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DECLARATION FOR GARDEN VILLA APARTMENT HOMES CONDOMINIUM PROJECT

This declaration is made and executed as of February 28, 1964, by GARDEN VILLA DEVELOPMENT COMPANY, a Utah corporation, hereinafter designated and referred to as "declarant" pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESSETH:

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

Beginning at a point which is North 240.15 feet and East 254.46 feet from the Southwest corner of Section 30, Township 6 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 0° 50' East 337.43 feet; thence North 83° 58' East 363.65 feet; thence North 40° 04' East 10.09 feet; thence North 4° 56' West 94.93 feet; thence North 84° 55' East 155.00 feet; thence South 4° 56' East 428.23 feet to a point on a curve to the right the center of which is North 25° 39' 06" West 268.45 feet; thence Southwesterly along the arc of said curve 17.21 feet; thence South 68° 01' 20" West 41.88 feet to point of 176.29 foot radius curve to the right; thence Southwesterly along the arc of said curve 55.83 feet; thence South 86° 10' West 158.94 feet; thence North 3° 50' West 115.00 feet; thence South 86° 10' West 80.00 feet; thence South 3° 50' East 115.00 feet; thence South 86° 10' West 209.37 feet to the point of beginning.

and,

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

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

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

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

1           1. Declarant hereby admits the above described property and the apart-  
 2           ment home buildings and other improvements constructed and to be constructed  
 3           thereon, together with all appurtenances thereto, to the provisions of the Con-  
 4           dominium Ownership Act as a condominium project, to be known as GARDEN  
 5           VILLA APARTMENT HOMES. This declaration is submitted in accordance with  
 6           the terms and provisions of said Act, and shall be construed in accordance there-  
 7           with. For the purposes of this Declaration all words, terms and phrases used  
 8           herein shall be construed and defined as the same are used and defined in Section  
 9           57-8-3, Utah Code Annotated, 1953, as amended, to the extent applicable and  
 10          unless another meaning is clear and obvious.

11           2. This Declaration and the covenants, restrictions, limitations, condi-  
 12          tions and uses herein provided shall constitute covenants to run with the land  
 13          hereby admitted to the condominium project and shall be binding upon the declarant  
 14          and its successors and assigns, and upon all subsequent owners and encumbrancers  
 15          of all or any part of the condominium project, and upon their grantees, successors  
 16          heirs, executors, administrators, devisees, and/or assigns.

17           3. The condominium project shall consist of six (6) apartment home  
 18          buildings, swimming pool, tennis court, garden shelter, and carports as shown  
 19          by the record of survey map recorded herewith, constructed principally of  
 20          brick, concrete, steel and glass, located upon the land described above. Apart-  
 21          ment home buildings designated as numbers 1 and 5 shall be two-story buildings  
 22          and apartment home buildings numbers 2, 3, 4, and 6 shall be one-story only.  
 23          Apartment home building number 3 shall have basements as a part of apartments  
 24          1 and 5 in said building.

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

31           5. In the event any portion of the common areas and facilities encroaches  
 32          upon any of the apartment units, a valid easement shall exist for such encroach-  
 33          ment, and for the maintenance of same, so long as such encroachment exists.  
 34          In the event the condominium project is partially or totally destroyed, and then  
 35          rebuilt, minor encroachments will be permitted as required, upon the apartment  
 36          units, and easements for such encroachments, and for the maintenance of same  
 37          shall exist for such period of time as may be reasonably required for the recon-  
 38          struction or repair of said premises.

39           6. Unit owners shall not, without the written consent of the management  
 40          committee, occupy or use the apartment home, or permit the same or any part  
 41          thereof to be occupied or used for any purpose other than as a private dwelling,  
 42          and shall not permit or suffer anything to be done or kept in the apartment which  
 43          will interfere with the rights of other unit owners, or annoy such owners by un-  
 44          reasonable noises or otherwise. Unit owners shall comply with all laws, ordi-  
 45          nances, by-laws, and rules and regulations with respect to the occupancy or  
 46          use of the respective apartments. They shall not permit or suffer anything to  
 47          be done or kept in the apartments which will increase the rate of fire insurance  
 48          on the project, and if, by reason of the occupancy or use of an apartment, the  
 49          rate of fire insurance on the project shall be increased, the owner thereof shall  
 50          become personally liable for the additional insurance premiums upon all policies

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1 covering the project, and the management committee shall have the right to  
2 collect the same, when charged to the owner as additional assessments for the  
3 apartment.

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

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

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

29 10. It is declarant's intention to construct approximately 65 additional  
30 apartment home units on adjacent land to the South and North of the land herein-  
31 above described, which adjacent land is more particularly described as follows:

32 North Parcel: Beginning at a point on the East side of State Highway  
No. 52, (Canyon Road), said point being North 577.54 feet and East  
259.37 feet from the Southwest corner of Section 30, Township 6  
South, Range 3 East, Salt Lake Base and Meridian, and running thence  
North 0° 50' East 222.81 feet; thence North 87° 15' East 207.18 feet;  
thence North 70.00 feet; thence North 88° 55' East 153.10 feet; thence  
South 164.81 feet; thence South 84° 55' West 3.30 feet; thence South  
4° 56' East 94.93 feet; thence South 40° 04' West 10.09 feet; thence  
South 83° 58' West 363.65 feet to the point of beginning.

South Parcel: Beginning at a point on the East side of State Highway  
No. 52, (Canyon Road), said point being North 188.00 feet and East  
253.68 feet from the Southwest corner of Section 30, Township 6  
South, Range 3 East, Salt Lake Base and Meridian, and running thence  
North 0° 50' East 1.99 feet; thence North 86° 10' East 473.10 feet  
to a point of a 245.03 foot radius curve to the left; thence Northeasterly  
93.56 feet along the arc of said curve to a point of tangency on the  
West boundary of Pleasant Village Subdivision; thence along said  
boundary South 4° 56' East 169.44 feet; thence South 60° 20' West

1 154.64 feet; to a point on the South line of Section 30, Township 6 South,  
 2 Range 3 East, Salt Lake Base and Meridian; thence West 239.78 feet  
 3 along said section line; thence North 44° 30' West 118.61 feet; thence  
 North 103.40 feet; thence West 119.32 feet to the point of beginning.

4 Notwithstanding anything in paragraph numbered 9 hereof to the contrary,  
 5 by acceptance of a deed to any unit in the condominium project, such grantee,  
 6 his heirs, devisees, administrators, executor and assigns, for a period of not  
 7 to exceed five (5) years from the date hereof, irrevocably consents to the  
 8 recording of and agrees to sign an amended declaration whereby the land des-  
 cribed in this paragraph or any part thereof and apartment home units to be  
 built thereon, not to exceed 65 in number, may be added to and become a part  
 of the condominium project with respect to which this declaration is made.

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

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

16 13. Except as otherwise provided by law, the unit owners shall have the  
 17 right to amend this declaration and/or the record of survey map upon the approval  
 18 and consent of unit owners representing the ownership of not less than thirty (30)  
 apartment units, which consent and approval shall be by duly executed and re-  
 corded instruments.

19 14. In the event the condominium project is destroyed or damaged to the  
 20 extent of Seventy-five per cent (75%) or less, of the value thereof, the manage-  
 21 ment committee shall be responsible for repairing, rebuilding and/or restoring  
 22 the same to the condition it was in immediately prior to such destruction or damage  
 23 and the committee shall, in this connection, be entitled to use the proceeds of any  
 24 and all insurance policies which it may have had in force on said premises as of  
 25 the date of such destruction or damage. In the event the condominium project is  
 26 destroyed or damaged to the extent of more than seventy-five per cent (75%) of  
 27 the value thereof, the unit owners shall, at a meeting duly and regularly called  
 28 by the committee for that purpose, determine whether or not said premises  
 29 should be rebuilt, repaired or disposed of. The determination, under this para-  
 30 graph, of the extent of any damage to the project shall be made by a group of  
 31 three (3) AIA appraisers who shall be selected by the committee for that purpose.  
 32 In the event all of said appraisers cannot agree on the extent of the damage or  
 destruction to the project, the decision of any two with respect thereto shall be  
 conclusive. Unless unit owners representing the ownership of not less than  
 thirty (30) of the apartment units agree to the withdrawal of the condominium  
 project from the provisions of the Act and to its subsequent disposal, the premises  
 shall be repaired, rebuilt or restored to the same condition they were in immedi-  
 ately prior to said destruction or damage. In the event the cost of such repair,  
 rebuilding or restoration shall exceed the amount realized by the committee from  
 the proceeds of any insurance policy or policies as above provided, all of the  
 unit owners shall contribute to such additional cost in the same percentage as  
 their undivided interests in the common areas and facilities as set forth in  
 Exhibit "A".

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

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

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

24 18. HAROLD C. JOHNSON, whose place of business is at 2100 North  
 25 Canyon Road, Provo, Utah, is hereby designated as the person to receive process  
 26 in connection with the project for all purposes provided by the Condominium  
 27 Ownership Act; provided, however, that the management committee shall have  
 28 the right to appoint a successor or substitute process agent. Such successor or  
 29 substitute process agent shall be designated and appointed by an instrument duly  
 30 executed and filed in the office of the County Recorder of Utah County, State of  
 31 Utah.

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

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

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

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

9 GARDEN VILLA DEVELOPMENT COMPANY

10 By Harold C. Johnson  
 11 President

12 ATTEST:

13 [Signature]  
 14 Secretary

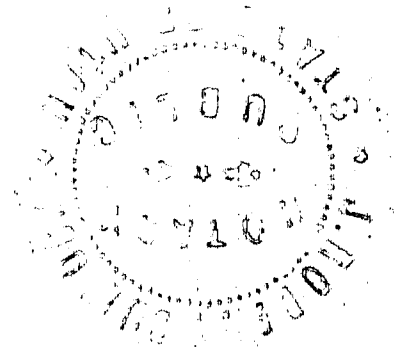
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1 STATE OF UTAH )  
2 : ss  
3 COUNTY OF UTAH )

4 On this 28<sup>th</sup> day of February, 1964, personally appeared before me  
5 HAROLD C. JOHNSON and CLAYBOURNE ELDER, who being by me duly sworn  
6 did say: That they are the president and secretary, respectively, of GARDEN  
7 VILLA DEVELOPMENT COMPANY, a Utah corporation, and that the within and  
8 foregoing instrument was signed on behalf of said corporation by authority of a  
9 resolution of its Board of Directors, and the said HAROLD C. JOHNSON and  
10 CLAYBOURNE ELDER duly acknowledged to me that said corporation executed  
11 the same and that the seal affixed is the seal of the said corporation.

12 Alldrich Bullock  
13 Notary Public  
14 Residing at Provo, Utah

15 My commission expires: Nov. 15, 1966



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EXHIBIT "A"

Unit Designation	Approximate Number of Square Feet	Number of Rooms	Percentage of Common Area and Facilities	Owner-ship in Common	Location	General Description
Apt. 1, Building 1	860	5	2.5%	Ground floor as shown on Record of Survey Map	Record of Survey Map	One family apartment home residence, including exclusive use of carport, patio, storage area, and/or balcony as shown on Record of Survey Map
Apt. 2, Building 1	860	5	2.5%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 3, Building 1	860	5	2.4%	Second floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 4, Building 1	860	5	2.4%	Second floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 1, Building 2	1146	5	3.2%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 2, Building 2	1198	7	3.3%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 3, Building 2	660	4.	2.0%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 4, Building 2	1195	6	3.3%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 1, Building 3	954 (plus basement area)	5	3.4%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 2, Building 3	860	5	2.5%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 3, Building 3	672	4	2.0%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 4, Building 3	672	4	2.0%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 5, Building 3	960 (plus basement area)	5	3.4%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 6, Building 3	1233	6	3.4%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 1, Building 4	1198	7	3.3%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 2, Building 4	1198	7	3.3%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 3, Building 4	860	5	2.5%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 4, Building 4	860	5	2.5%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 5, Building 4	958	5	2.8%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 1, Building 5	964	5	2.8%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 2, Building 5	964	5	2.8%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 3, Building 5	950	5	2.8%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 4, Building 5	1062	6	3.1%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 5, Building 5	1062	6	3.1%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 6, Building 5	950	5	2.7%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 7, Building 5	964	5	2.7%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 8, Building 5	964	5	2.7%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 9, Building 5	950	5	2.7%	Ground floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 10, Building 5	1062	6	3.0%	Second floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 11, Building 5	1062	6	3.0%	Second floor as shown on Record of Survey Map	Record of Survey Map	Same as above
Apt. 12, Building 5	950	5	2.7%	Second floor as shown on Record of Survey Map	Record of Survey Map	Same as above

## EXHIBIT "A" Continued

Unit	Approximate Number of	Percentage of	Location	General Description	
Designation	Square Feet	Rooms	Area and Facilities		
Apt. 1, Building 6	1195	6	3.3%	Ground floor as shown on Record of Survey Map	One family apartment home residence, including exclusive use of carport, patio, storage area, and/or balcony as shown on Record of Survey Map.
Apt. 2, Building 6	1198	7	3.3%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 3, Building 6	1198	7	3.3%	Ground floor as shown on Record of Survey Map	Same as above
Apt. 4, Building 6	1195	6	3.3%	Ground floor as shown on Record of Survey Map	Same as above



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EXHIBIT "B"

BY-LAWS GOVERNING GARDEN VILLA APARTMENT HOMES

ARTICLE I

Management Committee

Section 1. General Responsibility. The business and property comprising GARDEN VILLA APARTMENT HOMES shall be managed by a management committee consisting of five (5) unit owners to be selected by the unit owners as hereinafter provided. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by law, the Declaration filed contemporaneously herewith and/or any amendments subsequently filed thereto, and these by-laws as the same may from time to time be altered or amended; provided, however, that the management committee may engage the services of a manager and fix and pay a reasonable fee or compensation therefor; provided further, that until GARDEN VILLA DEVELOPMENT COMPANY has sold 25 of the apartment units in the condominium project or until February 1, 1966, whichever occurs first, each unit owner by accepting a deed to any apartment unit irrevocably consents that said Company may act as the project manager and shall have all of the rights, powers, duties and responsibilities conferred upon the management committee and/or the manager under the Condominium Ownership Act, the declaration and these by-laws.

Section 2. Operation and maintenance. The committee shall be responsible for the control, operation and management of the project, in accordance with the provisions of the Utah Condominium Ownership Act, the declaration whereby the project is established and submitted to the provisions of said Act, these by-laws, and such administrative, management and operational rules and regulations as the committee may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee. The committee shall, in this connection, provide for the proper and reasonable control, operation and management of the project and of the maintenance and repair of the common areas and facilities appurtenant thereto.

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

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

Section 5. Regular meetings. A regular meeting of the committee shall

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

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

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

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

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

29 ARTICLE II

30 Meeting of Unit Owners

31 Section 1. Annual Meeting. The annual meeting of all unit owners shall  
 32 be held at 7:00 o'clock p.m. on the second Tuesday in January of each year at  
 such place as shall be stated in the notice of meeting or in a duly executed waiver  
 of notice; provided, however, that whenever such date falls upon a legal holiday,  
 the meeting shall be held on the next succeeding business day, and provided  
 further, that the management committee may, by resolution, fix the date of the  
 annual meeting at such other date as it shall deem appropriate. At such meeting  
 the unit owners shall elect committee members for two (2) year terms, which  
 terms shall commence as of February 1; provided, however, that at the first  
 election after the recording of these by-laws two (2) of the five committee  
 members shall be elected for terms of not more than one (1) year, which terms  
 shall commence upon election and shall expire on the next February 1 after such  
 election, and three (3) of said committee members shall be elected for not more  
 than two (2) years, which terms shall commence upon election and shall expire  
 on the second February 1 after such election; provided, further, that the term  
 of any duly elected or appointed committee member shall not expire until his  
 successor is elected and qualifies. Only unit owners shall be eligible for election  
 as committee members.

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

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

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

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

ARTICLE III

Calls and Notices of Meetings

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

Section 2. Special meetings of unit owners. Special meetings of the unit owners may be called by the management committee, or by one-third in number of the unit owners, and notice of such meeting shall be given to each unit owner in writing at least 48 hours before the time fixed for the meeting, and such notice shall advise each unit owner as to the time, place and general purpose of the meeting and shall be delivered personally, or mailed, postage prepaid, to each unit owner at his last post office address as it appears on the books of the management committee. Whenever all of the members shall meet in person, such meeting shall be valid for all purposes without call or notice, or waiver of call or notice. No call or notice of any meeting of members shall be necessary if waiver of call and notice be signed by all of the members.

ARTICLE IV

Transfer or Lease of Apartment Units

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

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1 The management committee shall act upon applications for approval of a sale,  
 2 lease or sublease within ten (10) days after such applications have been filed  
 3 with the committee, and any application not acted upon within said time shall be  
 4 deemed to have been approved by the committee. The committee shall be given  
 5 notice in writing of any intended sale, lease or sublease, and the terms and  
 6 conditions thereof. Whenever the owner applies to the committee for the approval  
 7 of a sale, lease, or sublease, the committee may require that the owner shall  
 8 deliver to the committee a copy of the contract of sale, lease or sublease of  
 9 which approval is requested. No such sale, lease or sublease shall take effect  
 10 for any purpose, unless and until the following requirements have been completed  
 11 and satisfied:

1. All assessments and other charges due from the owner must be paid to the committee.
2. A written consent to such sale, lease, or sublease must be signed by the committee or by the chairman thereof at the direction of the committee. The committee shall not unreasonably withhold its consent.
3. In the case of any lease or sublease the tenant shall execute in writing an agreement to perform and comply with all the provisions of the declarations, by-laws, and rules and regulations promulgated pursuant thereto.

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

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

Section 2. Right of committee. The management committee shall have the right, exercisable at any time within ten (10) days after its receipt of the notice provided for in the next preceeding paragraph to purchase or enter into an agreement for the occupancy of said unit upon the same terms and conditions as those specified in the notice; provided, however, that in the event the committee enters into an agreement under this Article for the occupancy of any unit, it shall have the right to sublet said unit to any person or persons reasonably suitable to both the committee and to the owner of said unit. In the event the committee determines that it desires to purchase, or enter into an agreement respecting the occupancy of, an apartment unit as above provided, but believes that the price or rental specified in the notice is unreasonable, the committee shall give the owner or owners of said unit written notice thereof within ten (10) days after its receipt of notice of the proposed sale or occupancy agreement. The notice thus given by the committee shall state that the committee has elected or thereby elects to purchase said unit, or enter into an agreement for the occupancy of the same, and shall state further that the committee believes the price or rental specified in the notice given to it is unreasonable. The committee shall thereafter be obliged to purchase said unit, or enter into an agreement for the occupancy of same, at a price or rental to be determined by a group of three (3) AIA appraisers to be selected as follows: The committee shall select one appraiser, the unit owner or owners concerned shall select one appraiser and the two appraisers thus selected shall select a third appraiser. In the event all three appraisers cannot agree on a price or rental to be paid, the decision of

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1 any two of the three shall be binding. The committee and the unit owner or  
 2 owners concerned shall make every reasonable effort to select their respective  
 3 appraisers and to take any other action on their part to be taken so as to secure  
 4 a decision respecting the price or rental which is to be paid at the earliest pos-  
 5 sible date.

ARTICLE V

Administrative Rules and Regulations.

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

ARTICLE VI

Payment of Expenses

17 Section 1. Assessments. Each unit owner shall pay the management  
 18 committee his pro rata portion of the cash requirements deemed necessary by  
 19 the committee to manage and operate the GARDEN VILLA APARTMENT HOMES  
 20 upon the terms, at the times, and in the manner herein provided without any  
 21 deduction on account of any set-off or claim which the owner may have against  
 22 management, and if the owner shall fail to pay any installment within one (1)  
 23 month from the time when the same becomes due, the owner shall pay interest  
 24 thereon at the rate of 7% per annum from the date when such installment shall  
 25 become due to the date of the payment thereof.

26 The cash requirements above referred to for each year, or portion of the  
 27 year, are hereby defined, and shall be deemed to be such aggregate sum as the  
 28 management committee from time to time shall determine, in its judgment, is  
 29 to be paid by all the owners of GARDEN VILLA APARTMENT HOMES then in  
 30 existence to enable the committee to pay all estimated expenses and outlays of  
 31 the committee to the close of such year, growing out of or connected with the  
 32 maintenance and operation of such land and buildings and improvements, which  
 sum may include, among other things, the cost of management, special asses-  
 sments, fire, casualty, and public liability insurance premiums, common light-  
 ing and heating, and pool expenses, landscaping and care of grounds, repairs  
 and renovations to common areas and facilities, garbage collections, wages,  
 water charges, legal and accounting fees, management fees, expenses and lia-  
 bilities incurred by the management committee under or by reason of the declara-  
 tion and these by-laws, the payment of any deficit remaining from a previous  
 period, the creation of a reasonable contingency or other reserve or surplus  
 fund, as well as all other costs and expenses relating to the GARDEN VILLA  
 APARTMENT HOMES. The management committee may, from time to time,  
 up to the close of the year for which such cash requirements have been so fixed  
 or determined, increase or diminish the amount previously fixed or determined  
 for such year. The committee may include in the cash requirements for any year  
 any liabilities or items of expense which accrued or became payable in a previous

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1 year, or which might have been included in the cash requirements for a previous  
 2 year, but were not included therein; and also any sums which the management  
 3 committee may deem necessary or prudent to provide a reserve against liabilities  
 or expenses then accrued or thereafter to accrue although not payable in that year.

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

10 The management committee shall have discretionary powers to prescribe  
 11 the manner of maintaining and operating the GARDEN VILLA APARTMENT  
 12 HOMES, and to determine the cash requirements of the management committee  
 13 to be paid as aforesaid by the owners under the declaration and these by-laws.  
 14 Every such reasonable determination by the committee, within the bounds of the  
 15 Condominium Ownership Act, the declaration, and these by-laws, shall be final  
 and conclusive as to the owners, and any expenditures made by the committee,  
 within the bounds of the Condominium Ownership Act, the declaration, and these  
 by-laws, shall, as against the owner be deemed necessary and properly made  
 for such purpose.

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

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

ARTICLE VII

Taxes and Insurance

29 Section 1. Taxes. It is acknowledged that under the Condominium Owner-  
 30 ship Act each of said units in each of said units percentage of the undivided inter-  
 31 ests in the common areas and facilities of the project are subject to separate  
 32 assessment and taxation by each assessing unit and special district for all types  
 of taxes authorized by law, and that as a result thereof no taxes will be assessed  
 or payable against the project as such. Each member will, therefore, pay and  
 discharge any and all taxes which may be assessed against any of said units of

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which he is the owner, against the percentage of undivided interests in the common areas and facilities of any such unit, and/or against any items of personal property located in or upon any unit of which he is the owner.

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

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

B. Public liability coverage. The committee shall secure and at all times maintain, in its own name, a policy of comprehensive general liability insurance for bodily injury and property damage in the amount of \$50,000.00. Said minimum coverage limit may be increased or decreased by the committee from time to time as it may deem to be in the interest of its members.

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

ARTICLE VIII

Right of Entry.

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

Section 2. By unit owners. All unit owners and their duly authorized agents and representatives shall have the right to enter any of said units contained within the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other units

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1 in the project; and provided further, that the unit owner affected by such entry  
2 shall first be notified thereof if available and if time permits.

3 ARTICLE IX

4 Reimbursement for Damages.

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

10 ARTICLE X

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

13 ARTICLE XI

14 Use and Occupancy.

15 Section 1. Obstruction of common areas and facilities. No member shall  
16 cause or allow nor permit any person over whom he has or may exercise super-  
17 vision or control to cause or allow, any foyer, stairway, hallway, exit, entrance,  
18 breeze way, fire escape, roadway, driveway, or sidewalk in or on the project  
to be obstructed or to be used for any purpose other than for ingress to or  
egress from said units or the project.

19 Section 2. Use of Unit. No owner or occupant of any of said units, shall  
20 without the prior written consent of the committee, occupy or use any of said  
21 units, nor permit any person over whom such owner or occupant has or may  
22 exercise supervision and control to occupy or use the same, for any purpose  
23 other than a private dwelling, or to permit or suffer anything to be done or kept  
24 in or upon any of said units which would constitute a nuisance or a violation of  
any law, ordinance, or regulation, which would increase the rate of fire insur-  
25 ance on the project or which might otherwise interfere with the rights of other  
owners or occupants of the project. No sign, signal, advertisement, or illumina-  
tion shall be inscribed or exposed on or at any window or outside wall of the  
project.

26 Section 3. Maintenance of Units. Each unit owner at his own expense  
27 shall keep the interior of his unit and its equipment and appurtenances in good  
28 order, condition and repair and in a clean and sanitary condition, and shall do  
29 all redecorating, painting and varnishing which may at any time be necessary  
to maintain the good appearance of his unit. Except to the extent that the manage-  
30 ment committee is protected by insurance against such injury, the owner shall  
31 repair all injury or damage to the building or buildings caused by the act, negli-  
gence or carelessness of the owner or that of any lessee or sublessee or any  
32 member of the owner's family or of the family of any lessee or sublessee or of  
any guest, employee or agent of the owner or his lessee or sublessees, and all  
such repairs, redecorating, painting and varnishing shall be of a quality and  
kind equal to the original work. In addition to decorating and keeping the interior



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1 of the unit in good repair, the owner shall be responsible for the maintenance  
 2 or replacement of any plumbing fixtures, refrigerators, air conditioning equip-  
 3 ment, dishwashers, disposals, ranges, etc., that may be in or connected with  
 4 the apartment unit. The owner shall be entitled to the exclusive use and posses-  
 5 sion of the patio and storage areas attached to his unit and shall be responsible  
 6 for the maintenance and upkeep of said patio and storage areas; provided, how-  
 7 ever, that without the written permission of the management committee first  
 had and obtained, the owner shall not make or permit to be made any structural  
 alteration, improvement or addition in or to the apartment unit, patio areas or  
 in or to the exterior of the building, and shall not paint or decorate any portion  
 of the exterior of the building in which his unit is located.

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

10 Section 4. Minimum age for occupancy. There shall be no occupant in  
 11 any of the units of the project under the age of twelve (12) years. Visitation in  
 12 any unit for a period of more than one month may be treated by the committee  
 13 as occupancy for purposes of this section. Notwithstanding any provision here-  
 14 inabove contained which may be construed to the contrary, a child which is born  
 15 to an occupant of a unit in the project shall qualify, and may remain as an occu-  
 pant of the project until, but not after, said child attains the age of Three (3)  
 years.

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

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

24 ARTICLE XII

25 Amendments.

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

29 Adopted and approved this 28<sup>th</sup> day of February, 1964, by resolution  
 of the Board of Directors.

30 GARDEN VILLA DEVELOPMENT COMPANY,  
 31 A Corporation

32 By Harold C. Johnson  
 President

ATTEST:

Calvin...  
 Secretary

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THELMA VEST SEQUENTIALE  
UTAH COUNTY RECORDS CENTER

*The Helma Vest Sequentiale*

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*J. Robert Bullock*

SECURITY TITLE & ABSTRACT CO.