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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY: REBECCA GRAY , DEPUTY

OAKHILLS CONDOMINIUM

FIRST AMENDED AND RESTATED ENABLING  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, AND BYLAWS

4709235

This Amended Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration," is made and entered into this 12th day of OCTOBER, 1988, by AMERICAN SAVINGS AND LOAN ASSOCIATION (herein "Declarant") and WILLIAM E. HAAST and NANCY G. PARRELL (herein "Haast-Harrell") owners of one Unit of Oakhills Condominium, for themselves, their successors, grantees, and assigns pursuant to the provisions of the Utah Condominium Ownership Act, Sec. 57-8-1, et seq., Utah Code Annotated 1953, as amended, hereinafter referred to as "the Act."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property known as Oakhills Condominium as established by a Declaration of Covenants, Conditions and Restrictions and Bylaws recorded by the predecessor in interest of Declarant in Book 5640, Page 1476, Entry No. 4066460 of the records of the Salt Lake County Recorder, Declarant owning all but one Unit in said Condominium and Haast-Harrell owning said remaining Unit, and

WHEREAS, Declarant and Haast-Harrell have determined that it is in the best interest of the Oakhills Condominium to amend and restate in their entirety the enabling Declaration of Covenants, Conditions and Restrictions and Bylaws;

NOW, THEREFORE, in consideration of the foregoing, Declarant does hereby amend and restate, in its entirety, the Declaration of Covenants, Conditions and Restrictions and Bylaws of Oakhills Condominium, and publish and declare that all of the Property described herein is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed and shall be deemed to run with the Land and shall be a burden and a benefit to Declarant and Haast-Harrell and their successors, heirs, executors, administrators, devisees and assigns.

1. Name of the Condominium Property. The name by which this condominium project shall be known is Oakhills Condominium, hereinafter referred to as "the Project."

2. Definitions. The terms used in this Declaration and in the Bylaws shall be as defined in the Act, unless otherwise indicated by the context, except as follows:

(a) "Association" shall mean the Oakhills Condominium Owners Association, a Utah non-profit corporation.

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(b) "Building" shall mean a structure containing Units, and comprising a part of the Property.

(c) "Land" shall mean the land described in the Record of Survey Map or Map, and as described in Appendix B attached hereto.

(d) "Management Committee" shall mean a committee of not less than three nor more than five persons elected by the Unit Owners to manage the affairs of the Association, as more particularly provided for in the Articles of Incorporation, as amended, of the Association.

(e) "Mortgage" shall mean a deed of trust as well as a mortgage on a Unit.

(f) "Mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgage.

(g) "Lease" shall mean any agreement for the leasing or rental of a Unit.

(h) "Property" shall mean and include the Land, the Building, all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.

(i) "Institutional Holder" shall mean a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under Federal or State laws, any corporation or insurance company, or any Federal or State agency.

(j) "Parking Space" shall mean those parking stalls appurtenant to the Units as shown on the Survey Map with the exception that the parking stall identified as the southerly stall of 1102 is appurtenant to Unit 105, and the parking stall identified as the southerly stall of 105, which is adjacent to stall 1102, is appurtenant to Unit No. 1102.

(k) "Survey Map" or "Map" shall mean and refer to that certain Record of Survey Map, dated 28th day of March, 1985 consisting of 10 sheets, prepared by Michael L. Aldrich, a duly registered Utah Land Surveyor, recorded in Salt Lake County, Utah as Entry No. 4066459, in Book 85-3 at Page 53.

(l) "Unit" shall mean an individual air space unit consisting of enclosed rooms within a part of the Building, as more particularly described in Section 3(c) of this declaration.

(m) "Unit Owner" or "Owner" shall mean the person or persons owning a Unit in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities in the percentage specified and established in Appendix A attached hereto and incorporated herein by reference. Unit Owner shall not include persons purchasing a Unit under contract unless the selling Unit Owner specifically designates the purchaser as the Unit Owner in writing delivered to the Management Committee and recorded with the County Recorder.

### 3. DETAILED DESCRIPTION

(a) Description of Land. The Land is located in Salt Lake County, State of Utah, and is more particularly described on Appendix B attached hereto and incorporated herein by reference.

(b) Description of Building.

(1) The project consists of one (1) building.

(2) The building has thirteen (13) stories plus three (3) underground parking levels.

(3) The building has a total of eighty (80) units.

(4) The principal construction materials used are as follows: Post tension concrete slab with concrete columns, interior sheetrock or metal studs; exterior materials consist of sand-blasted concrete fired in place. Each unit is supplied with electricity, gas, water and sewage service. The units are individually heated.

(5) A description of all other significant improvements contained or to be contained in the project are as follows: covered, paved, parking, landscaping and spa.

(c) Description of Units. The number of each Unit, its location and square footage, number of rooms, immediate common area to which it has access, together with the Parking Space or Spaces appurtenant to said Unit (except for the Parking Spaces for Units 105 and 1102 which are as defined in Section 2 hereof) are as set forth in the Survey Map. Access to the Common Areas and facilities from each Unit is through a hallway, stairway or entryway and by walkways in the Common Areas and Facilities. The boundary line of each Unit is as reflected on the Map and shall include the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lower-most floors, and upper-most ceilings, and the interior surfaces of doors, window frames, door frames and trim. Each Unit shall include both the portions of the Building that are not Common or Limited Common Areas and Facilities within such boundary lines and the space so

encompassed. Without limitation, a Unit shall include any finished material applied or affixed to the interior surfaces of the walls, floors and ceilings of the Unit.

(d) Description of Common Areas and Facilities. The Common Areas and Facilities shall mean all land and all portions of the Property not contained within any Unit or within the Limited Common Areas and Facilities; including, but not by way of limitation, roofs, foundations, pipes, ducts, flues, chutes, floors, ceilings, conduits, wires and other utility installations to the outlets; bearing walls, perimeter walls, columns and girders to the undecorated and/or unfinished interior surfaces thereof, regardless of location; walkways, parking spaces not specifically assigned to any Unit, all installations of heat, power, lights, and hot and cold water existing for common use, and all other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, and all areas and facilities designated as Common Areas and Facilities in the Act.

(e) Description of Limited Common Areas and Facilities. Limited Common Areas and Facilities mean and include those portions of the Common Areas and Facilities reserved for the use of certain Units to the Exclusion of other Units. The Limited Common Areas and Facilities shall be the Storage areas (which the Declarant may assign to certain Units) and Parking Spaces as set forth in the Map as well as the balconies and/or the patios that are immediately adjacent to and contiguous with certain Units as more particularly identified in the Map. The use and occupancy of designated Limited Common Areas shall be reserved to its associated or assigned Unit and each Unit Owner is hereby granted an irrevocable license to use and occupy said Limited Common Areas and Facilities.

(f) Ownership Fraction and Voting Rights. The fraction of undivided interest in the Common Areas and Facilities appertaining to each Unit and its Unit Owner for all purposes, including shares in the Association for voting, is set forth in Appendix A attached hereto and made a part hereof as if herein set forth in full.

4. Statement of Purposes, Use and Restrictions. The Units, Common Areas and Facilities and Limited Common Areas and Facilities shall be occupied and used as follows:

(a) A Unit Owner shall not occupy or use his Unit, or permit the same or any part hereof to be occupied or used, for any purpose other than for the personal use for dwelling purposes of the Unit Owner and the Unit Owner's family or the Unit Owner's guests, renters or lessees.

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(b) No Unit Owner may lease less than the entire Unit. Any Lease shall be required to be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration and the Bylaws associated therewith and any failure by a Lessee to comply with the terms of such Declaration, Bylaws and Rules and Regulations shall be deemed a default under the Lease. The Association shall be furnished with a copy of each lease by the Owner of a leased Unit.

(c) Except for offices and model units to be maintained by Declarant for sales and leasing of Units, no commercial business shall be permitted within the Property.

(d) There shall be no obstruction of the Common Areas and Facilities. Except in the case of designated storage areas, nothing shall be stored in the Common Areas and Facilities without the prior written consent of the Management Committee.

(e) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or Limited Common Areas or Facilities which will increase the rate of insurance on the Property without the prior written consent of the Management Committee. No Owner shall permit anything to be done or kept in his Unit, Common Areas and Facilities or in the Limited Common Areas and Facilities which will result in the cancellation of insurance of any Unit, or any part of the Common Areas and Facilities or Limited Common Areas and Facilities, or which would be in violation of any law. No waste will be committed of the Common Areas and Facilities or Limited Common Areas and Facilities.

(f) No sign of any kind shall be displayed to the public view or from any Unit or from the Common Areas and Facilities or Limited Common Areas and Facilities without the prior written consent of the Management Committee. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant and its duly authorized agents of improvements, Units or signs necessary or convenient for the improvement, development, sale, operation or other disposition of the Property or any part thereof or to prevent the Declarant's use of the Property for business purposes in furtherance of its improvement, development, leasing, sale and operation of the Property.

(g) No animals, livestock, reptiles, rodents or poultry of any kind shall be kept in any Unit or elsewhere within the Property, except that small domestic dogs, not to exceed 25 pounds in weight, cats, and birds inside bird cages, not to exceed one (1) such animal per Unit, may be kept as household pets within any Unit, if they are not

kept, bred or raised for commercial purposes. The Association can prohibit any animal that in the sole and exclusive opinion of the Management Committee constitutes a nuisance to any other Owner. Each person bringing or keeping a pet upon the Property shall be liable to other Owners, their family members, guests, invitees, and tenants for any damage to persons or property proximity caused by any pet brought upon or kept upon the Property by that person, or by members of his family, his guests, or invitees.

(h) No noxious or offensive activity shall be carried on in any Unit, in the Common Areas and Facilities or Limited Common Areas and Facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other Unit Owners.

(i) All drapes, window shades or other window coverings installed in the windows of Units, which are visible from the exterior of the building shall have an exterior surface or lining white in color and appearance from the exterior view of the windows in the Building. All window coverings shall be installed within ninety (90) days after transfer of title to a Unit. At no time shall aluminium foil or such other material be placed in windows.

(j) Nothing shall be altered or constructed in or removed from the Common Areas and Facilities or Limited Common Areas and Facilities, except upon the prior written consent of the Management Committee.

(k) There shall be no violation of rules for the use of the Common Areas and Facilities or Limited Common Areas and Facilities adopted by the Management Committee and furnished in writing to the Owners, and the Management Committee is authorized to adopt such rules.

(l) Declarant, and persons it may select, shall have the right of ingress and egress over, upon and across the Common Areas and Facilities and Limited Common Areas and Facilities and the right to store materials thereon and make such other use thereof as may be reasonably necessary and incident to sale of the Units and operation of the Units and Common Areas and Facilities in connection with the overall development. Declarant and its duly authorized agents, representatives and employees may maintain model Units during the sale of the Units. Declarant shall have the right to change the location of the model Units from time to time in its sole discretion. Any furnishings or other improvements to such Units shall remain the sole property of Declarant.

##### 5. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

(a) Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his Unit and the surfaces of all walls, ceilings, floors, and doors within such boundaries.

(b) Maintenance of Units, Limited Common Areas, and Limited Common Facilities. Except for those portions (if any) which the Management Committee is required to maintain and repair hereunder, each Unit Owner shall at his expense keep the interior of his Unit, its equipment, and furnishings, and appurtenances, including Parking Spaces in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit, provided, that the painting and repair of all Parking Spaces shall be at the direction of the Management Committee and paid for as a Common Expense. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, lighting fixtures, appliances, carpeting and other furniture and furnishings that may be in or connected with the Unit. All Decks shall be kept in a neat and orderly manner. Painting of railings and maintenance of the decks is the responsibility of the Association.

The Management Committee shall not be responsible to the Unit Owner for loss or damage by theft or otherwise, of articles which may be stored by the Unit Owner in his Unit or the Limited Common Areas and facilities appurtenant thereto.

The Unit Owners shall pay when due all real estate taxes and assessments pertaining to the Units and the Limited Common Areas and Facilities.

The Unit Owner shall promptly discharge any lien (other than Mortgage liens) which may hereafter be filed against his Unit.

The design of the Buildings has resulted in certain installation for air conditioning and heating being characterized under the Condominium Act as Limited Common Areas and Facilities. Notwithstanding that fact, the Unit Owner shall be responsible for the cost of maintenance, repair or replacement of the air conditioning and heating equipment serving his Unit alone. When more than one Unit is served by such equipment, such costs shall be shared equally among those Unit Owners; provided that maintenance, replacement or repair of air conditioning or heating equipment serving more than one Unit shall be at the direction of the management Committee.

(c) Right to Combine Units. With the prior written consent of the Association, two Units may be utilized by the Owner or

Owners thereof as if they were one Unit. To the extent permitted in the written consent of the Association, any walls, floors, or other structural separations between any two such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, may, for as long as the two Units are utilized as one Unit, be utilized by the Owner or Owners of the adjoining Units as Limited Common Areas, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use, or enjoyment of other parts of the Property. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two Units which, but for joint utilization of the two Units, would have been occupied by such structural separations, shall be closed, at the equal expense of the Owner or Owners of each of the two Units and the structural separations between the two Units shall thereupon revert to Common Areas.

(d) Title. Title to a Condominium within the Property may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

(e) Prohibition Against Subdivision of Unit. Except as provided in this Section 5, no Unit Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map.

(f) Prohibition Against Structural Changes by Unit Owner. No Unit Owner shall, without first obtaining written consent of the Management Committee, make or permit to be made any structural alteration, improvement or addition in or to his Unit or in or to the Common Areas and Facilities or in or to any Limited Common Areas and Facilities or cause an increase in insurance rates; no Unit Owner shall do any act or work that will impair the structural soundness or integrity of the Buildings, the safety of the Property or impair any easement or hereditament without the written consent of all Unit Owners. No Unit Owner may paint or decorate any portion of the exteriors of the Building or other Common Areas and Facilities.

(g) Exclusive Ownership and Possession by Unit Owner. Each Unit Owner shall be entitled to exclusive ownership and possession of his Unit. Each Unit Owner shall have an undivided interest in the Common Areas and Facilities as listed in Appendix A the percentage of undivided interest appurtenant to each Unit as shown in Appendix A is permanent and may be altered only with the unanimous written consent of the Owner of each Unit in the Building and any Mortgagee, expressed in a recorded amendment to this Declaration. The fraction of undivided interest in the Common Areas and Facilities shall not be separated from the Unit to



which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner may use the Common Areas and Facilities in accordance with the purposes for which they are intended, so long as he does not hinder or encroach upon the lawful rights of the other Unit Owners.

A Unit Owner shall not be deemed to own the undecorated and/or unfinished interior surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his Unit, nor shall a Unit Owner be deemed to own the utilities running through his Unit which are utilized for, or serve, more than one Unit, except as a tenant in common with the other Unit Owners. A Unit Owner, however, shall be deemed to own the decorated and/or finished interior surfaces of the perimeter walls, floors, ceilings, windows, and doors bounding his Unit and shall have the obligations set forth herein with respect thereto.

(h) Inseparability. Title to no part of a Condominium may be separated from any other part thereof and each Unit and the undivided interest in the Common Areas and Facilities appurtenant to each Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium, including Parking Spaces. Every devise, encumbrance, conveyance, or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

(i) No Partition. The Common Areas and Facilities shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

(j) Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas, the Facilities or any part thereof, except the undivided interest therein appurtenant to his Condominium. Any mortgage or other encumbrance of any Condominium within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

(k) Separate Taxation. Each Condominium within the Project shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special

improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas and/or Facilities shall be apportioned among the Units in proportion to the undivided interests in the Common Areas and Facilities appurtenant to such Units. All such taxes, assessments, and other charges on each respective Condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Condominium.

(l) Mechanics Liens. No labor performed or material furnished for use in connection with any Unit, Limited Common Area, or Limited Common Facility with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Condominium of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas or Facilities, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed or such materials shall have been furnished.

(m) Description of Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Project may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all the rights incident to ownership of a Condominium within the Project and all of the limitations of such ownership.

## 6. EASEMENTS

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

(b) Entry for Repairs. The Association, existing by and through its Management Committee and their respective agents may

enter any Unit by giving reasonable notice, unless in emergency situations for health and welfare of the Association, for any maintenance, inspection, landscaping, construction or replacement for which the Association is responsible.

Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be promptly repaired by the Association out of the Common Expense Fund.

(c) Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas (other than Limited Common Areas) as necessary for access to such Owner's Unit and to any Limited Common Areas appurtenant to such Unit, and shall have the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be appurtenant to and pass with the title to each Unit. The foregoing notwithstanding no entry shall be made on the roofs of the Building without the prior consent of the Management Committee or its designated manager.

(d) Easements Deemed Created. All conveyances of Units whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

## 7. THE ASSOCIATION

(a) Membership. Each Owner shall be entitled and required to be a member of the Association; membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one membership for each Unit owned by him. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Unit shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's membership in the Association and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Unit.

(b) Votes. The number of votes appurtenant to each respective Unit shall be as shown in Appendix A attached hereto, which

number shall have a permanent character and shall not be altered without the unanimous written consent of all Owners and Mortgagees expressed in a duly recorded amendment to this Declaration.

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Unit Owners, with the exception of the Declarant. Each Unit Owner, either in person or by proxy, shall be entitled to cast the number of votes assigned to the Unit(s) such Owner owns. Where there is more than one record Unit Owner, any or all of such persons may attend any meeting of the Association of Unit Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled.

Class B: The Class B member shall be the Declarant. Declarant, either in person or by proxy, shall be entitled to cast three votes for each vote assigned to the Units it owns. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

(c) Articles and Bylaws. The Articles of Incorporation and Bylaws of the Association, as amended as of the date hereof, shall be in the form attached hereto as Appendix C and by this reference made a part hereof.

(d) Amplification. The provisions of this Section may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

(e) Association as Manager. All duties, responsibilities, powers, and authority imposed upon or granted to the "management committee" or the "manager" by the Condominium Act shall be duties, responsibilities, powers, and authority of the Association as the case may be.

## 8. CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

(a) The Common Areas. The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, and sanitary condition, order, and repair; provided, however, that each Owner shall keep the Limited Common Areas designated for use in connection with his Unit, if any, in a good, clean, safe, sanitary, and attractive condition. Except

as otherwise herein provided with respect to Limited common Areas and Facilities, the Association shall be responsible for the maintenance and repair of the exterior of the Building and the landscape, walkways, and grounds. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

(b) Manager. The Association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund.

(c) Personal Property. The Management Committee may acquire and hold, for the benefit of the Association of Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in such personal property shall be held by the Unit Owners in the same proportion as their respective undivided interests in the Common Areas and Facilities, and shall not be transferable except with a transfer of a Condominium Unit. A transfer of a Unit shall vest in the transferee, ownership of the transferor's beneficial interest in such personal property.

## 9. ASSESSMENTS

(a) Agreement to Pay Assessments. The Declarant, for each Unit owned by it within the Property, and for and as the owner of the Property and every part thereof, hereby covenants and each Owner of any unit by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in Declaration and the Bylaws.

(b) Determination of Assessments. Prior to the annual meeting of the Association the Management Committee shall estimate the net charges to be paid during the subsequent fiscal year, including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior fiscal year's operation, together with the estimated utility costs for Facilities which are not separately metered or charged. Such estimate is referred to as the Estimated Cash Requirement. Such Estimated Cash Requirement shall be presented to the Owners at the annual meeting. Notice of the annual assessment, based upon the Estimated Cash Requirement as finally set by the Management Committee shall be mailed to each Unit

Owner within 30 days after the Annual Meeting and assessed monthly to the Unit Owners on a proportionate basis in accordance with each Unit's percentage interest in the Common Areas pursuant to Appendix A. Declarant will be liable for the amount of any assessment against Units owned by Declarant. If said estimated sum proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Management Committee may at any time levy a further assessment, which shall be assessed to the Unit Owners in like proportion unless otherwise provided herein. Each Unit Owner shall be obligated to pay assessments made pursuant to this paragraph to the Association on or before the first day of each month, or in such other reasonable manner as the Management Committee shall designate.

All funds collected hereunder shall be expended for the purposes designated in the Declaration.

The omission by the Management Committee before the expiration of any fiscal year to fix the Estimated Cash Requirement hereunder for the next year, shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or a release of the Unit Owner from the obligation to pay the assessments or any installment thereof for that or any subsequent year, but the Estimated Cash Requirement fixed for the preceding year shall continue until a new requirement is fixed.

(c) Lien for Assessments. All sums assessed to the Owner of any Unit within the Property pursuant to the provisions of this section, together with interest thereof at the rate of 18% per annum, shall be secured by a lien on such Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this section, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder for Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorneys' fees, and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Unit.

(d) Personal Obligation of Owner. The amount of any regular or special assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities, by abandonment of his Unit, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

(e) Personal Liability of Purchaser. A purchaser of a Unit shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Unit up to the time of the grant or conveyance; provided, however, that the provisions of this section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

(f) Assessments Part of Common Expense Fund. All funds received from assessments shall be a part of the Common Expense Fund.

(g) Audit. Any Unit Owner may at any reasonable time at his own expense, cause an audit or inspection to be made of the books of account of the Association. The Management Committee, as a Common Expense, shall obtain and furnish to each Owner an annual financial statement of income and expenses for the preceding year within ninety (90) days after the expiration of the Association fiscal year. If the financial statement is not audited it shall be signed by at least one member of the Management Committee, stating that it is an "unaudited statement."

(h) Amendment of Section. This Section shall not be amended unless the Owners of all Units in the Property and any Mortgagee unanimously consent and agree to such amendment by a duly recorded instrument.

10. Agent for Service of Process. Until such time as Declarant transfers the right and responsibility to elect a Management Committee to the Unit Owners as provided in Bylaws, the name and address of the person within the county where the Property is located, for the service of notice or process in matters pertaining to the Property as provided under the Condominium Act is:

George D. Melling, Jr.  
Fabian & Clendenin  
215 South State  
12th Floor  
Salt Lake City, UT 84111

Thereafter, the person to receive service of notice or process shall reside within the county where the Property is located, as listed in an Affidavit filed with the Recorder of said County.

11. Damage or Destruction; Sale. In the event the Building and/or other improvements on the Land are damaged or destroyed by fire or other casualty or disaster, such Building and/or other improvements shall be promptly repaired, restored or reconstructed to the extent required to restore them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction, with each Unit and the Common Areas and facilities having the same vertical and horizontal boundaries. Such repairs, restoration or reconstruction shall be paid for out of any insurance proceeds received on account of the damage or destruction; provided, however, that if the insurance proceeds are not sufficient for such purpose, the deficiency shall be assessed as a Common Expense.

In the event of damage or destruction to the Building and/or other improvements on the Land, the Management Committee shall inform each Institutional Holder of a first Mortgage on a Unit in writing of such damage or destruction.

Notwithstanding the foregoing, in the event that 75 percent or more of the Units are destroyed and the Unit Owners by an affirmative vote of at least 75 percent of the total voting power and all Institutional Holders of first mortgages of the units file notice with the Management Committee within 90 days after such destruction that they do not desire that the Buildings be reconstructed or restored, the Management Committee shall record, with the Recorder of the county where the Property is located, a Notice setting forth such facts, and upon the recording of such Notice:

(a) the Property shall be deemed to be owned as tenants in common by the Unit Owners;

(b) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the fraction of undivided interest previously owned by such Unit Owner in the Common Areas and Facilities;

(c) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the fraction of undivided interest of the Unit Owner in the Property; and



(d) the Property shall be subject to an action for partition at the suit of any Unit Owner, or in the event the Property is not susceptible of fair partition without depreciating the value thereof, the net proceeds of sale together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective fractions of undivided interest in the Common Areas and Facilities, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

Notwithstanding all other provisions of this paragraph 11, in the event 75% or more of the Units are destroyed or substantially damaged, the Unit Owners may, by a majority vote of the Unit Owners at a meeting of the Association duly called for such purpose, and with the prior written approval of each Institutional Holder, elect to sell or otherwise dispose of the Property. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

12. Notices. Any notice permitted or required to be delivered as provided herewith may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 48 hours after a copy of same has been deposited in the U.S. Postal Service, first class postage prepaid, addressed to each such person at the address given by such person to the Management Committee for the purpose of service of such notice or to the Unit of such person if no such address has been given. Such address may be changed from time to time by notice in writing to the Management Committee.

13. Use of Parking Spaces. The use and occupancy of all parking areas shall be for the parking of automobiles, motorcycles, pickup trucks and other wheeled conveyances, with the exception of: boats, trucks, trailers, commercial vans, campers or recreation vehicles. The Management Committee may by rule or regulation, allow other uses of the parking areas not inconsistent with this Declaration and the Bylaws appended hereto.

14. Failure to Insist on Strict Performance No waiver. The failure of the Association of Unit Owners or Management Committee to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, all of which shall remain in full force and effect. The receipt and acceptance by the Management Committee of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be

deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee or its designee.

15. Limitation of Management Committee Liability. The Management Committee shall not be liable for any failure of any service to be obtained and paid for by the Management Committee hereunder, or for injury or damage to person or property caused by the elements or by another Unit Owner or person, or resulting from electricity, water or rain which may leak or flow from outside or from any parts of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place, unless caused by gross negligence of the Management Committee. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making or repairs or improvements to the Common Areas and Facilities or from any action taken to comply with any law, ordinance or order of a government authority.

16. Indemnification of Management Committee Members. Each member of the Management Committee shall be indemnified by the Unit Owners against all expenses and liabilities, including attorney's fees, reasonable incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved, or any settlement thereof, by reason of his being or having been a member of the Management Committee, whether or not he is a member of the Management Committee at the time such expenses are incurred, except in such cases wherein the member of the Management Committee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties and except to the extent such liability, damage or injury is covered by insurance; provided that in the event of a settlement, the indemnification shall apply only when the Management Committee approves such settlement as being for the best interests of the Unit Owners.

17. Mortgage Protection. Notwithstanding anything to the contrary contained in the Declaration or the Bylaws:

(a) Common Expenses shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments.

(b) No provision of this Declaration or the Bylaws shall give a Unit Owner, or any other party, priority over any rights of the first Mortgagee of the Unit pursuant to its Mortgage or otherwise in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Areas and Facilities.

(c) No "right of first refusal" may hereafter be added to this Declaration or the Bylaws that shall impair the rights of a first Mortgagee to:

(1) Foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage, or

(2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(3) Interfere with a subsequent sale or lease of a Unit so acquired by the Mortgagee.

(d) Any agreement for professional management of the Property or any other contract providing for services of the Declarant, may not exceed one (1) year. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days written notice.

(e) With the exception of a lender in possession of a Unit following a default in a first Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(f) Any first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage of foreclosure or deed in lieu of foreclosure of the Mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee.

(g) A first Mortgagee will be entitled to written notification from the Association of Unit Owners of any default in the performance by the Mortgagor/Unit Owner of any obligation under this Declaration or the Bylaws which is not cured within thirty (30) days.

(h) Unless all holders of the first mortgage liens on individual Units have given their prior written approval, the Association of Unit Owners shall not be entitled to:

(1) By act or omission, seek to abandon the Property or terminate the Condominium Regime except as provided by the Act in case of substantial loss to the Units, Common Areas, and Limited Common Areas;

(2) Change the pro rata interest or obligations of any Unit for the purposes of: (i) levying assessments and charges and (ii) determining the pro rata share of ownership of each unit in the Common Areas and Facilities and proceeds;

(3) Partition or subdivide any Unit, the Common Area, or Limited Common Area;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities. (The granting of easements of public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause);

(5) Use hazard insurance proceeds for losses to the Property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement or reconstruction of such Property, except as provided by the Act in case of substantial loss to the Units and/or Common Areas and Facilities.

(i) Common Areas and Facilities, and all amenities (such as parking, recreation and service areas) shall be part of the Project and shall be fully installed, completed, and in operation for use by the Unit Owners prior to the sale and conveyance of the last Unit in the Condominium Regime.

(j) A Mortgagee who has acquired title to a Unit in the Project pursuant to any remedy under the mortgage or any proceeding or procedure in lieu thereof, shall thereby become a member of the Association of Unit Owners.

(k) No Unit Owner, or any other party shall have priority over any rights of a first Mortgagee of a Unit pursuant to its Mortgage or otherwise in the case of a distribution to such unit Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or Common Areas and facilities. All first Mortgagees shall be entitled to receive such insurance proceeds and awards for losses to or a taking of Units and/or Common Areas and Facilities on a first priority basis, as provided in the Mortgage instruments.

(l) No provision of this Section 17 shall be amended without the consent of all first Mortgagees.

(m) The holders of first Mortgages shall have the right to examine the books and records of the property.

(n) Whenever there is a change in ownership of a Unit, the Management Committee shall require that the new Unit Owner

furnish the Management Committee with the name of the holder of any first Mortgage affecting such Unit. The Management Committee or manager shall maintain a current roster of Unit Owners and of the holders of first Mortgages affecting Units in the Property.

18. Insurance. The Management Committee shall obtain if reasonably possible and maintain at all times, insurance coverage to carry out the purposes of this Declaration and Bylaws. Such coverage shall be of the type and kind as provided herein and include insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other properties similar to the Project in construction, design, and use. The Management Committee shall obtain insurance with the following provisions or endorsements:

(a) Exclusive authority to adjust losses shall be vested in the Management Committee;

(b) The insurance coverage shall not be brought into contribution with insurance purchased by individual Unit Owners or their respective Mortgages;

(c) Each Unit Owner may obtain additional insurance covering his real property interest at his own expense;

(d) The insurer waives its rights of subrogation as to any claims against the Association of Unit Owners, the Management Committee, the Manager, the unit Owners, and their respective servants, agents, and guests;

(e) The insurance coverage cannot be cancelled, invalidated, or suspended because of the conduct of any one or more individual Unit Owners or their respective lessees, employees, agents, contractors or guests;

(f) The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer, employee, agent or contractor of the Association of Unit Owners, Management Committee, or Manager without prior demand in writing that the Association of Unit Owners cure the defect and then only if the defect is not cured within fifteen (15) days;

(g) All hazard insurance policies shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better. Such hazard insurance carrier shall be specifically licensed or authorized by law to transact business within the state of Utah.

(h) Each policy of insurance obtained by the Management Committee shall provide: a standard mortgage clause commonly accepted by private institutional mortgage investors in the area of which the Property is located. Such mortgagee clause shall

provide that the insurance carrier shall notify the first mortgagee at least thirty (30) days in advance of the effective date of any cancellation or reduction of any policy or policies.

(i) The Management Committee shall not obtain or maintain a policy or policies of insurance where:

(1) Under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against one or more of the Unit Owners, any first Mortgagee or first Mortgagees, or the Federal Home Loan Mortgage Corporations, hereinafter FHLMC, or FHLMC's designee; or

(3) By the terms of the carrier's charter bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; or

(3) The policy includes any limiting clauses (other than insurance conditions) which could prevent FHLMC of one or more of the Unit Owners from collecting insurance proceeds.

(j) The Management Committee shall maintain a multi-peril type policy covering the Project with the provisions and endorsements set forth hereinabove, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost). Each such policy shall contain the standard mortgage clause which must:

(1) Be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of mortgagees as their interests may appear; and

(2) Provide that the insurance carrier shall notify the first Mortgagee, at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

(k) Each such policy shall state that the insured is the Association for the use and benefit of the individual Owners. If such policy contains a full occupancy of building clause, such clause must be waived. The limits and coverage of such insurance shall be reviewed at least annually by the Management Committee. The Association of Unit Owners shall, upon request, furnish a letter wherein the Association agrees to notify FHLMC whenever:

(1) Damage to a Condominium covered by a Mortgage purchased in whole or in part by FHLMC exceeds \$1,000, or

(2) Damage to Common Areas and facilities and related facilities exceeds \$10,000.

(1) The Management Committee shall obtain a comprehensive policy of public liability insurance insuring the Association, the Management Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use or operation of the Common Areas and Facilities, commercial spaces, if any, and public ways in the Property or of any Unit which may arise among themselves, to the public or to any invitees or tenants of the Property, or of the Unit Owners. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Management Committee or other Unit Owners. The scope of coverage must include all other coverage in the types and amounts required by private institutional mortgage investors for projects similar in location, construction and use. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Management Committee, including an evaluation of the adequacy of the policy by a qualified representative of the insurance company writing the master policy on the Property, and shall be increased at the discretion of the Management Committee. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims for any one or more or group of injureds, without prejudice to the right of a name insured under the policies to maintain an action against another named insured.

(m) The Management Committee shall maintain fidelity coverage against dishonest acts on the part of members of the Management Committee, Managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association of Unit Owners as the named insured and shall be written in an amount sufficient to provide protection which in no event shall be less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(n) Each Unit Owner shall be required to notify the management Committee of, and shall be liable for, any increased insurance premium for insurance maintained by the Management Committee on all improvements made by the Unit Owner to his Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00). Each Unit Owner shall bear the risk of loss for all improvements made

to his Unit that were not the subject of notice to the Management Committee.

(o) Any Unit Owner who obtains individual insurance coverage covering any portion of the Property, other than personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy or policies with the Management Committee policy or policies with the Management Committee within thirty (30) days after obtaining such insurance coverage. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the Management Committee, on behalf of all the Unit Owners may realize under any insurance policy that the Management Committee may have in force covering the Property or any part thereof at any time.

(p) According to the Department of Housing and Urban Development Map Number 4912-0008-A dated August 30, 1977, the Property is not located in an area identified by the Department of Housing and Urban Development as an area having special flood hazards. In the event that at some future time the Property should be declared to be in such a flood area, a blanket policy of flood insurance on the Property shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Units comprising the Property or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The name of the insured under each required policy must be in form and substance as that required by the Federal Home Loan Mortgage Corporation at any given time.

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

20. No Partition. There shall be no judicial partition of the Property or any part thereof, nor shall Declarant or any person acquiring any interest in the Property or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Section 1 of this Declaration in the case of damage or destruction or unless the Property has been removed from the provisions of the Condominium Act as provided in Section 57-8-22 of that Act; provided, however, that if any Unit shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants so long as the Institutional Holder of any first Mortgage on such Unit gives



prior written approval. Such partition shall not affect any other Condominium Unit.

21. Termination. All of the Unit Owners may remove the Property from the provisions of the act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Unit Owners in the property.

After removal of the Property from the act, the Unit Owners shall own the Property and all assets of the Association as tenants in common and the respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the Unit Owners. Such undivided interests of the Unit Owners shall be the same as the percentage of undivided interest in the Common Areas and Facilities appurtenant to the Owner's Units prior to removal from the act.

This paragraph 21 cannot be amended without consent of all unit Owners and all record owners of mortgages on Units.

22. Condemnations or Eminent Domain. If any Unit or portion thereof or the common Areas and Facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Management Committee will notify in writing the Institutional Holder of any first mortgage on a Unit which would be affected by such proceedings or proposed acquisition.

23. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate this purpose of creating a uniform plan for the development and operation of a condominium project.

24. Amendment. Except as otherwise provided herein and except as prohibited by the Condominium Ownership Act, the provisions of this Declaration and the Bylaws set forth in Appendix C may be amended by an instrument in writing, signed and acknowledged, by Owners owning 67% of the voting power which amendment shall be affective upon recordation with the County Recorder. Provided, however, the written consent of each Institutional Holder of a first mortgage on a Unit shall be required to amend the following:

(a) Any provision altering the fractions of undivided interest in the Common Areas and Facilities or voting rights;

(b) Any provision amending Section 21 of the Declaration;

(c) Any other provisions or section of this declaration or the Bylaws which would prejudice the interest of the Institutional Holders of first mortgages on the Units.

25. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

26. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of this Declaration or the intent of any provision hereof.

27. Law Controlling. This Amended Declaration and the Bylaws attached hereto shall be construed and controlled by and under the laws of the State of Utah.

28. Effective Date. This Amended Declaration shall take effect when recorded with the Recorder of the county where the Property is located.

AMERICAN SAVINGS AND LOAN  
ASSOCIATION

By Ann C. Sues  
Its: Assistant Vice President

and

By Susan K. Williams  
Its: Assistant Secretary

W. E. Haast  
WILLIAM E. HAAST

Nancy C. Harrell  
NANCY C. HARRELL

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Joaquin )

On this 29<sup>th</sup> day of September, 1988, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Ann C. Sues and Susan K. Williams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Assistant Vice President and Assistant Secretary, respectively, or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



Shirley J. Romalia  
Notary Public in and for said State

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

On this 12<sup>th</sup> day of October, 1988, personally appeared before me William E. Haast, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Kenneth B. Bennett  
Notary Public  
Residing at SALT LAKE CITY

A circular notary seal for Kenneth B. Bennett. The outer ring contains the text "STATE OF UTAH" at the top and "K. B. BENNETT" at the bottom. The inner ring contains "NOTARY PUBLIC" and "SALT LAKE CITY". The center of the seal contains the name "KENNETH B. BENNETT".

My Commission Expires:

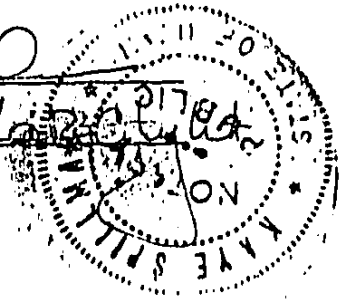
1-3-91

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

On this 12 day of October, 1988, personally appeared before me Nancy C. Harrell, the signer of the within

instrument, who duly acknowledged to me that she executed the same.

Kaye Spill  
Notary Public  
Residing at 5046 23rd St



My Commission Expires:

4-27-90

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Oakhills Condominiums  
 Appendix A  
 Percentage of Common Area Ownership

<u>UNIT</u>	<u>FOOTAGE SQUARE</u>	<u>PERCENTAGE INTEREST IN COMMON AREA</u>	<u>VOTES</u> (computed on basis of percentage interest in common area and rounded off)
101	1739	1.520	15
102	1376	1.206	12
103	1376	1.206	12
104	1376	1.206	12
105	1376	1.206	12
106	1381	1.210	12
107	1703	1.489	15
108	1703	1.489	15
109	1731	1.513	15
201	1612	1.410	14
202	1376	1.206	12
203	1376	1.206	12
204	1376	1.206	12
205	1376	1.206	12
206	1381	1.210	12
207	1376	1.206	12
208	1376	1.206	12
209	1608	1.407	14
301	1612	1.410	14
302	1376	1.206	12
303	1376	1.206	12
304	1376	1.206	12
305	1376	1.206	12
306	1381	1.210	12
307	1376	1.206	12
308	1376	1.206	12
309	1608	1.407	14
401	1612	1.410	14
402	1376	1.206	12
403	1376	1.206	12
404	1376	1.206	12
405	1376	1.206	12
406	1381	1.210	12
407	1376	1.206	12
408	1376	1.206	12
409	1608	1.407	14
501	1612	1.410	14
502	1376	1.206	12
503	1376	1.206	12

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 Oakhills Condominiums  
 Appendix A  
 Percentage of Common Area Ownership

<u>UNIT</u>	<u>FOOTAGE SQUARE</u>	<u>PERCENTAGE INTEREST IN COMMON AREA</u>	<u>VOTES (computed on basis of percentage interest in common area and rounded off)</u>
504	1376	1.206	12
505	1376	1.206	12
506	1381	1.210	12
507	1376	1.206	12
508	1376	1.206	12
509	1608	1.407	14
601	1612	1.410	14
602	1376	1.206	12
603	1376	1.206	12
604	1376	1.206	12
605	1376	1.206	12
606	1381	1.210	12
607	1376	1.206	12
608	1376	1.206	12
609	1608	1.407	14
701	1612	1.410	14
702	1376	1.206	12
703	1376	1.206	12
704	1376	1.206	12
705	1376	1.206	12
706	1381	1.210	12
707	1376	1.206	12
708	1376	1.206	12
709	1608	1.407	14
801	1608	1.407	14
802	1376	1.206	12
803	1376	1.206	12
804	1376	1.206	12
805	1381	1.210	12
806	1376	1.206	12
807	1608	1.407	14
901	1608	1.407	14
902	1376	1.206	12
903	1376	1.206	12
904	1381	1.210	12
905	1605	1.404	14

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 Oakhills Condominiums  
 Appendix A  
 Percentage of Common Area Ownership

<u>UNIT</u>	<u>FOOTAGE SQUARE</u>	<u>PERCENTAGE INTEREST IN COMMON AREA</u>	<u>VOTES</u> (computed on basis of percentage interest in common area and rounded off)
1001	1608	1.407	14
1002	1376	1.206	12
1003	1381	1.210	12
1101	1445	1.286	13
1102	1381	1.210	12
Totals	115,541	100.000	995

GDM: 072688a

ADD: 6086 P33 867

APPENDIX B

DESCRIPTION OF LAND

Beginning at the most southerly corner of a 12.00 foot right-of-way (Edwards and Daniels), said corner being N 0°14'34" E along the quarter section line 569.48 feet and East 494.97 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 26°09'00" E along the southeasterly line of said right-of-way 12.00 feet; thence N 63°51'00" W 10.04 feet to a point on a 74.50 foot radius curve to the center of which bears N 6°17'21" W; thence northeasterly along the arc of said curve 69.56 feet to a point of tangency; thence N 30°13'00" E 184.32 feet to a point of 29.28 foot radius curve to the right; thence northeasterly along the arc of said curve 23.00 feet to a point of a 39.00 foot radius reverse curve to the left, the center of which bears N 14°47'00" W; thence northeasterly along the arc of said curve 49.66 feet; thence N 48°00'00" E 44.63 feet; thence S 89°54'00" E 127.08 feet; thence S 0°06'00" W 114.45 feet; thence S 52°45'00" W 0.75 feet to a point on the northwesterly line of Kennedy Drive, said point also being on a curve to the left the center of which bears S 12°39'00" W 50.00 feet; thence southwesterly along said Northwesterly line and along the arc of said curve 104.41 feet to a point of a reverse curve to the right, the center of which bears S 73°00'00" W 35.36 feet; thence southerly along the arc of said curve 27.77 feet to a point of tangency; thence S 28°00'00" W 27.27 feet to a point of 1675.00 foot radius curve to the left; thence southwesterly along the arc of said curve 160.79 feet to a point of tangency; thence S 22°30'00" 16.43 feet; thence N 63°51'00" W 225.65 feet to the point of beginning.

Contains 1.62 acres more or less.

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Appendix C

AMENDED AND RESTATED BYLAWS  
OF  
OAKHILLS CONDOMINIUMS

A Nonprofit Corporation

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 AMENDED AND RESTATED BYLAWS  
 OF  
 OAKHILLS CONDOMINIUMS

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AMENDED AND RESTATED BYLAWS  
OF  
OAKHILLS CONDOMINIUMS

A Nonprofit Corporation

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Management Committee of Oakhills Condominiums Owners Associations, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01. Name. The name of the nonprofit corporation is Oakhills Condominium Owners Association, hereinafter the "Association."

1.02. Offices. The initial principal office of the Association shall be at 215 South State Street, 12th Floor, Salt Lake City, Utah 84111. The project, hereinafter referred to as the "Project" is situated upon the following described real property in Salt Lake County, State of Utah:

Beginning at the most southerly corner of a 12.00 foot right-of-way (Edwards and Daniels), said corner being N 0°14'34" E along the quarter section line 569.48 feet and East 494.97 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 26°09'00" E along the southeasterly line of said right-of-way 12.00 feet; thence N 63°51'00" W 10.04 feet to a point on a 74.50 foot radius curve to the center of which bears N 6°17'21" W; thence northeasterly along the arc of said curve 69.56 feet to a point of tangency; thence N 30°13'00" E 184.32 feet to a point of 29.28 foot radius curve to the right; thence northeasterly along the arc of said curve 23.00 feet to a point of a 39.00 foot radius reverse curve to the left, the center of which bears N 14°47'00" W; thence northeasterly along the arc of said curve 49.66 feet; thence N 48°00'00" E 44.63 feet; thence S 89°54'00" E 127.08 feet; thence S 0°06'00" W 114.45 feet; thence S 52°45'00" W 0.75 feet to a point on the northwesterly line of Kennedy Drive, said point also being on a curve to the left the center of which bears S 12°39'00" W 50.00 feet; thence southwesterly along said Northwesterly line and along the arc of said curve 104.41 feet to a point of a reverse curve to the right, the center of which bears S 73°00'00" W 35.36 feet; thence southerly along the arc of said curve 27.77 feet to a point of tangency; thence S 28°00'00" W 27.27 feet to a point of 1675.00 foot radius

curve to the left; thence southwesterly along the arc of said curve 160.79 feet to a point of tangency; thence S 22°30'00" 16.43 feet; thence N 63°51'00" W 225.65 feet to the point of beginning. Contains 1.62 acres more or less.

## ARTICLE II

### DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or required by the context hereof, all terms defined in Section II of the Declaration of Condominium for Oakhills Condominium, A Condominium Project, hereinafter referred to as the "Declaration", shall have such defined meanings when used in these Bylaws.

## ARTICLE III

### MEMBERS

3.01 Annual Meetings. The annual meeting of the Members shall be held on the last Wednesday of September of each year at 7:00 o'clock p.m., for the purpose of electing a Management Committee and transacting such other business as may properly come before the meeting. If the election of the Management Committee shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Management Committee shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

3.02 Special Meetings. Special meetings of the Members may be called by the Management Committee, the President, or upon the written request of Members holding not less than thirty percent (30%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Management Committee or the President.

3.03 Place of Meetings. The Management Committee may designate any place within the State of Utah as the place of meeting for any annual meeting or for any special meeting of Members, called by the Management Committee. If no designation is made, the place of the meeting shall be at the Project.

3.04. Notice of Meetings. The Management Committee shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be

delivered when deposited in the United States mail addressed to the Member at his registered address, with first class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.05 Members of Record. Upon Purchasing a Condominium in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Condominium has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than fifty (50) nor less than (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Condominiums in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.06. Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.07. Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08. Votes. With respect to each matter, including the election of Management Committee, submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Condominium or Condominiums of such Member, as shown in the Declaration. Unless a greater proportion is required by the Articles of Incorporation of the Association, these Bylaws, the Declaration, or Utah law, the affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members. The election of the Management Committee shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the members, but such holders must act unanimously to cast the vote relating to their joint membership.

3.09. Waiver of Irregularities. All inaccuracies and/or irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and/or method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

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

3.11 Waiver of Notice. Any notice required to be given to a Member may be waived by the Member entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall, for all purposes, be equivalent to the giving of such notice.

#### ARTICLE IV

#### MANAGEMENT COMMITTEE

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

4.02 Number, Tenure and Qualifications. The number of Committee members of the Association shall be three (3) to five (5) members. The initial Management Committee specified in the Articles of Amendments to the Articles of Incorporation of the Association shall serve until the Declarant turns over to the members, in accordance with Utah law, the responsibility for electing a committee. At the first annual meeting of the members held after the Declarant turns over to the Members responsibility for electing a Management Committee, the Members shall elect three (3) to five (5) Committee Members to serve for a term of one (1) year. At each annual meeting thereafter, the Members shall elect for a one (1) year term the Committee Members to fill all vacancies created by expiring terms. Committee Members, except the initial Committee specified in the Articles of Amendment to the Articles of Incorporation or appointed by the Declarant, must be members of the Association.

4.03 Regular Meetings. The regular annual meeting of the Management Committee shall be held, without other notice than this Bylaw, immediately after, and at the same place, as the annual meeting of the Members. The Management Committee may provide by resolution the time and place, within the State of Utah for the holding of additional regular meetings, except that the initial Management Committee may hold Management Committee meetings outside of the State of Utah.

4.04 Special Meetings. Special meetings of the Management Committee may be called by or at the request of any Committee Member. The person or persons authorized to call special meetings of the Management Committee may fix any place as the place for holding any special meeting of the Management Committee called by such person or persons. Notice of any special meeting shall be given at least fifteen (15) days prior thereto by written notice delivered personally, or mailed to each Committee Member at his registered address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company.

4.05. Quorum and Manner of Acting. A majority of the number of the Management Committee in office shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Committee members present at any meeting at which a quorum is present shall be the act of the Management Committee. The Committee shall act only as a Board and individual committee members shall have no powers as such.

4.06. Compensation. No Committee member shall receive compensation for any services that he may render to the Association



as a member of the Management Committee; provided, however, that Committee members may be reimbursed for expenses incurred in performance of their duties as Committee members.

4.07. Resignation and Removal. A Committee Member may resign at any time by delivering a written resignation to either the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Committee Member, except those appointed by the Declarant, may be removed at any time, for or without cause, by the affirmative vote of two-thirds (2/3) of the total votes of the Association at a special meeting of the Members duly called for such purpose.

4.08. Vacancies and Newly Created Committee Positions. If vacancies shall occur in the Management Committee by reason of the death or resignation of a Committee Member (other than a Committee Member appointed by the Declarant), the Committee members then in office shall continue to act, and such vacancies shall be filled as provided in Section 5.05. Any Committee member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Committee position, as the case may be.

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

4.10. Waiver of Notice. Any notice required to be given to a Committee member may be waived by the Committee member entitled thereto signing a waiver thereof, whether before or after the time stated therein, and the signing of such a waiver shall, for all purposes, be equivalent to the giving of such notice. Attendance of a Committee member at any meeting shall constitute a waiver of notice of such meeting unless such Committee member is attending the meeting for the sole and express purpose of objecting to the transaction of any business at the meeting because the meeting was not lawfully called or convened.

## ARTICLE V

### OFFICERS

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

5.02. Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Management Committee

annually at the regular annual meeting of the Management Committee. In the event the Management Committee shall fail to choose officers at such regular annual meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular annual meeting of the Management Committee or otherwise) shall hold his office until the next ensuing regular annual meeting of the Management Committee and until his successor shall have been chosen and qualified, or until his death, or until his resignation or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary or the Treasurer. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, the Secretary, and the Treasurer shall, except when elected by the Committee specified in the Articles of Incorporation of the Association or by Committee members appointed by the Declarant, be and remain Members of the Association during the entire term of their respective offices and may, but need not be, Committee members. No other officer need be a Committee member or a Member of the Association.

5.03. Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. The Management Committee may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members of the Association or members of the Management Committee.

5.04. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Management Committee at any time, for or without cause.

5.05. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by vote of the remaining members of the Management Committee at any regular or special meeting.

5.06. The President. The President shall preside at meetings of the Management Committee and at meetings of the Members. He shall sign on behalf of the Association all conveyances,

mortgages, documents, and contracts, and shall do and perform all other acts and things that the Management Committee may require of him.

5.07. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as the Condominium Act, these Bylaws, the Declaration, or any resolution of the Management Committee may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Management Committee may require of him.

5.08. The Treasurer. The treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Management Committee. He shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the Common Areas, specifying and itemizing the additions to and expenses paid out of the Common Expense Fund. He shall perform such other duties as the Management Committee require of him.

5.09. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that officers may be reimbursed for expenses incurred in performance of their duties as officers.

## ARTICLE VI

### COMMITTEES

6.01. Designation of Committees. The Management Committee may from time to time by resolution designate such committees of its members as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that committee members may be reimbursed for expenses incurred in performance of their duties as committee members.

6.02. Proceedings of Committees. Each committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

6.03. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Management Committee the presence of members constituting at least sixty one (61%) percent of the authorized membership of such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Management Committee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

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

6.05. Vacancies. If any vacancy shall occur in any committee designated by the Management Committee hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

## ARTICLE VII

### INDEMNIFICATION

7.01. Specific Indemnification. The Association shall indemnify any member of the Management Committee or officer or any former Committee member or officer of the Association, or any person who may have served at the request of the Association as a Committee member, director or officer of another corporation or entity (whether for profit or not for profit), against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such Committee member, director, or officer, except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty.

7.02. General Indemnification. In addition to the specific indemnification provided for in Section 7.01 hereof, the Association shall indemnify all Committee members and officers and all former Committee members and officers of the Association, and all persons who may have served at the request of the Association, as a Committee member, director, or officer of another corporation

or entity (whether for profit or not for profit), to the fullest extent permitted by Utah law, as the same may hereafter be amended, modified, or adopted. The Association, its officers and Committee members, shall be fully protected in taking any action or making any payment or in refusing to do so in reliance upon the advice of counsel. The indemnification provided for in this Article VII shall not be deemed to be exclusive of any other right to which those indemnified, or seeking indemnification, may be entitled under any Bylaw, agreement, vote of the members, vote of disinterested Committee members, or otherwise.

7.03. Insurance. The Association may purchase and maintain, with funds from the Common Expense Fund referred to in the Declaration, insurance on behalf of any person who was or is a Committee member or officer of the Association, or who was or is serving at the request of the Association as a Committee member, director, officer, employee, or agent of another corporation or entity (whether for profit or not for profit), against any liability asserted against him or incurred by him in any such capacity arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under Utah law, as the same may hereafter be amended, modified, or adopted.

#### ARTICLE VIII

##### FISCAL YEAR AND SEAL

8.01. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of each year.

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

#### ARTICLE IX

##### RULES AND REGULATIONS

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



**ARTICLES OF AMENDMENT TO  
THE ARTICLES OF INCORPORATION OF  
OAKHILLS CONDOMINIUM OWNERS' ASSOCIATION**

Pursuant to the provisions of Section 16-6-50 of the Utah Non-Profit Corporation and Co-operative Association Act, the undersigned non-profit corporation does hereby adopt the following Articles of Amendment to its Articles of Incorporation:

**FIRST:** The name of the corporation is OAKHILLS CONDOMINIUM OWNERS' ASSOCIATION (hereinafter referred to as the "Association").

**SECOND:** The following amendments of the Articles of Incorporation were adopted by the unit owners of the Association on October 12, 1988 in the manner prescribed by the Utah Non-profit Corporation and Co-operative Association Act:

(a) Article VII is amended by adding the following provision thereto:

Each member may accumulate his votes when electing the Management Committee by giving one candidate as many votes as the number of such committee members multiplied by the number of his votes equals, or by distributing such votes on the same principal among any number of such candidates.

(b) Article VIII paragraph 1 is amended to read as follows:

1. The affairs of the Association shall be managed by a Management Committee of not less than three (3) nor more than five (5) in number, and shall serve without compensation, and shall be elected annually at a meeting of the unit owners of the Association on such date as may be fixed by the Bylaws. Each member of the Management Committee shall be qualified to hold office only so long as he or she is an owner or employee of an owner of a condominium unit in the Project. A majority of the Management Committee shall constitute a quorum at any meeting.

(c) Article XIV of the Articles of Incorporation is amended to read:

ARTICLE XIV  
Registered Agent

The registered agent of the Association is:

George D. Melling, Jr.  
FABIAN & CLENDENIN  
215 South State Street, 12th Floor  
Salt Lake City, Utah 84111

THIRD: The number of unit owners of the Association at the time of such adoption and entitled to vote thereon was two, and all such unit owners voted in favor of such amendment.

DATED October 12, 1988.

**OAKHILLS CONDOMINIUM OWNERS'  
ASSOCIATION**

By Ann C. Sues  
Ann C. Sues, President

300 North Harrison, Fifth Floor  
Stockton, CA 95203

and

By James Worrall  
James Worrall, Secretary

300 North Harrison, Fifth Floor  
Stockton, CA 95203

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