

Recorded at Request of A.T. Johnson 3276 So 3690 W.  
at 1250 P Fee Paid \$ 11.00 KATHIE L. DIXON, Recorder, 560 84120  
Salt Lake County, Utah, By Cheryl Warrington Dept. Date OCT 26 1976

PROPOSED

BY-LAWS OF

ROGERS MINI-WAREHOUSE CONDOMINIUM

2869810

A CONDOMINIUM PROJECT

ARTICLE I

Plan of Unit Ownership

Section 1. Unit Ownership. The property located in Salt Lake County, State of Utah (hereinafter called the "Condominium"), and more particularly described in the Enabling Declaration, has been submitted subject to the provisions of Utah Code Annotated, 57-8-1, et. seq. (1953) by the Declaration recorded in the office of the Salt Lake County Recorder simultaneously herewith.

ARTICLE II

Plan of Condominium Ownership

Section 1. Application of By-laws. The provisions of these By-laws are applicable to the condominium and to the use and occupancy thereof. The term "condominium" property as used herein shall include the land, the building and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of Utah Code Annotated 57-8-1, et seq. (1953).

Section 2. Application. All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the condominium in any manner are subject to these By-laws, the Declaration, and any rules and regulations pertaining to use and operation of the condominium property, which may be enacted hereafter. The acceptance of a deed or conveyance, or the entering into of a lease, or the act of occupancy of a unit shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

Section 3. Office. The office of the condominium and of the board of trustees shall be located at 3276 South 3690 West, Granger, Utah, or at such other address as shall be established by the Trustees.

ARTICLE III

Membership, Voting, Majority of Owners, Quorum, Proxies

Section 1. Membership. Every beneficial owner of a condominium unit within the project (as distinguished from a security owner) shall automatically become a member of the Association upon acquiring ownership; the Association shall have one class of members only, and the rights, interests and privileges of each member in good standing shall be equal as to each unit owned.

Section 2. Certificate of Membership. The Board of Trustees may, in its discretion, issue Certificates of Membership in such form as the Board of Trustees may direct. If so issued, each Certificate shall be signed by the President or Vice President and countersigned by the Secretary, and express on its face the

BOOK 4381 PAGE 224

number of the condominium storage unit, the date of issuance, the person to whom it was issued, and shall contain a statement of the property rights, interests and obligations of the membership evidenced by such Certificate. The membership represented by the Certificate shall be transferred only with the unit described in said Certificate; upon any such transfer the Certificate shall be marked "cancelled on the books of the Association," and a new Certificate of ownership may thereupon be issued to the transferee.

Section 3. Voting. Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is 4-1/6 percent of each unit; voting at meetings shall be by voice vote, except that Trustees shall be elected by secret ballot. Cumulative voting shall be required.

Section 4. Majority of Owners. The term "majority of owners," as used in these By-laws shall mean those owners holding fifty percent (50%) plus one of the votes in accordance with the percentages assigned in the Declaration.

Section 5. Quorum. The presence in person or by proxy of a "majority of owners" as defined in Section 4 of this Article shall constitute a quorum, except as otherwise provided in these By-laws.

Section 6. Proxies. Votes may be cast in person or by proxy, but all proxies must be filed with the Secretary before the appointed time of each meeting.

#### ARTICLE IV

##### Administration

Section 1. Association Responsibilities. The Association shall have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Trustees.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held November 30, 1976, or within sixty (60) days following the sale of fifty-one percent (51%) of the storage units, whichever shall occur first. Thereafter, the annual meetings of the Association shall be held on the last Monday of November each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Trustees in accordance with the requirements of Section 5 of Article V of these By-laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meeting. It shall be the duty of the Manager of President to call a special meeting of the owners as directed by resolution of the Board of Trustees or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record at the last address supplied to the Secretary by each owner, not less than seven (7) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Waiver of Notice. Before or at any meeting of the Association any owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by an owner at any meeting of the Association shall be a waiver of notice by him of the time and place thereof. If all the owners are present at any meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

Section 7. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the owners may be taken without a meeting if authorized by a written document signed by all of the owners who would be entitled to vote at a meeting for such purpose and filed with the Secretary.

## ARTICLE V

### Board of Trustees

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Trustees composed of not more than five (5) persons, and not less than three (3) persons. The initial Board of Trustees shall consist of three (3) persons.

Section 2. Powers and Duties. The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-laws directed to be exercised and done by the owners. The powers of the Board of Trustees shall include but not be limited to the following:

- (a) Enforce the provisions of the Declaration, By-laws, rules, regulations and other agreements;
- (b) Contract for and pay fire, casualty, liability, and other insurance protecting the condominium owners or the Association;
- (c) Contract for and pay maintenance, utilities, materials and supplies, and services relating to the common areas and to employ personnel necessary for the operation of the project, including legal and accounting services;
- (d) Pay taxes and special assessments which are or would become a lien on the entire project or common areas;
- (e) Pay for reconstruction of any portion or portions of the project damaged or destroyed which are to be rebuilt;
- (f) Delegate its powers;

(g) Enter into any unit when necessary in connection with maintenance or construction for which the Association is responsible.

Section 3. Other Duties. In addition to duties imposed by these By-laws or by resolutions of the Association, the Board of Trustees shall be responsible for the following:

(a) Care, upkeep, and surveillance of the project and the common areas and facilities;

(b) Collection of periodic and special assessments from the owners; and

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common areas and facilities.

Section 4. Management Agent. The Board of Trustees may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. The first Board of Trustees shall serve for a term of two (2) years. Thereafter the term of Trustees shall be one year. The Trustees shall hold office until their successors have been elected and shall qualify and have attended their first meeting.

Section 6. Vacancies. Vacancies in the Board of Trustees caused by any reason other than the removal of a Trustee by a vote of the Association shall be filled by vote of the majority of the remaining Trustees, even though they may constitute less than a quorum; and each person so elected shall be a Trustee until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Trustees. At any regular or special meeting of owners duly called, any one or more of the Trustees may be removed with or without cause by eighty percent (80%) vote of those present, and a successor may then and there be elected to fill the vacancy created. Cumulative voting shall be required.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Trustees shall be held within ten (10) days of the date of the election at such place as shall be fixed by the Trustees at the meeting at which such Trustees were elected, and no notice shall be necessary to the newly elected Trustees in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place as shall be determined, from time to time, by a majority of the Trustees but at least two such meetings shall be held during each fiscal year; notice of regular meetings of the Board of Trustees shall be given to each Trustee, personally or by mail, not less than seven (7) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Trustees may be called by the President on three (3) days notice to each Trustee, given personally or by mail, which notice shall state the time, place and purpose of the meeting; special meetings of the Board of Trustees shall be called by

the President or Secretary in like manner and on like notice on the written request of at least two (2) Trustees.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Trustees any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Trustees Quorum. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If, at any meeting of the Board of Trustees, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Action Without Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

#### ARTICLE VI

##### Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice-President, and a Secretary-Treasurer, all of whom shall be elected by and from the Board of Trustees.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Trustees at the organization meeting of each Governing Board and shall hold office at the pleasure of the Governing Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Trustees, or any special meeting of the Governing Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Association and of the Board of Trustees; he shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act; if neither

BOOK 4381 PAGE 228

the President nor the Vice-President is able to act, the Board of Trustees shall appoint some other member of the Board to so do on an interim basis; the Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Trustees.

Section 6. Secretary. The Secretary shall keep the Minutes of all meetings of the Board of Trustees and the Minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Trustees may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; he shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Trustees.

#### ARTICLE VII

##### Obligation of the Owners

###### Section 1. Assessments.

(a) All owners are obligated to pay annual, quarterly, or monthly (and any special) assessments imposed by the Association for the purpose of paying the expenses of the Association, which expenses may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of fire. The assessments shall be made pro rata according to the proportionate shares of each condominium owner as set forth in Section 1 of the Declaration. No later than thirty (30) days prior to the beginning of each fiscal year, as determined for accounting purposes, the Association shall estimate the total charges to be assessed against each condominium. Each owner thereof shall thereafter pay to the Association his assessment in installments, each installment to be paid on or before the tenth (10th) day of the month when due. In the event the Association shall determine that the estimate of the total charges for the current year is, or will become, inadequate to meet all expenses of the project for any reason, including nonpayment of any owner's assessment on a current basis, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the total charges to be assessed against each condominium. The Association may, at its discretion, prorate any such supplemental assessment between the remaining months of the fiscal year, or immediately levy a special assessment against each condominium. Each installment shall become delinquent if not paid on or before the tenth (10th) day of the month when due.

(b) Delinquency. If any assessment shall not be paid within ten (10) days after the due date, the Trustees or their designated agent may commence action in any appropriate court for recovery of the amount of the delinquent assessment or assessments against the owner, who shall pay costs and attorneys' fees.

(c) Lien for Assessments. In addition to other remedies available, the Trustees may declare a lien against the unit owned by any owner, which shall be evidenced by a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the unit owner, and the legal description of the unit and the real property upon which the units have been constructed, which may be recorded in the office of the County Recorder of Salt Lake County, Utah, and a copy shall also be mailed to the unit owner at his last known address. Such lien may be enforced by judicial foreclosure by the Trustees or their agent in the same manner as a mortgage foreclosure, in which the unit owner shall be required to pay costs and expenses, including attorneys' fees, all of which shall be secured by the lien.

Section 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own storage unit which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for all damages and liabilities that are caused by his failure to do so.

(b) All the repairs of internal installations of the storage unit, such as doors, lamps, and all other accessories belonging to the storage unit area, shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element and facility damaged through fault of an owner.

Section 3. Use of Storage Units - Internal Changes.

(a) All units shall be utilized for storage and related purposes and uses approved by the Board of Trustees.

(b) An owner shall not make structural modifications or alterations within his storage unit or installation located therein without previously notifying the Association in writing through the Management Agent, if any, or through the President of the Board of Trustees if no Management Agent is employed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within that time shall be deemed to be approval of the proposed modification or alteration.

Section 4. Right of Entry.

(a) Owners hereby grant entry to the Management Agent or to any other person authorized by the Board of Trustees of the Association in case of any emergency originating in or threatening his storage unit, whether the owner is present at the time or not.

Section 5. Rules of Conduct.

(a) No resident of the project shall post any advertisements or posters of any kind in or on the project except as authorized by the Association or except a sign of customary and reasonable dimensions advertising the storage unit for sale.

(b) No unit shall be used in such manner as to obstruct or interfere with the enjoyment by residents of other

units or annoy them by unreasonable noises or otherwise, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur; no noxious or offensive activity shall be carried on.

(c) In order to insure adequate aesthetic controls and to maintain the general attractive appearance of the project no owner, resident or lessee shall, at his expense or otherwise, paint or decorate, construct fences or walls, or make any alterations, additions or modifications to any part or portion of the common elements, or place or maintain any objects on or about the exterior of any building within the project except as authorized by the Association.

(d) No owner shall keep or store any explosive products or petroleum products in bulk in or about a unit or in or about any appurtenant parking space or storage area.

(e) Parking. It is intended that the common areas adjoining the opening of any unit shall be utilized primarily by the unit owner for the purpose of ingress and egress to the unit and for the purpose of loading and unloading, and that each unit owner will avoid obstructing or interfering with the access to any other unit and will in no event park in front of or interfere with access to any other unit when such access is required by the unit owner thereof, and will not permit any vehicle to remain in front of or partially in front of any other unit for a period longer than one hour, except with the written consent of such unit owner or of the Trustees or the project manager.

#### ARTICLE VIII

##### Amendments to Plan or Condominium Ownership

Section 1. By-laws. The Articles of Incorporation, these By-laws, and the Declaration referred to in Article II, Section 1 hereof, may be amended by the Association in a duly constituted meeting for such purpose or by written consent as provided in Article IV, Section 6 hereof, and no amendment shall take effect unless approved by owners representing at least seventy-five percent (75%) of the total voting interest of all condominiums in the project as shown in the Declaration, and provided further that no amendment shall take effect unless approved by:

(a) Mortgagees representing at least seventy-five percent (75%) of the total record value of all First Mortgage or Deeds of Trust (meaning any mortgage or deed of trust with first priority over other encumbrances) affecting the project (the term "mortgagee" used herein shall include the holder of any Deed of Trust); and

(b) Further provided that no amendment of the Declaration shall take effect unless it correctly refers to said Declaration by reciting the name of the Declarant, the name of the project, and the recording data of said Declaration, and further provided that no such amendment of the Declaration shall take effect until it has been duly recorded in the office of said County Recorder.

It shall be the responsibility of the Board of Trustees to mail a notice of any such amendments to all mortgagees appearing in the book entitled "Mortgagees of Condominiums" referred to in Article IX hereof; provided, however, that its failure to do so shall not invalidate any such amendment.



ARTICLE IX

Mortgagees

Section 1. Notice to Association. An owner who mortgages his condominium shall notify the Association through the Management Agent, if any, or the President of the Association in the event there is no Management Agent, of the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Condominiums." Any such owner shall likewise notify the Association as to the release or discharge of any such mortgage.

Section 2. Notice of Unpaid Assessments. The Association shall, at the request of a mortgagee of a storage unit, report any unpaid assessments due from the owner of such storage unit.

ARTICLE X

The following terms, as used in these By-laws, shall have the same meaning as are applied to such terms in the Declaration: "Project", "Condominium", "Common Areas and Facilities", and "Storage Unit".

ARTICLE XI

In case any of the By-laws conflict with any provisions of the laws of the State of Utah, such conflicting By-laws shall be null and void upon final Court determination to such effect, but all other By-laws shall remain in full force and effect.

ARTICLE XII

Records

Section 1. Records and Audits. The Board of Trustees or the Managing Agent shall keep detailed records of the actions of the Board of Trustees and the Managing Agent, minutes of the meetings of the Board of Trustees, minutes of the meetings of the unit owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Trustees to all unit owners at least annually. In addition, an annual report of the receipts and expenditures of the Association, certified by an independent certified public accountant, shall be rendered by the Board of Trustees to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE XIII

Rentals and Leases

Each unit owner in his discretion may lease or rent his storage unit. A rental service, if any, shall be provided solely through the efforts of the respective owners whose units are rented or leased. In no event, shall the Declarant, the developers or any successor in interest to the Declarant or the developers

or any entity associated with either the Declarant or the developers have any part or function in the rental or lease of any unit.

ARTICLE XIV

Indemnification of Trustees and Officers

The Association shall indemnify every trustee or officer, his heirs, executors and administrators against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a trustee or officer of the Association, or at the request of any other corporation of which he is a stockholder or creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing rule of indemnification shall not be exclusive of other rights to which he may be entitled.

These By-laws pertain to the property of the Condominium at 5850 South 300 West, Salt Lake County, Utah, more particularly described as:

Beginning at a point which is S 89°57'30" W 665.14 feet, N 89°54' W along the centerline of 5900 South Street 1934.62 feet, N 0°30' E along the centerline of the Union Pacific Railroad track and right-of-way 584.093 feet and S 89°48'30" W 61.503 feet from a monument in the intersection of 5900 South and State Streets, said monument being N 89°56'15" E 708.625 feet and S 2°15'30" W along the State Street monument line 1094.19 feet from the East 1/4 corner of Section 13, T. 2 S., R. 1 W., S.L.B. & M.; Thence S 89°48'30" W 166.53 feet; thence S 0°30' W 308.00 feet; thence N 89°48'30" E 166.53 feet; thence N 0°30' E 308.00 feet to the point of beginning.

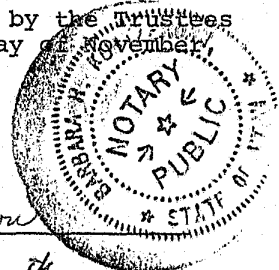
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

The foregoing By-laws will be duly adopted by the Trustees as the By-laws of said Association as of the 30th day of November, 1976.

ATTEST:

Verna B. Johnson  
Secretary



Subscribed and sworn to before me this 26<sup>th</sup> day of October, 1976.

Barbara R. Kirtgeborn  
Notary Public  
Residing at Salt Lake City, Utah

My Commission Expires:

August 4, 1976

BOOK 4381 PAGE 233