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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF  
CAMELOT CONDOMINIUMS

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration" is made and executed in Utah County, State of Utah, this 13th day of June, 1977 by Camelot Properties Inc. a Utah Corporation, hereinafter called "Declarant" pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESSETH:

WHEREAS, Declarant has entered into a contract to purchase certain real property, dated May, 18, 1977 with the record owner of said property, said real property being located in Utah County, State of Utah, and more particularly described as follows:

All of Lot 1 thru 11. CAMELOT PLANNED UNIT DEVELOPMENT, Provo, Utah according to the official plat thereof on file in the office of the Recorder, Utah County, Utah, which property does include Seventy (70) Town House units and Twenty-Two (22) Rambler units (1 Rambler unit being located on each end of each building in the condominium project, with the exception of the recreation building to which no Rambler units are attached).

Together with the streets known as Arthur Drive, Merlin's Road, and Lancelot Drive, and open areas and other common facilities for the perpetual use of the occupants of Camelot Planned Unit Development as shown and designated on the official plat thereof.

Conveying with the above-described land any and all water rights and ditches belonging or any wise appertaining thereto and especially including, but not limited to 17 shares of Spring Creek Water delivered thru Lake Bottom Canal Company.

The above property is described by metes and bounds as follows:

Commencing West 87.98 feet along Section line and South 1050.02 feet from the North quarter corner of Section 2, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence as follows:

North 79°33' East 101.05 feet; thence North 61°50' East 300.00 feet; thence North 51°23' East 216.50 feet; thence North 72°18' East 246.70 feet; thence North 28°49' East 125.60 feet; thence East 38.00 feet; thence South 11°59' West 89.46 feet; thence South 25°03' West 85.18 feet; thence South 5°14' West 200.40 feet; thence South 49°43' West 77.54 feet; thence South 34°49' West 212.50 feet; thence South 75°11' West 256.50 feet; thence South 73°41' West 69.20 feet; thence South 61°45' West 51.50 feet; thence South 58°23' West 203.40 feet; thence North 13°26.5' West 354.50 feet to beginning.

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WHEREAS, said property, described above, includes certain buildings and certain other improvements heretofore constructed upon the aforesaid premises which property constitutes a "Condominium Project" under the terms of the provisions of the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated, 1953), hereinafter referred to as the "Act", and it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions, and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires to establish certain rights and easements, in order and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the property and all units; and

WHEREAS, Declarant desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

WHEREAS, the record owner of said property approves of the plans Declarant has to develop said property into a condominium project.

NOW, THEREFORE, the Declarant DECLARES as follows:

1. Name: The name by which this condominium is to be identified is Camelot Condominiums.

2. Definitions: The following words and terms, whenever used herein shall have the same meaning as provided for such words and terms in Section 57-8-3 of the Utah Condominium Ownership Act as amended:

"Condominium" "Condominium Project" "Property" "Building"  
"Common areas and facilities" "Limited Common Areas and  
Facilities" "Unit" "Unit Owner" "Unit Number" "Majority" or  
"Majority of the Unit Owners" "Association of the Unit  
Owners" "Management Committee" "Declaration" "Common  
Expenses" "Common Profits" "Person" "Record" "Recorded"  
"Recording" "Recorder" "Record of Survey Map" "Declarant"  
"Time Period Unit" "Condominium Unit" "Contractable"  
"Condominiums" "Convertible Land" "Convertible Space"  
"Par Value" and "Size".

Any addition to, variance or limitation of the above-stated terms, shall be set forth within the present Declaration. All future reference to "the Committee" shall be interpreted as referring to the management committee.

3. Submission to Condominium Ownership: As required by Section 57-8-10 (2) (k) of the Act, Declarant hereby submits the above-described tract of land, buildings, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a condominium project. This Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. The By-Laws of Camelot Condominiums, attached hereto as Exhibit "A", are hereby incorporated by reference in the present Declaration and are also submitted in accordance with the terms and the provision of the Act and shall be construed in accordance therewith.

4. Covenants to run with the Land: This Declaration and the covenants, restrictions, limitations, conditions, and uses therein provided, shall constitute covenants to run with the land hereby submitted to the Condominium Project and shall be binding upon the Declarant, their successors and assigns, and upon all subsequent owners of all or any part of the Condominium Project, and upon their grantees, successors, heirs, executors, administrators, devisees and assigns.

5. Description of the Land: (As required by Section 57-8-10 (2) (a) of the Act.) The parcel hereby submitted to the provisions of the Utah Condominium Ownership Act is that property legally described above.

6. Description of the Building: (As required by Section 57-8-10 (2) (b) of the Act). The Buildings, located on the above-described property, are two story structures without basements with the principal materials of construction being: cement foundation, brick veneer or wood exterior, and built up roof. The description contained herein is supplemented by that information contained on the plat of the Condominium Project recorded in the Utah County Recorder's Office and hereby made a part of this Declaration.

7. Description of Units: (As required by Section 57-8-10 (2) (c) of the Act). All units are delineated on the Plat referred to in the preceding Paragraph. The legal description of each unit shall consist of the identifying number of such unit as shown on such plat.

8. Description of Common Areas and Facilities: (As required by Section 57-8-10 (2)(d) of the Act). The common areas and facilities are delineated on said Plat above mentioned and consist of all areas within the property description of the project as above stated, with the exception of those units comprising building 1 thru 11 as delineated on said Plat; and with the further exception of those areas hereinafter designated as limited common areas and facilities.

9. Description of Limited Common Areas and Facilities: (As required by Section 57-8-10 (2) (e) of the Act). The limited common areas and facilities consist of those parking stalls assigned to the unit owners in the manner hereinafter described.

10. Percentage of Ownerships: Each unit owner shall own an equal, undivided One-ninety second (1/92) interest in the common areas and facilities as a tenant in common with all the other unit owners, and, except as otherwise limited in this Declaration, shall have the right to use the common areas and facilities for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. Such fraction of undivided ownership shall apply for voting purposes, with each unit owner being entitled to one vote for each unit owned.

11. Purposes, use and occupancy of Units and Common Areas: (As required by Section 57-8-10 (2) (g) of the Act).

a. The units and common areas and facilities shall be occupied and used as residential housing and for related common purposes for which the property was designed and in a manner consistent with the present Declaration and any by-laws, rules and regulations promulgated thereunder. No unit shall be occupied by three (3) or more individual persons of one sex not related by blood or marriage who are jointly utilizing the kitchen facilities of the dwelling unit.

b. No part of the property shall be used in any manner or for any purpose inconsistent with the above-stated purpose.

c. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the property. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the property except at such location and in such forms as shall be determined by the Committee. The right is reserved by the Declarant or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and on any part of the common areas, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee. Until all the units are sold, the Declarant shall be entitled to access, ingress or egress to the building and the property as it shall deem necessary in connection with the construction or sale of the building or any unit. The Declarant shall have the right to use any and all unsold unit or units as a model apartment or for sales or display purposes and to maintain on the Property, until the sale of the last unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith. The above-stated provisions are consistent with Section 57-8-13.14 (2) of the Act, inasmuch as Declarant shall be considered the owner of any condominium unit which has not been sold by Declarant to another.

d. There shall be no obstruction of the common areas nor shall anything be stored in the common areas without the prior consent of the Committee except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his own unit, its windows and doors, and the patio or balcony which he has the exclusive right to use and occupy, in good, clean order and repair. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Committee.

e. Painting of all interior surfaces shall be the responsibility of the unit owner and shall be done as needed to keep the unit in good, clean order and repair. The painting and repair of all roofing and other exterior surfaces shall be conducted in accordance with those provisions of the declaration and by-laws relating to maintenance and repair of common areas.

f. Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, or without the prior written consent of the Committee. No unit owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.

g. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna (except as constructed by the Declarant) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Committee.

h. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other household pets may be kept in units, upon the affirmative vote or consent at any time of 66 2/3% of the unit owners, subject to rules and regulations adopted by the Committee provided that they

are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Committee.

i. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

j. Nothing shall be done in any unit or in, on or to the common elements which will impair the structural integrity of the building or which would structurally change the building except as otherwise provided herein.

k. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

l. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the common elements without the prior consent of, and subject to any regulations of the Committee.

m. Nothing shall be altered or constructed in or removed from the common areas, except upon written consent of the Committee. No unit owner shall make or order to be made any repair of the common areas, except upon written consent of the Committee.

n. Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, the officers and member of the Committee and the Declarant, and their respective employees and agents, for damage to the common areas and facilities, the units or to any personal property located in the units or common areas and facilities, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

o. If due to the act or neglect of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Committee to the extent not covered by insurance.

p. No unit owner shall overload the electric wiring in the building or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Committee an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Committee.

q. All parking stalls assigned to unit owners shall constitute limited common areas and use of such stalls shall be limited to the unit owner to whom each such stall is assigned. Townhouse unit owners shall be entitled to two parking stalls, assignments of which shall be made by the Committee. Rambler unit owners are entitled to one parking stall, assignment of which shall be made by the Committee.

Unit owners shall use no parking stalls other than those to which they are assigned. Guests of unit owners shall park only in those parking stalls designated as "guest" parking stalls. Designation of such "guest" parking stalls shall be made by the Committee.

r. No car, truck, camper, trailer, recreational vehicle, boat, motor home, or other vehicle other than the unit owners regular family transportation vehicle (which shall be limited to a maximum size of one ton truck-U 12000) shall be parked in any parking stall in the condominium project premises for more than 24 hours, and in no case shall such vehicles be parked in any stall other than those assigned to the unit owners, to whom such vehicle belongs.

s. Use of the parking stall for car repairs, shall be conducted in accordance with regulations promulgated by the Committee; in no case shall such parking stalls be used to make oil changes on vehicles or to conduct repairs involving leakage or spillage of oil, or otherwise defacing any area of the condominium project and which do render the vehicle being repaired inoperative for a period of more than 48 hours.

t. Nothing in this Paragraph 11 shall be construed to prevent or prohibit a unit owner from maintaining his professional personal library, or keeping his personal business or professional records or accounts, or handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in his unit.

12. Service of Process: The name of the person to receive service of process in cases contemplated by the Act, and the place of his residence are:

Robert L. Moody  
2950 Iroquois Drive  
Provo, Utah 84601

13. Easements: Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits over, under, along and on any part of the common areas and facilities as they exist on the date of the recording hereof; and for all other purposes reasonably necessary and proper for maintenance and improvement of the common areas.

All easements and rights described herein are easements appurtenant running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents. No statement contained in this Declaration shall be construed as a restriction or limitation on that easement provided in Section 57-8-13.4 of the Act.

14. Sale, Leasing or other Alienation: Any unit owner other than the Declarant who wishes to sell or lease his unit (or any lessee of any unit wishing to assign his lease or sublease such unit) or any interest therein to any person shall give to the Committee not less than thirty (30) days prior written notice of any such sale, lease, assignment or sublease, setting forth in detail the terms of any contemplated sale, lease, assignment or sublease, which notice shall specify the name and address of the proposed purchaser, assignee or lessee and such other information as the Committee shall reasonably require. The members of the Committee and their successors in office shall have the first right and option to purchase or lease such unit or interest therein upon the same terms, which option shall be exercisable for a period of thirty (30) days after receipt of such notice. If said option is not exercised by the Committee within said thirty (30) days, the unit owner (or lessee) may, at the expiration of said thirty-day period, contract to sell or lease (or sublease or assign) such unit or interest therein to the proposed purchaser, assignee or lessee named in such notice upon the terms specified therein.

Any unit owner other than the Declarant who wishes to make a gift of his unit or any interest therein, or who wishes to transfer his unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person other than the spouse of such unit owner, shall give to the Committee not less than sixty (60) days written notice of his or her intent to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed other transfer and such other information as the Committee shall reasonably require. The members of the Committee and their successors in office shall have the first right and option to purchase said unit or interest therein for cash at fair market value. The Committee's option to purchase the unit or interest therein shall expire ten (10) months after the date of receipt by it of special notice. If said option is not exercised by the Committee within said ten (10) months, the Unit Owner at the expiration of said ten (10) months, and within sixty (60) days thereafter, may complete, or contract to complete, the proposed gift or other transfer upon the terms stated in the notice to the Committee.

Where title to a unit is owned by one or more co-owners, and one of said co-owners is the parent of one or more other co-owners, then in the event of the death of the co-owner who is a parent as aforesaid, or in the event that any unit owner dies leaving a will devising his or her unit, or any interest therein, to any person other than the spouse of such unit owner, or in the event that any unit owner dies intestate and, under the Rules of Descent of the State of Utah, as amended, title to his unit will pass in whole or in part to any person other than the spouse of such unit owner, the members of the Committee and their successors in office shall have an option to purchase said unit or interest therein from the estate of the deceased unit owner, or from the devisee or devisees named in such will if no power of sale is conferred by said will upon the personal representative named therein, for cash at fair market value.

In the event any unit or interest therein is sold at a judicial or execution sale, the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Committee of his intention so to do, whereupon

the members of the Committee and their successors in office shall have an irrevocable option to purchase such unit or interest therein at the same price for which it was sold at said sale. The unit owner of the unit being sold shall, upon request, assign to the Committee any right such owner possesses to purchase at such judicial or execution sale. If said option is not exercised by the Committee within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Committee shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) days.

In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his unit, the Committee shall have the right to cure such default by paying the amount so owing to the party entitled thereto, and shall thereon have a lien therefore against such unit ownership, which lien may be perfected and foreclosed in the manner provided in Section 57-8-20 of the Utah Condominium Ownership Act with respect to liens for failures to pay a share of the common expenses.

The Committee shall not exercise any option hereinabove set forth to purchase any unit without the prior written consent of 66 2/3 percent of the unit owners. The members of the Committee, or their duly authorized representatives, may bid to purchase at any auction or sale of the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to an order or direction of a court upon the prior written consent of 66 2/3 percent of the unit owners, which said consent shall set forth a maximum price which the Committee is authorized to bid and pay for said unit or interest therein.

A certificate executed and acknowledged by a majority of the Committee stating that the provisions of this Paragraph 14 as herein set forth have been met by a unit owner or duly waived by the Committee, and that the rights of the Committee hereunder have terminated, shall be conclusive upon the Committee and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this paragraph and whose unit or interest therein has not been acquired as in this paragraph provided, upon request at a reasonable fee not to exceed Ten Dollars (\$10.00).

Except as otherwise provided in herein above, the terms of this Paragraph 14 herein above contained, shall not be applicable to the transfer by gift, sale, testate, or intestate succession, operation of law, or otherwise, of the interest of a co-owner of any unit to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants, at the time of the making of such transfer by gift, sale, testate or intestate succession, operation of law, or otherwise.

Where title to any unit is held by a trust, the bequest, assignment, sale, conveyance or other transfer by a beneficiary of such trust of his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed an assignment, sale, conveyance, devise, or other transfer of the unit owned by such a trust.

Where title to any unit is held by a corporation, or a partnership, the transfer or bequest of fifty percent (50%) or more of the issued and outstanding shares of such corporation, or fifty percent (50%) or more of the interest in such partnership shall be deemed a transfer or devise of the unit owned by such corporation or partnership.

Acquisitions of units or interest therein under the provisions of this



paragraph shall be made from the maintenance fund. If said fund is insufficient, the Committee shall levy a special assessment against each unit owner in the ratio that his percentage of ownership in the common areas and facilities which assessment shall become a lien and may be perfected and foreclosed in the manner provided in Section 57-8-20 of the Utah Condominium Ownership Act with respect to liens for failure to pay a share of the common expenses. The Committee, in its discretion, may borrow money to finance the acquisition of a unit or interest therein which said acquisition is authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit or interest therein to be acquired.

Units or interest therein acquired pursuant to the terms of this paragraph shall be held of record in the names of the members of the Committee and their successors in office or such nominee or entity as the Committee shall designate, for the use and benefit of all the unit owners in the same proportions that the Committee could levy a special assessment under the terms of the immediately preceding sub-paragraph. Said units or interest therein shall be sold or leased by the Committee for the benefit of the unit owners upon such price and terms as the Committee shall determine. All proceeds of such sale and or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Committee shall determine.

If a proposed lease of any unit is made by any unit owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such unit owner to the Committee; and the lessee thereunder, shall be bound by and be subject to all of the obligations of such unit owner with respect to such unit as provided in this Declaration, and the lease shall expressly so provide. The unit owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Committee's right of first option shall apply to such unit.

15. Utilities: There is a central water heating system, a central culinary water heating system and a central air conditioning system which service all buildings in the condominium project. The above-described systems, including the boilers, chiller, pumps, and hot water heater there included, shall constitute a part of the common areas and facilities, with the exception of the plumbing and fan coil units which are located within each of the individual condominium units. The maintenance of the above-described fan coil units and interior plumbing shall be the responsibility of each individual unit owner.

All expenses incurred in the operation, maintenance, and improvement of the water, and air conditioning systems are hereby declared to be common expenses and shall be apportioned among the unit owners in accordance with the condominium project by-laws and the rules and regulations of the committee promulgated thereunder. Any expenses incurred in maintenance and repair of those interior plumbing and fan coil units shall be expenses of the individual unit owner and are not included in the common expenses above described.

16. Damage and Destruction: In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction

of the buildings, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each unit and the common area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the manager or management committee.

If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored by the manager or management committee, using proceeds of insurance, if any, on the buildings for that purpose, and the unit owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the buildings are destroyed or substantially damaged and if the owners, by a vote of at least three-fourths of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the manager or management committee shall record, with the County Recorder, a notice setting forth such facts, and upon the recording of such notice:

(a) the property shall be deemed to be owned in common by the owners;

(b) the undivided interest in the property owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the common area;

(c) any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the owner in the property; and

(d) the property shall be subject to an action for partition at the suit of any owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the owners in a percentage equal to the percentage of undivided interest owned by each owner in the common area, after first paying out of the respective shares of the owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each owner.

Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of at least three-fourths of the voting power, at a meeting of unit owners duly called for such purpose, elect to sell or otherwise dispose of the property. Such action shall be binding upon all unit owners and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

17. No Partition: There shall be no judicial partition of the project or any part thereof, nor shall Declarant or any person acquiring any interest in the project or any part thereof seek any other judicial partition, until the happening of the conditions set forth in Paragraph 16 hereof in the case of Damage and Destruction or unless the property has been removed from the provisions of the condominium ownership act as provided in Section 57-8-22 of the Act; provided, however, that if any condominium shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other condominium.

18. Separate Real Estate Taxes: It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements as provided in the Condominium Ownership Act. In the event that for any years such taxes are not separately taxed to each unit owners, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements.

19. Insurance: The Committee shall obtain and maintain at all times such insurance as the Committee is required to obtain under the provisions of Section 57-8-29 of the Utah Condominium Ownership Act and such other insurance as the Committee deems advisable in the operation, and for the protection, of the property and the units. Any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provision of this Declaration and the Utah Condominium Ownership Act.

The Committee may engage the services of any bank or trust company authorized to do business in the State of Utah to act as trustee or agent on behalf of the Committee for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Committee shall determine consistent with the provisions of this Declaration. In the event of any loss occurring after the first annual meeting of the unit owners is called pursuant to the terms of The By-Laws resulting in the destruction of the major portion of one or more units, the Committee shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed. The fees of such corporate trustee shall be common expenses.

Each unit owner, other than the Declarant shall notify the Committee in writing of any additions, alterations, or improvements to his unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to notify the Committee. The Committee shall use reasonable effort to obtain insurance on any such additions, alterations, or improvements if such owner requests it to do so and if such owner shall make arrangements satisfactory to the Committee to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Committee shall not be obligated to apply any insurance proceeds to restore the affected unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall insure additions, alterations or improvements made by the Declarant named in the Declaration. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each unit and that such policy shall not be terminated cancelled or substantially modified without at least ten (10) days prior written notice to the mortgagee of each unit.

The Committee shall also acquire, make arrangements for and pay for out of the maintenance fund a policy or policies insuring the Committee and the unit owners against any liability, incident to the ownership and or use of those portions of the common areas and facilities not under the exclusive control or occupancy of the unit owners, the liability under which insurance shall not be less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one accident, and Ten Thousand Dollars (\$10,000.00) for property damage (such limits to be reviewed at least annually by the Committee and increased in its discretion).

The Committee shall also acquire, make arrangements for and pay for out of the maintenance fund workmen's compensation insurance to the extent necessary to comply with any applicable laws.

20. Violation of Declaration. The violation of any restriction or condition or regulation adopted by the Committee or the breach of any covenant or provision herein contained, shall give the Committee the right, in addition to any other rights provided for in this Declaration; (a) to enter upon the unit, or any portion of the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Committee, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Furthermore, if any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Declaration or the regulations adopted by the Committee and such violation shall not be cured within thirty (30) days after notice in writing from the Committee or shall reoccur more than once thereafter, then the Committee shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Committee against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants or, in the alternative a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit owned by him on account of the breach of covenant and ordering that all the right title and interest of the unit owner in the property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from re-acquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney fees and all other expenses of the proceeding sale, and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of proceeds after satisfaction of such charges, and any unpaid assessments hereunder or any liens shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit and subject to the Committee's rights as provided in Paragraph 13, hereof, to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

21. Entry by Committee: The Committee or its agents or employees may enter any unit when necessary in connection with any painting, maintenance or reconstruction for which the Committee is responsible or which the Committee has the right or duty to do. Such entry shall be made with as little inconvenience to the unit owners as practicable, and any damage caused thereby shall be repaired by the Committee at the expense of the maintenance fund.

22. Grantees: Each grantee of the Declarant, by the acceptance of a deed on conveyance or each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and the provisions of the Utah Condominium Property Act, as at any time amended, and all easements, rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

23. Incorporation: The Developer (prior to the election of the first Committee) and the Committee may, upon the affirmative vote of a majority of the unit owners, at any time hereafter, cause the formation of a not-for-profit corporation for the purpose of facilitating the administration and operation of the property, and in such event:

(a) Each unit owner shall be a member of such corporation, which membership shall terminate upon the sale or other disposition by such members of his unit ownership, at which time the new unit owner shall automatically become a member therein;

(b) The provisions of the By-Laws shall be adopted as the bylaws of such corporation;

(c) The Articles of Incorporation and bylaws shall contain such terms not inconsistent with this Declaration, as the Declarant or the Committee shall deem advisable and desirable;

24. Failure to Enforce: No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

25. Notices: Notices required or permitted to be given to the Committee or any unit owner may be delivered to any member of the Committee or such unit owner either personally or by mail addressed to such Committee member or unit owner at his unit.

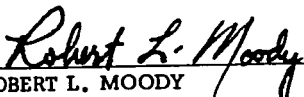
Notices required to be given to any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or her address appearing in the records of the court wherein the estate of such deceased is being administered.

26. Amendments: Except as otherwise provided herein, the provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Committee, and by record unit owners holding at least seventy-five percent (75%) of the total vote hereunder, which amendment shall be effective upon recordation in the office of the recorder of Utah County, State of Utah. This Declaration may not be amended in any particular having the effect of removing the land described herein, or any part thereof, from the Condominium Ownership Act of the State of Utah.

27. Severability: The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof, shall not affect the validity or enforceability of any other provision hereof.


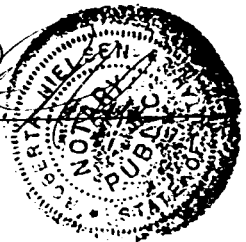
28. Effective date: This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13th day of June, 1977.

  
ROBERT L. MOODY  
President of Camelot Properties Inc.

STATE OF UTAH     )  
                              : ss  
COUNTY OF UTAH )

On this 13 day of June, 1977, personally appeared before me Robert L. Moody, who duly acknowledged to me that he executed the same as President of Camelot Properties, Inc.

  
NOTARY PUBLIC 

Residing: Provo, Utah  
My Commission Expires: 2/17/79  
11/27/78

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EXHIBIT "A"

BY-LAWS  
OF  
CAMELOT CONDOMINIUMS

1. Identity. These are the By-Laws of the Camelot Condominiums.
2. Application. All present or future Unit Owners, tenants, or any other person (s) who might use the facilities of the Camelot Condominium Project in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the units or the mere act of occupancy or use of any of said Units or the Common Areas will signify that these By-Laws are accepted, ratified, and will be complied with by such persons.
3. Definitions. As hereinabove provided, the terms "majority" or "majority of the unit owners" whenever used herein have the same meaning provided for such terms in Section 57-8-3 of the Utah Condominium Ownership Act. Any specified percentage of the unit owners, whether majority or otherwise, for purposes of voting and for all purposes and wherever provided in the Declaration, shall mean such percentage in the aggregate in interest of the common areas and facilities.
4. Voting Rights. If any unit is owned by more than one person, the right to vote with respect to such unit shall not be divided, but shall be exercised as if the unit owners consisted of only one person in accordance with the proxy or other designation made by the persons constituting such unit owner.
5. Direction and Administration of Property. The direction and administration of the property shall be vested in a Management Committee (herein referred to as the "Committee"), consisting of five persons who shall be elected in the manner hereinafter provided. Each member of the Committee shall be one of the unit owners; provided, however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnerships; beneficiary or individual trustee of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Committee.
6. Elections and term of Committee Quorum. At each annual meeting of the unit owners, the unit owners shall, by a vote of a majority of the unit owners present at such meeting, elect the entire Committee for the forthcoming year. Members of the Committee shall serve without compensation for a term of one (1) year, and until their successors are elected. Vacancies in the Committee shall be filled by a majority vote of the members of the Committee. A majority of the members of the Committee shall constitute a quorum. The Committee shall act by the vote of the majority of those members present at a meeting of the Committee when a quorum is present.
7. Regular and special Meetings of the Committee. A regular annual meeting of the Committee shall be held immediately after, and at the same place as, the annual meeting of the unit owners. Other meetings of the Committee may be called, held and conducted in accordance with such regulations as the Committee may from time to time adopt.
8. Removal of Committee Member from Office. Any member of the Committee may be removed from the office by the affirmative vote of 66 2/3 percent of the unit owners at a special meeting of the unit owners called for such purpose.

9. Committee Liability and Indemnity. The members of the Committee and the officers thereof shall not be liable to the unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The unit owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the unit owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the common elements bears to the total percentage interest of all the unit owners in the common elements. Each agreement made by such members or officers shall be executed by such members or officers, as agents for the unit owners.

10. Decision of Committee is Final and Binding. In the event of any dispute or disagreement between any unit owners relating to the property, or any question of interpretation or application of the provisions of the Declaration, the determination thereof by the Committee shall be final and binding on each and all of such unit owners.

11. Powers of Committee. The Committee shall have the power:

(a) To engage the services of a manager or managing agent who may be any person, firm or corporation, upon such terms and compensation as the Committee deems fit, and to remove such manager or managing agent at any time;

(b) To engage the service of any persons deemed necessary by the Committee at such compensation deemed reasonable by the Committee in the operation, repair, maintenance and management of the property, and to remove, at any time, any such personnel;

(c) To establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by the Committee;

(d) To make such charges as it sees fit for the use by unit owners or others of the common elements or portions thereof on such terms as the Committee sees fit. Any funds received by the Committee for any such use shall become part of the maintenance fund.

12. Duties of Committee. The Committee shall acquire and make arrangements for, and pay for out of the maintenance fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(a) Water, waste removal, electricity and telephone and other necessary utility service for the common elements and such services to the units (including but not limited to, heating) as are not separately metered or charged to the owners thereof;

(b) Insurance as provided for and required in the Declaration;

(c) Landscaping, gardening, snow removal, painting, cleaning, tuck-pointing, maintenance, decorating, repair and replacement of the common areas and facilities (but not including the interior surfaces, windows and doors of the units, and the patios and balconies which the unit owners have the exclusive rights to use and occupy as provided for hereinabove, which the respective unit owner shall paint, clean, decorate, maintain and repair) and

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such furnishings and equipment for the common elements as the Committee shall determine are necessary and proper, and the Committee shall have the exclusive right and duty to acquire the same for the common elements;

(d) Any other materials, supplies, furniture, labor, services maintenance, repairs, structural alterations, or assessments which the Committee deems necessary or proper for the maintenance and operation of the property as a condominium project or for the enforcement of any restrictions or provisions contained herein;

(e) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the property or any part thereof which may in the opinion of the Committee constitute a lien against the property or against the common areas and facilities, rather than merely against the interest therein of particular unit owners. Where one or more unit owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Committee by reason of said lien or liens shall be specially assessed to said unit owners and shall, until paid by such unit owners, constitute a lien on the interest of such unit owners in the property, which lien may be perfected and foreclosed in the manner provided in Section 57-8-20 of the Utah Condominium Ownership Act with respect to liens for failure to pay a share of the common expenses;

(f) Maintenance and repair of any unit or any other portion of the property which a unit owner is obligated to maintain or repair under the Committee terms hereof, if such maintenance or repair is necessary, in the discretion of the Committee, and the owner or owners of said unit have failed or refused to perform the necessary maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Committee to said unit owner or owners; provided that the Committee shall levy a special assessment against such unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such unit owner or owners' in the property, which lien may be perfected and foreclosed in the manner provided in Section 57-8-20 of the Utah Condominium Ownership Act with respect to liens for failure to pay a share of the common expenses.

13. Annual and Special Meetings of Unit Owners. The first annual meeting of the unit owners shall be called by the Developer, upon ten (10) days notice, not later than March 1st 1977. Thereafter, an annual meeting of the unit owners shall be held on the first Wednesday in March in each year for the purpose of electing members of the Committee and such other business as may come before the members of the Committee and such other business as may come before the meeting. Special meetings of the unit owners may be called for any reasonable purpose, either by the President, or by not less than 33 1/3 percent of the unit owners, the notice for which shall specify the matters to be considered at such special meeting.

14. Special Provisions regarding Annual Meeting of Unit Owners. All meetings of the unit owners shall take place at 7 o'clock p.m. in the recreation building, or at such other reasonable place or time designated by the Committee. Written notice of the holding of any regular or special meeting

of the unit owners, stating the date, hour and place of such meeting shall be delivered or sent, in person or by mail, to each unit owner in care of his unit at least five (5) days before the date of such meeting. A majority of the unit owners shall constitute a quorum at all such meetings. A unit owner may vote either in person or by proxy at any regular or special meeting of the unit owners. Every proxy must be in writing and no proxy shall be valid after (12) twelve months from the date of its execution.

15. Committee Officers. A president, one or more vice presidents, a secretary and a treasurer shall be elected at each annual meeting of the Committee from among its members. Any two or more offices may be held by the same person, except the offices of president and secretary. Any such officer may be removed by the vote of the majority of the Committee at any time. A vacancy in any office may be filled by the Committee for the unexpired term.

16. Committee President: Duties and Powers. The president shall preside over the meetings of the Committee and the unit owners; he may sign, together with any other officer designated by the Committee, any contracts, checks, drafts, or other instruments designated or approved by the Committee. In the absence of the president, or in the event of his inability to act, the vice-presidents (in order elected) shall perform the duties of the president.

17. Committee Secretary: Duties and Powers. The secretary shall, in addition to the duties provided by law, see that all notices (except the notice for the first annual meeting of the unit owners) are duly given as herein provided.

18. Maintenance, Repair, Improvement of Common Areas. All expenses, charges and costs of the maintenance, repair or replacement of the common areas and facilities and any other expenses, charges or costs which the Committee may incur or expend pursuant hereto, shall be approved by the Committee and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on the common areas and facilities; (other than for purposes of replacing or restoring portions of the common areas and facilities requiring an expenditure in excess of Five Thousand Dollars (\$5,000) without the prior approval of 66 2/3 percent of the unit owners.

19. Annual Budget. Each year on or before November 1, the Committee shall estimate the annual budget of common expenses (the "annual budget") including the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Committee to be necessary for a reserve for contingencies and replacements, and shall on or before December 1 notify each unit owner in writing as to the amount of such estimate with reasonable itemization thereof. Said annual budget shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements. On or before January 31, of the ensuing year, and the last day of each and every month of said year, each unit owner shall be obligated to pay to the Committee, and as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the 31st day of January of each calendar year commencing January 31, 1978, the Committee shall supply to all unit owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each

owner's percentage of ownership in the common areas and facilities to the installments due in the succeeding six months after rendering of the accounting. The Committee shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year, shall be charged first against such reserve. If said annual budget proves inadequate for any reason including nonpayment of any owner's assessment, the Committee may at any time levy a further assessment, which shall be assessed to the unit owners according to each unit owners percentage of ownership in the common areas and facilities. The Committee shall serve notice of such further assessment on all the unit owners by a statement in writing giving the amount and reasons therefore, and such is due within ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.

When the first Committee elected hereunder takes office, it shall determine the estimated budget, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the unit owners during said period as provided in this paragraph.

The failure or delay of the Committee to prepare or serve the annual or adjusted budget on the unit owners shall not constitute a waiver or release in any manner of the unit owner's obligation to pay the maintenance and other costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, the unit owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due within ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

20. Accounting and Inspection. The committee shall keep full and correct books of account in accordance with the provisions of Section 57-8-17 of the Act, and the same shall be open for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the unit owners. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied against less than all the unit owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the unit owners in the percentages set forth in the Declaration, indicating percentage of common element ownership.

21. Fidelity Bonds. The Committee may require that all officers and employees of the Committee handling or responsible for funds shall require adequate fidelity bonds. The premium on such fidelity bonds shall be paid by the Committee.

22. Declarant's Powers. In addition to those powers otherwise bestowed upon the declarant by law or by this Declaration or the by-laws, until such time as the first Committee provided for herein is elected, the Declarant may assess each unit owner a maintenance fee. All of the rights, duties and functions of the Committee set forth in the Declaration shall be exercised by the Declarant for a period ending thirty (30) days after the date on which the first annual meeting of the unit owners is called pursuant to the terms of Paragraph 13 hereinabove. Declarant shall also have the power to appoint and remove some or all of the members of the Committee or some or all of the officers of the unit ownership association, if any, during the thirty (30) day period referred to in the preceding sentence, in accordance with Section 57-8-16.5 of the Act.

23. Default. If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Committee may assess a service charge of .5% of the balance of the aforesaid charges and assessments in default for thirty (30) days for each month, or part hereof, that said balance or any part thereof, remains unpaid. In addition to any remedies or liens provided by law, including the right to possession of the unit of a unit owner in default as aforesaid under the provisions of the Forceable Entry and Detainer Act, if a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Committee may bring suit for and on behalf of itself and as representative of all unit owner, to enforce collection thereof or to foreclose the lien therefore as provided by law; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney fees to be fixed by the Court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-user of the common elements or abandonment of his or her unit.

24. Statement of Account. Upon ten (10) days notice to the Committee, and the payment of a reasonable fee fixed by the Committee not to exceed Fifteen Dollars (\$15.00) any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

25. Mortgage Protection. Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or mailing of a notice by the Committee of the amount owing by a unit owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed.

26. Rules and Regulations. The Committee may, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the common elements and the units, not inconsistent with the terms of the Declaration and these By-Laws as it sees fit, and the unit owners shall conform to and abide by such rules and regulations. Written notice of such rules and regulations shall be given to all unit owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

27. Amendment. Except as otherwise provided herein, the provisions of these By-Laws may be amended, changed or modified by an instrument in writing setting forth such amendement, change or modification, signed and acknowledged by all members of the Committee, and by record unit owners holding at least seventy-five percent (75%) of the total vote hereunder, which amendement shall be effective upon recordation in the office of the recorder of Utah County, State of Utah. These By-Laws may not be amended in any particular having the effect of removing the land described herein, or any part thereof, from the Condominium Ownership Act of the State of Utah.

End of By-Laws

*Thomas J. Stangor*  
*Thomas J. Stangor*

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*Thomas J. Stangor*

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