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AMENDED AND RESTATED ENABLING DECLARATION  
OF  
OAKWOOD GARDENS CONDOMINIUMS  
A UTAH CONDOMINIUM PROJECT  
IN  
SALT LAKE COUNTY, UTAH

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OAKWOOD GARDENS CONDOMINIUMS ASSOCIATION, INC.

AS DECLARANT

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WHEN RECORDED RETURN TO:

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AMENDED AND RESTATED ENABLING DECLARATION  
OF  
OAKWOOD GARDENS CONDOMINIUM

THIS AMENDED AND RESTATED ENABLING DECLARATION OF OAKWOOD GARDENS CONDOMINIUM (the "Declaration") is made and executed on the 1st day of February, 1999 by OAKWOOD GARDENS CONDOMINIUM ASSOCIATION, INC., of 939 Donner Way, Salt Lake City, Utah 84108, hereinafter referred to as "Declarant", pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated 1953).

RECITALS:

A. Declarant is an association of all of the unit owners at the OAKWOOD GARDEN CONDOMINIUM PROJECT acting as a group and managing that Parcel of real property hereinafter more particularly described.

B. The Original Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on the 20th day of November, 1972 as Entry No. 2500510 in Book 3203 at Page 278 of the official records.

C. Declarant desires, by filing this Declaration and the Survey Map, to re-submit said Parcel and all improvements made now or later to the provisions of the Act as a Condominium Project to be known as "Oakwood Gardens Condominium".

D. The original Declarant has conveyed all of the Units and turned control of the Association over to the Unit Owners, who hold the fee title to the individual Units contained in the Condominium, together with the undivided ownership interests in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, restrictions and limitations herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Declaration:

I. DEFINITIONS:

When used in this Declaration (including in that portion headed "Recitals") the following terms shall have the meaning indicated. Any term used here which is defined by the Act shall to the extent permitted by the context, have the meaning given by the Act.

1. Act shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated (1953)).

2. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the OAKWOOD GARDENS CONDOMINIUM ASSOCIATION on file or to be filed with the Utah Department of Commerce.

3. Assessment shall mean and refer to any amount imposed upon, assessed or charged a Unit Owner or Resident at the Project.

4. Association shall mean and refer to all of the Unit Owners of the Oakwood Gardens Condominium Association taken as or acting as a group.

5. Building shall mean and refer to any of the structures constructed in the Project.

6. Business Use and Trade shall mean and refer to any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: a) such activity is engaged in full or part-time; b) such activity is intended to or does generate a profit; or c) a license is required therefor.

7. By Laws shall mean and refer to the By Laws of the OAKWOOD GARDENS HOMEOWNERS ASSOCIATION, a copy of which is attached to and incorporated in this Declaration by reference as "B".

8. Capital Improvement shall mean and refer to all nonrecurring expenses (as opposed to day-to-day expenses) to repair, maintain or replace significant fixed assets in the Project (e.g. roofs, roads, entry, amenities, etc.) intended to restore, enhance, improve or ameliorate the utility, value or beauty of the Common Areas or Facilities.

9. Committee shall mean and refer to the Management Committee of the Association as duly constituted.

10. Common Areas and Facilities shall mean, refer to and include:

(a) The real property and interests in real property which this Declaration submits to the terms of the Act.

(b) All Common Areas and Facilities designated as such in the Survey Map.

(c) All Limited Common Areas and Facilities.

(d) All foundations, columns, girders, beams, supports, perimeter walls, roofs, halls, corridors, walkways, stairs, stairways, exits and entrances constituting a portion of or included in the buildings of the condominium.



(e) All installations for and all equipment connected with the furnishing of central services to the Condominium including electricity, water, heat and air conditioning.

(f) All elevators, tanks, pumps, motors, fans, ducts and in general all apparatus and installations included within the Condominium for common use.

(g) All portions of the Condominium not specifically included within the individual Units.

(h) All other parts of the Condominium normally in common use or necessary or convenient to its use, maintenance, safety or management.

11. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties or rights under the Act, this Declaration or the Management Agreement for operation of the Condominium, and such rules and regulations as the Management Committee may from time to time make and adopt.

12. Community shall mean and refer to the Project.

13. Community Wide Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Community, as determined by the Management Committee from time to time.

14. Condominium shall mean and refer to a method of ownership of real property consisting of certain Units and Common Area.

15. Condominium Unit shall mean and refer to a Unit and its appurtenant undivided interest in the Common Areas and Facilities.

16. Condominium Project shall mean and refer to Oakwood Gardens Condominium, 939 Donner Way, Salt Lake City, Utah.

17. Declaration shall mean and refer to this Enabling Declaration.

18. Eligible Insurer shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

19. Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

20. Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Committee. A vote which is for any reason suspended is not an "eligible vote".

21. Guest shall mean and refer to an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.

22. Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable.

23. Land shall mean and refer to all of the real property subject to this Declaration.

24. Limited Common Areas and Facilities shall mean and refer to those Common Areas and Facilities designated herein or in the Survey Map as reserved for the use of a certain Unit or Units to the exclusion of the other Units, including those parking stalls which are not specifically designated as Units, the storage rooms (numbered S-1 through S-37) which are associated with said parking stalls, and the patio or balcony which is associated with each home Unit.

25. Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total undivided ownership interest.

26. Management Committee and Committee shall mean and refer to the Management Committee of the Oakwood Gardens Condominium Association.

27. Manager shall mean and refer to the person or entity appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.

28. Map shall mean and refer to the Record of Survey Map.

29. Member shall mean and refer to each Unit Owner, who is obligated by virtue of his ownership of a Unit to be a shareholder of the Association.

30. Mortgage shall mean and refer to both a first mortgage or first deed of trust on any Unit, but shall not mean or refer to the seller under a uniform real estate contract or an executory contract of sale.

31. Mortgagee shall mean and refer to a mortgagee under a first mortgage or a beneficiary under a first deed of trust on any Unit, but shall not mean or refer to a seller under a uniform real estate contract or an executory contract of sale.

32. Owner shall mean and refer to a Unit Owner.

33. Permanent Resident shall mean and refer to anyone who resides in the Project for more than four (4) consecutive weeks or for more than eight (8) weeks in any calendar year.

34. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company or other legal entity.

35. Project shall mean and refer to the Oakwood Gardens Condominium Project.

36. Property shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to the Act and this Declaration.

37. Record of Survey Map and Survey Map shall mean and refer to the Record of Survey Map filed November 20, 1972, Record No. 25-00-509, Book No. MM, on Page 85.

38. Recreational, Oversized or Commercial Vehicle shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

39. Resident shall mean and refer to any person living or staying at the Project.

40. Single Family Residence shall mean and refer to both the architectural style of a Unit and the nature of the residential use permitted.

41. Size shall mean and refer to the square footage of a Unit, rounded to the nearest whole number ending in zero. Size shall be computed and determined on the basis of dimensions shown on the Survey Map or Maps. So long as the measurement substantially complies with the provisions of this section and is not arbitrary, the Association's determination of Size shall be conclusive.

42. Survey Map shall mean and refer to the Record of Survey Map.

43. Unit shall mean and refer to one of the home Units or one of the parking stalls which is designated as a Unit on the Record of Survey Map. Unless a wall on the perimeter of a Unit separates and is common to two or more Units, such perimeter wall shall, except for the finished surface which is on the interior of a Unit, constitute a part of the Common Areas and Facilities. Such finished surface shall be a part of the Unit to which it relates. A wall on the perimeter of a Unit which separates such a Unit from, and is common to, another Unit shall, from and including the surface of such wall to its center, constitute a part of the Unit to which it relates. A Unit shall include any walls or partitions which are wholly contained within its perimeters and the surfaces of any floors and ceilings which bound it. A Unit shall include all pipes, wires, conduits or other

public utility lines or installations serving only the Unit, whether or not located within the physical boundaries of the Unit. A Unit shall not include pipes, wires, conduits, or other public utility lines running through it which are utilized for or which serve more than one Unit.

44. Unit Number shall mean and refer to the number, letter or combination of these which designates a Unit in the Record of Survey Map.

45. Unit Owner or Owner shall mean and refer to the owner of the fee in a Unit and the percentage of undivided interest in the Common Areas and Facilities which is appurtenant. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall, unless the seller and the purchaser have otherwise agreed and have informed the Management Committee in writing of such agreement, be considered the Unit Owner for purposes of voting and Committee membership.

## II. SUBMISSION

Declarant hereby submits to the provisions of the Act, as the Parcel associated with Oakwood Gardens Condominium, the following described real property situated in the City and County of Salt Lake, State of Utah:

Beginning at a point on the Easterly Line of Donner Way, said point being North 431.25 feet and East 213.38 feet from the center of Section 11, Township One South, Range One East, Salt Lake Base and Meridian, and running thence South 75 degrees 00' East 113.19 feet; thence North 14 degrees 09' East 20.24 feet; thence South 75 degrees 51" East 45.77 feet; thence South 26 degrees 09' West 21.32 feet; thence South 75 degrees 00' East 43.47 feet; thence South 26 degrees 09' West 236.33 feet to the Northerly Line of Kennedy Drive; thence North 89 degrees 36' 40" West along said Northerly Line 136.955 feet to a point of intersection with the East Line of Donner Way; thence North 0 degrees 23' 20" East along said East Line 72.791 feet to a point of a 415.00 foot radius curve to the right; thence Northerly along the Easterly Line of said Donner Way and arc of said curve 186.59 feet to a point of tangency; thence North 26 degrees 09' East along the Easterly Line of said Donner Way 11.25 feet to the point of Beginning.

TOGETHER WITH an Easement over the following-described tract, which Easement was created by an instrument styled "Grant of Easement and Agreement," dated October 12, 1971, recorded in the official records of Salt Lake County, Utah on October 15, 1971 as Entry No. 2415595 in Book 3007, at Page 277 (as amended by a certain "Amendment to Grant of Easement and Agreement"):

Beginning at a point on the North line of Kennedy Drive, said point being North 167.34 feet and East 302.41 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian running thence North 26 degrees 09' East

280.33 feet; thence South 63 degrees 51' East 60.00 feet; thence South 26 degrees 09' West 216.82 feet; thence North 63 degrees 51' West 17.50 feet; thence South 26 degrees 09' West 43.00 feet to the North line of said Kennedy Drive; thence North 89 degrees 36' 40" West along said North line 47.19 feet to the point of beginning.

TOGETHER WITH Parking Stall Unit Nos. P-1 through P-18, inclusive, and the undivided ownership interests in the Common Areas and Facilities which are actually appurtenant to said Units, subject to agreement concerning the rights, authority, and powers of the owners of the "Fee", as described in WARRANTY DEED, dated October 26, 1976, recorded in the official records of Salt Lake County, Utah on October 29, 1976 as Entry No. 2871598 in Book 4387, at Page 197,

THE ABOVE DESCRIBED TRACTS, EASEMENTS, AND RIGHTS ARE SUBJECT TO the various electric, telephone, and gas line easements or rights-of-way shown on Page 1 of the Record of Survey Map.

### III. COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions and restrictions:

1. Description of Improvements. The improvements included in the Condominium are located upon the Parcel described above, and all of such improvements are described in the Survey Map. The Survey Map shows the foundations, the number of stories, and the number of Units which are contained in the buildings which comprise a part of such improvements. The buildings are principally constructed of the following materials: Steel frames, with load-bearing walls studded with wood and with non-bearing walls studded with steel; brick veneer exterior; wooden truss joist floors and roofs; roof surfaced with asphalt shingles; interior walls surfaced with gypsum sheets.

2. Description and Legal Status of Units. The Record of Survey Map shows the Unit Number of each Unit, its location, dimensions from which its area may be determined, those Limited and Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. Units are either home Units or car stalls. Those car stalls which constitute Units shall, for all purposes except maintenance and except as otherwise specifically provided in this Declaration, be accompanied by the same rights and obligations as pertain to home Units. For maintenance purposes, car stalls constituting Units shall have the same status as those car stalls comprising a part of the Limited Common Areas and Facilities. All Units shall be capable of being independently owned, encumbered and conveyed.

3. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Unit shall describe the interest or estate involved substantially as follows:

All of UNIT NO. \_\_\_ in BUILDING NO. \_\_\_ contained within the OAKWOOD GARDENS

CONDOMINIUM PROJECT, PHASE \_\_\_\_\_, as the same is identified in the Record of Survey Map recorded in Utah County, Utah as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the official records of the County Recorder of Utah County, Utah (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of OAKWOOD GARDENS, a Utah Condominium Project recorded in Salt Lake County, Utah as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the official records of the County Recorder of Salt Lake County, Utah (as said Declaration may have heretofore been supplemented), together with an undivided percentage of ownership interest in the common areas and facilities.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the membership in the Association, nor percentage of ownership interest in the Common Areas, nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

4. Contents of Exhibit A. Exhibit A to this Declaration furnishes the following information with respect to each Unit in the Condominium: (a) The Unit Number; (b) Its approximate area; (c) The number of rooms; (d) Its general location; (e) Those Limited Common Areas and Facilities which are reserved for its use; (f) The approximate area of such Limited Common Areas and Facilities; (g) Its percentage of undivided interest in the Common Areas and Facilities.

5. Common and Limited Common-Areas and Facilities. The common areas and facilities contained in the Condominium are described and identified in Article I, paragraph 11 of this declaration. Neither the percentage of undivided interest in the Common Areas and Facilities nor the right of exclusive use of a Limited Common Area and Facility shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

6. Computation of Undivided Interests. For purposes of determining the percentages of undivided interest in the Common Areas and Facilities which are appurtenant to the various Units, a weighted figure representing the floor space associated with a Unit will be used as a measure of value. Such figure is, with respect to each home Unit, the sum of (i) the approximate floor space actually contained in the Unit and (ii) 25% of the approximate area of all Limited Common Areas and Facilities which appertain to the Unit. With respect to each car stall that constitutes a Unit, such figure is 25% of its actual square footage. The percentage of undivided ownership interest appurtenant to each Unit is the ratio between the weighted figure for that Unit and the sum of such figures for all Units.

7. Permissible Use of Units and Common Areas. Units are either home Units or car stall Units. The former type is intended to be used for residential housing (subject to the Business and Trade exemption set forth in subsection 7(h) below) and is restricted to such use. Those car stalls are

intended to be used only as vehicle parking spaces and are restricted to such use, subject to the parking restrictions set forth below. The Common Areas and Facilities shall be used only in a manner consistent with their community nature. Further:

(a) Nuisance. It shall be the responsibility of each Owner and Resident to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes but is not limited to the following: (1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about his Unit or the Common Areas; (2) The storage of any item, property or thing that causes any Unit or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses; (3) The storage of any substance, thing or material upon any Unit or in the Common Areas that emits any foul, unpleasant or noxious odors, or that causes any noise or other condition that disturbs or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project; (4) The creation or maintenance of any noxious or offensive condition or activity in or about any Unit or the Common Areas; (5) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order; (6) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees; (7) Too much noise in, on or about any Unit or the Common Area, especially after 11:00 p.m. and before 8:00 a.m.; (8) Too much traffic in, on or about any Unit or the Common Area, especially after 10:00 p.m. and before 8:00 a.m.; and (9) Loitering in, on or about the Common Area.

(b) Signs; Unsightly Work and Unkempt Conditions. No "For Sale" or "For Rent" or other signs or banners are permitted in the Common Area, unless they are approved in writing by the Committee or displayed in accordance with the House Rules. Activities (e.g., assembly/disassembly of motor vehicles and other mechanical devices) which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

(c) Removing Garbage, Dust & Debris. All rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

(d) Subdivision of a Unit. No Unit shall be subdivided or partitioned.

(e) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

(f) Temporary Structures. No Owner or occupant shall place upon any part of the Project any temporary structures including but not limited to tents, trailers, or sheds, without the prior

written consent of the Committee.

(g) Energy Conservation Equipment. No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Project without the prior written consent of the Committee.

(h) Business Use. No commercial trade or business may be conducted in or from any Unit unless: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (2) the business activity conforms to all zoning requirements for the Project; (3) the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (4) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Committee. Notwithstanding the above, the leasing of a residence shall not be considered a trade or business within the meaning of this sub-Section.

(i) Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following: (1) The parking rules and regulations adopted by the Committee from time to time; (2) The parking areas are not designed for recreational, commercial or oversized motor vehicles and the Management Committee has the right to make rules and regulations restricting or prohibiting their use. Unless otherwise determined by the Management Committee, all RV's shall be parked outside the Project, except for purposes of loading and unloading; (3) No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, recreational, commercial or oversized vehicle or any other transportation device of any kind may be parked or stationed (except for purposes of loading or unloading), in such a manner so as to create an obstacle or potentially dangerous situation, or along any street, road, access, driveway, ramp, entrance, sidewalk, walkway, Unit, building, red zone or any designated "no parking" portion of the Common Area; (4). Residents may only park their motor vehicles within their designated parking spaces or uncovered parking spaces, or in other authorized portion of the Common Area; (5) Residents may not park their motor vehicles in "red zones," "fire lanes," or unauthorized areas; (6) Visitors or guests shall park their motor vehicles in Common Areas designated for "guest" or "visitor" parking; (8) No Owners or Residents shall repair or restore any vehicle of any kind in, on or about any Unit or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility; (9) No parking space may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonable parked in the space as originally designed and constructed; (10) No motor vehicle shall be parked in such a manner as to inhibit or block access to a Unit, parking space, access road, entrance, exit or parking area; (11) All parking areas shall be used solely for the parking and storage of motor vehicles used for personal transportation; (12) Vehicles parked in violation of this Declaration or parking Rules and Regulations adopted by the Committee may without any additional notice be immobilized, impounded, towed and/or stored at the owner's sole risk and expense, and neither the Association or Committee nor the



members, agents, representatives or employees thereof shall be liable for any claim of negligence, trespass, conversion, invasion of privacy or the like, and shall be indemnified, saved and held harmless from any loss, damage or claim caused by or arising out of the immobilizing, impounding, towing or storing of a motor vehicle pursuant hereto.

(j) Aerials, Antennas, and Satellite Systems. Antennas and satellite dishes shall be prohibited within the Property, except (1) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (2) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or (3) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is: (a) located in the attic, crawl space, garage, or other interior spaces of the dwelling or another approved structure on the Unit so as not to be visible from outside the dwelling or other structure; (b) located in the rear yard of the dwelling (i.e., the area between the plane formed by the front facade of the dwelling and the rear lot line) and setback from all lot lines at least eight (8) feet; (c) attached to or mounted on a deck or patio and extending no higher than the eaves of that portion of the roof of the dwelling directly in front of such antenna; (d) attached to or mounted on the rear wall of the dwelling so as to extend no higher than the eaves of the dwelling at a point directly above the position where attached or mounted to the wall. Notwithstanding the foregoing, should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, then the Owner may install the device in the least conspicuous alternative location on the Unit where an acceptable quality signal can be obtained. The Management Committee may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device.

(k) Window Coverings. No-aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any residential structure on a Unit. Sun shades are not allowed on the exterior of any Building.

(l) Windows. All windows and window panes in the Project shall be harmonious, and comparable in size, design and quality so as not to detract from uniformity in appearance and quality of construction.

(m) Pets. Up to one (1) domestic pet per Unit is allowed, provided the resident abides by the House Rules. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Dangerous pets or pets which constitute a nuisance (e.g. pets not cleaned up after or running loose in the Common Areas, unreasonable barking, whining or scratching, etc.) will not be tolerated within the Community. Owners and Residents shall immediately clean up after their pets in the Common Area, and pets in the Common Area shall be kept in a cage or on a leash and under the control of a responsible person at all times.

(n) Insurance. Nothing shall be done or kept in, on or about any Unit or in the

Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Management Committee, but for such activity, would pay.

(o) Laws. Nothing shall be done or kept in, on or about any Unit or Common Areas, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(p) Damage or Waste. No damage to, or waste of, the Common Areas or Limited common Areas shall be committed by any Owner or Resident, their guests or invitees; and each Owner and Resident shall indemnify and hold the Management Committee and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by that Owner or Resident, their guests or invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee or any other Owner.

8. Condition and Maintenance of Units. Each home Unit above the first floor must have carpeting in all rooms except closets, bathrooms and the kitchen. The named rooms may, but need not be carpeted. Each Unit shall be maintained so as not to detract from the appearance of the Condominium and so as not to affect adversely the value or use of any other Unit.

9. Remodeling of Units. No Unit Owner may remodel a Unit in anyway that alters the appearance of the exterior of the Condominium. No changes may be made that involve exterior wafts, roofs or roof lines, windows, balconies or patios or any Limited Common Area adjacent to a Unit. The installation of double windows or doors for purposes of energy conservation or security by the Unit Owner may be accomplished by submitting plans and requesting approval of the Management Committee. Maintenance of the entrance door of each Unit is the responsibility of the Unit Owner, but must be kept in reasonable harmony, color and design, with all doors in the Condominium.

10. Modification Committee. The Management Committee shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The Management Committee may delegate its authority. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

11. No Waiver of Future Approvals. the approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

12. Variance. The Committee may authorize variances from compliance with any of the provisions of the design guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique

circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

13. Limitation of Liability. Neither the Committee or any agent thereof, nor Declarant or any of its employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Committee and its members shall be defended and indemnified by the Association as provided herein.

14. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Committee, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore the as required hereunder, the Committee or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted unit and collected as an individual assessment pursuant hereto.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the design guidelines may be excluded by the Committee from the Community, subject to the right of prior written notice and an opportunity to be heard by the Committee. In such event, neither the Association, its officers or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Committee shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Committee.

15. Leases. It is the intent of this provision to:

(a) Protect the equity of the individual property owners at the Oakwood Gardens Condominium Project (the "Project");

(b) Carry out the purpose for which the Project was formed by preserving the character of the Project as a homogeneous residential community of predominantly owner-occupied Units and prevent the Project from assuming the character of an apartment, renter-occupied complex; and

(c) Comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of a Unit or Units shall be prohibited, except in the case of undue hardship as provided below.

The Management Committee shall be empowered to allow up to twenty (20%) percent of the Units in the Project to be leased or occupied by nonowner residents. Any Owner who intends to lease his Unit shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be unreasonably withheld so long as at least eighty (80%) percent of the Units in the Project are owner occupied. No Unit may be leased without the prior written consent of the Management Committee.

The foregoing restriction is subject to the following exceptions:

(a) The Management Committee, in its sole discretion, shall be empowered to allow reasonable leasing of Units beyond the percentage limitation set forth above upon written application to avoid undue hardship on an Owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which: (1) an Owner must relocate his residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value; (2) the Owner dies and the Unit is being administered by his estate; (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit; (4) the Unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses. Those Owners who have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Management Committee may lease their Units for such duration as the Management Committee reasonably determines is necessary to prevent undue hardship. Any Owner who believes that he must lease his Unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Management Committee may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Management Committee's written approval of the Owner's application. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Management Committee within ten (10) days after it has been signed by both parties.

(b) Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the Units (the "Grandfathered Units") noted below. The Grandfathered Units may continue to be leased without restriction for so long as record title to said Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)"). The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%). Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to the restrictions set forth above.

	<u>Unit No.</u>	<u>Owner(s)</u>
1.	102	Bill Hummer
2.	103	Steve Nicolatus
3.	106	Harvey Cook
4.	111	John Short
5.	201	Judd Daniels
6.	202	Antonio Cutillo
7.	307	Stanford Darger
8.	309	Marian Nelson
9.	312	Barbara Larney

The Management Committee shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, in order to enforce the provisions of this subparagraph. Any transaction which does not comply with this Section shall be voidable at the option of the Management Committee.

Any agreement for the leasing, rental, or occupancy of a Unit (the "lease") must be in writing. A copy of the lease shall be delivered to the Management Committee upon request. By virtue of taking possession of a Unit, each resident agrees to be subject to and abide by these restrictive covenants, and any covenant violation shall be deemed to constitute a material default under the lease. No Owner shall be permitted to lease his Unit as a boarding house or for short term, transient, hotel, seasonal or vacation use, which for purposes of this section shall be deemed to be any lease, rental or occupancy agreement with an initial term of less than six (6) months. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit. If a resident creates a nuisance, then the Association, who is hereby appointed as his attorney in fact for purposes of enforcing the Declaration, may proceed with eviction proceedings without further authority or approval of the Unit Owner, who shall be liable to the Association for all costs, including reasonable attorney's fees. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

16. Status and General Authority of Committee. The Condominium shall be managed, operated and maintained by the Management Committee as agent for the Unit Owners. The Committee shall in connection with its exercise of any of the powers delineated in subparagraphs (a) through (i) below, constitute a legal entity capable of dealing in its committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:

(a) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across and through the Common Areas and Facilities.

(b) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote

or consent necessary to authorize such amendment.

(c) The power to sue and be sued.

(d) The authority to enter into contracts which in any way concern the Condominium, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.

(e) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.

(f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(g) The power and authority to add any interest in real property obtained pursuant to subparagraph (f) above to Oakwood Gardens Condominium, so long as such action has been authorized by the necessary vote or consent.

(h) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Condominium is maintained and used in a manner consistent with the interests of the Unit Owners.

(i) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

17. Manager. At all times the Committee shall carry out all of its functions which are capable of delegation through a Condominium Manager. The Committee must employ a Manager for such purposes, and any Manager retained must be an individual or entity experienced and qualified in the field of condominium management. The Manager so engaged by the Committee shall be responsible for managing the Project on behalf of the Unit Owners and shall, to the extent permitted by law, be authorized to perform by the Management Committee itself.

18. Composition of the Management Committee. The Management Committee shall consist of six members plus a President who is elected by the Committee. The six members are elected by the Unit Owners for a term of three years. Initially two Committee members are elected for one year; two

members for two years, and two members for three years.

Each year two vacancies will occur and are filled by an election held at the Annual Meeting of Unit Owners. Should the President who is selected by the Committee be already a member of the Committee, a vacancy will then occur. An appointment for this and all other interim vacancies is made by the Committee. The appointee will serve until the next Annual Meeting, at which time the Unit Owners must vote either to retain the appointee to fill the unexpired term of the replaced member, or vote for a replacement.

19. Elections. Only Unit Owners are eligible for Committee membership. Thirty days prior to the Annual Meeting, the Committee appoints two Unit Owners to act as a Nominating Committee. The Nominating Committee shall give notice to all Unit Owners that two positions on the Committee are open and take into consideration the names of those interested in becoming new Committee members, as well as the names of those members whose first terms have expired, but are willing to serve a second term. No Unit Owner may serve more than two consecutive three year terms. The Nominating Committee submits its report to the Unit Owners at the Annual Meeting, at which time, nominations from the floor also are accepted.

20. Compensation. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business, with the approval of the Committee.

21. Committee Officers and Agents. The Committee shall hold a meeting, immediately following adjournment of the Annual Owners Meeting, at which time Committee shall elect Committee officers for the year. The Committee shall perform its functions through those members who are elected as officers and through such agents or employees as the Committee may appoint. Any Committee officer, agent or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

(a) President. The President shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Condominium. The President shall preside over all meetings of the Committee and of the Unit Owners. The President shall execute all instruments in behalf of the Committee.

(b) Vice President. The Vice President shall have all the powers of the President in the event of the latter's absence or inability to act.

(c) Secretary-Treasurer. The Secretary-Treasurer shall keep minutes of meetings of the Committee and of meetings of the Unit Owners and shall keep all records which are required or made necessary by the Act, this Declaration, or the Committee. The Secretary-Treasurer shall have together with the President immediate supervision of the Agent appointed by the Committee to have custody and control of the funds available to the Committee. He/she shall see that the Agent furnishes a bond in the amount specified by the Committee. The Secretary-Treasurer shall be

responsible with the President for monitoring the monthly and annual financial statements and reports submitted by the Agent, and for preparing the annual budget for approval by the Committee.

22. Removal of Committee Members. Removal of an elected Committee member or members may be accomplished by a petition requesting a recall election signed by Owners representing 40% of the undivided Ownership of the Condominium.

23. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at regular intervals at such time and place as the Committee may decide. Notice shall be given in advance of all regular Committee meetings.

Special Committee meetings shall be held whenever called by the President or a majority of the Committee. Either oral or written notice of special meetings shall be given to each Committee member at least 24 hours before the time fixed for the meeting. Any meeting attended by all Committee members shall be valid for all purposes.

A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the Committee members.

24. Owners Meetings. The Annual Meeting of the Unit Owners shall be held within the first 60 days of the new calendar year. The place of meeting shall be specified in the notice of meeting. At least 10 days before the date of the regular annual Owners meeting a written notice shall be personally delivered or mailed postage prepaid to each Unit Owner at his last known address. Such notice shall state the time, place and agenda of the meeting.

Special meetings of the Owners may be called by the President, by a majority of the Committee members, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Condominium. At least four days before the date set for a special meeting written notice shall be personally delivered or mailed postage prepaid to each Unit Owner at his last known address.

No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all Owners meet in person or by proxy such meeting shall be valid for all purposes.

A quorum for the transaction of business at an Owners meeting, whether regular or special shall consist of a majority of all the undivided ownership interest in the Condominium represented either in person or by proxy. In the event a quorum is not represented at the Owners meeting the meeting may be adjourned and rescheduled for a time no earlier than 48 hours, and no later than 30 days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. A quorum for the transaction of business at the rescheduled meeting shall be 25% of all the undivided ownership interest in the Condominium.



25. Capital Improvements. Additions or capital improvements to the Condominium which cost no more than fifteen percent (15.0%) of the annual operating budget may be authorized by the Management Committee alone. Additions or capital improvements which cost more than this amount must, prior to being constructed, be authorized by at least a majority of the undivided ownership interest in the Condominium. Any addition or capital improvement which would materially alter the nature of the Condominium must, regardless of cost and prior to being constructed, be authorized by at least 75% of the Condominium's undivided interest.

26. Utilities, Operation and Maintenance. The Management Committee shall make available to each Unit all necessary utility services except telephone. Owners shall pay for all utility services separately metered and charged. The Committee shall provide for such maintenance, repair and replacement of the Common and Limited Common Areas and Facilities as may be reasonably necessary to keep them functional and in reasonably good condition. Each Unit Owner shall maintain his Limited Common Area in a clean, safe, sanitary and attractive condition. Each Owner is responsible to maintain and repair his Unit as required.

27. Budget. The Management Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the coming year. Such budget shall take into account any deficit or surplus realized during the current year. The total of such expenses shall be apportioned among all the Units on the basis of their appurtenant percentages of undivided ownership interest. On the first day of each month during the year covered by the budget each Unit Owner shall pay to the Committee, through the Condominium Manager, as his share of the Common Expenses one-twelfth of the amount apportioned to his/her Unit. If such monthly payments are too large or too small as a result of unanticipated income or expense, the Committee may effect an equitable change in the amount of said payments. The dates and manner of payment and any penalty fees for late payment shall be determined by the Committee. Unless otherwise determined by the Management Committee, a late fee of \$10.00 shall be charged on all payments received after the 10th day of the month in which they were due. The foregoing method of assessing the Common Expenses to the Unit Owners may be altered by the Committee so long as the method it adopts is consistent with good accounting practices and requires that the portion of Common Expenses borne by each Owner during a 12-month period be determined on the basis of his/her undivided ownership interest.

28. Equitable Changes. If the aggregate of all monthly payments on all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments, but, without the prior approval of a majority of the percentage of ownership interest in the Common Area, not greater than fifteen (15%) percent of the Common Area Assessment in any calendar year. Owners shall be given at least thirty (30) days written notice of any changes.

29. Reserve Account. The Committee shall establish and maintain a reserve account to pay for unexpected operating expenses and capital improvements. The reserve account shall be funded out of regular Assessments and the contributions from the Working Capital Fund.

30. Capital Improvement Table. The Committee shall establish and update at least annually a Capital Improvement Table which shall list each major capital improvement in the Project (e.g. roofs, roads, etc.), each item's expected useful life, the present cost of replacement, the estimated cost to replace the item at the end of its useful life, the percentage and amount of the Common Area Assessment currently set aside in the reserve account to replace the item at the end of its useful life, and the amount of money currently set aside in the reserve account for the replacement of the item.

31. Statement of Assessments Due. Upon written request, the Committee shall furnish to any Owner a statement of Assessments due, if any, on his Unit. Failure to provide the certificate within ten (10) days after a written request is received by the Secretary, shall be deemed conclusive evidence that all Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

32. Superiority of Assessments. All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be entitled.

33. Suspension of Right to Vote for Non-Payment. At the discretion of the Committee, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of his Assessments, and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

34. Special Assessments. In addition to the other Assessments authorized herein, the Association may levy special assessments in any year, subject to the following: (a) So long as the special assessment does not exceed the sum of Five Hundred and 00/100ths Dollars (\$500.00) (the "Special Assessment Limit") per Unit in any one fiscal year, the Committee may impose the special assessment without any additional approval; and (b) any special assessment which would exceed the Special Assessment Limit shall be effective only if approved by a majority of the members of the Association. The Committee in its discretion may allow any special assessment to be paid in installments. All Special Assessments must be allocated among Unit Owners in accordance with their percentage of undivided ownership interest in the Common Areas and Facilities.

35. Specific Assessments. The Management Committee may specifically assess an Owner in a particular area for the following expenses; provided, however, the specific assessment may not be for any maintenance, repair or replacement ordinarily required by the Act or this Declaration and the Unit Owner must have the choice to accept or reject the benefit. If the expense benefits less than all of the Units, then those Units benefitted may be specifically assessed, and the specific assessment shall be equitably apportioned among those Units according to the benefit received. If the expense benefits all Units, but does not provide an equal benefit to all Units, then all Units shall be specifically assessed, but the specific assessment shall be equitably apportioned among all Units according to the benefit received. Failure of the Committee to exercise its authority under this Section shall not be grounds for any action against the Association or the Committee and shall not constitute a waiver of the Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Committee has not previously exercised its authority under this

Section.

36. Individual Assessments. Individual Assessments may be levied by the Committee against a Unit and its Owner to pay, compensate or reimburse the Association for: (a) fines; (b) administrative costs and expenses incurred by the Committee in interpreting or enforcing the Project Documents; (c) costs associated with the repair of damage to or extraordinary maintenance of the Common Areas and/or Facilities for which the Unit Owner is primarily responsible; (d) any other charge, fee, due, expense, or cost designated as an Individual Assessment in the Project Documents or by the Management Committee; and (e) attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

37. Late Fees and Default Interest. Unless otherwise determined by the Management Committee, a late fee of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater, shall be assessed on all tardy payments; default interest at the rate of one and one-half percent (1.5%) per month shall accrue on all delinquent accounts. The Committee may, in its sole discretion, waive late fees and accruing interest but is not required to do so.

38. Lien. If any Unit Owner fails or refuses to make any payment of any Assessment of his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and a notice of lien may be recorded in the Office of the County Recorder of Salt Lake County, but such notice shall only be necessary in order to establish the priority of the lien.

39. Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

40. No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Unit.

41. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Committee to take some action or perform some function required to be taken or performed by the Association or committee under this Declaration or the By Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

42. Application of Payments. All payments shall be applied as follows: Additional Charges, Delinquent Assessments and Current Assessments.

43. Remedies for Nonpayment. Should any Unit Owner fail to pay when due his share of the Common Expenses, the Committee may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Expense assessments. Regardless of the terms of any agreement to which the Committee is not a party, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any person holding an ownership interest in the Unit concerned, against the interest which is held by him, against either or both the seller or purchaser under an executory contract of sale covering the Unit concerned, against the interests in the Unit which are held by any such seller or purchaser, and against any combination or all of such persons and interests. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and a reasonable attorney's fee. In the event of foreclosure, after the institution of the action, the Unit Owner shall pay a reasonable rental for his use of the Unit and the Committee shall, without regard to the value of the Unit, be entitled to the appointment of a receiver to collect any rentals due from the Owner or any other person.

44. Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Committee. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Committee may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same.

45. Appointment of Trustee. If the Committee elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided s/he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

46. Attorney in Fact. Each Owner by accepting a deed to a Unit hereby irrevocably appoints the Association as his attorney in fact to collect rent from any person renting his Unit, if the Unit is rented and Owner is delinquent in his Assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's Assessments are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.

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

- (a) A policy or policies of fire and casualty insurance, providing "all risk" coverage for

the full insurable replacement value of the entire Condominium. Such policy or policies shall be made payable to Oakwood Gardens Condominium Association.

(b) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the Condominium, to the public or to any guests or tenants of the Condominium or of the Unit Owners. Limits of liability under such insurance shall be not less than \$1,000,000.00 for any one occurrence, bodily injury or property damage. Also, an umbrella liability policy of not less than \$ 1,000,000.00. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

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

(b) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

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

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

(e) Each policy of insurance obtained by the Association shall, if possible, provide: That it cannot be canceled, suspended, or invalidated due to the conduct of any particular Unit Owner or Owners; That it cannot be canceled, suspended, or invalidated due to the conduct of any member, officer or employee of the Committee or of the Manager without a prior written demand that the defect be cured; That any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

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

(g) The deductible on a claim made against the Association's Property Insurance Policy shall be paid for by the party who would be liable for the loss, damage, claim or repair in the absence of insurance, and in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. Provided, however, if the loss is caused by an act of god or nature, or by an element beyond the control of the Association, then the Association

shall be responsible for and pay the deductible.

(h) The insurance coverage of an Owner shall, in the event the Association also has insurance covering the loss, be primary and the insurance of the Association shall be secondary.

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

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

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

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

(d) If 75% or more of the Condominium's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75%, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-3 1, Utah Code Annotated (I 953), shall apply and shall govern the rights of all parties having an interest in the Condominium or any of the Units.

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

49. Mortgagee Protection. The lien or claim against a Unit for unpaid Assessments levied by the Management Committee or by the Association pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date such Assessments become due, subject to the following:

(a) Effects of Voluntary and Involuntary Sale. The lien or claim against a Unit for such unpaid Assessments shall not be affected by any sale or transfer of such Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit the lien of any Assessments becoming due thereafter.

(b) Books and Records Available for Inspection. The Committee or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, By-Laws, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Committee and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

(c) Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

(d) Management Contracts. Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Management Committee shall provide, or be deemed to provide hereby, that:

(1) either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and

(2) No contract may be for an initial term greater than one (1) year.

(e) Eligible Mortgagee Designation. Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(1) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

(2) Delinquency. Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty days.

(3) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(4) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

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

51. Covenant to Run with Land; Compliance. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Condominium, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration by acquiring interest consents to, and agrees to be bound by, each and every provision of this Declaration.

52. Enforcement and Right to Recover Attorney's Assessments. Should the Association or Committee be required to take action to interpret or enforce the Declaration, By-Laws or any administrative rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all of their costs and expenses,, including without limitation a reasonable attorney's fee.

53. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Management Committee, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Management Committee.

54. Dispute Resolution. The Association may, but shall not be obligated to, exercise jurisdiction over and act as a mediator or an arbiter with respect to any dispute between or among Unit



Owners or Residents.

55. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Management Committee) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

56. Conflict and Severability. This Declaration is intended to comply with the requirements of the Act. In case any of the Declaration, or any portion thereof, is in conflict with the provisions of any of Act, the latter shall in all instances govern and control. If this Declaration or any section, sentence, clause phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this document shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

57. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

58. Captions. The captions and headings contained herein are for convenience only and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

59. Construction. Whenever the context so requires, the singular number shall include the plural and converse, the use of any gender shall be deemed to include all genders, and the term "shall" is mandatory and "may" permissive.

60. Effective Date. This document shall be effective the date of its recording in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED this 1st day of February, 1999.

OAKWOOD GARDENS CONDOMINIUM ASSOCIATION

By: David M. Taylor  
Title: President

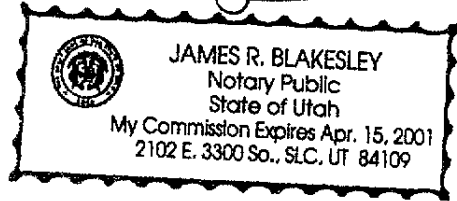
By: W. Stockdale  
Title: Secretary

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

On this 1st day of February, 1999, personally appeared before me DAVID M. TAYLOR and WASTOCKDALE, who being by me duly sworn, did say that they are the President and Secretary-Treasurer respectively of the OAKWOOD GARDENS CONDOMINIUM ASSOCIATION, and that the foregoing Declaration was signed on behalf of said association by authority of its by-laws, and that said DAVID M. TAYLOR and WASTOCKDALE duly acknowledged to me that association executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake City Utah

My commission expires: 4-15-01



BOOK 8266 PAGE 8474

EXHIBIT "A"

<u>Unit</u>	<u>Sq.Ft.</u>	<u>Patio</u>	<u>Park</u>	<u>Stor.</u>	<u>Flr.</u>	<u>R.</u>	<u>Bd.</u>	<u>Ba.</u>	<u>Percentage of Ownership</u>
A101	1400	65	1008	S-14	1	5	2	2	3.038
A102	700	50	1008	S-11	1	3	1	1	1.583
A103	700	50	1014	S-24	1	3	1	1	1.583
A104	1400	65	1010	S-17	1	5	2	2	3.038
B105	1400	65	1002	S-2	1	5	2	2	3.038
B106	700	50	1001	S-21	1	3	1	1	1.583
B107	700	50	1026	S-10	1	3	1	1	1.583
B108	1400	65	1005	S-1	1	5	2	2	3.038
C109	1400	65	1031	S-34	1	5	2	2	3.038
C111	1400	65	1020	S-10	1	5	2	2	3.038
C113	1400	65	1032	S-33	1	5	2	2	3.038
A201	1400	65	1015	S-25	2	5	2	2	3.038
A202	700	50	1019	S-13	2	3	1	1	1.583
A203	700	50	1018	S-12	2	3	1	1	1.583
A204	1400	65	1011	S-18	2	5	2	2	3.038
B205	1400	65	1035	S-7	2	5	2	2	3.038
B206	700	50	1036	S-23	2	3	1	1	1.583
B207	700	50	1037	S-22	2	3	1	1	1.583
B208	1400	65	1034	S-31	2	5	2	2	3.038
C209	1400	65	1029	S-36	2	5	2	2	3.038
C211	1400	65	1021	S-9	2	5	2	2	3.038
C213	1400	65	1030	S-35	2	5	2	2	3.038
A301	2200	65	1017	S-28	3	6	3	2	4.690
A302	1100	50	1013	S-27	3	4	2	2	2.410
A303	1100	50	1012	S-26	3	4	2	2	2.410
A304	2200	65	1009	S-15	3	6	3	2	4.690
B305	2200	65	1004	S-3	3	6	3	2	4.690
B306	1100	50	1005	S-8	3	4	2	2	2.410
B307	1100	50	1003	S-4	3	4	2	2	2.410

<u>Unit</u>	<u>Sq.Ft.</u>	<u>Patio</u>	<u>Park</u>	<u>Stor.</u>	<u>Flr.</u>	<u>R.</u>	<u>Bd.</u>	<u>Ba.</u>	<u>Percentage of Ownership</u>
B308	2200	65	1033	S-32	3	6	3	2	4.690
C309	1100	65	1022	S-5	3	4	2	2	2.410
C310	1100	50	1023	S-16	3	4	2	2	2.410
C311	1100	50	1024	S-6	3	4	2	2	2.410
C312	1100	50	1025	S-19	3	4	2	2	2.410
C313	2200	65	1028	S-37	3	6	3	2	4.690

The owner of Unit 313 also owns Unit 1027 below.

1007	200			S-29					0.110
1027	200			S-30					0.110
P-1	200								0.103
thru	(Per		(Parking Stalls to the East)						(Per
P-18	Unit)								Unit)

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Approximate area of all Car Stalls is 200 sq. ft. 100.000  
Approximate area of all Storage Areas is 15 sq.

EXHIBIT "B"  
BY-LAWS

The following are the By Laws of the OAKWOOD GARDENS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

PLAN OF UNIT OWNERSHIP AND INCORPORATION

1. Submission. These are the By-Laws referred to in the foregoing Amended and Restated Declaration of Condominium of Oakwood Gardens (the "Declaration"), which is located in Salt Lake County, State of Utah. These By Laws shall govern the administration of the Project and the Association.

2. Organizational Form. If the Association is incorporated under the laws of the State of Utah, then these By-Laws shall also function and operate as the by-laws of the corporation.

3. Office and Registered Agent. The initial Registered Agent shall be David M. Taylor and the office of the Registered Agent shall be 939 Donner Way, Salt Lake City, Utah 84108.

ARTICLE II

ASSOCIATION

1. Composition. The association of unit owners is a mandatory association consisting of all Owners.

2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Management Committee from time to time and stated in the notice of meeting.

3. Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail to each owner at his last known address, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Association not less than ten (10) and not more than thirty (30) days in advance of such meeting. The notice shall state the purpose, day, date, time and place of the meetings. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

4. Qualified Voters. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if, and only if, he shall be in full compliance with all of the

terms, covenants, and conditions of the Project Documents, and shall have fully paid his share of the Common Expenses and all Assessments and/or Additional Charges due.

5. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or in cases where the Owner is more than one person, by or on behalf of all such persons. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically (a) if the Owner attends the meeting in person, (b) it is revoked in writing and written notice of the revocation is given to the Secretary of the Association prior to the meeting, and (c) upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Association prior to the meeting. Only individual Owners or the legal representative of an institutional Owner may be proxies.

6. Transaction of Business. When a quorum is present at any meeting, the vote of the Owners representing a majority of the undivided ownership interest, present in person or by proxy, shall decide any question brought before the meeting. If the Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required, anything to the contrary notwithstanding.

7. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a. roll call;
- b. proof of notice of meeting;
- c. reading of minutes of preceding meeting;
- d. reports of officers;
- e. report of special committees, if any;
- f. election of inspectors of election, if applicable;
- g. election of Committee Members, if applicable;
- h. unfinished business; and
- i. new business.

8. Conduct of Meeting. The President shall, or in his absence the Vice-President, preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting as well as record of all transactions occurring thereat.

a) General Policy. A portion of each meeting of the Management Committee shall be open to all members of the Association, but Owners other than members of the Committee may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Committee.

b) Executive Session. The Management Committee may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote

upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.

c. Action Without A Formal Meeting. Any action 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 members of the Committee.

### ARTICLE III

#### MANAGEMENT COMMITTEE

1. Powers and Duties. The affairs and business of the Association shall be managed by the Management Committee. The Management Committee shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things necessary to operate and maintain the Project. The Committee shall have the power from time to time to adopt any Rules and Regulations deemed proper for the exercise of its management powers. The Committee may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for at least the following:

a) Preparation of an annual budget, in which there shall be established each Owner's share of the Common Expenses.

b) Establishing the Assessment of each Owner, the means and methods of collecting Assessments from the Owners, and the method of payment. Unless otherwise determined by the Committee, each Owner's common area fee may be payable in equal monthly installments, due and payable in advance on the first day of each month of each year. However, in the event an Owner fails to make an installment payment in a timely manner or the Association deems itself insecure, then the entire annual Assessment may be accelerated by the Committee and shall thereafter be automatically due and payable without further notice. The Committee may subsequently elect to de-accelerate the obligation in whole or in part.

c) Providing for the operation, care, upkeep, replacement, maintenance, and regulation of all the Common Areas and Facilities.

d) Designating, hiring, and dismissing the personnel necessary to operate and maintain the Project.

e) Collecting and depositing the Assessments.

f) Making, amending, and enforcing the Rules and Regulations.

g) Opening and closing of bank accounts for and in behalf of the Association, and designating the signatories required therefor.

h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of the By-Laws, after damage or destruction by fire or other casualty.

i) Enforcing by legal means the Project Documents.

j) Purchasing and maintaining insurance.

k) Paying the cost of all services rendered to the Project and not billed directly to Owners or individual Units.

l) Keeping books and records with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Project, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. Said documents, books, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon a resolution approved by a majority of the Members of the Association, shall be formally Audited by an outside auditor employed by the Committee who shall not be a resident of the Project or an Owner therein. The cost of such Audit shall be a Common Expense. Copies of books and records, financial statements, reports, compilations, and Audits shall be supplied to any first mortgagee of any Unit in the Project who requests the same in writing from the Secretary. A mortgage holder, at its expense, may have an Audited financial statement prepared at any time.

m) Providing, where necessary, all water, electricity, and other necessary utility services for the Common Areas and such services to the Units, including but not limited to heating, as are not separately metered or charged to the Owners.

n) Paying any amount necessary to discharge any mechanic's or materialmen's lien or other encumbrance levied against the Property, or any part thereof, which may in the opinion of the Committee constitute a lien against the Property or against the Common Areas, rather than merely against the particular Unit. When one or more Owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Committee by reason of said lien or liens shall be specially assessed to said Owners and shall, until paid by said Owners, constitute a lien on the interest of said Owners in the Property which lien may be perfected and foreclosed in the manner provided in the Declaration.



o) Giving notice of and conducting hearings on alleged violations of the Project Documents, sanction, cite, or fine Owners, occupants and residents.

p) Making emergency repairs.

q) At the sole expense and risk of the owner, impounding, immobilizing, towing or otherwise removing any motor vehicle parked, stored or standing in violation of the parking rules and regulations or in an unauthorized area.

r) Evicting non-Owner residents in material violation of the Project Documents.

s) Assigning or leasing overflow parking spaces to residents.

t) Establishing and collecting user fees.

u) Doing such other things and acts necessary to accomplish the foregoing and not inconsistent with the Declaration or By-Laws, or to do anything required by a proper resolution of the Management Committee or Association.

2. Composition of Management Committee. The Management Committee shall be composed of seven (7) members.

3. Election and Term of Office of the Committee. The term of office of membership on the Management Committee shall be two (2) years. At the expiration of the member's term, a successor shall be elected.

4. First Meeting. The first meeting of the members of the Management Committee shall be immediately following the annual meeting of the Association or at such other time and place designated by the Committee.

5. Regular Meetings. Regular meetings of the Management Committee shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Committee, but no less often than monthly.

6. Special Meetings. Special meetings of the Management Committee may be called by the President, Vice President or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. Mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting attended by all members of the Committee shall be valid for any and all purposes.

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

constitute a waiver of notice. If all the members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

8. Committee's Quorum. At all meetings of the Management Committee, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Committee members present at a meeting at which a quorum is present shall be deemed to be the acts of the Committee. If, at any meeting of the Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. Vacancies. Vacancies in the Management Committee caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Committee at a special meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the committee; and each person so elected shall be a member for the remainder of the term of the member so replaced and until a successor is elected at the next annual meeting of the Association. A vacancy created by the removal of a member by a vote of the Association shall be filled by the election and vote of the Association.

10. Removal of Committee Member. A member of the Management Committee may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Committee Member who misses twenty-five percent (25%) or more of the Committee Meetings or who misses three (3) consecutive meetings, in any calendar year, shall be automatically removed from the Committee.

11. Conduct of Meetings. The President shall preside over all meetings of the Committee and the Secretary shall keep a Minute Book of the Committee recording therein all resolutions adopted by the Committee and a record of all transactions and proceedings occurring at such meetings.

12. Report of Committee. The Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

#### ARTICLE IV

#### OFFICERS

1. Designation. The principal officers of the Association shall be a President, a Vice-

President, a Secretary and a Treasurer, all of whom shall be elected by the Committee. The Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Committee. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Association shall be elected annually by the Committee at the Corporation meeting of each Committee and shall hold office at the pleasure of the Committee. Any vacancy in an office shall be filled by the Committee at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Committee may be removed at any time by the affirmative vote of a majority of the Committee, and his successor may be elected at any regular meeting of the Committee, or at any special meeting of the Committee called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Committee shall be an ex officio member of all committees; he shall have general and active management of the business of the Committee and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

5. Vice-President. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Committee or the President shall prescribe. If neither the President nor the Vice President is able to act, the Committee shall appoint a member of the Committee to do so on an interim basis.

6. Secretary. The secretary shall attend all meetings of the Committee and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notices for all meetings of the Association and the Committee and shall perform such other duties as may be prescribed by the Committee. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Committee including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities that are not under the control of the Managing Agent, and with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial

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data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Committee. He shall disburse funds as ordered by the Committee, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Committee, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

#### ARTICLE V

#### FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Association.

#### ARTICLE VI

#### AMENDMENT TO BY-LAWS

1. Amendments. These By-Laws may be modified or amended either (a) by the affirmative vote of a majority of the members of the Association or (b) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

2. Recording. An amendment to these By-Laws shall become effective immediately upon recordation in the Office of the County Recorder of Salt Lake County, State of Utah.

#### ARTICLE VII

#### NOTICE

1. Manner of Notice. All notices, demands, bills, statements, or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid, a) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary; or b) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

### ARTICLE VIII

#### COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provision of the Declaration shall control.

2. Waiver. No restriction, condition, obligation, or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

3. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

4. Interpretation. Whenever in these By-Laws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine; and the term "shall" is mandatory while the term "may" is permissive.

5. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this document should be invalid or should operate to render this document invalid, this document shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

Dated the day and year first above written.

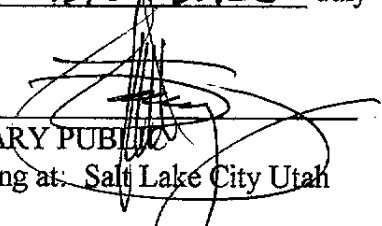
#### OAKWOOD GARDENS CONDOMINIUM ASSOCIATION

By: David M. Taylor  
Title: President

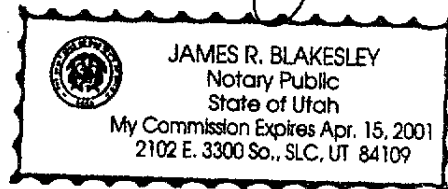
By: Al R. Stroh  
Title: Secretary

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

On this 1st day of February, 1999, personally appeared before me DAVID M. TAYLOR and W.A. STOCKDALE, who being by me duly sworn, did say that they are the President and Secretary-Treasurer respectively of the OAKWOOD GARDENS CONDOMINIUM ASSOCIATION, and that the foregoing Declaration was signed on behalf of said association by authority of its by-laws, and that said DAVID M. TAYLOR and W.A. STOCKDALE duly acknowledged to me that association executed the same.

  
NOTARY PUBLIC  
Residing at: Salt Lake City Utah

My commission expires: 4-15-01



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OAKWOOD GARDENS CONDOMINIUM ASSOCIATION

HOUSE RULES, 1999

If any of the following House Rules are inconsistent, in conflict or incongruous with the Declaration, the latter shall in all instances govern and control.

1. Occupants will not obstruct walkways, sidewalks or stairways and will not use them for any purpose other than for access to and from condominium units.
2. Occupants will make no disturbing noise, nor allow any other person on his/her premises to make disturbing noise, nor do, nor permit to be done by their guests or invitees or such other persons in their Unit anything that will interfere with the rights, comforts or convenience of other occupants. No occupant will vacuum, use the washer, dryer or other noisy appliances, or play or allow to be played loud music on the premises between the hours of 10:00 p.m. and the following 8 a.m. if the same disturbs, bothers or annoys any other occupant of the building.
3. Bicycles or other personal sports equipment will not be stored or kept on walkways, stairways or in the building court. Motor homes or trailers will not be parked in the rear parking lot for more than seven days.
4. Names of occupants will not be posted in any place in the buildings other than in the name directory and on mail boxes in the locked mail room.
5. No playing on the stairways, walkways or in the elevator is allowed.
6. All trash, including newspapers, will be placed in plastic bags with tops fastened before disposal in the trash chutes located on each floor. Cat litter and glass bottles will be placed in heavy reinforced plastic bags with tops fastened to prevent bursting on impact when dropped into the chutes from upper floors to the dumpster.
7. Trash Room doors will be kept closed except when in use.
8. Nothing will be thrown, emptied or swept out of any window or off the floor of any walkway or balcony.
9. Nothing will be hung on any balcony or walkway railing or out of any window or over a patio fence.
10. Grocery carts provided for the convenience of occupants will be returned by occupants immediately after use to the ground floor. Grocery carts will not be left unattended in the elevator.

11. No exterior shades, awnings or window guards will be installed unless prior written approval is obtained from the Management Committee.

12. No permanent sign, advertisement or illumination will be displayed in any window, balcony or any other part of the building. Discreet signs indicating that a unit is for rent or for sale may be permitted on a temporary basis upon written request to the Management Committee.

13. Occupants wishing to keep one small dog or cat in his or her unit may do so by requesting written consent of the Management Committee and by signing an agreement to comply with the following rules:

(a) Pets will be limited to dogs, cats and caged birds. No exotic pets will be allowed.

(b) Occupants who own a pet or allow a pet on the property will assume full responsibility for personal injuries or property damage caused by the pet, and each occupant must agree in writing before obtaining consent to have a pet in the building to indemnify the Association and Management Committee, and hold them harmless against any loss, claim or liability of any kind or character whatsoever arising from, caused by or related to the privilege of having a pet in the building.

(c) Occupants agree that if the Management Committee determines in its sole discretion that the pet creates a nuisance, or disturbs, bothers or annoys other occupants in the building, or interferes with their quiet and peaceful enjoyment of the premises, the pet will be permanently removed from the property if the problem persists ten (10) days after written notice is given.

(d) Pets will be kept off lawns and gardens by owners.

14. Occupants will not use any illumination other than electric lights in any unit. Occupants will not use or permit to be used or brought into a unit or storage locker for heating, cleaning or any other purpose, any flammable oils or fluids such as kerosene, gasoline, naphtha, benzine, or other explosive or hazardous material or article that would endanger life, limb or property.

15. Occupants will place on balconies only appropriate patio furniture and planters. Outdoor grills are permissible but they must be safe, sanitary and in compliance with the requirements of the preceding paragraph. No dog houses, bird cages or litter boxes for pets will be allowed in the Common Area. Bird feeding stations above the first floor are generally a nuisance to occupants on floors below, and will not be allowed without written permission from the Management Committee.

17. Parking stalls may not be used for storage or for any purpose other than vehicle parking.