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**AMENDED AND RESTATED  
CONDOMINIUM DECLARATION  
OF HARVEL PARK**

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**THIS AMENDED AND RESTATED DECLARATION OF HARVEL PARK** ("Amended Declaration") is made and executed by the **Harvel Park Homeowners Association, Inc.** ("Association"), for and in behalf of the unit owners of the condominium project commonly known as "**Harvel Park**," which condominium project was heretofore established pursuant to i) the "Condominium Declaration of Harvel Park" dated the 15th day of March 1978 and recorded in the official records of Salt Lake County, State of Utah on May 9, 1978, as Entry No. 3105139 in Book 4669, commencing at page 680 ("**Initial Declaration**") and ii) the Record of Survey Map, consisting of two (2) sheets and certified by Robert G. MacDonald, a duly registered land surveyor for the State of Utah having certificate No. 425, which Record of Survey Map was recorded in the official records of Salt Lake County, State of Utah, in connection with the Initial Declaration under Recorded No. 3105138 in Book 78-5 at Page 137 ("**Initial Record of Survey Map**"). The Initial Declaration and Initial Record of Survey Map were recorded by **Harvel LTD.**, a limited partnership, as "**Declarant**" pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Ann. §§ 57-8-1 through 57-8-35.

**WITNESSETH:**

WHEREAS, Declarant was previously the owner of the real property ("**Real Property**") situated in Salt Lake County, State of Utah, which is described on **Exhibit "A"** attached hereto, and,

WHEREAS, Declarant previously constructed certain buildings and other improvements upon the aforesaid Real Property in accordance with plans and drawings set forth in the Record of Survey Map; and,

WHEREAS, Declarant desired, by filing the Initial Declaration and the aforesaid Record of Survey Map, to submit the above-described Real Property and the Buildings and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project ("**Condominium Project**") to be known as "**HARVEL PARK**"; and

WHEREAS, Declarant sold the fee title to the individual units contained in said Condominium Project, together with the undivided interests in the Common Areas and Facilities appurtenant to each of said units, to various purchasers, subject to the covenants, restrictions and limitations set forth in the Initial Declaration; and

WHEREAS, the Initial Declaration provides that the Initial Declaration may be amended by a vote of seventy percent (70%), interest in the aggregate, in the undivided ownership of the Common Areas and Facilities; and

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WHEREAS, at least seventy percent (70%) interest, in the aggregate, in the undivided ownership of the Common Areas and Facilities wish to amend the Initial Declaration as provided in this Amended Declaration.

NOW THEREFORE, for such purposes, the Initial Declaration is hereby amended by deleting Section 1, commencing on page 2 of the Initial Declaration, through and including Section 3 ending on page 8 of the Initial Declaration, and replacing those Sections with the provisions set forth below. It is understood that nothing in this Amended Declaration shall be construed to interrupt the continuation of the Harvel Park Condominium Project as a Condominium Project subject to the Utah Condominium Ownership Act.

## ARTICLE I

### DEFINITIONS

#### Section 1.01: Definitions.

(a) The term “**Act**” shall mean and refer to the Utah Condominium Ownership Act, as the same may be amended from time to time. Those definitions contained in the Act to the extent they are not inconsistent with the following definitions, shall be and are hereby incorporated herein by this reference and shall have the same effect as if expressly set forth herein and made a part hereof.

(b) The term “**Amended Map**” shall mean and refer to the Amended Record of Survey Map being executed and recorded in the official records of Salt Lake County, State of Utah, in connection with the execution and recording of this Amended Declaration.

(c) The term “**Association**” shall mean and refer to the Harvel Park Homeowners Association, a Utah nonprofit corporation acting in accordance with this Amended Declaration, and its Bylaws as the same may be amended from time-to-time by the Association.

(d) The term “**Board**” or “**Board of Trustees**” shall mean the governing body of the Association, created and governed by the provisions and conditions of the Utah Nonprofit Corporation and Co-operative Association Act and its Bylaws from time-to-time in effect.

(e) The term “**Building**” shall mean any building constructed on the Real Property containing Units.

(f) The term “**Bylaws**” shall mean and refer to the Bylaws of the Association which shall also serve as bylaws for the Condominium Project in accordance with the Act, a copy of which is attached hereto as **Exhibit “B”**.

(g) The term “**Common Areas and Facilities**” or “**Common Areas**” shall mean and refer to:

1. The above-described Real Property;
2. Those Common Areas and Facilities designated as such in the Initial Record of Survey Map as the same may be amended by the Amended Map;
3. All foundations, columns, girders, joists, beams, supports, support walls, roofs, and stairs and stairways serving more than one Unit;
4. All entrance halls, corridors, and lobbies, serving more than one Unit contained in any Building, walks, parking areas, yards, gardens, fences, lawns, shrubs, and other exterior landscaping, and in general all apparatus and installations included within the Condominium Project existing for common use thereon, therein, or in connection therewith, which are or may be necessary or convenient to the existence, maintenance, safety and management of the Condominium Project;
5. Those portions of the utility lines and facilities contained within the Condominium Project which are now owned by a public utility or which are not contained within the boundaries of a Unit;
6. Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;
7. All elevators, tanks, pumps, motors, fans, compressors, ducts, mechanical areas, garbage areas, and, in general, all apparatuses and equipment existing for common use; and
8. All other parts of the Condominium Project necessary or convenient to its existence, maintenance safety and management which are normally in common use.

(h) The term “**Common Assessment**” shall mean that portion of the Common Expenses which are charged to each Unit Owner.

(i) The term “**Common Expenses**” shall mean and refer to all sums lawfully assessed by the Management Committee against the Unit Owners in accordance with the provisions of the Act, this Amended Declaration, and the Bylaws, and such rules and regulations pertaining to the Condominium Project as the Management Committee may, from time to time, make and adopt.

(j) The term “**Common Profits**” shall mean and refer to the balance of income, rents, profits and revenues received by the Management Committee from or in connection with

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management and operation of the Condominium Project which may remain after the deduction of Common Expenses.

(k) The term "**Condominium Project**" shall mean and refer to the Real Property described on **Exhibit "A"** attached hereto, together with all Buildings and other improvements located thereon and appurtenances belonging thereto.

(l) The term "**Convertible Land**" shall mean and refer to that Convertible Land defined in Article XXIX below that may later be converted into one or more Units or Limited Common Areas.

(m) The term "**Convertible Land Effective Date**" shall mean and refer to the date described in Section 29.02 of Article XXIX below when consents as described therein have been obtained and been recorded so as to convert that portion of the Common Areas and Facilities described in Section 29.01 of Article XXIX below into Convertible Land.

(n) The term "**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.

(m) The term "**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.

(o) The term "**Initial Declaration**" shall mean and refer to the "**Condominium Declaration of Harvel Park**" dated the 15th day of March 1978 and recorded in the official records of Salt Lake County, State of Utah, on May 9, 1978, as Entry No. 3105139 in Book 4669, commencing at page 680.

(p) The term "**Initial Record of Survey Map**" shall mean and refer to that certain Record of Survey Map, consisting of two (2) sheets and certified by Robert G. MacDonald, a duly registered land surveyor for the State of Utah, having certificate No. 425, recorded in the official records of Salt Lake County, State of Utah, in connection with the Initial Declaration under Recorded No. 3105138 in Book 78-5 at Page 137, which map is attached hereto as **Exhibit "C"** and by reference made a part hereof.

(q) The term "**Lien Holder**" shall mean and refer to any person who holds a Mortgage or other lien involving any interest in the Common Areas and Facilities as of the date of recordation of this Amended Declaration as described in Section 29.02 of Article XXIX below.

(r) The term "**Limited Common Areas**" shall mean those Common Areas, as designated in the Amended Map, reserved for the exclusive use of a certain Unit or Units to the exclusion of the other Units, including that portion of the Real Property located directly beneath each Unit, which

shall constitute Limited Common Areas serving such Unit. Any doorsteps, porches, balconies or patios, permitted shutters, awnings or window boxes, and any other apparatus intended to serve a single Unit, but located outside the boundaries of such Unit, shall nonetheless constitute Limited Common Areas appertaining to that Unit exclusively, notwithstanding anything in this Amended Declaration or the Act to the contrary. The number a particular parking stall bears on the Map relates to the Unit Number to which the parking stall is assigned. For example, if a parking stall bears "7851" on the Amended Map, it is Limited Common Area of Unit Number 7851.

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

(t) The term "**Manager**" shall mean the person(s) or entity(s) selected by the Board to manage the affairs of the Condominium Project as directed by the Board, although the Board shall not be required to appoint such a Manager.

(u) The term "**Member**" shall mean a Unit Owner acting as a member of the Association.

(v) The term "**Mortgage**" shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

(w) The term "**Mortgagee**" shall mean any person or entity named as the mortgagee, beneficiary or obligee under any Mortgage, and any successor-in-interest to any such person or entity.

(x) The term "**Reduced Common Areas**" shall mean and refer to those Common Areas and Facilities as reduced by the conversion of Convertible Land to one or more Units as permitted by Article XXIX below.

(y) The term "**Second Amended Map**" shall mean and refer to the document of that name to be recorded as provided by Article XXIX below to convert Convertible Land to one or more Units or to Limited Common Areas as permitted thereunder.

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

are utilized for or serve more than one Unit, even though not expressly so designated on the Amended Map.

(aa) The term “**Unit Owner**” shall mean and refer to the legal owner of a Unit as herein defined, together with the undivided ownership interest in the Common Areas and Facilities appurtenant to such Unit as herein established. It is understood that the initial Unit Owner of all Units was HARVEL, LTD., a Limited Partnership.

(bb) The term “**Unit Number**” shall mean the letter, number or combination thereof designating the Unit in this Amended Declaration and in the Amended Map.

(cc) The term “**Utility Services**” shall include, but is not limited to, water, electric power, trash collection and sewage disposal.

## ARTICLE II

### SUBMISSION

#### **Section 2.01: Submission: Covenants Running With the Land.**

(a) Declarant heretofore submitted the Real Property and the Buildings and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project to be known as “**HARVEL PARK**”, and the Condominium Project shall continue to be governed by and construed in accordance with the Act.

## ARTICLE III

### DESCRIPTION OF THE PROJECT

**Section 3.01: Location.** The Project is located on the Real Property and is commonly referred to as 7857 Harvel Drive, Sandy, Utah 84070

**Section 3.02: Division Into Units.** The Condominium Project is divided into Units described in the Amended Map, together with their interests in the Common Areas and Facilities, which Units constitute separate freehold estates as provided by the Act.

**Section 3.03: Common Areas.** The Common Areas and Facilities, as above-described are hereby set aside for the use and benefit of the respective Unit Owners in accordance with and for all purposes provided by the Act.

**Section 3.04: No Separate Conveyance of Undivided Interests in Common Areas.** The undivided interest in the Common Areas appurtenant to a Unit shall not be separated from that Unit and shall be deemed to be conveyed and shall be encumbered and/or released from liens with conveyance, encumbrance, and/or release of the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

**Section 3.05: Nature of Construction of Units.** Buildings in existence as of the date of this Amended Declaration have concrete foundations and main floors and wood upper floors. Interior walls of Buildings in existence as of the date of this Amended Declaration are comprised of wood studs, masonry, and drywall plaster. Exterior walls of buildings in existence as of the date of this Amended Declaration are constructed of wood and siding.

#### ARTICLE IV

#### COVENANTS RUNNING WITH THE LAND

**Section 4.01:** This Amended Declaration and Amended Map, and the covenants, restrictions, designations, limitations, conditions and uses contained herein shall be covenants running with the land of the Real Property and shall be binding upon all present and future Unit Owners and Mortgagees of Units, including their grantees, assigns, successors, heirs, executors, administrators and devisees.

#### ARTICLE V

#### RECIPROCAL EASEMENTS

**Section 5.01: Recorded Easements.** The Project shall be subject to all easements as shown on any recorded plat or survey map affecting the Real Property and to any other easements of record or use as of the date of recordation of this Amended Declaration.

**Section 5.02: Repair of Common Areas.** To the extent permitted by law, each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair, or replacement of any Common Areas located within the boundaries of such Unit.

**Section 5.03: Easement for Encroachments of Common Areas upon Units.** In the event any portion of the Common Areas and Facilities encroach upon any of the Units, a valid easement exists for such encroachment and for the maintenance, replacement, and/or repair of the same so long as such encroachment exists. In the event the Condominium Project is partially or totally destroyed and then rebuilt, minor encroachments shall be permitted as reasonable upon the Units, and easements for such encroachments and for maintenance of the same shall exist for such period of time as may reasonably be required for the reconstruction or repair of the same. A valid easement shall exist to

give access to improvements and utility lines contained within or running through each Unit for the purpose of examination, maintenance, repair, or replacement of any such utility line. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Building to be constructed on the Real Property, by error in the Initial Record of Survey Map or the Amended Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Condominium Project or any part thereof.

**Section 5.04: Easement for Encroachments of Units upon Common Areas.** To the extent permitted by law, in the event any portion of a Unit encroaches on the Common Areas and Facilities, valid easements exist for such encroachment and for the maintenance, replacement and repair of the same so long as such encroachment exists. In the event the Condominium Project is partially or totally destroyed and then rebuilt, minor encroachments of Units on Common Areas and Facilities shall be permitted for such period of time as may reasonably be required for the reconstruction or repair of the same. To the extent permitted by law, a valid easement shall exist to give access to improvements and utility lines contained within the Common Areas or running through them to each Unit for the purpose of examination, maintenance and repair, or replacement of any such utility line. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Building to be constructed on the Real Property, by error in the Initial Record of Survey Map or Amended Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Condominium Project or any part thereof.

**Section 5.05: Unit Owner's Easement of Enjoyment and Right to Ingress and Egress and Support.** Each Unit Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to any Limited Common Areas designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

**Section 5.06: Association's Right to Use of Common Areas.** The Association shall have a non-exclusive easement to make such use of the Common Areas as may be necessary or appropriate for the Management Committee to perform the duties and functions which it is obligated or permitted to perform pursuant to this Amended Declaration, including the right to construct and maintain in the Common Areas maintenance and storage facilities for use by the Association.

**Section 5.07: Exterior of the Building.** The architectural appearance of the exterior of the Buildings has been designed to coordinate and be in harmony with one another. Except as may be necessary to conform to safety and health regulations, the exterior of the Buildings shall not be materially altered or modified in any respect without the written authorization of the Management Committee. This restriction shall constitute an easement/covenant running with the land and shall be binding upon the Real Property and the Unit Owners thereof.



## ARTICLE VI

### STATEMENT OF PURPOSE AND RESTRICTION ON USE

**Section 6.01: Purpose.** The purpose of the Project shall be to provide residential housing space for Unit Owners, their families, guests and lessees and to provide parking for use in connection therewith in accordance with the Act and the restrictions of the Declaration.

**Section 6.02: Restrictions on Use.** In addition to all of the covenants contained herein, the use of the Units and Common Areas and Facilities are subject to the following:

(a) Each of the Units shall be occupied only as a residence and for no other purpose. No business shall be operated in or from any Unit other than the rental of the Unit itself as restricted in this Amended Declaration. No Unit shall be used for conducting the business of the rental of other Units. Areas of the Project designated for parking shall be used for the parking or storage of operable motor vehicles, only, and for no other purpose. No Unit Owner shall use or cause to be used, at any time, the parking stall assigned to a Unit he does not own unless the Unit Owner of that Unit gives his express permission.

(b) Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance on the Buildings or contents thereof beyond that customarily applicable for residential use or that will result in the cancellation of insurance on said Buildings, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which is in violation of any law or regulation of any governmental authority.

(c) No awning, canopy, deck, antenna, shutter, storm door, screen door or other item or object shall be hung, be displayed, be visible or otherwise be placed on the exterior walls or roof of any Building in the Project or any part thereof, or on the outside of windows or doors, without the prior written consent of the Management Committee. No sign of any kind shall be displayed on Unit doors or elsewhere to the public view on or from any Unit or the Common Areas except such signs as are approved by the Management Committee.

(d) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Unit Owners.

(e) Nothing shall be done in any Unit or in, on, or to the Common Areas which will impair the structural integrity of any Building or structurally change the same or any part thereof except as is otherwise provided herein.

(f) The Common Areas shall be kept free and clear of all rubbish, debris and other unsightly materials.

(g) Only animals expressly authorized by the rules and regulations established by the Board shall be permitted to be kept by Unit Owners in their Units. Permanent dogs may be prohibited; provided, however, visiting dogs may be allowed on a temporary basis if: (1) the dog and visit is approved by the Board, (b) a registration fee of \$25.00 has been paid, (d) a refundable deposit of \$100.00 has been paid, and (d) a pet agreement has been signed. Any pet or dog restriction excludes "assistance" or "service" animals kept for the purpose of assisting people who are disabled, handicapped, or challenged as those terms are defined by local, state, or federal law.

(h) Each Unit Owner shall have a drape, blind, or other window covering for the windows of his Unit.

(i) No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas.

(j) Each Unit Owner shall be liable to the Association for all damages to the Common Areas caused by such Unit Owner or any occupant of his Unit or invitee, except for that portion of said damage, if any, that is covered by insurance maintained by the Association. The failure of the Association to continue any insurance in effect shall not be a defense to any such liability.

(k) Without the approval of the Management Committee, no Unit Owner shall rent his Unit for a period of less than one (1) year. All rental agreements shall be in writing and shall specifically require the tenant to abide by this Amended Declaration and the rules of the Management Committee. Any violation of this Amended Declaration or such rules by a tenant shall also constitute a violation by the Unit Owner, and the Management Committee shall have the right to enforce this Amended Declaration against the Unit Owner and such tenant.

(l) At the time any Unit is either listed with a real estate broker or advertised for sale, the Owner of the Unit shall notify the Management Committee, in writing, of such listing and/or advertisement, and, at that time, the Owner shall provide the Management Committee with a copy of the listing or advertisement. With respect to any Unit being sold other than through a listing or advertisement, such that notice is not given as provided in the immediately preceding sentence, the Owner of the Unit being sold shall notify the Management Committee of the essential terms of sale of the Unit at least ten (10) days before the closing of the sale.

## ARTICLE VII

### OWNERSHIP AND USE

**Section 7.01: Ownership of a Unit.** The Unit Owners shall be entitled to the exclusive, fee simple ownership and possession of their Unit, to the exclusive possession of any Limited Common Areas appurtenant to their Unit, and to the fee simple ownership of an undivided interest in the Common Areas in the percentage set forth in **Schedule A** attached hereto. Units may and shall be owned as

any other property rights by persons in the form of tenancy in common or joint tenancy. Nothing in this Amended Declaration shall be construed to prohibit a Unit Owner from transferring his ownership interest in trust, to a family limited partnership, or in another form of legal entity for the benefit of the Unit Owner or his family.

**Section 7.02: Subdivision or Combination of Units.** No Unit Owner may sub-divide or partition his Unit or his undivided share of the Common Areas. No part of a Unit may be separated from any other part thereof during the period of condominium ownership prescribed herein, and each Unit and the undivided interest in the Common Areas appurtenant to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit or any part thereof shall be construed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Amended Declaration.

**Section 7.03: Ownership of Common Areas.** The Common Areas, as between the Unit Owner(s) of one Unit and the Unit Owner(s) of other Units shall be owned by the Unit Owners as tenants in common; provided, however, that if a Unit is owned by two or more Unit Owners, the interests in the Common Areas attributable to such Unit shall be held as between such Unit Owners in the same manner as they hold the ownership of the Unit. The Common Areas shall remain undivided. No Unit Owner or combination thereof or any other person shall bring any action for partition or division of any part thereof.

**Section 7.04: Use of Common Areas.** There shall be no obstruction of the Common Areas, nor shall anything be kept or stored on any part of the Common Areas in violation of the rules adopted by the Management Committee. Nothing shall be altered on, constructed in, or removed from, the Common Areas except upon the prior written consent of the Management Committee.

## ARTICLE VIII

### MEMBERSHIP-VOTING-MULTIPLE OWNERSHIP

**Section 8.01: Membership.** Every Unit Owner shall be a member of the Association. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by all such persons in the same percentage as their percentage interest in the Unit. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit and the Association shall record the transfer on its books upon being presented with evidence of the transfer of the Unit. No person or entity other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of a Unit; provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit. Further, a contract purchaser of a Unit, while not constituting a Member of the Association, shall have the right to use the Common Areas and the right to vote the Membership interest of the Unit Owner whose Unit

interest he or she is purchasing if such purchaser has a written proxy from such Unit Owner. In the event the Unit Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of such Unit upon transfer of fee title thereto, the Board of Trustees shall have the right, but not the obligation, to record the transfer upon the books of the Association. The Board of Trustees shall have the right to charge a reasonable Special Assessment against any Unit Owner, and his Unit, equal to the cost of the Association of effectuating any such transfer of his membership upon the books of the Association.

**Section 8.02: Voting Rights.** The Management Committee shall maintain a list of Unit Owners which shall be updated on a regular basis. Disputes over the membership list shall be resolved by reference to the official records of the Salt Lake County Recorder's office. At a meeting of the Association, the Unit Owners of each Unit shall, collectively, be entitled to vote, in person or by proxy, the same number of votes attributable to such Unit as set forth on **Schedule A** attached to this Amended Declaration.

**Section 8.03: Manner of Voting.** The vote of each Unit shall be cast by the Unit Owner(s) of such Unit in person or by proxy. In the event there is more than one Unit Owner of a particular Unit, the vote relating to such Unit shall be exercised by a majority of such Unit Owners as may be determined among themselves. A vote cast at any meeting by any of such Unit Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Unit Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever until the matter is resolved to the reasonable satisfaction of the Association. In such case, the Association may, but shall not be required to, apportion such Unit's vote among the Unit Owners thereof.

**Section 8.04: Transfer.** The Association shall maintain records showing the name and address of each Unit Owner, and the Unit which is owned by him. In the event of any transfer of an interest in a Unit, either the transferor or the transferee shall furnish the evidence establishing that the transfer has occurred. A Unit Owner who fails to furnish such information shall continue to be liable for assessments of Common Expenses even after transferring ownership of his Unit, until the Association is advised of the transfer. At its option, the Association may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of a Unit Owner shall be deemed to be the address of the Unit owned by such Unit Owner unless the Association is otherwise advised.

## ARTICLE IX

### MANAGEMENT

**Section 9.01: Incorporation.** The Association shall be incorporated as a Utah nonprofit corporation. Management of any such corporation shall substantially conform to this Article IX.

**Section 9.02: Board of Trustees.** The business, property and affairs of the Association shall be managed, operated and maintained by the Board of Trustees acting as the Management Committee and by any Manager they may designate. The Management Committee, acting for and on behalf of the Association, shall have, and are hereby granted, the following authority and powers:

- (a) Without the vote or consent of the Unit Owners or any other persons, the Management Committee may grant or create, to the extent permitted by law and on such conditions as it deems advisable, utility and similar easements, over, under, across and through the Common Areas;
- (b) The Management Committee may execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment;
- (c) The Management Committee shall have the authority to enforce this Amended Declaration on behalf of the Association and its Members;
- (d) The Management Committee shall have authority to enter into contracts which in any way concern the Project on behalf of the Association, so long as any vote or consent of the Unit Owners as necessitated by the subject matter of the agreement has been obtained;
- (e) The Management Committee shall have authority to purchase, otherwise acquire, and accept title to, in the name of the Association, any interest in real property, and to convey or transfer any interest in real property, so long as such action has been authorized by any vote or consent of the Unit Owners which is necessary under the circumstances;
- (f) The Management Committee may add any interest in real property obtained pursuant to paragraph (e) immediately above to the Project, so long as such action has been authorized by any necessary vote or consent of the Unit Owners;
- (g) The Management Committee may adopt Bylaws of the Association;
- (h) The Management Committee may adopt, from time to time, such reasonable rules, regulations, and procedures as may be necessary or desirable to aid in carrying out the Association's functions and/or to govern the reasonable use, maintenance, and operation of the Project;
- (i) The Management Committee shall have authority to maintain, repair, replace, restore, operate, and manage the Common Areas and all property that may be acquired by the Association, to appoint a Manager in regard to such activities, and to establish an adequate reserve fund for repair, replacement and restoration thereof;

(j) The Management Committee shall have authority to secure fidelity bond coverage and such other policy or policies of insurance as the Management Committee deems necessary or desirable in protecting the interests of the Association and the Unit Owners; and

(k) The Management Committee shall have authority to borrow money, obtain financing for the design and construction of units on the Convertible Land, enter into construction contracts, own, market, sell, convey, transfer, exchange, lease or otherwise manage said units, conditional upon the Committee obtaining the express prior written consent of at least seventy-five (75%) percent of the undivided ownership interest in the Common Areas and Facilities.

(l) The Management Committee may perform any other acts and to enter into any other transactions which may be reasonably necessary for the Board of Trustees to perform its function and to do all other acts as the Bylaws, the Utah Nonprofit Corporation of Co-operative Association Act, and Act shall permit.

**Section 9.03: Composition of Board of Trustees.** The number of trustees on the Board shall be at least three (3) and no more than nine (9). Only Unit Owners, the beneficial Unit Owners held in the names of fiduciaries, the spouses of such persons, and officers or agents of any Unit Owner who are not natural persons shall be eligible to be a trustee. At the annual meeting, the votes exercised by the Unit Owner(s) shall be the number of votes determined by multiplying the Unit's number of votes shown on **Schedule A** times the number of seats to be filled. Said votes may be voted in favor of as many candidates as there are trustee seats to be filled, or may be cumulated and voted in any proportion for a lesser number of candidates.

**Section 9.04: Operation of Board of Trustees.** Trustees shall serve until their successors have been duly elected and qualified. Any trustee who fails on three successive occasions to attend Board of Trustees meetings (whether regular or special) shall automatically forfeit his seat. In the event a seat becomes vacant, whether by reason of forfeiture or due to another cause, such vacancy shall be filled in the manner prescribed by the Association's Bylaws. Meetings of the Board of Trustees may be held in person or telephonically, within or without the State of Utah. Regular meetings shall be fixed by the Board. Special meetings shall be convened at the request of the President of the Association, the Manager or upon the request of any two trustees.

**Section 9.05: Approval Required.** The Management Committee shall not, without the prior favorable vote or the written consent of all of the Unit Owners, have the authority to purchase or sell any real property constituting the Common Areas or to add any property to, or to remove any property from, the Common Areas.

**Section 9.06: Additional Facilities.** The Management Committee shall have the authority, with the approval or consent of a majority of Unit Owners, to provide such facilities, in addition to those for which the provision has already been made, as it may deem to be in the best interest of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

**Section 9.07: Manager.** The Management Committee may appoint a Manager of the Project as contemplated by the Act. The Management Committee may carry out through a Project Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be responsible for managing the Project for the benefit of the Unit Owners and shall, to the extent permitted by law and the provisions of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee. Any agreement for professional management of the Project which may be entered into by the Association shall call for a term not exceeding three (3) years and shall provide that such management agreement may be terminated by the Management Committee, for cause, upon not in excess of thirty (30) days written notice; provided, however, that such agreement may be renewed by the Management Committee as many times as it desires.

## ARTICLE XI

### ASSESSMENTS

**Section 11.01: Assessments.** Each Unit Owner within the Project hereby covenants, and each Unit Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual Common Assessments, charges and fines for covenant violations; and
- (b) Special assessments for capital improvements and as hereafter set forth. Such assessments shall be established and collected as hereafter provided.

**Section 11.02: Purpose of Assessments.** The assessments levied by the Association of Unit Owners shall be used to acquire, construct, manage, maintain and care for the Common Areas and to perform the responsibilities of the Association as set forth in this Amended Declaration.

**Section 11.03: Determining Annual Assessments.** By September 30th of each calendar year, the Management Committee shall determine the common expenditure budget to pay Common Expenses for the Project for the next succeeding calendar year. The common expenditure budget shall include all Common Expenses of the Association, Management Committee, and Project, including reasonable adequate reserve funds for contingencies and for maintenance, repairs and replacements of the Common Areas and other property administered by the Management Committee. Such budget may include, among other things, expenses of management; taxes upon Common Areas; premiums for insurance; common lighting and heating; water charges; trash collection; sewer service charges; landscaping charges; common television and satellite charges; repairs and maintenance; wages for Association employees and any Manager; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Unit Owners under or by reason of this Amended Declaration. The Management Committee shall

also have discretion to establish reserves for anticipated future capital repairs and improvements. The amount so determined (less any surplus expected to be on hand from the prior year's expenditure budget, plus amounts required to fund any reserves that had been established) shall be the Project's total annual Common Assessments to be apportioned among the Units. A copy of the common expenditure budget shall be distributed to each Unit Owner not later than October 31st of the calendar year in which such budget is prepared, and the Unit Owner shall have a period of thirty (30) days thereafter in which to make comments upon such budget to the Management Committee. However, the Management Committee shall not be bound by any comments so made. Written notice of the annual Common Assessments for the up-coming calendar year based upon such budget, shall be sent to each Unit Owner subject thereto by December 15th of the calendar year immediately prior to the year in which such annual Common Assessments goes into effect. For each succeeding year of operation of the Project, the maximum common expenditure component of the annual Common Assessments shall not be increased by more than 20% above that component for the previous year, and the total annual Common Assessments shall not be increased more than 30% of the total annual Common Assessments for the previous year without the affirmative vote of the Unit Owners. The provisions of this Section shall be subordinate to the provisions of Section 11.05 below regarding the initial annual assessment.

**Section 11.04: Apportionment of Annual Assessments.** Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned ratably among all Unit Owners in proportion to their respective undivided interests in the Common Areas as set forth in **Schedule A** hereto.

**Section 11.05: Special Assessments.** In addition to the annual Common Assessments authorized above, the Management Committee may levy, in any assessment year, a special assessment payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Amended Declaration. This Section shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Any amounts assessed pursuant hereto shall be assessed ratably among all Unit Owners in proportion to their respective undivided interests in the Common Areas as set forth in Exhibit "C" hereto. Notice in writing of the amount of such special assessments, and the time for payment thereof, shall be given promptly to the Unit Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. Special assessments must be approved by the affirmative vote of fifty-one percent (51%) of the voting rights of Members of the Association.

**Section 11.06: Payment of Assessments.** All assessments (regular and special) for any given year shall be due and payable, at the discretion of the Management Committee, i) in an annual installment, payable by March 1st each year, ii) in substantially equal monthly installments payable on the 1st day of each month during the year, commencing January 1st of each year, or iii) in equal quarterly installments commencing January 1st of each year or otherwise as the Association may determine on notice to each Unit Owner. Each Unit Owner shall be obligated to pay a late charge

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in an amount to be determined by the Management Committee for each annual or special assessment not paid when due. In addition each annual or special assessment not paid when due shall bear interest, from the date it is due until fully paid, at such rate as shall be fixed by the Management Committee pursuant to its rules and regulations, which rate shall not be more than the maximum rate permitted by law. If such rate of interest is not established by the Management Committee pursuant to its rules and regulations, the rate of interest shall be the rate of interest established by law on post-judgment amounts.

**Section 11.07: Lien for Assessments.** All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: i) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and ii) encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which would be a lien prior to subsequently recorded encumbrances. To the extent permitted by law, all lien holders, other than first Mortgagees with respect to their first Mortgages, who acquire liens on any Unit after this Amended Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Unit Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Management Committee and may be recorded in the real estate records of Salt Lake County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Management Committee in the same manner in which mortgages on real property may be foreclosed. Additionally and alternatively, such delinquent lien may be enforced by sale by the Management Committee; provided, however, that no proceeding or action shall be instituted to foreclose the lien, either judicially or under the power of sale granted herein, unless a notice stating an intention to proceed to foreclose the lien has been delivered to all known Unit Owners of the Unit affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. Such sale shall be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the subject Unit Owner shall be required to pay the costs and expenses of such proceeding and reasonable attorneys' fees.

The Management Committee shall have the power to bid at foreclosure or other sale, and to hold, lease, mortgage and convey the same.

In any such foreclosure, the Unit Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien, and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Unit Owners shall

also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Management Committee, on behalf of the Association, shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same in the name of the Association as the Unit Owner thereof. A release of notice of lien shall be executed by the Association and appropriately recorded upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subjected to all rights of the Association with respect to such lien, including priority.

The Management Committee shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall become due; provided, however, that no such encumbrancer may object to the absence of such report unless they first shall have furnished to the Management Committee written notice of such encumbrance.

**Section 11.08: Personal Obligation of Unit Owner.** The amount of any annual Common Assessment or special assessment against any Unit shall be the personal obligation of the Unit Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Unit Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

**Section 11.09: Effect of Conveyance.** In any conveyance, except to a Mortgagee as hereinafter set forth, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Common Assessments or special assessments against the Unit for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Management Committee setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth.

**Section 11.10: Certificate of Indebtedness.** The Management Committee shall, upon written request of any Unit Owner or any encumbrancer or prospective encumbrancer of a Unit, upon payment of a reasonable fee not to exceed Ten Dollars (\$10.00), issue to the person or persons requesting, a written statement setting forth the unpaid assessments with respect to the Unit covered by the request, which statement shall be conclusive upon the remaining Unit Owners and upon the Manager and Management Committee in favor of all persons who rely thereon in good faith. Any encumbrancer holding a lien on a Unit may pay any unpaid assessments payable with respect to such Unit and upon such payment that encumbrancer shall have a lien on that Unit of the same rank as the lien of his encumbrance.

**Section 11.11: Tenant Recovery.** If a Unit Owner shall at any time let or sublet his Unit and default for a period of one month or more in the payment of any assessments, the Association may, at its option, so long as such default shall continue, demand and receive from such tenant or subtenant or property manager the rent due or becoming due under such tenancy. The payment of such sum shall, to the extent of such payment, discharge such tenant or subtenant's or property manager's rental obligation to the Unit Owner and shall, to the extent of such payment, discharge said Unit Owner's obligation for unpaid assessment(s) and costs to the Association.

**Section 11.12: Statement of Account.** Upon payment of a reasonable fee and upon written request of any Unit Owner or any Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit, the Management Committee shall issue, within twenty (20) days following such request, a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly Common Assessment and the date that such assessment becomes or became due; credit for advanced payments or prepaid items, including, but not limited to, a Unit Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgage which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchase shall be released automatically if i) the statement is not furnished within such twenty (20) day period and within ten (10) days after an additional written request is made by such purchaser and ii) the purchaser subsequently acquires the Unit.

**Section 11.13: Personal Liability of Purchaser for Assessments.** Subject to the provisions of Section 11.3 above, a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

## ARTICLE XII

### TAXES

**Section 12.01: Ad Valorem Taxation.** Each Unit shall be assessed separately for all taxes, assessments and other charges of the State of Utah, of any political subdivision, or of any special improvement district or of any other taxing or assessing authority. For the purpose of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the fractional interests in Common Areas appurtenant to such Units, to the maximum extent permitted by law. The Management Committee shall furnish to the assessor all necessary information with respect to such apportionment. No forfeiture or sale of any Unit for delinquent

taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

## ARTICLE XIII

### DESTRUCTION OR DAMAGE

**Section 13.01: Repair; Rebuild; Insurance.** In the event of destruction or damage of part or all of the improvements in the Project, the provisions of this Article 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 promptly carried out.

(b) If less than 75% of the Project's Buildings and other 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 of the Unit Owners shall be subject to a special assessment for any deficiency.

(c) If 75% or more of the Project's Buildings and other improvements are destroyed or substantially damaged, and if proceeds of the insurance are not alone sufficient to accomplish restoration, and if the Unit Owners, within 100 days after the destruction or damage, by a 70% vote of the voting rights of the Association, elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a 70% vote of the voting rights of the Association, elect to repair or reconstruct the affected improvements, the Association 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 57-8-31 of the Act shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this Article shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Article regarding the extent of damage to or destruction of the Project shall be made as follows: The Management Committee shall select three appraisers; each appraiser shall independently estimate the percentage of Project Buildings and other improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this subparagraph shall be the median of the three estimates.

(f) The term “**reconstruction**”, as used in this Article, shall mean restoring the damaged Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before.

(g) The Management Committee or its authorized agent shall notify all of the holders of first Mortgages on Units whenever damage to the Common Areas exceeds \$10,000.00. The Association shall also notify the individual holder(s) of a first Mortgage on a Unit whenever damage to that Unit exceeds \$1,000.00.

#### **ARTICLE XIV INSURANCE**

**Section 14.01: Types of Insurance.** The Management Committee shall obtain and shall maintain and keep in full force and effect at all times, to the extent reasonably available, the following insurance coverage provided by companies duly authorized to do business in Utah. The provisions of this Article shall not be construed to limit the power or authority of the Management Committee to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

(a) **Property Insurance.** Blanket property insurance using the standard "Special" or "All-Risk" building form with a minimum One Million (\$1,000,000.00) Dollars limit. Loss adjustment shall be based upon replacement cost. For purposes of this sub-section, the term "casualty insurance" shall not mean or refer to "earthquake" or other special risks not included in the standard planned residential development casualty policy. This additional coverage may be added by the Committee as it deems necessary in its best judgment and in its sole discretion.

(b) **Public Liability Insurance.** The Management Committee shall acquire broad form comprehensive general liability coverage (including if reasonably available libel, slander, false arrest, housing discrimination and invasion of privacy claims) in an amount not less than One Million (\$1,000,000.00) Dollars single person limit as respects bodily injury and property damage, and Two Million (\$2,000,000.00) Dollars limit per occurrence. Coverage shall extend to the Association, each member of its Board of Trustees, each of its officers and employees, and each Unit Owner, and shall protect against any liabilities to the public or to Unit Owners or their guests, invitees, tenants, agents, and employees, arising out of or incidental to the ownership or use of any of the Common Areas. Such comprehensive policy of public liability insurance shall also cover, if applicable, contractual liability, liability for non-owned and hired automobiles and, if applicable, public liability, garage keepers' liability, guest liquor liability, employer's insurance, and such other risks as shall customarily be covered with respect to projects similar to the Project and to activities in connection with the ownership, occupancy, operation, management, maintenance and other use of the Project or its Common Areas. The Management Committee may also obtain, if it deems it desirable, either directly or through its designee, Innkeeper's Liability Insurance for the benefit of the Association and all Unit Owners whose Units are rented to third parties pursuant to rental management agreements.

(c) **Worker's Compensation and Employer's Liability Insurance.** The Management Committee shall acquire workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) **Fidelity Insurance.** The Management Committee shall acquire, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

(e) **Other.** The Management Committee may obtain insurance against such other risk, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

**Section 14.02: Personal Property Casualty Insurance.** The Management Committee may, in its discretion, elect to obtain insurance on the personal property and furnishings of Units in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualty against which such insurance is obtained.

**Section 14.03: Form.** Casualty insurance shall be carried in a form or forms naming the Association the insured, as trustee for the Unit Owners, which policy or policies shall specify the interest of each Unit Owner (Unit Owner's name, Unit Number, the appurtenant undivided interest in the Common Areas), and each policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each first Mortgagee which from time to time shall give notice to the Association of such first Mortgagee. Each policy also shall provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Unit Owner and to each first Mortgagee. The Management Committee shall furnish to each Unit Owner a true copy of such policy together with a certificate identifying the interest of the Unit Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Unit Owner guilty of breach of warranty, act, omission, negligence or non-compliance with any provisions of such policy, including payment of the insurance premium applicable to that Unit Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy, as to the interest of all other insured Unit Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. All such policies shall waive the insurance company's right of subrogation against the Association, the other Unit Owners, and the servants, agents, guests, officers, directors, and employees of any of them, if such insurance can be obtained in the normal practice without, in the Management Committee's opinion, substantial additional premium charge for the waiver of rights of subrogation.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Unit Owners, and shall protect each Unit Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Project.

**Section 14.04: Unit Owner's Responsibility.** Each Unit Owner shall be responsible to maintain i) insurance coverage, against loss from theft or damage, on all personal property of the Unit Owner, ii) insurance coverage, against loss from theft or damage, on items of personal property placed in the Unit by the Unit Owner or others, and iii) casualty and public liability insurance coverage within each individual Unit and for activities of the Unit Owner, not acting by the Association, with respect to the Common Areas.

**Section 14.05: Insurance Proceeds.** The Association shall receive the proceeds of any casualty insurance payment received under policies obtained and maintained pursuant to this Article. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed in the manner provided under Section 57-8-31 of the Act.

**Section 14.06: Unit Owner's Own Insurance.** Notwithstanding the provisions hereof, each Unit Owner may obtain insurance at his own expense providing coverage upon his Unit, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Management Committee obtains pursuant to this Article. All such insurance of the Unit Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Unit Owners, and the servants, agents, guests, officers, directors, and employees of any of them, if insurance containing such subrogation can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

**Section 14.07: Directors and Officers Liability.** The Association shall obtain and continue in effect insurance for the protection of the Directors and Officers of the Association from personal liability in the management of the Association's affairs.

**Section 14.08: Deductible.** The deductible on a claim made by a Unit Owner or resident against the Property Insurance Policy of the Association 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 Unit Owner or resident, then the Association shall be responsible for and pay the deductible.

**Section 14.09: Primary Coverage.** If there is duplicate or potentially duplicate coverage of a claim by a Unit Owner or resident, the Unit Owner's insurance coverage shall be considered primary and that of the Association secondary.

**Section 14.10: Adjusting and Submitting of Claims.** The Management Committee is hereby granted the power and authority to:

(a) Adjust all insurance claims; and

(b) Refuse to submit a claim to the Association's carrier if (i) the damage or the source of the damage originated in the Unit or (ii) if said damage was caused, in whole or in part, by the Unit Owner or resident, and (iii) the Unit Owner has or apparently has insurance coverage for the claim and (iv) has not receive a formal and unconditional written rejection of the claim by his insurer.

## ARTICLE XV

### MORTGAGEE PROTECTION

**Section 15.01: Liens and Claims.** 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) 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) 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) 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) 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: (i) either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and (ii) no contract may be for an initial term greater than one (1) year.

(e) 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: (i) 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; (ii) 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; (iii) The Lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association; and/or (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

**Section 15.02: Consent of Eligible Mortgagee.** The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project; and the consent of Eligible Mortgagees holding at least fifty-one percent of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Plat Map which establishes, provides for, governs, or regulates any of the following: (1) voting rights; (2) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens; (3) reductions in reserves for maintenance, repair, and replacement of the Common elements; (4) insurance or fidelity bonds; (5) limitations and restrictions on the right to use of the Common Areas; (6) responsibility for maintenance and repairs; (7) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (8) the boundaries of any Lot; (9) the percentages of ownership interest in the Common Areas; (10) convertibility of a Lot into Common Areas or Common Area into a Lot; (11) the imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his Lot; (12) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and (13) the requirement that the Project be professionally managed rather than self managed. Any addition or amendment shall not be considered material for purposes of this Paragraph b) if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Plat Map is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the

Plat Map or the termination of the legal status of the Project. If such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence. Anything to the contrary notwithstanding, if any financing or the guaranty of any financing on a Lot or Dwelling Unit is provided by the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Veterans Administration (VA), no material amendment, as defined above, to the Declaration, or merger, may become effective, as to said Agencies, without their prior express written consent.

## ARTICLE XVI

### EMINENT DOMAIN

**Section 16.01: Eminent Domain.** In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of Section 57-8-32.5, of the Act shall apply. The Management Committee shall give written notice of such proceedings to all Mortgagees holding first lien Mortgages on Units. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings. Notwithstanding anything herein to the contrary, those proceeds payable to a Unit Owner because of an eminent domain proceeding relating to all or a portion of the Project or said Unit Owner's Unit shall first be applied to the interest of any Mortgagee as required under the Mortgage instruments applicable to the Unit of such Unit Owner.

## ARTICLE XVII

### MAINTENANCE

**Section 17.01: Unit Owner's Responsibility.** For purposes of maintenance, repair, alteration, and remodeling, a Unit Owner shall be deemed to own the interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum drywall, paneling, wallpaper, paint, wall and floor tile and flooring) making up the finished surfaces of the perimeter walls, ceilings, and floors within the Unit, including any non-exterior Unit doors and non-exterior windows. The Unit Owner shall not be deemed to own lines, pipes, wires, conduits, or systems (which for brevity are herein and hereafter referred to as utilities) which serve one or more other Units except as tenant in common with the other Unit Owners. Such utilities shall not be disturbed or relocated by a Unit Owner without the written consent and approval of the Management Committee. Such right to repair, alter and remodel is coupled with the obligation to replace any finished or other materials removed with similar or other types or kinds of materials. A Unit Owner shall maintain and keep in repair the interior of his Unit, including the fixtures thereof. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Unit Owner thereof. A Unit Owner shall do no act and shall perform no work that will or may

impair the structural soundness or integrity of the Building in which it is located, impair any easement or hereditament, or violate any laws, ordinances, regulations and codes of the United States of America, the State of Utah, the County of Salt Lake, or any other agency or entity which may then have jurisdiction over said Unit. Any expense to the Association for investigation under this Article shall be borne by Unit Owner if such investigation establishes a violation of the immediately preceding sentence. Each Unit Owner shall also keep the Limited Common Areas appurtenant to his Unit in a clean and sanitary condition free and clear of snow, ice, dirt, debris, and any accumulation of water. However, general repair and maintenance of the Limited Common Areas shall be the responsibility of the Association as with all other Common Areas. Each Unit Owner shall be obligated to reimburse the Association promptly upon receipt of its statement of any expenditures incurred by it in repairing or replacing any Common Areas damaged by any act or failure to act of the Unit Owner, his tenants, guests, invitees or agents except those expenditures covered by insurance where subrogation rights of the insurer against the Unit Owner have been waived.

**Section 17.02: Association's Responsibility.** The Association shall have the duty of maintaining and repairing all of the Common Areas and Limited Common Areas within the Project and the cost of said maintenance and repair shall be a Common Expense of all of the Unit Owners. The Management Committee shall not need the prior approval of the Members of the Association to cause such maintenance or repairs to be accomplished, notwithstanding the cost thereof; subject, however, to Article XIII hereof.

The Association shall, through the Management Committee or its representatives, provide to the Unit Owners the following services which shall be paid for out of the Common Expense Assessment, to-wit:

- (a) maintaining the Common Areas and Limited Common Areas, including without limitation the parking areas, the landscaping, and sidewalks;
- (b) administering and managing the Project;
- (c) providing common utilities;
- (d) setting aside reserves for future maintenance, repairs and replacements of Common Areas and Limited Common Areas;
- (e) providing snow and trash removal;
- (f) providing fire, life and safety monitoring with respect to the Project;
- (g) obtaining the insurance required in Article XIV hereof;

(h) acting as attorney-in-fact in the event of damage or destruction as provided for in Article XIII hereof; and

(i) performing all other acts required by this Amended Declaration, or the Articles of Incorporation and Bylaws of the Association.

The Association reserves the right to hire one or more persons or entities including a Manager, contractors, and employees to perform such services provided, however, that any such hiring shall be subject to the provisions set forth herein.

## ARTICLE XVIII

### ADMINISTRATIVE RULES AND REGULATIONS

**Section 18.01: Administrative Rules and Regulations.** The Management Committee shall have the power to adopt and establish by resolution such Project management and operational rules as it may deem necessary and proper for the maintenance, operation, management and control of the Project. The Management Committee may, from time to time, alter, amend and repeal such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by their respective tenants, subtenants and any other occupant or user of their Unit.

## ARTICLE XIX

### OBLIGATION TO COMPLY HEREWITH

**Section 19.01: Obligation to Comply Herewith.** Each Unit Owner, tenant, subtenant or other occupant or user of a Unit shall comply strictly with the provisions of the Act, this Amended Declaration, the Bylaws of the Association from time to time in effect, the rules and regulations promulgated by the Management Committee, and all agreements and determinations lawfully made and/or entered into by the Association. Any failure to comply with the foregoing shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association in its own name and/or on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

## ARTICLE XX

### INDEMNIFICATION OF TRUSTEES AND OFFICERS

**Section 20.01: Indemnification of Trustees and Officers.** Each member of the Board of Trustees and all officers and agents of the Association shall be indemnified and held harmless by the Association against all costs, expenses and liabilities whatsoever, including, without limitation,

attorney's fees, reasonably incurred by him in connection with any proceeding in which he may become involved by reason of his being or having been such trustee or officer, all to the maximum extent permitted by law; provided, however, the foregoing indemnification shall not apply if the loss, expense or liability involved resulted from the willful misconduct of such individual.

## ARTICLE XXI

### AMENDMENT

**Section 21.01: Amendment.** Subject only to the restrictions on amendment as contained in the Act, this Amended Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of a 70% vote of the voting rights of Members in the Association. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Management Committee. In said instrument, the Management Committee shall certify that the vote or consent required by this Article XXI has occurred.

## ARTICLE XXII

### PERSON TO RECEIVE SERVICE OF PROCESS

**Section 22.01: Person to Receive Service of Process.** The initial person to receive service of process in the cases provided herein or in the Act is Donna B. Hamblin, whose address is 7857 Harvel Drive, Salt Lake City, Utah 84117. Said person may be changed by the filing by the Association with the State of Utah of an appropriate instrument.

## ARTICLE XXIII

### MARKETING BY MANAGEMENT COMMITTEE

**Section 23.01: Marketing by Management Committee.** The Management Committee shall have the right, in furtherance of any sales or promotional activities, to take any action on the Project that the Management Committee deems appropriate, to accomplish or facilitate the sale of Units owned by the Association, so long as such actions are not prohibited by the Act.

**ARTICLE XXIV**

**SEVERABILITY**

**Section 24.01: Severability.** The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, sections or articles 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 instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, section or sections, or article or articles had not been inserted.

**ARTICLE XXV**

**WAIVERS**

**Section 25.01: Waivers.** No provision contained in this Amended Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

**ARTICLE XXVI**

**TOPICAL HEADINGS**

**Section 26.01: Topical Headings.** The topical headings contained in this Amended Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

**ARTICLE XXVII**

**EFFECTIVE DATE**

**Section 27.01: Effective Date.** This Amended Declaration shall take effect upon recordation.

**ARTICLE XXVIII**

**ASSOCIATION BYLAWS**

**Section 28.01: Association Bylaws.** A copy of the Association's initial Bylaws are attached hereto as **Exhibit "B"**. In the event of any conflict between the provisions of those Bylaws and this Amended Declaration, the provisions of this Amended Declaration shall control.

## ARTICLE XXIX

### CONVERTIBLE LAND

**Section 29.01: Convertible Land.** The following described portion of the Common Areas is land that may be converted to one or more Units or Limited Common Areas in accordance with Utah law and the remaining provisions of this Article:

See exhibit "b" attached hereto and incorporated herein by this reference.

**Section 29.02: Consents.** Anything to the contrary notwithstanding, to convert Common Area to Units on the Convertible Land as described above, the consent of the following persons and entities shall not be required.

(c) Any successor-in-interest of any Unit Owner, who, prior to his interest being transferred, consented to this Amended Declaration and such Convertible Land;

(d) The successor-in-interest to any mortgagee or lienholder who consented to this Amended Declaration and such Convertible Land prior to the Mortgage or other lien being transferred to such successor-in-interest; and

(e) Any person or entity holding a Mortgage, encumbrance or other lien which is created or recorded after the date of the recordation of this Amended Declaration.

**Section 29.03: Conversion of Common Area within the Contractible Land.** The undersigned hereby reserves the option to convert Common Area to Units located in the Convertible Land to create up to six (6) additional Units. This option to convert Common Area into Units in the Convertible Land may be exercised from time to time, at different times and in any order, without limitation, provided however, the option shall expire five (5) years from the date following the recordation of this Amended Declaration, unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said five (5) years. Such right may be exercised without first obtaining more consents or votes than is required by the original Declaration or Utah law, or the additional consents or votes of successors-in-interest to Unit Owners, mortgagees or lienholders who have consented. Such new Units must be constructed on the Convertible Land.

**Section 29.04: Supplemental Declarations and Supplemental Maps.** The conversion of the Common Area into Units located in the Contractible Land may be accomplished by the filing for record by the undersigned in the office of the County Recorder of Salt Lake County, Utah, no later than five (5) years from the date this Amended Declaration is recorded, a Supplement or Supplements to this Declaration containing a legal description of the site or sites for new Units, together with Supplemental Map or Maps containing the same information with respect to the new

Units as was required on the original Record of Survey Map. The conversion may be accomplished in phases by successive supplements or in one supplemental conversion.

**Section 29.05: Modification of Definitions.** In the event of such conversion of Common Area into Units constructed in the Convertible Land, the definitions used in this Declaration automatically shall be modified to encompass and refer to the Project as so converted. Reference to this Declaration shall mean this Amended Declaration as so supplemented. All conveyances of Units after such conversion shall be effective to transfer rights in the Project, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Salt Lake County Recorder of a Supplemental Map incident to any conversion shall operate automatically to grant, transfer, and convey to then Owners of Units in the Project as it existed before such conversion the respective undivided interest or interests in the property as modified by such conversion. Such recordation shall also operate to vest in any then mortgagee of any Unit in the Project as it existed, security in the interest so acquired by the Owner of the Unit as affected by such conversion.

**Section 29.06: Declaration Operative on New Units.** The new Units shall be subject to all the terms and conditions of this Amended Declaration and of a Supplemental Declaration, and the Units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Map and Supplemental Declaration in the said office of the Salt Lake County Recorder.

**Section 29.07: Right of the Association to Adjust Ownership Interest in Common Areas.** Each deed of a Unit shall be deemed to irrevocably reserve to the undersigned the power to appoint to Unit Owners, from time to time, the percentages in the Common Areas set forth in Supplemental Declaration. The proportionate interest of each Unit Owner in the Common Areas after any conversion within the Project shall be an undivided interest of the Project as so converted. A power coupled with an interest is hereby granted to the undersigned, its successors and assigns, as attorney in fact to shift percentages of undivided ownership interest in and to the Common Areas in accordance with the Supplemental Declarations recorded pursuant hereto and each deed of a Unit in the Project shall be deemed a grant of such power to the undersigned. Various provisions of this Declaration and deeds and mortgages of the Units may contain clauses designed to accomplish such a shifting of ownership percentages in the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the percentages of ownership in the Common Areas can be accomplished. Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Map incident to any conversion, the revised schedule of undivided ownership interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any declaration associated with any prior phase. In the event the provisions of the separate instruments relating to the Project conflict irreconcilably, the terms of that instrument which was recorded most recently shall control. Notwithstanding anything to the contrary herein, no change in the percentage of undivided ownership interest in the Common Areas may be effected more than five (5) years after the effective date of this Amended Declaration without the prior



written consent or vote of at least two-thirds (2/3rds) of the undivided ownership interest in the Common Areas and Facilities.

**Section 29.08: Other Provisions Concerning Conversion.** If a conversion or conversions occur as contemplated above, then:

(a) All or any part of the Convertible Land may be converted without any limitations whatsoever save and except that all additional Units created must be restricted to single family residential housing limited to one family per residential dwelling Unit.

(b) Portions of the Convertible Land may be converted within the Project at different times without any limitations.

(c) The undersigned shall have the right without further conveyance or documentation to have access to the Convertible Land through the easement areas as shown on the Map. No Unit Owner or Owners shall not allow anything to be obstruct or interfere with said easement areas.

(d) No assurances are made concerning:

(1) The locations of any Unit or improvement that may be made on any portion of the Convertible Land within the Project.

(2) The type, kind or nature of improvement which may be created on any portion of the Convertible Land, except that the common facilities, Buildings and Units will be comparable to the other Buildings, Units and facilities, and will be of a similar quality of materials and construction within the Project.

(3) Whether any Units created on any portion of the Convertible Land will be substantially identical to those within the initial Project except that Units will be constructed of an equal or better quality of materials and construction than the other Units in the Project.

(4) The type, size, or maximum number of Limited Common Areas which may be created within any portion of the Convertible Land within the Project.

(e) Notwithstanding anything to the contrary which may be contained herein, the Amended Declaration is not intended, and shall not be construed so as to impose upon the undersigned any obligation respecting, or to restrict the undersigned in any way with regard to: (i) the conversion of any portion of the Convertible Land within the Project; (ii) the creation, construction, or addition to the Project of any additional Units; (iii) the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or (iv) the taking of any particular action with respect to the Convertible Land within the Project.

(f) Assuming all of the Convertible Land is converted, the maximum number of Units added would be six (6), making the total number of Units in the Project twenty-six (26), and the minimum percentage of ownership interest of each Unit would be 4.0%; provided, however, the number of Units actually constructed and the actual undivided percentage of ownership interest of each Unit may actually be somewhere in between the numbers and percentages set forth above.

## ARTICLE XXX

### SMOKING

**Section 30.01**        **Second Hand Smoke.** Smoking or the use of tobacco products is not prohibited in the Buildings, Units, or Common Area and Facilities; provided, however, the Association expressly reserves the right to prohibit smoking or the use of tobacco products in the Common Area and Facilities. Owners and residents shall be given at least thirty (30) days prior written notice of any change in policy. In addition:

**Section 30.02**        **Nuisance Defined.** Utah Code Annotated, Section 76-3-203.1 (1997) defines a "nuisance" so as to include tobacco smoke that drifts into any Unit a person rents, leases or owns from another Unit more than once in each of two (2) or more consecutive seven (7) day periods which is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property. The Association adopts this definition until such time as it is amended or repealed by the Utah legislature at which time this definition shall be similarly and automatically amended or repealed.

**Section 30.03**        **Reservation of Right of Action.** Anything to the contrary notwithstanding, the right of action of an Owner or resident created by Utah Code Annotated, Section 78-38-1 (1997) against another Owner or resident who creates a nuisance by generating tobacco smoke is expressly recognized and reserved, conditioned upon the existence of the statutory remedy or its equivalent, and the Association shall approve any reasonable structural alterations to the Common Areas and Facilities provided the alterations (and all maintenance, repair, and replacements) (a) do not impair the structural integrity of the buildings or improvements, (b) do not materially alter the nature of the Project, (c) do not damage another Unit, and (d) are paid for by the Unit Owner or resident.

IN WITNESS WHEREOF, the undersigned have executed the foregoing document for and in behalf of the HARVEL PARK HOMEOWNERS ASSOCIATION, INC. this 21st day of August, 2001.

HARVEL PARK HOMEOWNERS ASSOCIATION, INC.

By: Donna B Hamblin

Name: Donna B. Hamblin

Title: President

By: Renee Patrick

Name: Renee Patrick

Title: Secretary

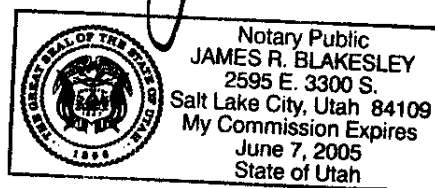
STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On the 21 August, 2001, personally appeared before me, Donna B. Hamblin and Renee Patrick, who duly acknowledged to me that they executed the foregoing instrument in their capacities as President and Secretary of the Harvel Park Homeowners Association, Inc.

NOTARY PUBLIC



256155

**EXHIBIT "A"**

**PARCEL I**

Beginning at a point which is S 89 degrees 53'10" E 165.00 ft. along the section line and S 00 degrees 00'50" W 33 ft. from the N 1/4 corner Section 31, Township 2 South, Range 1 East SLB & M, and running thence S 89 degrees 53'10" E 20.00 ft.; thence S 00 degrees 06'50" W 80.00 ft. to a point of curvature of a 200.38 ft. radius curve to the right; thence 87.19 ft. along the arc of said curve to a point of reverse curvature; thence along the arc of a 250.38 ft. radius curve 3.20 ft.; thence N 00 degrees 06'50" E. 167.37 to the point of beg. Cont. 0.064 AC.

**PARCEL II**

Beginning at a point which is S 89 degrees 53'10" E 235 ft. along the section line and S 00 degrees 06'50" W 33 ft. from the N 1/4 corner Section 31, T2S, R1E, SLB & M, thence S 00 degrees 06'50" W 80.00' to a point of curvature of a 250.38 ft. radius curve to the right; thence 108.94 ft. along the arc of said curve to a point of reverse curvature; thence along the arc of a 200.38 ft. radius curve 87.19 ft. to a point of tangency; thence S 00 degrees 06'50" W 506.58 ft. to a point of curvature of a 15.00 ft. radius curve to the left; thence 23.59 ft. along the arc of said curve to a point of tangency; thence East 121.97 ft; thence N 00 degrees 06'50" E 560.34 ft.; thence N 89 degrees 53'10" West 82.50 ft.; thence N 00 degrees 06'50" E 231.00 ft.; thence N 89 degrees 53'10" W 12.50 ft. to the P.O.B. Cont. 1.882 AC.

**PARCEL III**

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

**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-002-0000</b>	
<b>NAME:</b>	MCGHEE, DENIS
<b>ADDRESS:</b>	7851 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7851, HARVEL PARK CONDM 1/30% INT 4603-0792 5950-1880 6148-0904
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-003-0000</b>	
<b>NAME:</b>	NIEDERHAUSER, KELLY G
<b>ADDRESS:</b>	7853 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7853, HARVEL PARK CONDM 1/30% INT 4603-0792 5927-1608
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:26:25 MST	This Data Last Updated On: June 20, 2001
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**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-004-0000</b>	
<b>NAME:</b>	TAIT, AMANDA J
<b>ADDRESS:</b>	7855 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7855, HARVEL PARK CONDM 1/30% INT 4603-0792 5950-1870 6140-2957 6955-2923 7473-0357 8065-1021
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:23:24 MST	This Data Last Updated On: June 20, 2001
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**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-005-0000</b>	
<b>NAME:</b>	HAMBLIN, DONNA B
<b>ADDRESS:</b>	7857 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7857, HARVEL PARK CONDM 1/30% INT 4603-0792 5948-0841 6148-0904 6148-904 6149-0251
<b>ASSOCIATED PARCELS:</b>	<u>22312020010000</u>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:01:22 MST	This Data Last Updated On: June 20, 2001
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**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-006-0000</b>	
<b>NAME:</b>	CRUZ, FERNANDO C
<b>ADDRESS:</b>	7859 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7859, HARVEL PARK CONDM 1/30% INT 5950-1855 6148-0904 6186-2142 7823-1913
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-007-0000</b>	
<b>NAME:</b>	PERFILI, MARY
<b>ADDRESS:</b>	7861 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7861, HARVEL PARK CONDM 1/30% INT 5948-0836 6148-0904 6181-0533 7622-2423 7749-0669
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-008-0000</b>	
<b>NAME:</b>	BAHR, MARY L
<b>ADDRESS:</b>	7863 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7863, HARVEL PARK CONDM 1/30% INT 4603-0792 5950-1890 6148-0904 6178-2923 6841-1730 7525-2982
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

<b>This Search Performed On:</b> July 31, 2001 17:37:49 MST	<b>This Data Last Updated On:</b> June 20, 2001
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**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-009-0000</b>	
<b>NAME:</b>	WOODS, GLENDA
<b>ADDRESS:</b>	7865 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7865, HARVEL PARK CONDM 1/30% INT 5948-0831 6148-0904 6174-2473
<b>ASSOCIATED PARCELS:</b>	<u>22312020010000</u>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-010-0000</b>	
<b>NAME:</b>	NAYLOR, LYNNE F
<b>ADDRESS:</b>	7867 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7867, HARVEL PARK CONDM 1/30% INT 5948-0846
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-011-0000</b>	
<b>NAME:</b>	GULBRANSEN, CHRISTY
<b>ADDRESS:</b>	7869 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7869, HARVEL PARK CONDM 1/30% INT 5950-1885 6148-0904 6187-2543 6349-0625 6967-2940 8283-8482 8321-2042
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	<b>Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88</b>

<b>This Search Performed On:</b> July 31, 2001 17:25:27 MST	<b>This Data Last Updated On:</b> June 20, 2001
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BK8526PG4802

**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-012-0000</b>	
<b>NAME:</b>	REITZ, LISA M
<b>ADDRESS:</b>	7901 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7901, HARVEL PARK CONDM 1/30% INT 5977-0078 6099-0855
<b>ASSOCIATED PARCELS:</b>	<u>22312020010000</u>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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BK8526PG4803

**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-013-0000</b>	
<b>NAME:</b>	ASHBY, SPENCER &
<b>ADDRESS:</b>	7903 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7903, HARVEL PARK CONDM 1/30% INT 4603-0792 5970-2458 6148-0904 6174-1586
<b>ASSOCIATED PARCELS:</b>	<u>22312020010000</u>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:36:51 MST	This Data Last Updated On: June 20, 2001
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**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-014-0000</b>	
<b>NAME:</b>	SAINSBURY, ROBERT W &
<b>ADDRESS:</b>	7905 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7905, HARVEL PARK CONDM 1/30% INT 4603-0792 5949-1123 6148-0904 6170-2347 6174-2063 6176-0800 6953-0235,0237 7602-2296
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:10:42 MST	This Data Last Updated On: June 20, 2001
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BK8526PG4805

**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-015-0000</b>	
<b>NAME:</b>	ARAMYAN, SUSANNA &
<b>ADDRESS:</b>	7907 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7907, HARVEL PARK CONDM 1/30% INT 5948-0864 6147-2125 6228-0075 6583-1350 7420-0078 7426-2482 7491-2162
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:08:16 MST	This Data Last Updated On: June 20, 2001
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BK8526PG4806

**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-016-0000</b>	
<b>NAME:</b>	MYERS, JAMES W &
<b>ADDRESS:</b>	7909 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7909, HARVEL PARK CONDM 1/30% INT 5986-2492 6148-0904 6160-1805 6652-0463 7071-1262
<b>ASSOCIATED PARCELS:</b>	<u>22312020010000</u>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

<b>This Search Performed On:</b> July 31, 2001 17:24:02 MST	<b>This Data Last Updated On:</b> June 20, 2001
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BK8526PG4807

**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-017-0000</b>	
<b>NAME:</b>	NA, BYUNG JUN &
<b>ADDRESS:</b>	7911 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7911, HARVEL PARK CONDM 1/30% INT 4603-0792 5986-2474 6148-0904 6168-2708 6340-2414
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:38:48 MST	This Data Last Updated On: June 20, 2001
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BK8526PG4808

**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-018-0000</b>	
<b>NAME:</b>	CARLSON, DAVID L &
<b>ADDRESS:</b>	7913 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7913, HARVEL PARK CONDM 1/30% INT 4603-0792 5950-1865 6091-2766 6720-1431 7440-0663
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:19:23 MST	This Data Last Updated On: June 20, 2001
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BK8526PG4809

**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-019-0000</b>	
<b>NAME:</b>	NELSON, NATALIE &
<b>ADDRESS:</b>	7915 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7915, HARVEL PARK CONDM 1/30% INT 4603-0792 5970-2467 6063-0629
<b>ASSOCIATED PARCELS:</b>	<u>22312020010000</u>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:25:42 MST	This Data Last Updated On: June 20, 2001
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BK8526PG4810

**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-020-0000</b>	
<b>NAME:</b>	WOOLSTON, TIMOTHY C &
<b>ADDRESS:</b>	7917 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7917, HARVEL PARK CONDM 1/30% INT 5625-2561 7481-2456
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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BK8526PG48

**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-021-0000</b>	
<b>NAME:</b>	EDSON, JOSHUA S &
<b>ADDRESS:</b>	7919 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7919, HARVEL PARK CONDM 1/30% INT 5985-2469 6148-0904 6157-0368 6757-2267 8013-2192
<b>ASSOCIATED PARCELS:</b>	<u>22312020010000</u>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:24:33 MST	This Data Last Updated On: June 20, 2001
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BK8526PG4812



**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-022-0000</b>	
<b>NAME:</b>	THOMPSON, WENDY B
<b>ADDRESS:</b>	7940 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7940, HARVEL PARK CONDM 1/30% INT 5977-0073 6148-0904 6167-1314
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

<b>This Search Performed On:</b> July 31, 2001 17:24:15 MST	<b>This Data Last Updated On:</b> June 20, 2001
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BK8526P648113

**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-023-0000</b>	
<b>NAME:</b>	WILSON, ALTA V II
<b>ADDRESS:</b>	7942 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7942, HARVEL PARK CONDM 1/30% INT 5977-0068 6148-0904 6168-2699 7003-0620 7321-1342
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:25:59 MST	This Data Last Updated On: June 20, 2001
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BK8526PG4814

**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-024-0000</b>	
<b>NAME:</b>	PATRICK, RENEE L; ET AL
<b>ADDRESS:</b>	7944 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7944, HARVEL PARK CONDM 1/30% INT 5948-0826 6152-0694 6339-0182
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:38:10 MST	This Data Last Updated On: June 20, 2001
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BK8526PG48115

**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-025-0000</b>	
<b>NAME:</b>	LEE, LORRAINE K
<b>ADDRESS:</b>	7946 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7946, HARVEL PARK CONDM 1/30% INT 5986-2464 6069-0672 6669-0236
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-026-0000</b>	
<b>NAME:</b>	KING, MICHELE L
<b>ADDRESS:</b>	7948 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7948, HARVEL PARK CONDM 1/30% INT 4603-0792 5950-1875 6148-0904 6178-2931 6291-2369 6526-2774 6621-2968
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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**View Associated:**  
Parcel • Condo Unit • Valuation • Land 1

<b>Parcel Info: # 22-31-202-028-0000</b>	
<b>NAME:</b>	WARDLE, KENDAL R &
<b>ADDRESS:</b>	7952 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7952, HARVEL PARK CONDM 1/30% INT 4603-0792 5986-2487 6148-0904 6195-2814 7767-2979 7824-2381
<b>ASSOCIATED PARCELS:</b>	22312020010000
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-029-0000</b>	
<b>NAME:</b>	FEDERAL HOME LOAN MORTGAGE
<b>ADDRESS:</b>	7954 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7954, HARVEL PARK CONDM 1/30% INT 5948-0859 6148-0904 6174-0661 6213-0065 6265-1029 6572-0065 8260-1928
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 12-NOV-91

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**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-027-0000</b>	
<b>NAME:</b>	PANTUSO, LORI L
<b>ADDRESS:</b>	7950 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7950, HARVEL PARK CONDM 1/30% INT 4603-0792 5950-1860 6148-0904 6159-0478 6821-1856 7123-2713
<b>ASSOCIATED PARCELS:</b>	<b>22312020010000</b>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-030-0000</b>	
<b>NAME:</b>	YORK FAMILY PARTNERSHIP
<b>ADDRESS:</b>	7956 S HARVEL DR
<b>LEGAL DESCRIPTION:</b>	UNIT 7956, HARVEL PARK CONDM 1/30% INT 4603-0792 5972-1213
<b>ASSOCIATED PARCELS:</b>	<u>22312020010000</u>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

This Search Performed On: July 31, 2001 17:38:33 MST	This Data Last Updated On: June 20, 2001
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BK8526PG4821

**View Associated:**  
**Parcel • Condo Unit • Valuation • Land 1**

<b>Parcel Info: # 22-31-202-031-0000</b>	
<b>NAME:</b>	YORK FAMILY PARTNERSHIP
<b>ADDRESS:</b>	7958 S HARVEL
<b>LEGAL DESCRIPTION:</b>	UNIT 7958, HARVEL PARK CONDM 1/30% INT 5972-1227
<b>ASSOCIATED PARCELS:</b>	<u>22312020010000</u>
<b>TAX INFO:</b>	Total Acres: .01 • Property Type: 116-Condominium Unit • Tax District: 30A • Measure Date: 22-JAN-88

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