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BRIARWOOD SPRINGS CONDOMINIUMS

- A) ARTICLES OF INCORPORATION
- B) COVENANTS, CONDITIONS, RESTRICTIONS
- C) BYLAWS

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7301 So 920 E Mulhens 84047
KATHLEEN L. DIXON
RECORDER
SANTA FE COUNTY,
STATE

MAY 9 10 22 AM '84

REQ OF Mike Nasse
DEP

Signed: [Signature]

2537

ARTICLES OF INCORPORATION
OF
BRIARWOOD SPRINGS CONDOMINIUM, INC.

We, the undersigned, natural persons of the age of twenty-one (21) years of age or more, acting as incorporators of a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act, adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation is:
BRIARWOOD SPRINGS CONDOMINIUM, INC.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

Purposes

The pursuit and business of the corporation and the objects and purposes proposed to be transacted, promoted and carried on by it are as follows:

1. The business of the corporation shall not be conducted for pecuniary gain or profit to the members thereof.
2. To maintain and preserve the land and premises and common areas within that certain tract of real property located in Salt Lake County, State of Utah and known as Briarwood Springs Condominiums.

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3. To promote the health, safety, and welfare of the unit owners of condominium units within the condominium project as now constituted and any additions thereto that may hereafter be brought within the jurisdiction of the Briarwood Springs Condominium, Inc., hereafter referred to as the Association, and for this purpose to:

a. Exercise all the powers and privileges and perform all duties and obligations of the corporation as set forth in that certain Declaration of Covenants, Conditions, and Restrictions hereinafter referred to as the "Declaration" and applicable to the real property and recorded or to be recorded in the Office of the Salt Lake County Recorder, State of Utah and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference.

b. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation.

c. Acquire by gift, purchase or otherwise and to own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise disclose all real or personal property in connection with the affairs of the corporation.

d. Borrow money, mortgage, pledge, deed in trust or hypothecate any or all of the real or personal property as security for money borrowed or debts incurred.

e. Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

f. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area.

g. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Utah by law may now or hereafter have or exercise.

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ARTICLE IV

Membership

Every person or entity who is a record owner of a unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the unit which is subject to assessment by the Association.

ARTICLE V

Voting Rights

All unit owners shall be entitled to one vote for each unit owned. When more than one person owns an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

ARTICLE VI

Registered Office

The address of the initial registered office of the corporation is:

7301 S. 900 East - #19

Midvale, Utah 84047

The name of the registered agent at such address is:

Michael F. Nagle

ARTICLE VII

Board of Directors

The affairs of this corporation shall be managed by a board of three (3) directors who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the corporation.

ARTICLE VIII

Trustees

The names and addresses of the persons who are to serve as the initial trustees are:

Carl J. Nemelka	610 E. South Temple Salt Lake City, Utah
Cindy A. Nagle	2554 S. Elizabeth St. #5 Salt Lake City, Utah
Michael F. Nagle	2554 S. Elizabeth St. #5 Salt Lake City, Utah

ARTICLE IX

Incorporators

The names and addresses of each incorporator of the corporation are:

Carl J. Nemelka	610 E. South Temple Salt Lake City, Utah
Cindy A. Nagle	2554 S. Elizabeth St. #5 Salt Lake City, Utah
Michael F. Nagle	2554 S. Elizabeth St. #5 Salt Lake City, Utah

ARTICLE X

Non-Liability

The private property of the incorporators and trustees and members shall not be liable for the payment of the debts or obligations of the corporation in any manner or in any extent whatsoever.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Utah, we, the undersigned, constituting the incorporators of this corporation, have executed these Articles of Incorporation this 2 day of May, 1984.

INCORPORATORS

Michael J. [Signature]
Cindy A. [Signature]
[Signature]

Approved as to Form
Sandy City Attorney's Office

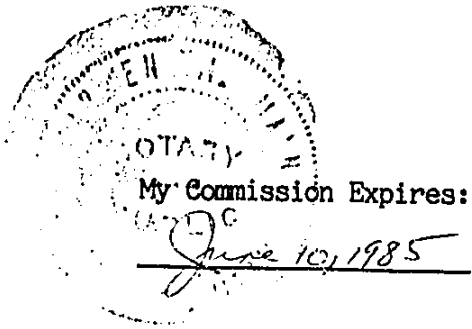
[Signature]
Asst. City Attorney

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

I, Carmen M. Mann, a notary public,
hereby certify that on the 2nd day of May, 1984,
personally appeared before me CARL J. NEMELKA, CINDY A. NAGLE, and
MICHAEL F. NAGLE, who being by me first duly sworn declared that they
are the persons who signed the foregoing documents as incorporators and
that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
2^d day of May, 1984.



Carmen M. Mann
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
BRIARWOOD SPRINGS CONDOMINIUM PROJECT
(An Expandable Condominium Project)

This Declaration made on the date hereinafter set forth by
Sandy Oaks, Incorporated hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property of Salt
Lake County, State of Utah which is more particularly described on
Exhibit "A", hereto attached.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold, and conveyed subject to
the following easements, restrictions, covenants, and conditions which
are for the purpose of protecting the value and desirability of and
which shall run any right, title or interest in the described properties
or any part thereof, their heirs, successors, and assigns shall inure to
the benefit of each owner thereof. Prior to the conveyance of the first
unit to an owner, Declarant shall by appropriate instrument, convey
title to the common areas to BRIARWOOD SPRINGS CONDOMINIUM, INC., a Utah
non-profit corporation.

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ARTICLE I

Section I: Definitions

As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this Article provided.

1. Unit: Any one of those parts of the buildings which are separately described on the Record of Survey Map.
2. Unit Owner: The person, persons or entity holding title in fee to a unit in the Condominium Project and an undivided interest in the common areas and facilities as shown in the records of the County Recorder of Salt Lake County, Utah.
3. Assessment: That portion of the cost of maintaining and managing the property which is to be paid by each unit owner.
4. Properties: Shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
5. Association: "Briarwood Springs Condominium, Inc." and its successors, a corporation duly organized under the laws of the State of Utah, with its principal place of business at Salt Lake City, Utah. Copies of the Bylaws of this corporation are annexed hereto and made a part hereof.
6. Buildings: The structure or structures containing the units located on the property.
7. Common Areas and Facilities: The common areas and facilities are that part of the property which is not within the units as such units are shown on the Record of Survey Map or which exists within the units by virtue of an easement herein created.

8. Common Expenses: The actual estimated costs of:

a. Maintenance, management, operation, repair, and replacement of the common areas and facilities and those parts of the units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair, and replace;

b. Management and administration of the Association, including without limiting the same, to compensation paid by the Association to a managing agent, accountants, attorneys, and other employees; and,

c. Any other items held by or in accordance with other provisions of this Declaration or the corporation Bylaws to be common expense.

9. Additional Land: The following described parcel of real property situated in Salt Lake County, State of Utah:

See Exhibit "B" attached hereto and incorporated herein by this reference.

A description of the Additional Land is set forth in this Declaration solely for purposes of identification. This Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any portion of the Additional Land unless and until such portion is added to the Project in accordance with law and the provisions hereof (and in particular, in accordance with the provisions of Article XII).

10. Condominium Documents: This Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit "A" Legal description of land comprising Phase I;

Exhibit "B" Description of Land that may be added to the project;

Exhibit "C" Identification of units and voting rights;

Exhibit "D" Record of Survey Map certifying that the plans fully and accurately depict the layout, location, unit number and, dimensions of the units as built; and,

Exhibit "E" Bylaws of Briarwood Springs Condominium, Inc.

ARTICLE II

Section I: Condominium Name

The name of this condominium is:

BRIARWOOD SPRINGS CONDOMINIUM

ARTICLE III

SECTION I: Name of Organization of Unit Owners

The name of the organization unit owners is:

BRIARWOOD SPRINGS CONDOMINIUM, INC.,

a corporation duly organized under the laws of the State of Utah with its principal place of business at Salt Lake City, Utah. Briarwood Springs Condominium, Inc., herein referred to as "Association" has enacted Bylaws pursuant to the Non-profit Corporation Act of the State of Utah.

ARTICLE IV

Section I: Description of Buildings

The condominium project contains nine (9) buildings all of which are constructed of brick, masonry, wood, and cedar shingle roof. The buildings are one-half story below ground and two and one-half

stories above ground level. The condominium also contains a swimming pool, community center, and tennis courts as part of the common area and facilities.

ARTICLE V

Section I: Description of Units

Each unit is more specifically described in Exhibit "C" and in the Record of Survey Map, (Exhibit "D").

ARTICLE VI

Section I: Description of Common Areas and Facilities and Proportionate Interest of Each Unit Therein

1. General Common Areas and Facilities. Except as otherwise in this Declaration provided, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the property except the units and the limited common area. The general common areas and facilities shall include the following whether located within the bounds of the unit or not:
 - a. All structural parts of the buildings including, without limitation, foundations, columns, hoists, beams, supports, supporting walls, floors, ceilings, and roofs;
 - b. Driveways, parking areas, lawns, shrubs, trees, entrance ways, exterior stairways, and service areas;
 - c. Community Center, swimming pool, and two tennis courts;
 - d. Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits, and other accessories used therewith;

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e. All other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Record of Survey Map; and,

f. All repairs and replacements of any of the foregoing.

2. Limited Common Areas. The Limited Common Area shall be that part of each building consisting of the interior halls and stairways contained within the building and vehicle parking areas assigned to each building as shown on the Record of Survey Map.

3. Use of Common Areas and Facilities. No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association.

4. Ownership of Common Areas. Each unit owner shall own as a tenant in common with the other unit owners an undivided one-thirtieth (1/30th) interest in the general common areas. The fractional interest of ownership in the general common areas may be decreased from time to time as additional contiguous parcels of real property are added to the condominium project.

Section II: Unit Description.

1. Real Property. Each unit, together with the space within it as shown on the Record of Survey Map and together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred, and encumbered in the same manner as any other parcel of real property independently of all other parts of the property, subject only to the provisions of this Declaration.

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2. Boundaries. Each unit shall be bounded as to both horizontal and vertical boundaries as shown on the Record of Survey Map, subject to such encroachments as are contained in the buildings whether the same exists now or are created by construction, settlement, or movement of the buildings or permissible repairs, reconstruction or alteration. Said boundaries are intended to be as follows:

a. Horizontal Boundaries:

1. The upper boundary shall be the plane of the lower surface of the ceiling; and
2. The lower boundary shall be the plane of the upper surface of the floor.

b. Vertical Boundaries:

1. Between units: the plane formed by the center line of the wall between walls;
2. Exterior boundaries of the plane formed by the interior side of the wall in which windows are located; and,
3. Between unit and hallways: the plane formed by the center line of the walls.

3. Appurtenances. Each unit shall include, and the same shall pass with each unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title, and interest of the unit owner in the property, which shall include but not be limited to,

a. Common Areas and Facilities: an undivided share in the common areas and facilities, such undivided share to be that portion as set forth in Article "V" hereof;

b. A license to maintain private passenger automobiles at and on parking space or spaces assigned to the unit by Declarant or

by the Association, subject to the rules and regulations of the Association, and payment of a reasonable monthly fee;

c. Easements for the benefit of the unit;

d. Association membership and funds and assets held by the Association for the benefit of the unit owner;

e. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other units; and,

f. The following easements from each unit owner to each other unit owner and to the Association:

1. Ingress and Egress. Easements through the common areas and facilities for ingress and egress for all persons making use of such areas and facilities in accordance with the terms of the condominium documents.

2. Maintenance, Repair, and Replacement. Easements through the units and common areas and facilities for maintenance, repair, and replacement of the units and common areas and facilities. Use of these easements, however, for access to the units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

3. Utilities. Easements through the units and common areas and facilities for the furnishing of utility services within the building. Provision shall be made for public utility easements over the entire private street, path, or roadway network. The Mayor or his delegate may also require public utility easements over other portions of the project to accommodate fire hydrants, water meters, street furniture, storm drainage, sanitary sewers, water and gas mains, electrical lines, irrigation systems, and similar public

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improvements, and utilities. The Mayor or his delegate may also require access routes necessary to assure that fire fighting equipment can reach and operate efficiently in all areas of the project.

Each owner and the Association shall have an easement for entry upon any privately-owned unit, where necessary, in connection with construction, maintenance, or repair for the benefit of the common area.

4. Structural Support. Every portion of a unit which contributes to the structural support of the building shall be burdened with an easement of structural support.

5. Emergency Easements of Ingress and Egress. Easements whenever reasonable required for emergency ingress and egress.

ARTICLE VII

Section I: Assessments.

Assessments against the unit owners shall be made and approved by the Board of Directors of the Association and paid by the unit owners to the Association in accordance with the following provisions:

1. Share of Expense. Each unit owner shall be proportionately liable for his share of the common expenses in the same percentage as his share of ownership in the general common areas and facilities.

2. Assessments Other Than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the condominium documents, shall be paid by the unit owners to the Association in the proportions set forth in the provisions of the condominium documents authorizing the assessments.

3. Assessments for Common Expenses. Assessments for common expenses shall be made for the calendar year annually in advance on or

before the 15th day of December of the year preceding for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional common expense assessments are required for the proper management, maintenance, and operation of the common areas and facilities. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessment shall be in the amount of the estimated common expenses for the year, including a reasonable allowance for contingencies and reserves for replacements, less the amounts of unneeded common expense account balances. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

4. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid by the common expense account shall be made only by the Board of Directors of the Association.

5. Assessments for Liens. All liens of every nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one unit or upon any portion of the common areas and facilities, shall be paid by the Association as a common expense.

6. Assessment Roll. The assessments against all unit owners shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection at all reasonable times by the unit owners or their duly authorized representatives. A certificate made by the Association as to the status of the unit owner's assessment account shall limit the liability of any person for whom made. The

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Association shall issue such certificate to such persons as a unit owner shall request in writing.

7. Liability for Assessments. The owners of a unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common areas or facilities or by abandonment of the unit for which the assessments are made. A purchaser of a unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquired title.

8. Lien for Assessments. The unpaid portion of any assessment which is due shall be secured by a lien upon the unit and all appurtenances thereto and shall be enforced in the manner provided for the foreclosure of liens by the laws of the State of Utah. Such lien shall have priority over all other liens except liens for general taxes and first mortgages or trust deeds of record. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

9. Application.

a. Interest, Application of Payments. Assessments and installments thereof paid on or before fifteen (15) days after the date when due shall not bear interest but all sums not paid on or before fifteen (15) days after the due date shall bear interest at the rate of

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eighteen percent (18%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

b. Suit. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in any event the Association shall be entitled to recover in the same action, suit, or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of eighteen percent (18%) per annum, and all costs incident to the collection and the action, suit, or proceeding, including, without limiting the same, to reasonable attorney's fees.

ARTICLE VIII

Section I: Use Restrictions.

The properties, homes, and common areas and facilities shall be used and occupied as follows:

1. No part of the properties shall be used for other than housing and the related common purposes for which the properties were designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose.

2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the Association except as is otherwise provided herein.

3. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond the customarily applicable

for residential use, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the common areas and facilities.

4. No owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the Association.

5. No animals or birds of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats, and other household pets may be kept in units, subject to the rules adopted by the Association and provided that they are not kept, bred, or maintained for any commercial purpose and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the property upon ten (10) days written notice from the Association.

6. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

7. Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change

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the buildings or any part thereof except as is otherwise provided herein.

8. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the common areas and facilities, except in a patio court in such manner as not to be visible except from the unit for which such courtyard is reserved. The common areas and facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.

9. No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any part of the property except such as may be permitted by the management committee and subject to the rules, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any unit owner on any part of the property or in any unit therein, except that:

a. The Declarant may perform or cause to be performed such work as is incident to the completion of the development of the property, or to the sale or lease of units owned by the Declarant;

b. The Declarant or its agent may place "For Sale" or "For Rent" signs on any unsold, unoccupied or reacquired units and may place such other signs on the property as may be required to facilitate the sale or lease of unsold units;

c. The Association of Unit Owners or its agent or representative may place "For Sale" or "For Rent" signs on any units or on the property for the purpose of facilitating the disposal of units by any unit owner, mortgagee or the Association of Unit Owners; and,

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d. A unit owner with respect to a unit, and the Association of Unit Owners or its agent or representative with respect to the common areas and facilities, may perform or cause to be performed any maintenance, repair or remodeling work, or other work, required or permitted by this Declaration.

ARTICLE IX

Section I: Insurance

The insurance which shall be carried upon the property shall be governed by the following provisions:

1. Authority to Purchase. Except builder risk and other required insurance furnished by Declarant during construction, all insurance policies upon the property shall be purchased by the Association for the benefit of the unit owners and their respective mortgagees as their interest may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the units or any of them, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against unit owners, developer, and the Association and their respective employees, agents, and invitees.

2. Unit Owners. Each unit owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in Article IX (1) above and must be obtained from an insurance company for which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage.

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3. Coverage.

a. Casualty. The buildings and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford such protection against:

1. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and,

2. Such other risk as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to vandalism, malicious mischief, windstorm, water and flood damage.

b. Public liability and property damage in such amounts and in such forms as shall be required by the Association including but not limiting the same to general liability, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

c. Workmen's Compensation policy to meet the requirements of law.

d. All liability insurance shall contain endorsements to cover liabilities of the Association as a group of a unit owner.

4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association, charged as common expenses.

5. Ownership and Payment of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective

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interest may appear and shall provide that all proceeds payable as a result of casualty loss shall be paid to the Association as trustee. The Association shall hold such proceeds as may be paid on account of loss in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees as their interest may appear. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be retained by the Association or distributed to the unit owners and their mortgagees as their interest may appear. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the unit owner and his mortgagee jointly.

6. Reconstruction or Repair of Casualty Damage.

a. General Common Areas and Facilities. If any part of the general common areas and facilities shall be damaged by casualty, the damage shall be promptly repaired and restored by the Association using proceeds of insurance, if any, on the improvements for that purpose and the unit owner shall be liable for assessments for any deficiency.

b. Single Unit. If the casualty damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair and the Association shall pay over to said unit owner all insurance proceeds received on account of such loss.

c. Building. If the casualty damage affects more than one unit in a building or buildings, and if less than three-fourths

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(3/4ths) of the building or buildings is destroyed or substantially damaged, the Association shall immediately proceed to repair and restore the building or buildings and all insurance proceeds shall be used therefor. Reconstruction and repair shall be carried out in the following manner:

1. Estimate of Cost. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association will obtain reliable and detailed estimates of cost to place the damaged property in condition as good as that before the casualty.

2. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair by the Association, assessments shall be made against the unit owners in sufficient amounts to provide funds to pay the estimated cost. If at any time during the reconstruction and repair, or upon completion of reconstruction or repair, it is determined that the insurance funds and assessments are insufficient to carry out restoration and repair, assessment shall be made against the unit owners in sufficient amount to provide funds for the payment of such additional costs.

3. Damage Exceeding Three-Fourths of the Building; Insufficient Insurance Proceeds for Reconstruction: If three-fourths (3/4ths) or more of a building is destroyed or substantially damaged and if the insurance proceeds are insufficient to reconstruct the building and if the unit owners do not voluntarily within one hundred twenty (120) days after such destruction and damage make provision for reconstruction, the Association shall record, with the County Recorder, a notice setting forth such facts, and upon recording such notice:

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(a) The property shall be deemed to be owned in common by the unit owners in said building;

(b) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the limited common areas; and,

(c) The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance, if any, shall be considered as one fund and shall be divided among the unit owners in said building in a percentage equal to the percentage of undivided interest owned by each owner in the property after first paying out of the respective shares of the unit owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each unit owner.

ARTICLE X

Section I: Maintenance and Repair of Units:

1. The Association, at its expense, shall be responsible for the maintenance, repair, and replacement of:

a. All portions of the unit which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, outside walls of the building, structural slabs, roof, interior boundary walls of units and loadbearing columns;

b. All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which may be contained

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in the unit by excluding therefrom, appliances, office machinery, and plumbing fixtures;

c. All incidental damage caused to a unit by such work as may be done or caused to be done by the Association in accordance herewith;

d. Cause the building, appurtenances, and grounds of the condominium to be maintained according to reasonably acceptable standards, including, but not limited to, lawn care, exterior cleaning, exterior painting, plumbing, carpentry, and such other normal maintenance and repair work as may be necessary;

e. Make contracts for sewer, water, exterior lights, refuse collection, exterior electric service, vermin extermination, and other necessary services. Also place orders for such equipment, tools, appliances, materials, and supplies as necessary to properly maintain the condominium; and,

f. Cause to be placed and kept in force necessary insurance needed adequately to protect the Association, its members, and mortgagees holding mortgages covering condominium parcels, as their respective interest may appear (or as required by law), including, but not limited to, elevator maintenance contracts, if applicable, public liability insurance, fire and extended coverage insurance, as is more particularly set forth in this Declaration of Condominium.

Funds for the payments of the above and foregoing shall be assessed against the unit owners as a common expense.

2. The Declarant shall retain responsibility for maintenance of the common areas and facilities until at least 75 percent of the units have been sold and the Mayor or the Community Development Director

has determined that the Homeowner's Association has assumed control of the maintenance functions.

3. The responsibility of the unit owner shall be as follows:

a. To maintain, repair, and replace at his expense, all portions of the unit, including but not limited to exterior door and all glass doors and windows associated with the unit;

b. To perform his responsibilities in such manner so as not unreasonably to disturb the rights of other persons occupying within the building;

c. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit, unless the written consent of the Association is obtained;

d. To promptly report to the Association or its agent any defect or need for repairs or maintenance, the responsibility for the remedying of which is with the Association; and,

e. Not to make any alterations in the portions of the unit or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Directors of the Association and all first mortgagees of individual units, nor shall any unit owner impair any easement without first obtaining the written consent of the Association and of the unit owner or owners for whose benefit such easement exists.

4. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair, and replacement, but the Association's liability shall be limited to damages resulting from negligence.

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ARTICLE XI

Section I: Membership and Voting Rights.

1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

2. During the period of seven (7) years from the date this Declaration is recorded or until the last unit is sold on the property described above or property hereafter annexed thereto, whichever date shall first occur, the Declarant shall have the right to name the Board of Directors of the Association. This section shall not be subject to amendment during the terms set forth herein.

ARTICLE XII

Section I: Rights and Statements Respecting Additional Land.

Declarant hereby furnishes the following information and statements respecting the Additional Land as indicated in Exhibit B and Declarant's right and option concerning expansion of the Project by the addition thereto of the Additional Land or a portion or portions thereof:

1. All of the Additional Land need not be added to the Project if any of such Land is added. Rather, a portion or portions of the Additional Land may be added to the Project at any time (within the limits herein prescribed) and from time to time.

2. Except for the limitations and requirements set forth in the following item (4), there are no limitations or requirements

relative to the size, location, or configuration of any given portion of the Additional Land which can be added to the Project or relative to the order in which particular portions of the Additional Land can be added to the Project.

3. There are no limitations or requirements relative to the location of improvements that may be made on any portion of the Additional Land which is added to the Project.

4. Assuming that the entirety of the Additional Land is added to the Project, the maximum number of Units which may be created on the Additional Land is one hundred forty-four (144). At any given time the total number of Units created on such portion(s) of the Additional Land as has (have) theretofore been added to the Project divided by the total acreage of such portion(s) shall be no greater than one hundred forty-four (144) divided by the total acreage of the entirety of the Additional Land.

5. Each Unit created on any portion of the Additional Land which is added to the Project shall be used only for residential housing (subject, however, to the matters set forth in Article VIII).

6. Any Building or other structure erected on a portion of the Additional Land added to the Project need not be of the same architectural style or comprised of the same materials as structures within the preexisting Project. Nevertheless, any such Building or other structure shall be constructed in a good and workmanlike manner.

7. In addition to the Building or Buildings, if any, created on a portion of the Additional Land added to the Project, the significant improvements made to such portion may include asphalt roadways, open parking spaces, fully enclosed garages designed to accommodate one or two automobiles each, or carports, concrete sidewalks

or walkways, fences, concrete patios, and porches, outdoor lighting, landscaping, additional recreational facilities, and other related improvements. All of the mentioned improvements may be of the type and in the location reasonably determined to be appropriate by Declarant, so long as such determination is not inconsistent with any limitation imposed by this Declaration.

8. Each Building which is created on a portion of the Additional Land added to the Project may have a basement, may consist of either one, two, three or four above ground stories, may include one or more patios, porches, balconies, and/or decks, and may contain one or more Units. The aggregate floor space of any Unit (computed by measurements running from the interior surfaces of the walls surrounding the Unit, taking into account all finished and unfinished areas at each separate level, story, or floor contained within or making up the Unit, and not excluding areas underlying interior partitions, utilized in stairwells, and the like) contained in such a Building may range from a minimum of approximately 500 square feet to a maximum of approximately 5,200 square feet. Any such Unit may be of either a townhouse (multi-floor) or apartment (single floor) style, and may include space located on one, two, or three levels. The overall configuration of any such Units shall be reasonable in light of the total floor areas thereof and the configuration of the Building within which it is contained.

9. In conjunction with the addition to the Project of a portion of the Additional Land Declarant shall have the right to create Limited Common Areas within such portion. Each of said Limited Common Areas shall be appurtenant to a Unit located within such portion of the Additional Land. Such Limited Common Areas may include and consist of:

a. Patios, porches, balconies, and/or decks attached or adjacent to a Building located on the portion of the Additional Land concerned;

b. Storage spaces; and

c. Carports and/or fully enclosed garages located anywhere on such portion of the Additional Land.

The size, type, and total number of Limited Common Areas created within each portion of the Additional Land which is added to the Project shall be reasonable in light of the number and nature of Units created within the portion of Additional Land concerned and those Limited Common Areas which are located on other portions of the Tract.

10. In conjunction with the addition to the Project of a portion of the Additional Land Declarant shall have the right to reserve, in the instrument through which the addition is accomplished, reasonable rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of, such of the Additional Land as has then not been added to the Project.

11. Any expansion(s) of the Project through the addition thereto of the Additional Land or portions thereof and through the creation on the portions of the Additional Lands concerned of additional Units shall be such that the percentage of undivided ownership interest in the Common Areas which at any point in time is appurtenant to any Unit then in the Project is not more than 7 percent and not less than .2 percent.

Section II: Procedure for Expansion. The supplements to this Declaration and to the Survey Map by which addition to the Project of any portion of the Additional Land is accomplished shall be executed by

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Declarant, shall be in recordable form, must be filed for record in the office of the County Recorder of Salt Lake County, Utah on or before seven (7) years from the date that this Declaration is recorded, and when taken together shall contain the following information for that portion of the Additional Land which is being added to the Project:

1. Data sufficient to identify this Declaration and the Record of Survey Map.
2. The legal description of the portion of the Additional Land being added to the Project.
3. A description of the Building(s), if any, located or to be located on the portion of the Additional Land concerned and of all other significant improvements located or to be located on such portion. Such description shall provide essentially the same type of information as is provided in this Declaration with respect to the Buildings and improvements initially included in the Project.
4. The Unit Number of each Unit being created within the portion of the Additional Land concerned and any other data necessary for the proper identification thereof.
5. A description of any Limited Common Areas being created within the portion of the Additional Land concerned, together with a designation of the Unit to which each is appurtenant.
6. The Survey Map information required to be furnished by Section 57-8-13(2) of the Act.
7. An amended Exhibit "A" to this Declaration setting forth the percentage of undivided ownership interest which, after addition of that portion of the Additional Land concerned, shall appertain to each unit in the Project.

8. Such other matters as may be necessary, desirable, or appropriate and as are not inconsistent with any limitation imposed by this Declaration.

Upon the recordation of the supplements contemplated above, the revised schedule of undivided interests contained therein shall automatically become effective for all purposes and shall completely supersede any similar schedule which was contained in any declaration or supplement previously recorded in connection with the Project or any portion of the Additional Land. And upon the recordation of such supplements they shall automatically supplement this Declaration, the Survey Map, and any supplements previously recorded. At any point in time, the Declaration and Survey Map for the Project shall consist of this Declaration and the Survey Map initially effective hereunder, as amended, and expanded by all supplements theretofore recorded pursuant to the terms hereof.

Section III: Additional Land -- Miscellaneous. Such parts of or interests in a portion of the Additional Land which is added to the Project as do not become Units shall be and remain Common Areas and Facilities. Until such time as any given portion of the Additional Land added to the Project has been fully developed and improved in the manner contemplated by the instruments through which such portion was added, unless Declarant gives its prior written consent thereto, neither the Management Committee nor the Association shall grant or create any easement, right-of-way, or similar matter affecting any part of such portion, improve or work on any part of such portion, or take any other action with respect to such portion which would or might impair Declarant's ability to exercise its rights concerning the same.

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Section IV: No Obligation to Expand.

Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to:

1. The addition to the Project of any or all of the Additional Land;
2. The creation or construction of any Unit, Building, or other improvement;
3. The carrying out in any particular way or within any particular time of any development or addition to the Project which may be undertaken; or
4. The taking of any particular action with respect to the Tract, the Project, or any portion of the Additional Land.

Except to the extent specifically indicated herein, no covenant, restriction, limitation, representation, or commitment in this Declaration concerning anything that is or is not to occur, apply, or be done on or relative to the Additional Land or any portion thereof shall be binding as to such of the Additional Land as is never added to the Project.

ARTICLE XIII

Section I: Mortgagee Protection.

From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Condominium Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or

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more days to cure any failure on his part to perform any of his obligations under this Declaration.

At least eighty percent (80%) of the Units sold in the Project shall be sold to individuals for use as their primary year-round residence.

The lien or claim against a Condominium Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to the Mortgagee affecting such Condominium Unit, and the Mortgagee thereunder which comes into possession of or which obtains title to the Condominium Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Condominium Units including the Condominium Unit in which the Mortgagee is interested). No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee which comes into possession or which obtains title shall be collected or enforced by either the Management Committee or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Condominium Unit affected or previously affected by the Mortgage concerned.

Unless at least seventy-five percent (75%) of the Mortgagees (based upon one vote for each Mortgage) of Owners (other than Declarant) of the individual Condominium Units have given their prior written

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approval, neither the Management Committee nor the Association of Unit Owners shall be entitled, by act, omission, or otherwise:

1. To abandon or terminate the Condominium Project or to abandon or terminate the arrangement which is established by this Declaration and the Record of Survey Map;

2. To partition or subdivide any Unit;

3. To abandon, partition, subdivide, encumber, sell, or transfer all or any part of the Common Areas and Facilities (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas, and except as such matters (arguably) might result from Declarant's addition to the Project of some or all of the Additional Land);

4. To use hazard insurance proceeds resulting from damage to any part of the Condominium Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided in Section I paragraph 6(a) (3) Article IX in the event of Substantial Destruction; and,

5. To change the pro rata interests or obligations of any Unit which apply for:

a. Purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; and for

b. Determining the pro rata share of ownership of each Unit in the Common Areas and Facilities, except as such changes may occur as a result of Declarant's addition to the Project of some or all of the Additional Land.

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Neither the Management Committee nor the Association Owners shall:

1. Alter the provisions of Article IX and Article XIII in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby; or
2. Fail to maintain the insurance coverage described in said Sections.

Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, of the Association of Unit Owners, or of the Condominium Project. The Management Committee and the Association shall establish an adequate reserve to cover the cost of reasonable, predictable, and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Units rather than by special assessments.

Any agreement for professional management of the Condominium Project which may be entered into by the Management Committee or the Association of Unit Owners, and any contract (to which the Management Committee or Association is a party) providing for services by Declarant, shall call for a term not exceeding three (3) years and shall provide that either party, with or without cause and without payment of any termination fee, may terminate same upon not in excess of ninety (90) days written notice.

From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of:

1. The Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, Ten Thousand and no/100 Dollars (\$10,000.00); or

2. Any Unit encumbered by the Mortgage held by such Mortgagee, if the amount involved in such damage, loss, or taking is in excess of, or reasonably estimated to be in excess of, One Thousand and no/100 Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking, or anticipated condemnation.

No provision of this Declaration gives or may give a Unit Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for loss to or taking of Units and/or the Common Areas and Facilities.

Any Mortgagee which obtains title to the Unit encumbered by its Mortgage pursuant to the remedies provided for in said Mortgage, pursuant to foreclosure of said Mortgage, pursuant to exercise of a power of sale available under said Mortgage, or pursuant to deed or assignment in lieu of foreclosure, shall be exempt from and shall in no way be governed by or subject to any "right of first refusal" which may be contained in or provided for in this Declaration.

In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article XIII, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Management Committee and Association of Unit Owners with respect to the subject concerned.

No amendment of this Article XIII which has the effect of diminishing the rights, protection, or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Section 41 shall be accomplished by an instrument executed by the Management Committee and filed for record in the office of the Salt Lake County Recorder. In any such instrument an officer of the Management Committee shall certify that any prior written approval of Mortgagees required by this Article as a condition to amendment has been obtained.

ARTICLE XIV

Section I: Service of Process.

The person to receive service of process in cases provided herein or in the Utah Condominium Act is:

Michael F. Nagle

whose address is:

7301 South 9th East

Sandy, Utah 84070

The person so designated may be changed from time to time by the Association.

ARTICLE XV

Section I: General Provisions.

1. Enforcement. The Association or any unit owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or

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restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the unit owners in this and added phases and thereafter signed by not less than 75 percent of the unit owners. Any amendment must be recorded. Declarant may amend this Declaration without the vote of the membership during the term of seven (7) years from the date this Declaration is recorded or at such time as all the units are sold on the property or property annexed thereto whichever date sooner occurs.

4. Condemnation. Should any part of the common property be condemned and an award given therefor, the Association shall disburse the proceeds to the Association unit owners and first mortgagees as their interest may appear.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2 day of May, 1984.

DECLARANT:

SANDY OAKS INCORPORATED

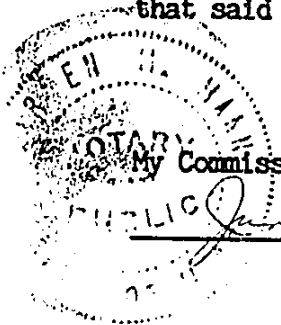
BY: [Signature]
Its President

Approved on Behalf of
Sandy Oaks, Inc.

[Signature]
Asst. City Attorney

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

On the 2^d day of May, 1984,
personally appeared before me, MICHAEL F. NAGLE, who being by me duly
sworn, did say that he is the President of Sandy Oaks Corporation and
that said instrument was signed in behalf of said corporation by
authority of its Eylaws and said Michael F. Nagle acknowledged to me
that said corporation executed the same.



Carmen M. Mason
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:
June 10, 1985

EXHIBIT E

BYLAWS
OF
BRIARWOOD SPRINGS CONDOMINIUMS, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Briarwood Springs Condominium, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 7301 S. 900 East, Midvale, Salt Lake County, Utah 84047 but meetings of members and directors may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Briarwood Springs Condominium, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Sandy Oaks, Incorporated, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Salt Lake County Recorder.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year; three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior

to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly

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held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

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a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote;

b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

c) As more fully provided in the Declaration, to:

1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,

3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

d) Issue or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and,

g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory checks.

Vice-President

b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; service notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLES X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any members. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

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ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Corporate Seal, Briarwood Springs Condominium, Inc."

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the Briarwood Springs Condominium, Inc. Association, have hereunto set our hands this 2 day of May, 1984.

Michael F. Nagle
Cindy A. Nagle
Carl J. Nemelka

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

I, Carmen M. Mann, a notary public, hereby certify that on the 2^d day of May, 1984, personally appeared before me CARL J. NEMELKA, CINDY A. NAGLE, AND MICHAEL F. NAGLE, who being by me first duly sworn declared that they are the persons who signed the foregoing documents as incorporators and that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this

2^d day of May, 1984.

Carmen M. Mann

NOTARY PUBLIC

Residing at: Salt Lake County, Utah

My Commission Expires:

31. December, 1985

