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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF THE
SAN FRANCISCO CONDOMINIUM PROJECT

SAN FRANCISCO HOMEOWNERS ASSOCIATION

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF THE
SAN FRANCISCO CONDOMINIUM PROJECT

[An Expandable Condominium Project]

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE SAN FRANCISCO CONDOMINIUM PROJECT is made and executed this 1st day of January, 1998, by the SAN FRANCISCO HOMEOWNERS ASSOCIATION, INC., a Utah corporation, of P. O. Box 571043, Murray, Utah 84107 (hereinafter referred to as the "Association").

RECITALS:

A. The original Declarant was MILLSTREAM ASSOCIATES, INC., a Utah corporation (the "Declarant").

B. The Declarant was the record owner of that certain Tract of real property more particularly described in Article 11 hereof.

C. Various improvements have been made to the Tract so as to enable its use and operation as a Condominium Project. The construction of all of such improvements has been performed in accordance with the information contained in the original Declaration and Record of Survey Map, as they have been supplemented and amended from time to time.

D. The original Declaration of Condominium of the San Francisco Condominium Project was recorded on September 7, 1983, as Entry No. 3840735, in Book 5488, at Page 2493 of the Official Records of Salt Lake County, Utah (the "Original Declaration").

E. The Original Declaration was subsequently amended by a written instrument entitled First Supplement to Declaration of Condominium of the San Francisco Condominium Project, recorded on December 7, 1983, as Entry No. 3877985, in Book 5512, at Page 2703 of the Official Records of Salt Lake County, Utah (the "First Supplement").

F. The time to expand the Project has expired.

G. Management and control of the Project has been transferred by the Declarant to the Association.

H. Section 42 of the Original Declaration provides that it can be amended with the affirmative vote of at least 67% of the undivided ownership interest in the Common Areas and Facilities.

I. At least 67% of the undivided ownership interest in the Common Areas and Facilities voted affirmatively to amend and restate the Declaration of Condominium of the San Francisco Condominium Project in the manner set forth below.

J. The Association desires, by filing this Amended and Restated Declaration, to resubmit said Tract and all improvements now or hereafter constructed thereon to the provisions of the Act as a Condominium Project to be known as the "San Francisco Condominium Project."

K. The Association desires, by filing this Amended and Restated Declaration, to resubmit said Tract and all improvements now or hereafter constructed thereon to the covenants, restrictions, and limitations herein set forth.

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

ARTICLE I: DEFINITIONS

When used In this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1. Act shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated, Sections 57-8-1 through 57-8-36 (Supp. 1981).

2. Declaration shall mean and refer to this Amended and Restated Declaration of Condominium of the Francisco Condominium Project, as the some may hereafter be modified, amended, supplemented, or expanded in accordance with low and the provisions hereof.

3. Record of Survey Map, Survey Map or Map shall mean and refer to the Record of Survey May, filed herewith, entitled "Record of Survey Map of San Francisco Condominiums," executed and acknowledged by Declarant, consisting of seven (7) sheets, and prepared and certified to by M. Car Larsen, a duly registered Utah Land Surveyor holding Certificate No. 2970, as the same may hereafter be modified, amended or supplemented.

4. Management Committee or Committee shall mean and refer to the Management

Committee of the San Francisco Condominium Project.

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

- (a) The real property and interests in real property which this Declaration submits to the terms of the Act, including the entirety of the Tract (but excluding individual Units).
- (b) All Common Areas and Facilities designated as such in the Survey Map.
- (c) All Limited Common Areas and Facilities.
- (d) All foundations, roofs, and lobbies constituting a portion of or included in the improvements which comprise a part of the Project, and any halls, corridors, stairs, stairways, entrances, and exits which are designed for the use of more than one Unit.
- (e) All Installations for and all equipment connected with the furnishing of Project utility services such as electricity, gas, water, and sewer.
- (f) All tanks, pumps, motor, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.
- (g) The Project outdoor lighting, fences, landscaping, sidewalks, open parking spaces, and roads.
- (h) All portions of the Project not specifically included within the individual Units.
- (i) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.
- (j) All rights and obligations of the Association under any agreement executed by the Declarant or the Association, on one hand, and the Utah Department of Transportation on the other hand, relating to the use and maintenance of the strip of real property situated between the Project perimeter and 5400 South Street.

6. Limited Common Area and Facilities or Limited Common Areas shall mean and refer to those Common Area and Facilities designated in this Declaration or in the Survey Map as reserved for the use of a certain Unit to the exclusion of the other Units.

7. Unit shall mean and refer to one or more rooms or spaces located in a Building and intended for independent use and which is designated as a Unit on the Record of Survey Map and in Exhibit attached hereto (and incorporated herein by this reference). All walls on the perimeters of a Unit shall constitute a part of the Common Areas and Facilities. A Unit shall include any walls, partitions, floors, ceilings, and stairs which are wholly contained within its vertical and horizontal perimeters and the surfaces of any floors, ceilings, walls, or coverings which bound it; provided, however, that a Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit and shall not include any load-bearing walls or floors comprising a part of the Building in which the Unit is contained. A Unit shall also include all fixtures contained within its vertical and horizontal perimeters and intended for the sole use of such Unit.

8. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A" and on the Record of Survey map.

9. Condominium Unit shall mean and refer to, and include a Unit together with its appurtenant undivided ownership interest in the Common Areas and Facilities, and its appurtenant right to exclusive use of Limited Common Areas associated with such Unit.

10. Unit Owner or Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, State of Utah) of a fee or an undivided fee interest in a Condominium Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

11. Building shall mean and refer to a structure containing or to contain Units.

12. Building Number shall mean and refer to the number, letter, or combination thereof (if any) which designates a Building in the attached Exhibit "A" and on the Record of Survey Map.

13. Size shall mean and constitute the area of the floor space within a Unit, in square feet, rounded to the nearest whole number ending in zero (e.g. 1020, 1180, 1510), and computed and determined as follows on the basis dimensions shown on the Survey Map. The measurements used in determining Size shall run from the interior surfaces of the walls surrounding the Unit concerned and each separate level, story, or floor contained within or making up the Unit shall be taken into account and, subject to the following provisions, shall augment the Size thereof. For purposes of determining Size: (i) The area of any space in a Unit intended for garage or vehicle parking purposes or as an unfinished attic shall be completely excluded; (ii) With respect to any

Unit which includes or contains more than one separate level, story, or floor, the area of any basement shall be considered to be one-half (1/2) of its actual area and the area of any level story, or floor located one or more full levels or stories above the first level or story shall be considered to be three-fourths (3/4) of its actual area; but (iii) If a Unit includes or contains only one level, story, or floor, wherever located, the area thereof shall not be discounted as provided in the preceding item (ii). The determination of the Size of a Unit, as set forth in this Declaration or in any amendment or supplement hereto shall be conclusive.

14. Additional Land shall mean, refer to, and consist of the following-described parcel of real property situated in Salt Lake County, State of Utah: See Exhibit "C" attached hereto and incorporated herein by this reference. A description of the Additional Land is set forth in this Declaration solely for purposes of identification. This Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any portion of the Additional Land unless and until such portion is added to the Project in accordance with law and the provisions hereof.

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

16. Association of Unit Owners, Owners Association, or Association shall mean and refer to all of the Owners taken as, or acting as a group.

17. Mortgage shall mean and include both a first mortgage on any Condominium Unit and first deed of trust on any Condominium Unit.

18. Mortgagee shall mean and include both a mortgagee under a first mortgage of any Condominium Unit and a beneficiary under first deed of trust on any Condominium Unit.

19. Eligible Mortgagee shall mean and include a Mortgagee which has requested notice of certain matters from the Association in accordance with the sixth Paragraph of Section A1 of Article III of this Declaration.

20. Eligible Insurer or Guarantor shall mean and include an insurer or guarantor of a Mortgage which has requested notice of certain matters from the Association in accordance with this Declaration.

21. Tract shall mean, refer to, and consist of the real property which Article 11 of this

Declaration submits to the terms of the Act, together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Project in accordance with law and the provisions of this Declaration.

22. Condominium Project or Project shall mean and refer to the San Francisco Condominium Project.

23. Declarant shall mean and refer to MILLSTREAM ASSOCIATES, INC., a Utah corporation, and/or any successor to said corporation which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project as did its predecessor.

ARTICLE II: SUBMISSION

There is hereby submitted to the provisions of the Act, as the Tract initially associated with the San Francisco Condominium Project, the following described parcel of real property situated in Salt Lake County, State of Utah: See Exhibit "B" attached hereto and incorporated herein by this reference.

TOGETHER WITH all easements, rights-of-way and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing, an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Tract at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

ARTICLE III: COVENANTS, CONDITIONS AND RESTRICTIONS

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

1. Description Improvements. The improvements included in the Project are now located upon the Tract. The significant improvements contained in the Project (other than improvements located on or otherwise associated with portions of the Additional Land) include 23 Buildings, 199 Units, a bathhouse containing dressing rooms, swimming pools, an equipment storage shed and monument, and asphalt or concrete driveways and parking areas. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Survey Map. The Project also contains other improvements of a less significant nature, such as outdoor lighting, fencing, landscaping, and concrete sidewalks and walkways. The Survey Map shows the number of stories and the number of Units which are contained in the Buildings included in the Project. Each of said Building is composed of the following materials: all load bearing and non-load bearing walls are wooden frame and studded with wood; the basement floor and foundation walls are of concrete; all floors are of wooden joists covered with plywood; the roof is of wooden trusses or beams with joists surfaced with plywood and asphalt shingles; interior walls are surfaced with sheetrock or gypsum board; and exterior walls are surfaced with masonite siding.

2. Description and Legal Status of Units. The Record of Survey Map shows the Number of each unit, its location, dimensions from which its Size may be determined, and the Common Areas and Facilities to which it has immediate access. Each Condominium Unit shall be capable of being separately owned, encumbered, and conveyed. The undivided ownership interest in the Common Areas and Facilities appurtenant to a Unit may not be partitioned from the balance of the Common Areas and Facilities by an action pursuant to Chapter 39 of Title 78, Utah Code Annotated (1953). The immediately foregoing sentence shall not be prejudice or otherwise affect the rights set forth in Sections 30 through 34, inclusive, in the event of Substantial Destruction, Condemnation, or Obsolescence. There shall not be any restriction upon any Unit Owner's right of ingress to an egress from his Unit.

3. Contents Exhibit "A". Exhibit "A" to this Declaration furnishes the following information with respect to each Unit contained in the Project; (i) The Unit Number; (ii) The Number of the Building in which it is contained; (iii) The Size of the Unit; and (iv) The percentage of undivided ownership interest in the Common Areas which is initially appurtenant to the Unit.

4. Computation of Undivided Interests. The percentage of undivided ownership interest in the Common Areas and Facilities which, at any point in time, is appurtenant to a Unit shall be equal to the ratio between the Size of Such Unit and the aggregate Size of all Units then included in the Project. The percentage of undivided ownership interest which is appurtenant to each Unit currently contained in the Project has been computed and is set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Minor adjustments have been made in some or all of the percentage interests, but only for the purpose, of assuring that at all times the

total undivided ownership interest respecting the Project equals 100.00%.

5. Limited Common Areas. The Limited Common Areas and Facilities which are contained in the Project consist of all of the following which are labelled as such on the Survey Map: (i) All patios, porches, balconies, decks, and private yard areas, if any, attached or adjacent to a Unit; and (ii) 199 numbered carports and parking spaces shown on the Survey Map. The exclusive use of each patio, porch, balcony, deck, private yard area, carport, or parking space is reserved to the Unit which it adjoins, with which it is associated, or as designated on the Survey Map.

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

Unit No. _____, contained within the San Francisco Condominium Project, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. _____ (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of the San Francisco Condominium Project recorded in Salt Lake County, Utah, as Entry No. _____, in Book _____, at Page _____, (as said Declaration may have heretofore been amended or supplemented). TOGETHER WITH the undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said Unit (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates) as more particularly described in said Declaration.

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

7. Use Restrictions. All Units are intended to be used for residential housing and are restricted to such use. No Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Unit, so as to create a nuisance or to interfere with the rights of any Unit Owner, or in a way which would result in an increase in the cost of any insurance covering the Project as a whole. Without limiting the breadth of the foregoing

sentence, aluminum foil, newspapers, or any other similar materials may not be used to cover the windows in any Unit. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units. No automobile or other vehicle shall be parked in front of a garage, in front of a walkway, or at any location within the Project which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts. No leases, charges for use, rental agreements, licenses, or similar arrangements shall be employed or entered into with respect to any portion of the Common Areas and Facilities, provided, however, if there is a recreational vehicle parking area on any part of the Project, the Association shall establish and collect a monthly use fee to be charged to each Unit Owner who utilizes a recreational vehicle parking space in the recreational vehicle parking area shown on the Record of Survey Map. Such monthly use fee shall be established and maintained at a level commensurate with the charges of commercial lessors of such spaces in the locality, but shall in no event be less than a level that will defray all costs and expenses of the Association in any way connected with or related to the separation or ownership of such recreational vehicle parking area. The fees so-collected shall be used to defray a portion of the Common Expenses. Each Unit Owner who utilizes the recreational vehicle parking area shall bear full responsibility for any loss or damage to his vehicle while parked or stored in said area, and the Association shall not be liable for any such loss or damage. The monthly use fee provided for in this Section shall be, constitute, and remain a continuing lien upon the Unit of the Owner using the recreational vehicle parking space for which such fee is charged. The provisions of Section 24 of this Article III shall apply to collection of such monthly use fee. No animals other than small household pets in reasonable numbers shall be kept or allowed in any part of the Project. The foregoing sentence shall be deemed to prohibit, inter alia, the keeping of any dog weighing more than twenty (20) pounds and the keeping in any Unit of more than two dogs and/or cats. Whenever a pet is allowed to leave a Unit, it shall be on a leash or in a cage.

8. Condition and Maintenance of Units and Limit Common Areas. Each Unit, and all utility facilities, lines, ducts, and other such apparatus serving solely such Unit, shall be maintained by the Owner so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project. Each Unit Owner shall keep his appurtenant patio(s), porch(es), balcony(s), deck(s), and/or private yard area, if any, in a clean and orderly condition but shall not otherwise maintain the same. The Committee shall have no obligation regarding maintenance or care which is required to be accomplished by the Owners.

9. Encroachments. In the event that any portion of the Common Areas, a Limited Common Area, a Unit, and/or a Building (whether constructed by Declarant or reconstructed so as to substantially duplicate a Unit or Building original constructed by Declarant encroaches or comes to encroach on the Common Areas, another Limited Common Area, another Unit, and/or

another Building, as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the foregoing, an easement for such encroachment and for the maintenance of the same is created hereby and shall exist so long as such encroachment exists.

10. Status and General Authority of Committee. The Condominium Project shall be managed, operated, and maintained by the Management Committee on behalf of the Association. The Committee shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (j) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted the following authority and powers:

- (a) A right of entry upon any Condominium Unit and any Limited Common Area to effect emergency repairs, and a reasonable right of entry thereupon to effect other repairs, improvements, replacement, or maintenance of the Project, or any portion thereof, as necessary.
- (b) The authority, without the vote or consent of the Unit Owners, Mortgagees, insurers or guarantors of Mortgages, or of any other person(s), to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and easements over, under, across, and through the Common Areas and Facilities for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.
- (c) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.
- (d) The power to sue and be sued.
- (e) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- (f) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.
- (g) The power and authority to purchase otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- (h) The power and authority to add any interest in real property obtained

pursuant to subparagraph (g) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent.

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

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

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

11. Professional Management. Unless approval for self-management is obtained pursuant paragraph (c) of Section 42 of this Article III, the Committee shall carry out through a professional manager those of its functions which are properly the subject of delegation. The professional manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Committee be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any such management agreement shall run for a reasonable period of from one to three years and shall provide that either party, with or without cause and without payment of any termination fee or being subject to any penalty, may terminate same upon not in excess of thirty (30) days written notice to the other party thereto.

12. Composition of Management Committee. The Committee shall be composed of five members. At each annual Owners meeting, any vacant seat on the Committee shall be filled with a member elected for a two-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for Committee membership. At each annual meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled. Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any 12-month period shall automatically forfeit his seat. In all cases of vacancy the remaining Committee members shall elect a replacement to sit on the

Committee until the expiration of the term for which the member being replaced has elected. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business. The Committee may fix such compensation for any member as may be reasonable in light of the Committee duties which that member is required to perform.

13. Committee Officers and Agents. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

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

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

(c) Secretary. The Secretary shall keep minutes of meetings of the Committee and of the Unit Owners and shall keep all records which are required or made necessary by the Act, this Declaration, or the Committee.

(d) Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. Treasurer shall keep the books and records of the Association in accordance with generally accepted accounting practices. At least every five (5) years, the Treasurer shall have the financial statement of the Association for the last fiscal year formally Audited by an independent certified public accountant not residing in the Project. During other years, the Treasurer shall have the financial statement of the Association inspected and examined by an accountant who shall prepare for the Association, at the discretion of the Management Committee, either a Compilation or Review; provided, however, upon receipt of the written request of either a majority of the members of the Management Committee or a majority of the undivided ownership interest in the Common Areas and Facilities, the Treasurer shall cause to be prepared for the last fiscal year a formal Audit. The cost of the foregoing shall be a common expense. Upon request of the Management Committee, he shall furnish it with a bond, in the amount specified by the Committee, conditioned upon the faithful performance of his duties. The offices of Secretary and Treasurer or of Vice-President and Treasurer may be held by the same

Committee member.

14. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may provide. Either oral or written notice shall be given to each Committee Member of the time and place of each regular Committee meeting at least three days prior to such meeting. Special Committee meetings shall be held whenever called by the President or by any two members of the Committee. Reasonable effort shall be made to give either oral or written notice of a special meeting to each Committee member at least three days (but in the event of an emergency, 24 hours) before the time fixed for the meeting. Adequate notice of a special meeting shall be deemed to have been given to a member if such effort is made, even though the member concerned does not actually receive notice. The propriety of holding any meeting which is attended by all Committee members may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.

15. Owners Meetings. The annual meeting of the Unit Owners shall be held at 7:00 p.m. on the second Monday in February of each calendar year, unless otherwise determined by the Management Committee. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall, be at a location in Salt Lake County, Utah specified in the notice of meeting. At least 10 but not more than 30 days before the date of the annual meeting, a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at the latest address for such person appearing in the records of the Committee at the time of delivery or mailing. Such notice shall state the time, place, and general purpose of the meeting.

Special meetings of the Owners may be called by the President, by any two members of the Committee, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least 2 but not more than 30 days before the date set for a special meeting, written notice thereof shall be given in the manner described in the immediately preceding Paragraph.

No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice. The presence of Owners entitled to cast a majority of all the undivided ownership interest in the Project shall constitute a quorum for the transaction of business at any Owners meeting. In the event a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than 48 hours, and no later than 30 days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. The presence of Owners entitled to

cast 25% of all the undivided ownership interest in the Project shall constitute a quorum at the rescheduled meeting. Notwithstanding the foregoing provisions of this Paragraph, however, in any case in which the Act or this Declaration requires the affirmative vote of at least a specified percentage of the Project's undivided ownership interest for authorization or approval of a matter, the presence of Owners entitled to cast such percentage shall be necessary to constitute a quorum at any meeting (whether original or rescheduled) at which action on such matter is taken.

16. Voting -- Multiple Ownership. The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest which is then appurtenant thereto. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

17. List of Unit Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Committee shall maintain up-to-date records showing: (i) the name of each person who is an owner, the address of such person, and the Unit which is owned by him; (ii) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Unit which is encumbered by the Mortgage held by such person or entity; and (iii) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Unit which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Committee may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Committee 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 an Owner shall be deemed to be the address of the Unit owned by such person unless the Committee is otherwise advised.

18. Limitation on Improvements by Unit Owners. No Unit Owner shall make any improvement to or alteration in any of the Common Areas and Facilities without the express written consent of the Management Committee.

19. Existing Capital Improvements and Additional Capital Improvements. Without any additional approval, the Management Committee may spend that money necessary to properly maintain, repair and replace the capital improvements and assets included in the original design

and construction of the Project (the "Existing Capital Improvements"); provided, however, any major repair or renovation of a single Existing Capital Improvement the cost of which will exceed twenty-five percent (25%) of the Annual Operating Budget in any given fiscal year prior to being commenced must be approved by the affirmative vote of at least a majority of the undivided ownership interest in the Project. For purposes of this section, the term "Existing Capital Improvement" shall be deemed to include all existing structures, buildings, office building, building exteriors, foundations, columns, girders, beams, supports, main walls, streets and street lighting, pools and pool areas, bathhouse and dressing areas, concrete steps, stairs, sidewalks, walkways, patios, porches, balconies, decks, private yard areas, carports, roofs, equipment and storage shed, monument, parking areas, common utility systems, ponds, water features, fencing, community facilities and landscaping.

Additional Capital Improvements which do not materially alter the nature of the Project and cost no more than fifteen percent (15%) of the Annual Operation's Budget (the "Spending Limit") may be authorized by the Management Committee without any additional approval. Additional Capital Improvements which will materially alter the nature of the Project or which exceed the Spending Limit, prior to being constructed, must be authorized by the affirmative vote of at least a majority of the undivided ownership interest in the Common Areas and Facilities. The term "Additional Capital Improvement" shall mean and refer to a significant fixed physical asset not included in its original design or construction of or an asset added to the Project prior to the recordation of this amendment, intended to enhance, upgrade and improve the utility, value or beauty of the Common Areas or Facilities.

The property manager shall prepare a Table of Capital Improvements and Capital Improvement Expenses (the "Table"), which shall contain a list of foreseeable expenditures for capital improvements. The Table shall be included in every annual budget and it shall be reviewed and updated at least annually. Reasonable reserve accounts shall be established by the Committee to pay for the replacement of capital assets as they age or wear-out.

20. Operation and Maintenance. The Management Committee shall, as a portion of the Common Expenses, pay for, or provide for payment of, all utility services furnished to the Project which are not separately metered and billed to individual Units by the utility or other party furnishing such service. Except as otherwise provided in the balance of this Section or in Section 10 of this Article III, the Committee shall provide for such maintenance and operation of the Common and Limited Common Areas and Facilities as may be reasonably necessary to make them appropriately useable in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair. Without limiting the breadth of the foregoing, the Committee shall provide for maintenance and cleaning of any storm water catch basins within the Project on a weekly basis or more often if the circumstances so require.

21. Special Assessments. In addition to the annual assessments authorized above, the Management Committee may authorize in any given year a Special Assessments payable over such time as the Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or other expense incurred or to be incurred by the Association. 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 of the Declaration. Any amounts assessed pursuant hereto shall be assessed to the Unit Owners in proportion to their respective percentages of undivided ownership interest in the Project. Provided, however:

a) Committee Based Assessment. So long as the Special Assessment does not exceed the sum of Two Hundred and No/100ths Dollars (\$200.00) (the "Special Assessment Limit") per Unit in any one fiscal year, the Committee may impose the Special Assessment without any additional approval.

b) Association Approval. Any Special Assessment which would exceed the Special Assessment Limit shall be effective only if approved by a majority of the undivided ownership interest in the Common Areas and Facilities.

c) Payment. The Management Committee in its sole discretion shall determine the time and method of payment.

d) Notice. Notice in writing of the amount of such special assessment 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.

22. Individual Assessments. In addition, individual assessments may be levied by the Management Committee against a Unit and its Owner to pay or reimburse the Association for:

a) costs and expenses incurred in enforcing or construing the Project Documents;

b) costs and expenses associated with the maintenance, repair or replacement of Common Area and Facilities for which the Unit Owner is responsible;

c) and expenses incurred by the Management Committee or its staff in producing, procuring, photocopying or delivering copies of the Association's books and records requested by a Unit Owner;

d) any other charge, fee, fine, due, expense, or other cost designated as an individual assessment in either the Project Documents; and

e) attorneys' fees, interest, late fees, service fees, court costs, and other charges relating thereto as provided in the Project Documents.

23. Payment of Expenses. Before January 15 of each year the Committee shall prepare a budget which sets forth an itemization of the Committee Expenses which are anticipated for the 12-month period commencing with the following March 1. Such budget shall take into account any deficit or surplus realized during the current fiscal year and such sums as may be necessary to fund the reserve required under the second Paragraph of this Section. The total of such expenses shall be apportioned among all the Units on the basis of their respective appurtenant percentages of undivided ownership interest. Prior to the tenth (10th) day of each month during the fiscal year covered by the budget, each Unit Owner shall pay to the Committee as his share of the Common Expenses one-twelfth of the amount so attributable to apportioned to his Unit. If the aggregate of monthly payments attributable to all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Units may be altered by the Committee so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Unit during a 12-month period be determined on the basis of its appurtenant undivided ownership interest as it may from time to time be adjusted in accordance with this Declaration.

The Committee shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Areas and Facilities and those Limited Common Areas which the Committee is obligated to maintain. Such fund shall be maintained in a federally insured and reasonably liquid, interest bearing account as determined by the Management Committee.

24. Remedies for Nonpayment. Should any Unit Owner fail to pay when due his share of the Common Expenses, the delinquent payment shall bear interest at the rate of eighteen percent (18%) per annum and the Committee may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Expense assessments. Regardless of the terms of any agreement to the contrary, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any Owner of the Unit concerned or against the Unit itself. The personal obligation of an Owner to pay his share of the Common Expenses shall not pass to successors in title unless assumed by them. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and reasonable attorneys' fees. In the event of foreclosure, after institution of the action the Committee shall, without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned.

25. Management Committee Liability. No member of the Management Committee shall be liable to the Unit Owners for any mistake of judgment, for negligence, or on other grounds, except for such member's own individual and willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Management Committee from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Owners, unless such contract was made in bad faith or contrary to the provisions of the Act or this Declaration. The liability of any Unit Owner arising out of any contract made by the Management Committee or out of the indemnification provision set forth in the foregoing portion of this Section shall be limited to the total liability concerned multiplied by such Owner's undivided ownership interest in the Common Areas.

26. Hazard Insurance. The Management Committee shall at all times maintain in force, and pay the premiums for, hazard insurance meeting the following requirements:

(i) A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Project, including: Common Areas and Facilities; Limited Common Areas; Units; fixtures, building service equipment, personal property, and supplies comprising a part of the Common Areas and Facilities or owned by the Management Committee or the Owners Association; and fixtures, equipment, or other property comprising a part of or located within any Unit and which are of a class typically encumbered by Mortgages held by the Federal National Mortgage Association (hereinafter, "FNMA") or other similar institutional Mortgage investors; but excluding land, foundations, excavation, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity condominium insurance coverage. As a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to condominium projects similar to the Project in construction, location and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100 %) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage.

(ii) If a steam boiler is or comes to be in operation in the project, there shall be maintained a policy of insurance providing coverage against loss or damage resulting from steam boiler equipment accidents in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per accident per location or such later amount as deemed prudent based on the nature of the Project.

(iii) If the Project is or comes to be situated in an area identified by the Secretary of

Housing and Urban Development as having special flood hazards and in which flood insurance is available under the National Flood Insurance Program ("NFIP"), a "master" or "blanket" policy of flood insurance shall be maintained covering the Buildings and any other property covered by the required form of policy (hereinafter, "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under NFIP for all Buildings and Insurable Property within any portion of the Project located within a designated flood hazard area; or (2) the greater of one hundred percent (100%) of current replacement cost of all such Buildings and Insurable Property or the outstanding balance of the loans guaranteed by the Veterans Administration and secured by any portion of the Project. Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator.

(iv) The name of the insured under each policy required to be maintained by the foregoing items (i), (ii), and (iii) shall be set forth therein substantially as follows: "Association of Unit Owners of the San Francisco Condominium Project for the use and benefit of the individual Owners." [Said Owners shall be designated by name, if required.] Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Unit Owners. Loss payable shall be in favor of the Owners Association (or Insurance Trustee), as a trustee for each Unit Owner and each such Owner's Mortgagee. Each Unit Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy in the percentage of such Owner's undivided ownership interest in the Common Areas and Facilities. Evidence of insurance shall be issued to each Unit Owner and Mortgagee upon request.

(v) Each policy required to be maintained by the foregoing items (i), (ii), and (iii) shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private Institutional Mortgage investors in the area in which the Project is located. If FNMA is a holder of one or more Mortgages on Condominium Units within the Project, such mortgage clause shall name FNMA or FNMA's servicer of such Mortgages as Mortgagee. If FNMA's servicer is named as mortgagee in such mortgage clause, such servicer's name shall be followed therein by the phrase "its successors and assigns". In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.

(vi) Each policy required to be maintained by the foregoing items (i), (ii), and (iii) shall provide for the following: recognition of any insurance trust agreement; a waiver of the right

of subrogation against Unit Owners individually; the insurance is by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and the policy is primary in the event the Unit Owner has other insurance covering the same loss. The requirements stated in this item (vi) are generally provided by the insurer in the form of a "Special Condominium Endorsement" or its equivalent.

(vii) Each policy required to be maintained by the foregoing items (i), (ii), and (iii) shall also contain or provide the following (1) "Agreed Amount and Inflation Guard Endorsement", if available; and (2) "Construction Code Endorsements" (such as a "Demolition Cost Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement" and an "Increased Cost of Construction Endorsement"), if the Project is subject to a construction code provision which would become operative upon Partial or Substantial Destruction and require changes to undamaged portions of the Building(s), thereby imposing significant costs in the event of such Destruction of the Project by an insured peril.

25. Fidelity Bonds. The Management Committee shall at all times maintain in force and pay the premiums for, "blanket" fidelity bonds for all officers, members, and employees of the Committee and the Association and for all other persons handling or responsible for funds of or administered by the Committee or the Association. Furthermore, where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Committee or the Association. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Committee, the Association, or the management agent, as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than the greater of: (i) a sum equal to three months' aggregate assessments on all Condominium Units plus reserve funds; and (ii) a sum equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Project. The bonds required shall meet the following additional requirements: (1) the fidelity bonds shall name the Committee and the Owners Association as obligees; (2) the bonds shall contain waivers by the Issuers of the bonds of all defenses based upon the exclusion of persons without compensation from the definition of "employees", or similar terms or expressions; (3) the premiums on all bonds required herein for the Committee and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Committee or the Association as part of the Common Expenses; and (4) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Committee and the Association, to any Insurance Trustee, and to each servicer of loans on behalf of FNMA.

26. Liability Insurance. The Management Committee shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, public ways in the Project, if any, and commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for condominium projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, and legal liability arising out of lawsuits related to employment contracts of the Committee or the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to condominium projects similar to the Project in construction, location, and use, including but not limited to, host liquor liability, contractual and all-written contract insurance, employers liability insurance, and comprehensive automobile liability insurance. Such policy shall provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

27. Insurance Trustees and General Requirements Concerning Insurance. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Committee and the Association, the Association's authorized representative, including any trustee with whom the Committee and the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Unit Owner hereby appoints the Committee, or any Insurance Trustee or substitute Insurance Trustee designated by the Committee, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Committee, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for Unit Owners and their mortgagees, as their interests may appear.

Each insurance policy maintained pursuant to the foregoing Sections shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Key Rating Guide of Class VI or better. No such policy shall be maintained where: (i) under the terms of the carrier's charter, bylaws, or policy, contributions

may be required from, or assessments may be made against, a Unit Owner, a borrower, a Mortgagee, the Management Committee, the Association of Unit Owners, FNMA, or the designee of FNMA; (ii) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members' or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Committee, the Association, a Unit Owner, FNMA, or the borrowers) from collecting insurance proceeds. The provisions of this Section 27 and of the foregoing Sections 24, 25, and 26 shall not be construed to limit the power or authority of the Management Committee or Association of Unit Owners to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such form as the Management Committee or Association may deem appropriate from time to time.

28. Destruction, Condemnation, and Obsolescence. The provisions of this Section 28 and of the following Sections 29 through 32 shall apply with respect to the destruction, condemnation, or obsolescence of the Project. As used in such Sections each of the following terms shall have the meaning indicated:

(a) Destruction. "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of Estimated Costs of Restoration over Available Funds is twenty-five (25%) or more of the estimated Restored Value of the Project. "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

(b) Condemnation. "Substantial Condemnation" shall exist whenever a complete taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

(c) Obsolescence. "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

(d) Restoration. "Restoration" shall mean restoration of the Project, to the extent reasonably possible, in accordance with the Declaration, the Survey Map, and the original plans and specifications for the Project and to a condition the same or substantially the same as the condition in which the Project existed prior to the damage or destruction concerned;

and to the extent not so possible, "Restoration" shall mean restoration of the Project to an attractive, sound, and desirable condition. Any restoration not in accordance with the Declaration, the Survey Map, and the original plans and specification for the Project shall require the consent of Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees.

(e) Restored Value. "Restored Value" shall mean the value of the Project after Restoration.

(f) Estimated Costs of Restoration. "Estimated Costs of Restoration" shall mean the estimated costs of Restoration.

(g) Available Funds. "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee and Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a Mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a Condominium Unit for the condemnation or taking of the Unit in which they are interested.

29. Determination by Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Committee may retain and rely upon one or more qualified appraisers or other professionals.

30. Restoration of Project. Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent (67%) of the Project's undivided ownership interest and is further consented to by Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees. Within thirty (30) days after the

Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee. In the event the cost of Restoration exceeds Available Funds, all of the Units shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership interest in the Common Areas. In the event that all or any portion of one or more Units will not be the subject of Restoration (even though the Project will continue as a condominium project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Units in accordance with the method set forth in Section 4 of this Article III.

31. Sale of Project. Unless Restoration is accomplished in accordance with the foregoing Section, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, condominium ownership under this Declaration and the Survey Map shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Committee to the Owner's proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

32. Authority of Committee to Represent Owners in Condemnation or to Restore or Sell. The Committee as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Areas and Facilities. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Condominium Unit therein wherever Restoration on sale, as the case may be, is undertaken as hereinabove provided. Such authority shall include the right and power to enter into any contracts, instruments which may be necessary or appropriate for Restoration or sale, as the case

may be.

33. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or a meeting, consents in writing to such transaction from Unit Owners collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this Section:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) Any change in ownership of a Condominium Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

(c) Unless the consent of all Owners having an interest in the some Unit is secured, the consent of none of such Owners shall be effective.

34. Mortgagee Protection. The lien or claim against a Condominium Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date such assessments or charges become due.

The lien or claim against a Condominium Unit for such unpaid assessments or charges 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 a subordinate lien for such assessments or charges which become payable prior to such sale or transfer. Nevertheless, any such unpaid assessment or charges which are extinguished in accordance with the foregoing may be reallocated and assessed to all Condominium Units as Common Expenses. Any such sale or transfer pursuant to a foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such unit from the lien of, any assessments or charges becoming due thereafter.

The Committee or the Association shall make available to Unit Owners, to lenders, and to holders, insurers, and guarantors of any Mortgage current copies of this Declaration, the Survey Map any Association bylaws and other rules concerning the Project, and the books, records, and financial statements of the Committee and the Association. "Available," as used in this Paragraph, shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

Any holder, insurer or guarantor of any Mortgage shall be entitled upon written request, to an audited financial statement for the immediately preceding fiscal year free of charge to the party so requesting. Any financial statement requested shall be furnished to the requesting party within a reasonable time following such request.

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 Unit 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 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:

- (a) Any condemnation loss or any casualty loss which effects a material portion of the Project or any Condominium Unit on which there is a Mortgage hold, insured, or guaranteed by such Eligible Mortgage or such Eligible Insurer or Guarantor.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Condominium Unit subject to a Mortgage held, insured or guaranteed by such Eligible Mortgagee or such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of 60 days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgages as specified above.

The right of any Unit Owner to sell, transfer, or otherwise convey his Condominium Unit shall not be subject to any right of first refusal or similar restriction.

All leases or rental agreements for Condominium Units shall be in writing and specifically subject to the provisions, restrictions, and requirements of the Declaration, the Association bylaws (if any), and the Survey Map. No Condominium Unit may be leased or rented for a period of less than six (6) months. Neither the Committee nor the Association shall create or enforce any other restriction relating to the term of a lease or rental agreement of any Condominium Unit in the Project.

35. Amendment. Except as provided in and/or subject to the terms of items (a) through (e) below, the vote of at least 67% of the undivided ownership interest in the Common Areas and Facilities shall be required and shall be sufficient to amend this Declaration or the Record of

Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained. The foregoing right of amendment shall, however, be subject to the following:

(a) The consent of Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least 67% of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project as a condominium.

(b) The consent of Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least 51% of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees shall be required to add to or amend any material provision of this Declaration or the Survey Map which establishes, provides for, governs, or regulates any of the following: (i) voting (ii) assessments, assessment liens, or subordination of liens, (iii) reserves for maintenance, repair, and replacement of the Common Areas and Facilities; (iv) insurance or fidelity bonds; (v) rights to use of the Common Areas and Facilities; (vi) responsibility for maintenance and repair of the several portions of the Project; (vii) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (viii) the boundaries of any Unit; (ix) the interests in the Common Areas and Facilities or Limited Common Areas (x) convertibility of Units into Common Areas or of Common Areas into Units; (xi) leasing of Condominium Units; (xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Condominium Unit; (xiii) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and (xiv) the requirement that the Project be professionally managed rather than self-managed. An addition or amendment shall not be considered material for purposes of this Paragraph (d) if it is for the purpose of to correcting technical errors or for clarification only. Any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Survey Map (or to approve a decision of the Owners and/or the Committee with respect to the nature of Restoration hereunder or a decision not to undertake Restoration pursuant hereto) is mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association and who does not deliver to the Committee or the Association a negative response within 30 days from the date of such mailing shall be deemed to have approved such request.

(c) The consent of the Veterans Administration, as per applicable regulations of the Veterans Administration, shall be required to add to or amend any material provision of this Declaration or the Survey Map which establishes, provides for, governs, or regulates any

of the following: (i) termination of the legal status of the Project as a condominium; (ii) insurance or fidelity bonds; (iii) convertibility of Units into Common Areas or of Common Areas into Units; (iv) leasing of Condominium Units; and (v) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Condominium Unit.

The consent requirements set forth in the foregoing items (a), (b), and (c) of this Section shall not be applicable to amendments to this Declaration and the Survey Map or to termination of the legal status of the Project as a condominium if such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence.

36. Declarant's Rights Assignable. Declarant's rights hereunder were assigned to the Association and are assignable.

37. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way and so affect the manner in which any provision hereof is construed. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

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

39. Enforcement. The Association, the Management Committee, and any aggrieved Unit Owner shall have a right of action against the Association, the Committee, or any Unit Owner for any failure by such person or entity to comply with this Declaration, the Survey Map, or the provisions of any rules, regulations, agreements, instruments, supplements, amendments, or determinations.

40. 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, although the Unit Owners and residents shall be given at least thirty (30) days prior written notice of any change in policy. In addition:

a. 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.

b. Release, Waiver & Indemnity. By accepting a deed or other document of conveyance to a Unit, each Owner hereby expressly waives, releases and forever discharges, and further agrees to indemnify, save and hold the Association, Management Committee and members of the Management Committee harmless against any and all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability, losses and damages of any nature whatever as it relates to the creation or maintenance of a nuisance arising out of the smoking of tobacco products in, on or about the Project, including but not limited to any claim that the Association or Management Committee abate or attempt to abate any nuisance caused or allegedly caused by smoking tobacco products.

c. Reservation of Right of Action. Anything to the contrary notwithstanding, the right of action of a Unit Owner or resident created by Utah Code Annotated, Section 78-38-1 (1997) against another Unit 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 (i) do not impair the structural integrity of the buildings or improvements, (ii) do not materially alter the nature of the Project, (iii) do not damage another Unit, (iv) are completed consistent with the final plans and specifications, which must be approved in writing by the Management Committee in advance; and (v) are paid for by the Unit Owner or resident.

d. Delivery of Copy of Project Documents to Purchaser or Resident. By accepting a deed or other document of conveyance to a Unit, each Unit Owner promises and agrees, when he sells, rents or leases his Unit, to deliver a copy of the Declaration, By-Laws, and Rules and Regulations to the buyer, renter, tenant, lessee or resident, and further promises to ask said person to sign the "Second Hand Smoke Waiver" in the form of Exhibit "C" attached hereto

and incorporated herein by this reference.

41. Attorney's Fees. If any action is brought to enforce or construe the Declaration and By-Laws, or to enjoin any other illegal or unlawful activity, then the prevailing party shall be entitled to recover from the non-prevailing party all of his attorney's fees and costs, regardless of whether a lawsuit is filed.

42. Agent for Service of Process. The President of the Association is the person to receive service of process in the cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent.

43. Effective Date. This Declaration, an amendment or supplement hereto, any any amendment or supplement to the Survey Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

DATED the day and year first above written.

SAN FRANCISCO HOMEOWNERS ASSOCIATION

By: W. Arthur Roberts, Jr.
Title: W. ARTHUR ROBERTS, JR., President

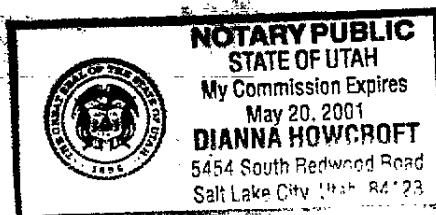
By: Gordon Gentile
Title: GORDON GENTILE, Vice President

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

On this 22 day of January 1998, personally appeared before me W. ARTHUR ROBERTS, JR. and GORDON GENTILE, who being by me duly sworn did say that they are the President and Vice President, respectively of the SAN FRANCISCO HOMEOWNERS ASSOCIATION, that the foregoing Amended and Restated Declaration of Condominium was signed on behalf of said Association by authority of a resolution of its Board of Trustees, and said individuals did acknowledge that said Association executed the foregoing Declaration of Condominium.

Dianna Howcroft
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires:
5/20/01



BK7863PG2696

EXHIBIT "A"
 To
 AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
 OF THE
 SAN FRANCISCO CONDOMINIUM PROJECT

[An Expandable Condominium]

<u>Unit No.</u>	<u>Building No.</u>	<u>Size</u>	<u>Ownership Percentage</u>
1	A	540	.35
2	A	540	.35
3	A	920	.60
4	A	900	.51
5	A	720	.47
6	A	720	.47
7	A	730	.47
8	A	800	.52
9	A	730	.47
10	A	800	.52
11	B	720	.47
12	B	720	.47
13	B	730	.47
14	B	800	.52
15	B	730	.47
16	B	800	.52
17	B	900	.59
18	B	900	.59
19	B	920	.60
20	C	540	.35
21	C	540	.35
22	C	900	.59
23	C	900	.59
24	C	800	.52
25	C	730	.47
26	C	800	.52

27	C	730	.47
28	C	720	.47
29	C	720	.47
30	D	920	.60
31	D	920	.60
32	D	800	.52
33	D	730	.47
34	D	800	.52
35	D	730	.47
36	D	540	.35
37	D	540	.35
38	E	900	.59
39	E	900	.59
40	E	800	.52
41	E	730	.47
42	E	800	.52
43	E	730	.47
44	E	920	.60
45	E	920	.60
46	F	720	.47
47	F	720	.47
48	F	920	.60
49	F	540	.35
50	F	540	.35
51	G	540	.35
52	G	540	.35
53	G	900	.59
54	G	900	.59
55	G	920	.60
56	G	720	.47
57	G	720	.47
58	H	540	.35
59	H	540	.35
60	H	920	.60
61	H	920	.60
62	H	800	.52
63	H	730	.47
64	H	800	.52
65	H	730	.47
66	H	540	.35

67	H	540	.35
68	I	540	.35
69	I	540	.35
70	I	900	.59
71	I	900	.59
72	I	920	.60
73	I	820	.53
74	I	820	.53
75	J	820	.53
76	J	820	.53
77	J	920	.60
78	J	800	.52
79	J	730	.47
80	J	800	.52
81	J	730	.47
82	J	920	.60
83	J	920	.60
84	J	820	.53
85	J	820	.53
86	K	720	.47
87	K	720	.47
88	K	800	.52
89	K	730	.47
90	K	800	.52
91	K	730	.47
92	K	920	.60
93	K	900	.59
94	K	900	.59
95	L	920	.60
96	L	920	.60
97	L	920	.60
98	L	900	.59
99	L	900	.59
100	L	540	.35
101	L	540	.35
102	M	920	.60
103	M	730	.47
104	M	800	.52
105	M	730	.47
106	M	800	.52

107	M	540	.35
108	M	540	.35
109	N	720	.47
110	N	720	.47
111	N	730	.47
112	N	800	.52
113	N	730	.47
114	N	800	.52
115	N	900	.59
116	N	900	.59
117	N	540	.35
118	N	540	.35
119	O	720	.47
120	O	720	.47
121	O	900	.59
122	O	900	.59
123	O	540	.35
124	O	540	.35
125	P	920	.60
126	P	920	.60
127	P	900	.59
128	P	900	.59
129	P	820	.53
130	P	820	.53
131	Q	820	.53
132	Q	820	.53
133	Q	900	.59
134	Q	900	.59
135	Q	730	.47
136	Q	800	.52
137	Q	730	.47
138	Q	800	.52
139	Q	900	.59
140	Q	920	.60
141	Q	540	.35
142	Q	540	.35
143	R	540	.35
144	R	540	.35
145	R	920	.60
146	R	920	.60

147	R	900	.59
148	R	900	.59
149	R	730	.47
150	R	800	.52
151	R	730	.47
152	R	800	.52
153	R	720	.47
154	R	720	.47
155	S	720	.47
156	S	720	.47
157	S	900	.59
158	S	900	.59
159	S	820	.53
160	S	820	.53
161	T	720	.47
162	T	720	.47
163	T	920	.60
164	T	920	.60
165	T	730	.47
166	T	800	.52
167	T	730	.47
168	T	800	.52
169	T	900	.59
170	T	900	.59
171	T	920	.60
172	T	920	.60
173	T	540	.35
174	T	540	.35
175	U	540	.35
176	U	540	.35
177	U	900	.59
178	U	900	.59
179	U	730	.47
180	U	800	.52
181	U	730	.47
182	U	800	.52
183	U	920	.60
184	U	820	.53
185	U	820	.53
186	V	920	.60

187	V	730	.47
188	V	800	.52
189	V	730	.47
190	V	800	.52
191	V	720	.47
192	V	720	.47
193	W	920	.60
194	W	800	.52
195	W	730	.47
196	W	800	.52
197	W	730	.47
198	W	720	.47
199	W	720	.47

EXHIBIT "B"
(Legal Description)

The land referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

PHASE ONE

Beginning at a point on the North right-of-way line of 5400 South Street, said point being North 89°53'30" East 1492.99 feet, and North 0°03'00" West 59.38 feet and South 88°25'10" East 139.06 feet and North 89°52'12" East 328.96 feet from the South Quarter Corner of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°05'32" East 178.18 feet; thence North 60°00' East 36.44 feet; thence North 0°05'32" East 91.88 feet; thence South 89°54'28" East 52.27 feet; thence North 0°05'32" East 153.49 feet; thence North 89°55'00" East 188.76 feet to a point on the West right-of-way line of a Salt Lake county road; thence South 27°03'00" East along said West right-of-way line 494.53 feet to an existing fence corner; thence North 89°46'00" West along an existing fence line 56.27 feet; thence South 04°24'00" East 0.76 feet to the North right-of-way line of 5400 South Street; thence South 89°52'12" West along said North right-of-way line 441.956 feet to the point of beginning.

PHASE TWO

Beginning at a point on the North right-of-way line of 5400 South Street; said point being North 89°53'30" East 1492.99 feet and North 0°03'00" West 59.88 feet from the South Quarter Corner of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian; running thence North 0°03'00" West 501.80 feet; thence North 89°55'00" East 709.02 feet to the West right-of-way line of a Salt Lake County road; thence South 27°03'00" East along said West right-of-way line 71.81 feet; thence South 89°55'00" West 188.76 feet; thence South 0°05'32" West 153.49 feet; thence North 89°54'28" West 52.27 feet; thence South 0°05'32" West 91.88 feet; thence South 60°00'00" West 36.44 feet; thence South 0°05'32" West 178.18 feet to a point on the North right-of-way line of 5400 South Street; thence South 89°52'12" West 328.96 feet along said North right-of-way line; thence North 88°25'10" West 139.06 feet along said North right-of-way line to the point of beginning.

POOR COPY
CO. RECORDER

9K7863PG2703

EXHIBIT "C"

SECOND HAND SMOKE DISCLOSURE & ACKNOWLEDGMENT

COMES NOW the undersigned and acknowledges that (a) s/he has been given a copy of the San Francisco Condominiums Declaration and Rules & Regulations, (b) s/he has been informed that the SAN FRANCISCO CONDOMINIUM PROJECT in SALT LAKE COUNTY, UTAH does NOT prohibit smoking or the use of tobacco products, (c) that smoke may drift into the Unit s/he is renting, leasing, purchasing or occupying, and (d) s/he waives any right to a cause of action for nuisance under U.C.A., Sections 78-38-1 et. seq. (1997).

DATED this ___ day of _____, _____.

