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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PLEASANT GREEN CONDOMINIUM
PO BOX 114
MAGNA UT 84044
BY: TWA, DEPUTY - WI 23 P.

2359 When Recorded Return To:

Pleasant Green Condominium
Owners Association
3210 Buena Verde Lane
Magna, UT 84044

**SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PLEASANT GREEN CONDOMINIUM**

THIS SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT GREEN CONDOMINIUM (the "Second Amendment") is entered by the Pleasant Green Condominium Owners Association, a Utah nonprofit corporation (the "Association").

RECITALS

A. The DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT GREEN CONDOMINIUM (the "Declaration") for the Association was recorded with the Salt Lake County Recorder's office on April 8, 1997, as Entry No. 6614591 in Book 7638 beginning at Page 2132.

B. An AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLEASANT GREEN CONDOMINIUM for the Association was recorded with the Salt Lake County Recorder's office on May 15, 1997, as Entry No. 6644880 in Book 7667 beginning at Page 776.

C. This Amendment affects the real property located in Salt Lake County, State of Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated herein by reference.

D. On April 3, 1997, the Association's Declarant executed the By Laws of Pleasant Green Condominium Owner's Association (the "Bylaws") attached hereto as Exhibit B. The Bylaws were not previously recorded with the Salt Lake County Recorder's office and the Owners and the Association hereby formally adopt and authorize the recording of these Bylaws. In the event that any provisions of the Bylaws conflict with the provisions of the Declaration, as amended, including by this Second Amendment, the language of the Declaration, as amended, shall control.

E. The Association desires to amend the Declaration and the Bylaws as set forth in this Second Amendment. This Second Amendment includes changes to the qualification of the Association's Board of Directors (also known as the Management Committee), the rental provisions for non-Owner occupied Units, and the reinvestment fee charged by the Association.

F. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the Declaration.

G. Pursuant to Article 16, Sections 16.3 and 16.5 of the Declaration, the undersigned hereby certifies that this Amendment was approved by at least sixty-seven percent (67%) of the total votes in the Association present in person or by proxy at a meeting of the Association held on _____, 201__.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, the Association hereby executes this Second Amendment, which shall be effective as of its recording date with the Salt Lake County Recorder's office.

1) **Amendment No. 1.** Section 5.5 of the Declaration is deleted in its entirety and replaced by the following new Section 5.5:

5.5 **Qualifications of Board of Directors.** Each member of the Board of Directors, or member of the Association's governing body (a "Director"), shall be at least 18 years of age and:

- (a) An Owner or the spouse of an Owner;
- (b) An officer, partner, member, manager, trustee or beneficiary of any Owner if the Owner is a corporation, partnership, limited liability company, trust, or other entity;
- (c) An Occupant leasing a Unit from an Owner as the Occupant's primary residence upon the Occupant receiving written authorization from the Unit Owner that Occupant may serve as a Director; or
- (d) A property manager that is managing a Unit for an Owner upon the property manager upon receiving written authorization from the Unit Owner that the property manager may serve as a Director.

If a Director ceases to meet any qualifications set forth in this Section 5.5 during the Director's term, such Director's membership on the Board shall automatically terminate.

2) **Amendment No. 2.** Section 9.13 of the Declaration is deleted in its entirety and replaced by the following new Section 9.13:

9.13 **Leases.** Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and Non-Owner occupancy of a Unit shall be governed by this section and procedures adopted as allowed in this section.

A. Definitions. For the purpose of this section:

- (1) "Non-Owner Occupied Unit" means:
 - (i) For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone but no individual Owner occupies the Unit as the individual Owner's primary residence; or

- (ii) For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.
 - (2) "Family Member" means:
 - (i) The parent, sibling, or child of an Owner and that Person's spouse and/or children, or
 - (ii) In the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current Occupant of the Unit; or (ii) the parent, child, or sibling of the current Occupant of the Unit.
- B. No Restriction on Leasing and Non-Owner Occupancy. Subject to the requirements in subsections C, D, and E, any Unit may be leased or Non-Owner Occupied.
- C. Maximum Number of Non-Owner Occupied Units. The number of Units permitted to be Non-Owner Occupied within the Association shall not exceed thirty (30) Units of the Association's total sixty-one (61) Units, subject to the provisions herein. The thirty (30) Units maximum shall be calculated by including any grandfathered Units and those exempted Units under this Section 9.13. Any Units that are Non-Owner Occupied at the time this Declaration is recorded with the Salt Lake County Recorder's office shall be grandfathered and allowed to remain Non-Owner Occupied, subject to the provisions herein, until such time as the ownership of the Unit is conveyed or the Unit becomes Owner occupied. All grandfathered Units must conform to the provisions in this revised Section 9.13, and its subsections, of this Declaration.
- D. Permitted Association Rules. The Board of Directors may adopt further Association Rules requiring:
 - (1) Reporting and procedural requirements related to Non-Owner Occupied Units and the Occupants of those Units, including, but not limited to, requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants; providing a copy of any lease, or such other requirements as may be adopted by the Board of Directors as an Association Rule.
 - (2) Payment of a move-in/move-out charge to the Association. This charge shall apply to all Units and not just Non-Owner Occupied Units.
 - (3) Other reasonable administrative provisions consistent with and as it deems appropriate to enforce the requirements of this Declaration.
- D. Requirements for Leasing and Non-Owner Occupancy. The Owners of all Units must comply with the following provisions:

- (1) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing, must be for an initial term of not less than six (6) months, and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Association Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.
 - (2) If required in the Association Rules or requested by the Board of Directors, a copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association within the time period provided for in the Association Rules or by the Board of Directors.
 - (3) A Non-Owner Occupant may not occupy any Unit for transient, short-term (less six months), hotel, resort, vacation, or seasonal use (whether for pay or not).
 - (4) Daily and weekly occupation by Non-Owner Occupants is prohibited (whether for pay or not).
 - (5) Joint and Several Liability of Owner and Non-Owner Occupants. The Owner of a Unit shall be responsible for the Non-Owner Occupant's or any guest's compliance with the Governing Documents. The Owner and the Non-Owner Occupant, or similarly situated individual, shall be joint and severally liable for any violations of the Governing Documents. In addition to any other remedy for noncompliance with the Governing Documents, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the Non-Owner Occupant. The Association, the Board of Directors, the manager, and any agent of the Association shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association (with the Association's choice of counsel), the Board of Directors, and the manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.
- E. Exceptions. If a Non-Owner Occupied Unit is owned by a family member of the Occupant, if the Owner is in the military and deployed for active duty, if the Owner is a trust or other entity created for estate planning purposes, or if the Unit Owner has been relocated for the Owner's employment for a period of no less than two years, then the following applies notwithstanding anything to the contrary herein:
- (1) Subsections C and D(1), D(3), & D(4) of this Section 9.13 shall not apply to that occupancy;

- (2) No written agreement regarding occupancy needs to be created between the Occupant and the Owner; and
 - (3) Any written agreement regarding occupancy, to the extent it exists, may not be requested by the Board of Directors until an Occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.
- E. Demanding Rental Payments from Tenant. Pursuant to Section 57-8-53 of the Utah Condominium Ownership Act, the Association shall have the right to demand and collect rent from any tenant in any Unit for which an Assessment is more than sixty (60) days late.
- 3) **Amendment No. 3.** Section 15.16 of the Declaration is deleted in its entirety and replaced by the following new Section 15.16:

15.16 **Reinvestment Covenant Upon Sale or Transfer of a Unit.** Each time legal title to a Unit transfers from one Owner to another Owner, the new Owner of such Unit shall pay to the Association an amount less than or equal to one half of one percent (0.5%) of the sale price of the Unit, in addition to any other required amounts. This amount shall be the "Reinvestment Fee." The Reinvestment Fee may be set by the Board of Directors by adoption of a Rule. Unless and until the Board of Directors sets a different Reinvestment Fee or reduces the Reinvestment Fee to zero, the Reinvestment Fee shall be one half of one percent (0.5%). The Reinvestment Fee shall be due within thirty (30) days after the effective date of the deed or similar instrument transferring title. The Reinvestment Fee shall constitute an Assessment against the Unit in accordance with Article 6 of the Declaration.

- A. Purpose of the Reinvestment Fee. Once collected, the Reinvestment Fee may only be used by the Association to pay costs directly related to the transfer of the burdened property as well as:
- (1) Common planning, facilities, and infrastructure;
 - (2) Obligations arising from an environmental covenant;
 - (3) Community programming;
 - (4) Resort facilities;
 - (5) Open space;
 - (6) Recreation amenities;
 - (7) Charitable purposes; or
 - (8) Association expenses.
- B. Limitation on Reinvestment Fee. The Reinvestment Fee is not due and may not be enforced against:
- (1) An involuntary transfer;
 - (2) A transfer that results from Court order;
 - (3) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;

- (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- (5) The transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed two hundred fifty dollars (\$250).

C. Additional Actions. The Association shall have the authority to record any notice required by law to effectuate this provision.

4) **Conflicts**. All remaining provisions of the Declaration and any prior amendments not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

5) **Incorporation and Supplementation of Declaration**. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

[INTENTIONALLY BLANK]

EXHIBIT A

(Legal Description of Property)

PARCEL DESCRIPTION FOR PLEASANT GREEN CONDOMINIUM

Beginning at a point South 89 degrees 34' 31" East 1185.14 feet along section line and South 00 degrees 25' 29" West 40.02 feet from the center of Section 29, Township 1 South, Range 2 West, Salt Lake Base and Meridian, said point being the Northeast corner of the Pleasant Green Acres No. 7 Subdivision as recorded and on file in the Office of the Salt Lake County Recorder as Entry No. 1784692, Book X, Page 24, and running thence South 89 degrees 34' 31" East 105.01 feet; thence South 00 degrees 10' 05" West 201.66 feet; thence South 89 degrees 36' 05" East 74.09 feet; thence South 00 degrees 07' 09" West 636.94 feet (The last 373.70 feet along the Westerly boundary line of the Old Farm Estates Phase I, as recorded and on file in the Office of the Salt Lake County Recorder As Entry No. 6092103, Book 95-6P, Page 132) to a point on a line common to the Old Farm Estates Phases I and II; thence South 89 degrees 42' 37" East 221.12 feet along said common line to the Westerly boundary line of the Old Farm Estates Phase II, as recorded and on file in the Office of the Salt Lake County Recorder as Entry No. 6333693, Book 96-4P, Page 122; thence South 00 degrees 07' 09" West 180.03 feet along said Westerly boundary line to the Northerly boundary line of said Old Farm Estates Phase II; thence North 89 degrees 41' 27" West 401.01 feet along said Northerly boundary line to the Easterly boundary line of the Pleasant Green Acres No. 9 Subdivision as recorded and on file in the Office of the Salt Lake County Recorder as Entry No. 1860890, Book Y, Page 82; thence North 00 degrees 10' 24" East 1018.93 feet (416.46 feet along said Pleasant Green Acres No. 9 Subdivision and the remainder along the Easterly boundary line of the aforementioned Pleasant Green Acres No. 7 Subdivision) to the point of beginning.

Contains 4.767 acres, more or less, (as described).

Pleasant Green Condominium Parcel Numbers

14-29-409-061-0000	14-29-409-013-0000	14-29-409-026-0000	14-29-409-039-0000	14-29-409-052-0000
14-29-409-001-0000	14-29-409-014-0000	14-29-409-027-0000	14-29-409-040-0000	14-29-409-053-0000
14-29-409-002-0000	14-29-409-015-0000	14-29-409-028-0000	14-29-409-041-0000	14-29-409-054-0000
14-29-409-003-0000	14-29-409-016-0000	14-29-409-029-0000	14-29-409-042-0000	14-29-409-055-0000
14-29-409-004-0000	14-29-409-017-0000	14-29-409-030-0000	14-29-409-043-0000	14-29-409-056-0000
14-29-409-005-0000	14-29-409-018-0000	14-29-409-031-0000	14-29-409-044-0000	14-29-409-057-0000
14-29-409-006-0000	14-29-409-019-0000	14-29-409-032-0000	14-29-409-045-0000	14-29-409-058-0000
14-29-409-007-0000	14-29-409-020-0000	14-29-409-033-0000	14-29-409-046-0000	14-29-409-059-0000
14-29-409-008-0000	14-29-409-021-0000	14-29-409-034-0000	14-29-409-047-0000	14-29-409-060-0000
14-29-409-009-0000	14-29-409-022-0000	14-29-409-035-0000	14-29-409-048-0000	
14-29-409-010-0000	14-29-409-023-0000	14-29-409-036-0000	14-29-409-049-0000	
14-29-409-011-0000	14-29-409-024-0000	14-29-409-037-0000	14-29-409-050-0000	
14-29-409-012-0000	14-29-409-025-0000	14-29-409-038-0000	14-29-409-051-0000	

EXHIBIT B

(Bylaws)

B

BY LAWS
OF
PLEASANT GREEN CONDOMINIUM OWNERS' ASSOCIATION
A Utah Non-Profit Corporation

The administration of the Pleasant Green Condominium Project and the Pleasant Green Condominium Owners' Association shall be governed by its Articles of Incorporation, these ByLaws, and the Condominium Ownership Act, Utah Code Annotated Sections 57-8-1 et seq., as amended (the "Act"), and by the Declaration and Declaration of Covenants, Conditions and Restrictions for Pleasant Green Condominium, a copy of which is attached hereto. The definition of terms set forth in Article 1 of the Declaration shall govern these ByLaws, except where expressly provided otherwise.

ARTICLE 1

ByLaws For the Pleasant Green Condominium Owners' Association

The Pleasant Green Condominium Owners' Association (the "Association") is a nonprofit corporation organized under the provisions of the Utah Non-Profit Corporation and Cooperative Association Act, Section 16-6-18, et seq., Utah Code Annotated, as amended. The name in which contracts shall be entered into, title to property shall be acquired, held, dealt in, and disposed of, bank accounts shall be opened, and suits shall be brought and defended by the officers thereof on behalf of and as agents for the Unit Owners in the manner specified by the Act, the Declaration, or these ByLaws, is: "Pleasant Green Condominium Owners' Association."

The initial office of the Association and Board of Directors provided hereunder shall be 3100 South 8213 West, Magna, Utah 84044.

ARTICLE 2

Unit Owners Bound by ByLaws

All present and future Unit Owners, Mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to the terms of and shall abide by the Declaration, the Articles

of Incorporation, these ByLaws, and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, and these ByLaws (any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE 3

Unit Owners

Section 3.01 Annual Meeting There shall be an annual meeting of the Unit Owners on the third Wednesday of March of each year at 7:00 P.M. (unless such day is a legal holiday, in which event the meeting shall be held on the next succeeding business day) at 3100 South 8213 West, Magna, Utah, or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice by the Management Committee delivered to the Unit Owners not less than ten (10) days prior to the date fixed for said meeting. At such annual meeting of Unit Owners, the Unit Owners shall elect the appropriate number of members of the Management Committee prescribed in Article 4 and shall undertake such other business which the presiding officer may deem appropriate. At or prior to the annual meeting, the Management Committee shall furnish to the Unit Owners: (i) the annual operating budget for the coming fiscal year that shall itemize the estimated Common Area Maintenance and Service Assessments for the coming fiscal year with the estimated Unit Owners' proportionate share thereof, and (ii) a statement of the Common Area Maintenance and Service Assessments itemizing receipts and disbursements for the previous and current fiscal year. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Unit Owners who were not present at the annual meeting.

Section 3.02 Special Meetings Special meetings of the Association may be held at any time at 3100 South 8213 West, Magna, Utah, or at such other reasonable place, to consider matters which, by the terms of the Declaration or the Articles of Incorporation, require the approval of all or some of the Unit Owners, or for any other reasonable purpose. Special meetings shall be called by writ notice, signed by a majority of the Management Committee, or by the Unit Owners representing at least one-third (1/3) ownership interest in the Project and delivered to all Unit

Owners not less than fifteen (15) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matter to be considered.

Section 3.03 Quorum The presence in person or by proxy at any meeting of the Unit Owners holding at least fifty percent (50%) ownership interest in the Project in response to notice of all Unit Owners of record properly given, as provided above, shall constitute a quorum. In the event that Unit Owners holding at least fifty percent (50%) in ownership interest in the Project are not present in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene, and any number of the Unit Owners present at such subsequent meeting will constitute a quorum. Unless otherwise provided in the Declaration or the Articles of Incorporation, any action may be taken at any meeting of the Unit Owners upon a majority vote of the Unit Owners who are present in person or by proxy and who are voting.

Section 3.04 Proxies At all meetings of Unit Owners, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting.

Section 3.05 Voting The members of the Association shall be fee owners of the Units. The Management Committee shall maintain a list of owners which shall be updated on a regular basis. Disputes over the membership list shall be resolved by reference to the Official Records of the Salt Lake County Recorder's Office. At any meeting of the Association of Unit Owners, each Unit Owner, either in person or by proxy, shall be entitled to a percentage vote based upon an Owner's Par Value in the Unit owned as set forth in Article 3.6 of the Declaration. If there is more than one Unit Owner with respect to a particular Unit, any or all of such Unit Owners may attend any meeting of the Association, but it is necessary for all such Unit Owners present to act unanimously in order to cast the percentage vote pertaining to their Unit. All votes may be cast either in person or by proxy.

ARTICLE 4

Management Committee

Section 4.01 General Powers and Responsibilities The management and maintenance of the Property and the business, property, and affairs of the Association shall be managed by a Management Committee consisting of not less than three (3) nor more than nine (9) committee members as the number may be established from time to time by resolution of the members, who must be Unit Owners or a spouse of a Unit Owner. The initial Management Committee shall consist of three (3) committee members, each of whom shall be employees, agents or officers of the Declarant but none of whom are required to be Unit Owners, and who shall serve only until their successors are duly elected and qualified at the first annual meeting. Each member of the Management Committee shall serve for a term of two (2) years from the date elected and qualify; except that at the first annual meeting two (2) of the Management Committee shall be elected for an initial term of one (1) year and one (1) shall be elected for a regular term of two (2) years. The Management Committee members shall thereafter be elected by the Unit Owners at the annual meeting of Unit Owners as provided in Section 3.01 hereof, but if any annual meeting is not held, or the appropriate number of Management Committee members are not elected thereat, the Management Committee members may be elected at any special meeting of Unit Owners held for that purpose.

The Management Committee shall have all the powers, duties, and responsibilities as are or may hereafter be provided by the Act, the Declaration, the Articles of Incorporation, and these ByLaws, including, but not limited to, the following:

a. To adopt and amend from time to time by affirmative vote of 2/3 of the me of the Management Committee appropriate rules and regulations of the Association covering the use, maintenance and operation of the Common Areas and Facilities including the right to grant, permits, licenses and easements on, over, under, through and across the Common Areas and Facilities for any reasonable purpose, and to make such other rules as permitted by the Declaration including, without limitation, provision and restrictions upon pets, charges and interest to be collected on delinquent assessment accounts and to enforce such rules by action authorized by the Declaration, these ByLaws, and Utah law.

b. To engage the services of a manager or manager company, accountants, attorneys, or other employees or agents and to pay to said persons a reasonable compensation therefor.

c. To operate, maintain, repair, improve and replace the Common Areas and Facilities, to determine and pay the common expenses,

to prepare an annual operating budget, and to assess and collect the proportionate share of common expenses from the Unit Owners.

- d. To enter into contracts, deeds, leases, or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- e. To open bank accounts on behalf of the Association, and to designate the signatures therefor.
- f. To purchase, hold, sell, convey, mortgage, or mortgage, or lease any one or more Units in the name of the Association or its designee.
- g. To borrow funds and enter into promissory notes and to approve and sign checks and issue payment vouchers.
- h. To obtain insurance for the Project with respect to the Units and the Common Areas and Facilities and for the Association, as required by the Declaration and these ByLaws, and such other insurance deemed proper.
- i. To do all other acts incident to the discharge of the duties imposed on the Management Committee under the Declaration, the ByLaws and the Act and necessary for the operation and maintenance of the Property, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Property; provided, however, that the Management Committee shall operate no other business for profit.
- j. In general to do and perform such act and things and to transact such business in connection with the foregoing objects and purposes as may be necessary and to do any and all things which a natural person could do or which now or hereafter may be authorized by law.

Section 4.02 Management Agreement The Management Committee may delegate to a manager or managing company all of its foregoing powers, duties, and responsibilities referred to in Paragraph 4.01 above except: the final determination of common expenses, annual operating budgets and assessments based thereon, the promulgation of rules and regulations of the Association, the opening of bank accounts or the power to purchase hold, seal,

convey, mortgage or lease any Units in the name of the Association.

Section 4.03 No Liability Members of the Management Committee, the officers and any assistant officers, agents, and employees of the Association (i) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence; (ii) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Unit Owner or any person or entity, direct or imputed, by virtue of acts performed by them, or acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse, or condition of the Property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

Section 4.04 Indemnification The Unit Owners shall indemnify and hold harmless, any person, his heirs and personal representatives from and against all personal liability and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by any one or more Unit Owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Management Committee or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith. This Section 4.04 shall be subject to and interpreted in harmony with Articles 9 and 10 of the Articles of Incorporation.

Section 4.05 Regular Meetings A regular meeting of the Management Committee shall be held without other notice than this ByLaw immediately after, and at the same place as the annual meeting of the Unit Owners. They shall further meet at least once during each quarter of the calendar year as a regular meeting. the Management Committee may provide, by resolution, the time and place, for the holding of additional regular meetings without other notice than such resolution.

Section 4.06 Special Meetings Special meetings of the Management Committee may be called by or at the request of the President or any two (2) members of the Management Committee. The person or persons authorized to call special meetings of the Management Committee may fix the place for holding any special meeting called by them. Notice of any special meeting shall be given at least five (5) days previously thereto by written notice delivered personally, or by telegram or telephone or mailed to each member of the Management Committee at his residence address. The attendance of a member of the Management Committee at a meeting shall constitute a waiver of notice of such meeting, except where said member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4.07 Quorum At any meeting of the Management Committee, a majority of the then existing members of the Management Committee shall constitute a quorum for the transaction of business, but if less than said number is present, those present may adjourn the meeting from time to time without further notice. The act of the majority of the members present at a meeting at which a quorum is present shall be the act of the Management Committee.

Section 4.08 Removal of Member Any of all the member of the Management Committee may be removed for cause by majority vote of the Unit Owners or by action of the Management Committee.

Section 4.09 Resignation A member may resign at any time by giving written notice to the Management Committee, the President or the Secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Management Committee or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

Section 4.10 Compensation No compensation shall be paid to the members of the Management Committee, as such, for their services, but by resolution of the Unit Owners.

ARTICLE 5

Officers

Section 5.01 Designation of Officers Appointment The officers of the Association shall be the same officers as the officers of the Management Committee. The officers shall be a President, Vice President, Secretary, and Treasurer. The Management Committee may appoint other assistant officers as the Management Committee may deem necessary. The offices of President and Secretary may not be held by the same person. No officer shall receive compensation for serving as such. An officer may hold an office for as many terms as the Management Committee may determine. The Management Committee may, in its discretion, require that officers (and other employees of the Association) be subject to fidelity bond coverage. Resignation of any officer shall be in writing directed to the Management Committee which shall act promptly thereon.

Section 5.02 President The President shall be the chief executive of the Management Committee and, when present, shall preside at all meetings of the Unit Owners and of the Management Committee, and may exercise the powers ordinarily assigned to and exercised by the presiding officers of an association, including the appointment of committees. The President shall exercise general supervision over the property and its affairs. He shall sign on behalf of the Association all conveyances, mortgages, and contracts of material importance to its business. He shall do and perform all acts which the Management Committee may prescribe from time to time.

Section 5.03 Vice President In the absence of the President, or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all of the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Management Committee.

Section 5.04 Secretary The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Unit Owners and the Management Committee. In the absence or inability of the President and Vice President, the Secretary shall perform such additional acts which the Management Committee may prescribe. If

the Management Committee so approves, the Secretary may delegate the daily functions of the Secretary to a "Manager".

Section 5.05 Treasurer The Treasurer shall be responsible for the fiscal affairs of the Association, and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Management Committee. If the Management Committee so approves, the Treasurer may delegate the daily handling of funds and the keeping of the records to a "Manager" . If required by the Management Committee, the Treasurer shall give a bond, at the expense of the Association, for the faithful discharge of his duties in such sum and with such surety as the Management Committee shall determine.

ARTICLE 6

Common Area Maintenance and Service Assessments

Section 6.01 Assessment The Management Committee shall prepare at least annually, a budget for the Association, determine the amount of the common charges and capital contributions required to meet the expenses for the maintenance and upkeep of the Common Areas and Facilities, including working capital and operating reserves, and allocate and assess such common expenses and capital contributions against the Unit Owners in accordance with Article IV of the Declaration. (In the event the Management Committee fails to prepare a budget for the current year, the most recent budget for the Association shall control, and assessment shall be made on that basis.)

Section 6.02 Payment of Assessments The Unit Owners shall be obligated to pay the Common Area Maintenance and Service Assessments (actual or estimated) assessed by the Management Committee in advance in equal monthly installments as prescribed in Section 4.03 of the Declaration and these ByLaws. No Unit Owner may exempt himself from liability for said common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by abandonment of his Unit. The funds so collected shall be expended by the Management Committee only in accordance with the provisions of the Act, the Declaration and these ByLaws. If a Unit Owner shall fail to pay any installment within ten (10) days of the time when the same becomes due the Management Committee may declare due and payable the total outstanding balance of the assessment for the budget year. After default, the Unit Owner shall pay interest thereon at the rate determined by

the Management Committee from the due date thereof, together with all costs and expenses, including attorneys' fees incurred in any proceedings brought to collect such unpaid common expenses. It is understood that in the event the Management Committee at any time determines that any budgeted assessment shall have been either excessive or deficient based on actual costs, then the Management Committee shall notify each Unit Owner of such excess or deficiency, and, at the election of the Management Committee as specified in its said notice:

(i) The amount of such excess shall be returned by Management Committee or the amount of such deficiency shall be paid by each Unit Owner (as the case may be) on or before the next succeeding monthly payment date;

(ii) The monthly installments to be paid by each Unit Owner shall, until such excess or deficiency is eliminated thereby, be decreased or increased (whichever is applicable) by a proportionate amount of such excess or deficiency. Payments received from Unit Owners will be applied to charges against the Unit Owners in the following order.

1. Legal fees and costs of collections including interest incurred by the Management Committee to enforce this Declaration and these ByLaws against the defaulting Unit Owner.
2. Late Fees.
3. Special Assessments.
4. Unpaid balance of Common Area Maintenance and Service Assessments.

It is specifically understood and agreed that the aggregate of the Common Area Maintenance and Service Assessments assessed by the Management Committee is intended to cover and fully reimburse the Management Committee for all expenses which the Management Committee may incur in the performance of its responsibilities and functions as set forth in the Declaration and these ByLaws. It is further specifically understood and agreed that the Management Committee's allocation in good faith of its costs shall be binding upon all parties concerned.

Section 6.03 Personal Obligation and Lien The Common Area Maintenance and Service Assessments, including without limitation any charge for maintenance of Limited Common Areas and Facilities performed by or on behalf the Association, shall be a charge on and shall be a continuing lien upon the Unit against which each such assessment is made or cost relates. Each such assessment shall be the personal obligation of the person who is the Unit Owner at the time when the assessment is delinquent and/or when the cost is incurred, but such personal obligation of the Unit Owner shall not be deemed to limit or discharge the charge on the

land and continuing lien upon the Unit, which shall run with and attach to the Unit and, be a burden on the Unit. See Section 4.06 of the Declaration for further provisions governing the obligation and lien.

Section 6.04 Enforcement If the Unit Owner fails to pay a monthly installment of an assessment pertaining to the Unit before delinquent or fails to reimburse the Management Committee upon demand for costs incurred by the Management Committee in performing its responsibilities and functions under the Declaration and these ByLaws to the extent the costs relate to a particular Unit and are payable or reimbursable to the Management Committee by the Unit Owner, the Management Committee may immediately declare due and payable the total outstanding balance of the assessment pertaining to the Unit for the balance of the budget year and may enforce the payment of the total assessment (together with interest and costs) or enforce the lien against the Unit by taking either or both of the following actions concurrently or separately (and by exercising either of the remedies hereinafter set forth, the Management Committee does not prejudice or waive its rights to exercise the other remedy)

- a. Bring an action at law against the Unit Owner personally obligated to pay the assessments and/or costs; or
- b. Foreclose the lien against the Unit by power of sale or foreclosure applicable to deeds of trust or mortgages, or in accordance with the then prevailing Utah law relating to the foreclosure of realty mortgages (including any right to recover any deficiency). The Management Committee shall have the power to bid on any Unit at the foreclosure sale and thereupon to acquire, hold, sell, lease, mortgage and convey the Unit. In the event of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. As stated above, the Management Committee shall have the power to bid on the Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Unit. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorneys' fees. If any Unit Owner shall at any time let or sublet his Unit and shall default for a period of one month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Unit Owner occupying the Unit the rent due or becoming due and payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the Unit Owner to the extent of the amount so paid.

Anything hereinabove to the contrary notwithstanding, the remedies above set forth for the Management Committee are not exclusive and the Management Committee may take any and all other remedies available to it at law or in equity.

Section 6.05 Release of Lien Upon payment or other satisfaction of delinquent assessments concerning which a notice of assessment has been recorded, the Management Committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien for the delinquency.

Section 6.06 Reassessment In all cases where all or part of any assessment for common expenses and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefore, under the Act, the Declaration, the Articles of Incorporation, or these ByLaws, the Management Committee shall reassess the same as a common expense, without prejudice to its rights of collection against such persons or entities.

ARTICLE 7

Special Committees

The Management Committee by resolution may designate one or more special committees, each committee to consist of two (2) or more Unit Owners which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committees shall have such name or names as may be determined from time by the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee or the President. The Management Committee or the President may appoint Unit Owners to fill vacancies on each of said special committee occasioned by death, resignation, removal, or inability to act for any extended period of time.

ARTICLE 8

Notices, Waiver of Notice

Except as expressly provided to the contrary in the Declaration or any amendment thereto, any notice permitted or required to be

delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered upon being deposited in the United States mails, postage prepaid. Notice to Unit Owners shall be addressed to each Unit Owner at the address given by such Unit Owner to the Management Committee for the purpose of service of such notice or to the Unit of such Unit Owner if no such address is given to the Management Committee. Such address may be changed from time to time by notice in writing to the Management Committee. Notice to the Management Committee shall be addressed to its current presiding officer. Any Unit Owner may at any time waive any notice required to be given under these ByLaws, or by statute or otherwise. the presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

ARTICLE 9

Miscellaneous

Section 9.01 No Waiver The failure of the Management Committee, or its agents or designees, to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of the Declaration or ByLaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not, be construed as a waiver or relinquishment, for the future, of such term, covenant, condition, or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agents or designees of the payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

Section 9.02 Amendment of ByLaws These ByLaws may be amended to a two-thirds (2/3) affirmative vote of the Unit Owners at a meeting duly called for such purpose. Upon such an affirmative vote, the Management Committee shall acknowledge the amended ByLaws, setting forth the fact of the required affirmative vote of the Unit Owners and the amendments shall be effective upon recording.

Section 9.03 Severability The provisions hereof shall be deemed independent and severable and the validity or partial invalidity

or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

Section 9.04 Headings The headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these ByLaws nor the intent of any provision hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective the 3rd day of April, 1997.

DECLARANT

PLEASANT GREEN, L.C.,
a Utah Limited Liability Company

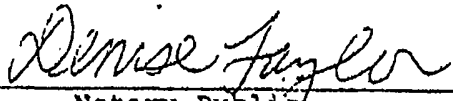
By 
Dan Burton, Manager

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On this 3rd day of April, 1997, before me personally appeared Dan Burton, who acknowledged himself to be the manager of Pleasant Green, L.C., a Utah Limited Liability Company, and that he, as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained and in the capacity therein stated.


Notary Public
Residing at Salt Lake County,
State of Utah

