spaces and storage closets shown on the plans shall be limited to the right to use

such spaces and closets, and shall not include the ownership thereof, which shall be exercised exclusively by the management committee. Each unit owner shall be entitled to the use of one parking space and one storage closet for each unit owned, the expense of which shall be included in the maintenance and operation fee. The particular space and/or storage closet to be used by each unit owner may be assigned by the management committee.

XXI

The failure of the management committee or its manager to insist in any one or more instances upon a strict performance of any of the terms or conditions hereof, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or summary proceeding, or otherwise, shall not be construed as a waiver or relinquishment for the future of such term, condition, right or option, but such term, condition, right or option shall continue and shall remain in full force and effect. The issuance of any management assessment, with or without knowledge of any breach of these by-laws or of any other rule or regulation established for the use or control of the common areas and facilities shall not be deemed a waiver of such breach.

XXII

Any notice of the management committee to an owner shall be deemed to be duly given, and any demand to have been duly made, if deposited postpaid in the United States Mail in an envelope addressed to the owner at his unit mailing address at the project. Any notice by the owner to the management committee shall be deemed to be duly given, and any demand to have been duly made, if deposited

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postpaid in the United States Mail in an envelope addressed to the manager at 1515 South 400 West, Salt Lake City, Utah, 84115, or at such other address as may be designated by the manager.

XXIII

No amendment or other modification of these by-laws shall be effective for any purpose unless approved by three-fifths of the management committee and by owners of the project whose ownership of the common area facilities totals seventy per cent (70%), provided that no amendment to Section 11 hereof shall be effective without the unanimous consent of the owners of all units.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 15th day of March, 1978.

HARVEL, LTD., a Limited Partnership



Harold G. Blumenthal - General Partner