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**WATERBURY OPEN SPACE COMMUNITY**  
**RESTATED DECLARATION**  
**OF**  
**CONDOMINIUM**  
**OF**  
**WATERBURY OPEN SPACE COMMUNITY**  
**(INCLUDING BYLAWS)**

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RESTATED DECLARATION OF CONDOMINIUM  
OF  
WATERBURY OPEN SPACE COMMUNITY

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THIS RESTATED DECLARATION OF CONDOMINIUM OF WATERBURY OPEN SPACE COMMUNITY, hereinafter referred to as the "Declaration," is made by the Waterbury Homeowners Association and consists of a restatement, or compilation, of the original Declaration and all amendments thereto.

This Restated Declaration supersedes and replaces the following:

1. The Declaration of Condominium recorded as Entry No. 2548993, in Book 3356, page 23, et seq., on June 22, 1973 in the Recorder's Office for Salt Lake County, Utah.
2. The Amendment to the Declaration recorded as Entry No. 3075558 on March 9, 1978, in the Recorder's Office for Salt Lake County, Utah.
3. The Amendment to the Declaration recorded as Entry No. 3521301 on January 7, 1981 in the Recorder's Office for Salt Lake County, Utah.
4. The Amendment to the Declaration recorded as Entry No. 3987263 on August 30, 1984 in the Recorder's Office for Salt Lake County, Utah.
5. The Amendment to the Declaration recorded as Entry No. 6407025 on July 16, 1996 in the Recorder's Office for Salt Lake County, Utah.
6. The Amendment to the Declaration recorded as Entry No. 9145883 on August 13, 2004 in the Recorder's Office for Salt Lake County, Utah.

RECITALS

WHEREAS, certain real property has been subjected to this Declaration, such real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning at a point West 783.20 feet and North 2588.38 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence East 196.56 feet to a point on the Westerly line of Van Winkle Expressway, said point being on a curve to the right the radius point of which is North 42° 39' 30" East 2939.93 feet; thence Northwesterly along the arc of said curve 1252.43 feet; thence South 65° 00' West 280.00 feet; thence West 92.74 feet; thence North 16° 08' West 152.925 feet to a point of a 499.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 16.94 feet; thence South 75° 48' 43" West 42.00 feet to a point on a curve to the left, the radius point of which is North 75° 48' 43" East 541.00 feet; thence Southeasterly along the arc of said curve 18.37 feet to a point of tangency; thence South 16° 08' East 140.775 feet; thence West 67.45 feet; thence South 28° 08' 30" East 20.97 feet; thence South 1° 49' East 230.12 feet; thence South 15° 00' 30" East 161.42 feet; thence South 0° 16' 15" West 326.00 feet; thence South 13° 52' 40" West 228.24 feet; thence South 22° 53' East 164.75 feet; thence South 17° 51' East 117.80 feet; thence South 0° 13' East 106.74 feet; thence South 89° 46' 04" East 219.985 feet; thence South 168.365 feet; thence East 387.75 feet; thence North 65° 00' East 97.73 feet; thence East 39.16 feet; thence North 552.44

feet; thence East 137.76 feet to the point of beginning, excepting therefrom two parcels described as follows:

**PARCEL 1.**

Beginning at a point on the Westerly right-of-way line of Van Winkle Expressway, said point being West 568.64 feet and North 2588.38 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence West 196.56 feet; thence North 71.64 feet; thence North 27° 30' West 25.00 feet; thence North 62° 30' East 83.00 feet to a point on the Westerly line of Van Winkle Expressway, said point being on a curve to the left; the radius point of which is North 46° 20' East 2939.93 feet; thence Southeasterly along said Westerly line and arc of said curve 188.57 feet to the point of beginning. ("Boat and Camper Storage Area")

**PARCEL 2.**

Beginning at a point North 2658.03 feet and West 1329.11 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence West 10.0 feet; thence North 10.0 feet; thence East 10.0 feet; thence South 10.00 feet to the point of beginning. ("The Well Property")

Together with a right-of-way for egress and ingress over and across the following described real property:

Beginning at a point North 3639.48 feet and West 1718.17 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on a curve to the right, the radius point of which is North 75° 48' 43" East 541.00 feet; thence Northerly along the arc of said curve 86.76 feet to a point of tangency; thence North 5° 00' West 174.54 feet to the South line of 5600 South Street; thence South 84° 37' 52" East along said South line 42.70 feet; thence South 5° 00' East 166.85 feet to a point of a 499.00 foot radius curve to the left; thence Southerly along the arc of said curve 80.02 feet; thence South 75° 48' 43" West 42.00 feet to the point of beginning. (Easement for Right-Of-Way to and from Waterbury Way.)

hereinafter referred to as the "Real Property," and

WHEREAS, the Real Property consists of the land above described, together with certain residential buildings and certain other improvements heretofore constructed upon said premises, and

WHEREAS, Richard Prows, Inc., and Prudential Service Corporation, both Utah corporations, hereinafter referred to as the "Declarants," have constructed residential buildings and other improvements upon the Real Property in accordance with the plans and drawings set forth in the Record of Survey Map filed for record concurrently herewith, consisting of five (5) sheets, prepared and certified by Robert B. Jones, Utah Registered Land Surveyor, and

WHEREAS, the Real Property and the buildings and other improvements constructed thereon have been submitted and continue to be submitted to the provisions of the Utah Condominium Ownership Act as a condominium project known as the WATERBURY OPEN SPACE COMMUNITY, and

WHEREAS, the fee title to the individual units contained in such Condominium Project, together with an undivided ownership interest in the common areas and facilities appurtenant thereto, have been and shall continue to be sold to various purchasers, subject to the covenants, limitations, easements and restrictions herein contained, and

WHEREAS, various amendments to the original Declaration have been adopted by the Association from time to time resulting in difficulty and confusion for the reader in navigating and ascertaining the currently applicable terms and provisions of the Declaration and the Association desires by this Restated Declaration to provide a single document containing all current and applicable Declaration provisions for the ease and convenience of the reader.

## DECLARATION

1. Definitions. The terms used herein and in the By-Laws (attached hereto as Exhibit "B") shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context otherwise requires.

(a) The Act. The term the "Act" shall mean and refer to the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated, 1953) as the same may be amended from time to time;

(b) Condominium Project. The term the "Condominium Project", or sometimes the "Project", shall mean all of the Property, including all structures and other improvements thereon, subject to this Declaration;

(c) Map. The term "Map" shall mean and refer to the Record of Survey Map of this Condominium Project filed for record simultaneously herewith by the Declarants;

(d) Common Areas. The term "Common Areas and Facilities" or simply the "Common Areas", shall mean and refer to:

(1) The land on which the buildings and other improvements are constructed;

(2) Those Common Areas and facilities specifically set forth and designated as such in the Map;

(3) That part of the Condominium Project not specifically included in the respective Units as hereinafter defined;

(4) All foundations, columns, girders, beams, supports, main walls, retaining walls, roofs, stairs, stairways, entrances and exits of the buildings, exterior walkways, streets, yards, gardens, fences, picnic areas, bowery, club house, swimming pool, tennis courts, open parking spaces, installations of central services such as power, light, gas, all apparatuses and installations existing for common use, such recreational and community facilities as may be provided for, and all other parts of the Real Property necessary or convenient to its existence, maintenance and safety of the Common Areas or normally in common use;

(5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein;

(e) Unit Owner. The term "Unit Owner" or "Owner" shall mean and refer to any person or entity, including the Declarants, at any time owning a condominium unit including a proportionate share of the Common Areas as defined herein. The term "Unit Owner" or "Owner" shall not refer to any mortgagee as herein defined, unless such mortgagee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure;

(f) Property. The term "Property" shall mean and refer to the land above-described, the buildings, all other improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith;

(g) Unit. The term "Unit" means that part of the Property owned in fee simple by Unit Owners intended for independent use as defined in the Act and as shown (cross-hatched) on the Map. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceiling, windows and window frames, doors and door frames, and trim, and includes both the portions of the Building so described and the air space so encompassed, together with all fixtures and appliances therein contained;

(h) Common Expenses. The term "Common Expenses" shall mean all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules and regulations and other determinations and agreements

pertaining to the Condominium Project as the Management Committee or the Unit Owners may from time to time adopt;

(i) Management Committee. The term "Management Committee" shall mean the governing body of the Project, elected or selected pursuant to paragraph 6 hereof;

(j) Manager. The term "Manager" shall mean the person, persons, corporation, or other entity engaged by the Management Committee to manage the affairs of the project;

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

(l) Mortgagee. The term "Mortgagee" shall mean any person named as a mortgagee or beneficiary under or holder of a deed of trust;

(m) Limited Common Areas. The words "Limited Common Areas and Facilities", or sometimes simply "Limited Common Areas", shall mean those common areas designated herein as reserved for the use of the particular Units to which they are adjacent, attached, assigned in Exhibit "C", or appurtenant and/or as designated on the Map to the exclusion of the other Units; and

(n) Incorporation of Act Definitions. To the extent applicable to the tenure hereof and not inconsistent herewith, the definitions contained in the Act are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

2. Submission to Condominium Ownership. The above-described land, the buildings and other improvements and structures constructed thereon, together with all appurtenances thereto, have been submitted and continue to be submitted to the provisions of the Act as a Condominium Project to be known as the WATERBURY OPEN SPACE COMMUNITY. The project and every part thereof is held and shall be held, conveyed, devised, leased, granted, encumbered, used, occupied and otherwise affected in any manner, subject to provisions of this Declaration and the Act. Each and all of the provisions hereof are hereby declared to be in furtherance of the general plan and scheme of condominium ownership, and are further declared to be for the benefit of the Project and every part thereof, and for the benefit of each Unit Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land, or as equitable servitudes, as the case may be, and shall bind all persons hereafter acquiring or owning any interest in the Project however such interest may be obtained.

### 3. Development Plans.

(a) Buildings. The Project (in addition to recreational and other buildings and facilities provided therefore) includes 43 residential buildings (Buildings) as shown on the Map. Forty-two of the Buildings are numbered 1 to 42, inclusive, followed by capital letters D, Q or T. One of the Buildings is numbered "43", which is an existing two-level house with an attached garage, which constitutes one Unit. There are a total of 301 Units in the Project.

Each of the Buildings designated by capital letter Q contains four Units, with the two outside Units being one story and the two inside Units being two story structures. Each of the Buildings designated by capital letter D contains two Units on one level, and each of the Buildings designated by capital letter T contains 12 Units on three levels (four Units per level).

All Buildings are structurally of frame construction with marblé-crete panels, trimmed with rough-sawn cedar.

(b) Other Details. All other details involving the respective descriptions and locations of the Buildings, Units, the number of stories, number of Units and other like details are shown on the Map which is filed of record simultaneously herewith.

(c) Designations. The Building designations and the Unit Number of each Unit are set forth in Exhibit "A" hereto attached and on Sheet 1 of the Map.

4. Nature and Incidents of Condominium Ownership.

(a) Nature of Ownership. The Project is hereby divided into 301 Condominium Units, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Areas in accordance with the attached Exhibit "A" setting forth the respective undivided interest in the Common Areas appurtenant to each Unit. Such undivided interests in the Common Areas are hereby declared to be appurtenant to the respective Units. The proportionate share of the Unit Owners in the Common Areas is based on the proportionate value that each of the Units bears to the total value of the Property. The percentage of ownership in the Common Areas shall be for all purposes including, but not limited to, voting and assessment for common expenses.

(b) Limited Common Areas. The Limited Common Areas shall consist of two-car carports for each of the Units in buildings designated D and Q, such carports being located adjacent to the Units as shown on the Map; the patios and balconies whenever shown on the Map; two carports per Unit in all Buildings designated T (Buildings 25T to 42T, inclusive) assigned as set forth in Exhibit "C".

(c) Holding Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

(d) No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of condominium ownership prescribed herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Area appurtenant to such Unit, shall always be conveyed, devised, encumbered, and otherwise affected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit or any part thereof shall constitute a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Unit, together with all appurtenant right created by law or by this Declaration.

(e) No Partition. The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring any action for partition thereof.

(f) Use of Common Areas and Limited Common Areas. Subject to the limitations contained in this Declaration, any unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein for exclusive use by such Unit Owner.

(g) Unit Maintenance. Each Owner shall have the exclusive right at his sole cost and expense to maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with, his Unit.

(h) Maintenance of Limited Common Areas. Each owner shall keep the Limited Common Areas designed for use in connection with his Unit in a clean, sanitary and attractive condition.

(i) Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Units.

Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building on the Property, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

(j) Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Management Committee as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Management Committee shall also have such right independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the insistence of the Management Committee or of Unit Owners shall be an expense of all the Unit Owners; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage shall be repaired and the property shall be restored substantially to the same conditions as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Management Committee by assessment pursuant to paragraph 7 below.

(k) Right of Ingress, Egress, Lateral Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to the Limited Common Areas designated for use in connection with his Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

(l) Easement to Management Committee. The Management Committee shall have a non-exclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

(m) Easements for Utility Services. Easements are reserved through the Project as may be required for utility services.

(n) Reciprocal Easements. All conveyances of Units hereafter made, whether by Declarants or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to subparagraphs (i), (j), (k), (l) and (m) above even though no specific reference to such easements or to those subparagraphs appears in any such conveyance.

5. Description of a Unit. Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah, in substantially the following fashion:

Unit \_\_\_\_\_ in Building \_\_\_\_\_ as shown in the Record of Survey Map for WATERBURY OPEN SPACE COMMUNITY appearing in the records of the County Recorder of Salt Lake County, Utah, in Book \_\_\_\_\_, Page \_\_\_\_\_ of Plats, and as defined and described in the Declaration of Condominium for WATERBURY OPEN SPACE COMMUNITY, appearing in such records in Book \_\_\_\_\_, Page \_\_\_\_\_, of Records.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to ownership of a Unit and all the limitations on such ownership as described in this Declaration



6. Management Committee, Rights and Obligations.

(a) Management Body. The business, property and affairs of the Project shall be managed by the Management Committee composed of not less than five (5) nor more than nine (9) members, as the Management Committee may itself from time to time determine. At the first regular Owners' meeting two Committee members shall be elected for a one year term, two members for a two year term, and one member for a three year term. At each annual Owners' meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a three year term. Members shall serve on the Committee until their successors are elected and qualify. In the event the Management Committee increases its size as provided hereinabove, the terms of the new members of the Committee shall be staggered so that at any annual Owners' meeting, approximately one-third of the Management Committee must be elected, without regard to vacancies prior to the ends of terms or new seats created by the Management Committee. Only resident Unit Owners or spouses of Unit Owners shall be eligible for Committee membership. At the annual meeting each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that until title to all of the Units shall have been conveyed by the Declarants to the purchasers thereof, the Declarants alone, at their option, shall act as the Management Committee. In the event a Committee seat which was filled by Declarants becomes vacant, Declarants shall have the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In case the Management Committee increases its size at any time following the annual Owners' meeting and in all other cases of vacancy the remaining Committee members shall elect a new member or replacement to sit on the Committee until the next annual Owners' meeting, at which time the Unit Owners shall elect a member for the balance of the new term or the remaining term of the member who vacated the Committee seat.

(b) Rights and Duties. The Management Committee, subject to the rights of the Owners set forth in Paragraph 4 hereof, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair; provided, however, that each Owner of a Unit shall keep the Limited Common Areas designated for use in connection with his Unit, in a good, clean sanitary and attractive condition. The Management Committee shall be responsible for the maintenance and repair of exterior surfaces of the Buildings, including, without limitation, the painting of the same as often as necessary, the replacement of trim, the maintenance and repair of roofs, the maintenance and repair of other Common Areas and all other improvements or material located within or used in connection with the Common Areas. The Management Committee shall have the exclusive right to contract for all goods, services, and insurance payment of which is to be made from the common expense fund, subject to the provisions of subparagraph (f) below. The specification of duties of the Management Committee with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence in this paragraph. The cost of such management, operation, maintenance and repair by the Management Committee shall be borne as provided in paragraph 7 of this Declaration.

(c) Payment for Services, etc. The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Management Committee or by any person or entity with whom or which it contracts. The Management Committee may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Management Committee may arrange with others to furnish lighting, water, snow removal, grounds maintenance and other common services to each Unit. The cost of such services shall be borne as provided in paragraph 7 of the Declaration.

(d) Personal Property Ownership and Use. The Management Committee may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto, and such beneficial interest may in no event be reserved by the transferor of a Unit. Each owner may use such property in accordance with the purpose for

which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

(e) Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Management Committee may suspend any Owners' voting rights in the meeting of Unit Owners during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration, and may deny use of amenities of the Project to residents of the Project who demonstrate a failure to comply with such rules, regulations and obligations. The Management Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law, and the costs of such judicial action including reasonable attorney's fees shall be recoverable from the Unit Owner involved.

(f) Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of, the Common Areas requiring an expenditure in excess of seven and one-half percent (7½%) of the annual operating assessment without the prior approval of Unit Owners holding a majority of the voting power.

(g) Other Rights. The Management Committee may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

#### 7. Assessments.

(a) Agreement to Pay Assessments. Each Owner of any Unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Management Committee to pay to the Management Committee annual assessments made by the Management Committee for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.

(b) Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas or furnishing utility services to the Units, which estimates may include, among other things, expenses of Management; grounds maintenance; taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting; water charges; repairs and maintenance; wages for Management Committee employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve; surplus and/or sinking fund, which must be used only for the specific purpose or purposes for which it was created and may not be used to reduce operating assessments or deficits or for costs of capital improvements not provided for as part of such funds; and any other expenses and liabilities which may be incurred by the Management Committee for the benefit of the Owners under or by reason of this Declaration.

(c) Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their respective undivided interests in the Common Areas. For this purpose Declarants shall be considered to own only the undivided interest in Common Areas based upon Units not conveyed by Declarants.

(d) Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar year basis. The Management Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days or more than sixty (60) days prior to the

beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Management Committee as the date of commencement of the Project. Each annual assessment shall be due and payable in monthly installments on the first (1<sup>st</sup>) day of each and every month and no separate notices of such monthly installments shall be required. Advance payments of monthly assessments shall not be permitted except by separate checks for each month which are to be deposited on the first banking day of the month to which the payment applies. On the twenty-first (21<sup>st</sup>) day of each month a late fee shall be charged in the amount determined by the Management Committee from time to time, except that no single late charge shall exceed three quarters of one hundredth of one percent (.0075%) of the annual operating budget which is in effect at the time the late charge is levied.

(e) Special Assessments. In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year a special assessment, subject to the provisions of paragraph 6 (f) above, payable over such a period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for defraying increased utility and essential maintenance costs, or for any other expense incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority of the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs hereof which shall make specific reference to this paragraph. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Declarants' interest in Common Areas shall be determined on the same basis set forth in subparagraph (c). Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of eighteen per cent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. In addition, a penalty of five (5) dollars per month shall be levied on each special assessment which is not paid within thirty (30) days from the date it becomes due and payable.

(f) Lien for Unpaid Assessments. All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Management Committee. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (b) encumbrances on the interest of the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this section, the Management Committee may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Management Committee and may be recorded in the office of the County Recorder of Salt Lake County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Management Committee in the same manner in which mortgages on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to the Management Committee any assessments against the Unit which shall become due during the period of foreclosure. The Management Committee shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the Management Committee and recorded in the office of the County Recorder of Salt Lake County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

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

The Management Committee shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrance.

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

(h) Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed ten dollars (\$10.00) and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the lien of a Mortgagee which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the ten (10) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Unit.

(i) Purchaser's Obligation. Subject to the provisions of subparagraph (h), a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

(j) Reinvestment Fee Due on Transfer of Unit. Each time legal title to a Unit passes from one person to another, within thirty (30) days after the effective date of such title transaction, the new Unit Owner shall pay to the Association, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Management Committee from time to time. The following are not subject to the above referenced reinvestment fee:

- (1) an involuntary transfer;
- (2) a transfer that results from a 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, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent (50%) for estate planning purposes;
- (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 \$250.

8. Use Restrictions.

(a) Single Family Housing Use. Each of the 301 Units in the Project is intended to be used for single family residential housing and is restricted to such use.

(b) Restrictions Concerning Common Areas. There shall be no obstruction of the Common Areas by the Owners and/or their guests without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Management Committee.

(c) Miscellaneous Restrictions. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Management Committee, but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarants shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

(d) Animals. No livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, except that household pets (dogs and cats) may be kept in Units, subject to strict observances of rules and regulations adopted by the Management Committee.

(e) No Violation of Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Areas as adopted from time to time by the Management Committee.

(f) Restrictions on Alterations. No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Management Committee.

(g) Declarants' Right to Sell Units. Notwithstanding anything herein to the contrary, until the Declarants have completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarants nor the Management Committee shall interfere with the completion of the contemplated improvements and sale of the remaining Units. The Declarants may make such use of the unpaid Units and the Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office, the showing of the Units, and the display of signs.

(h) Leasing and Renting of Units. Notwithstanding the provisions of Paragraph 14 of this Declaration, the leasing and renting of units by owners shall be in accordance with this subparagraph. "Leasing or renting" of a unit means the granting of a right to use or occupy a unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean and include joint ownership of a unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

(i) Rental Lease Limit. Owners and units shall be subject to the following restrictions:

(i) No owner may lease or rent less than the entire unit and no owner may lease or rent any unit for a period less than twelve (12) consecutive months.

(ii) No unit may be rented or leased if the rental or lease results in more than fourteen percent (14%) of units ("Rental-Lease-Limit") being rented or leased, except as provided in Subparagraph 8(h)(3).

(2) Application and Approval. Prior to renting or leasing any unit, an owner shall apply to the Management Committee for approval. The Committee shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit. The Committee shall:

(i) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease-Limit; or

(ii) Deny the application if it determines that the rental or lease of the unit will exceed the Rental-Lease Limit.

(3) Hardship Exemption. Notwithstanding Subparagraphs 8(h)(2)(i) and (ii), to avoid undue hardships or practical difficulties such as the owner's job relocation, extended vacation, disability, military service, charitable service, or other similar circumstances, the Management Committee shall have discretion to approve an owner's application to temporarily rent or lease the owner's unit provided the approval would not result in more than twenty percent (20%) of the total units being rented or leased.

The Management Committee, in its discretion, may use a percentage of the Units described in Subparagraph 8(h)(1)(ii) above, if available, for hardship exceptions.

The Board may not approve an application to rent or lease less than the owner's entire unit or to rent or lease the unit for a period of less than twelve (12) consecutive months.

(4) Multiple Unit Ownership. An owner is not eligible to rent more than one unit until the pending applications of:

(i) All owners who are not currently renting or leasing a unit have been approved; and

(ii) All owners who are currently renting or leasing fewer units than the applicant have been approved.

(5) Review of Rental Applications. Applications from an owner for permission to rent or lease shall be reviewed and approved or denied by the Management Committee pursuant to the following:

(i) The Management Committee shall review applications for permission to rent or lease in chronological order based upon the date of receipt of the application. Within ten (10) business days of receipt, the Committee shall approve or deny an application as provided in Subparagraph 8(h)(2) and shall notify the owner within fifteen (15) business days of receipt of the application if permission is not given and the reason for the denial.

(ii) If an owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the owner whose application was earliest will have the first opportunity to rent or lease, subject to Subparagraph 8(h)(4).

(6) Application Form; Approval Process; Waiting List. An application form, the application and approval process, a waiting list, and any other rules deemed necessary by the Committee to implement this section shall be established by rules adopted by resolution of the Management Committee consistent with this Subparagraph 8(h).

(7) Approved Lease Agreement. All owners shall use and provide the Management Committee with a copy of The Waterbury Homeowners' Association Approved Residential Lease Agreement ("Approved Lease Agreement") which shall be kept on file with the books and records of the Association so that the Association may determine the number of units rented or leased. The Approved Lease Agreement shall be on a form prescribed by resolution of the Committee.

(8) Violations of Rental Restrictions. If an owner fails to submit the required application, fails to use and submit a copy of the Approved Lease Agreement and rents or leases any unit, and/or rents or leases any unit after the Management Committee has denied the owner's application, the Management Committee may assess fines against the owner and the owner's unit in an amount to be determined by the Committee pursuant to a schedule of fines adopted in accordance with Utah Code Ann. 57-8-37. In addition, regardless of whether any fines have been imposed, the Management Committee may proceed with any other available legal remedies, including but not limited to, an action to terminate the rental or lease agreement and removal of any tenant or lessee.

(9) Recovery of Costs and Attorney Fees. The Association shall be entitled to recover from the offending owner its cost and attorney's fees incurred for enforcement of this Subparagraph 8(h), regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the owner and the unit as an assessment pursuant to Paragraph 7 of this Declaration.

(10) Grandfather Clause. As of August 13, 2004, any owner that is currently renting or leasing a unit ("Grandfathered Owner") may continue to rent or lease their unit until such time as the unit is sold or title is otherwise transferred to a new owner of record. However, notwithstanding the grandfather provision above, if a Grandfathered Owner fails to re-let their unit within ninety (90) days of the expiration or termination of a rental or lease agreement by any tenant, then the Grandfathered Owner and unit become subject to the Rental-Lease Limit expressed above and shall apply to the Management Committee for permission to rent or lease the unit in accordance with this Subparagraph 8(h).

(11) Owner Obligation to Inform Tenant and Association. Rental and lease agreements shall comply with the following:

(i) The owner shall provide the tenant or lessee with a copy of all rules and regulations (the "Rules and Regulations") then in effect and shall take a receipt for delivery of the Rules and Regulations. In the event the Rules and Regulations are amended, revised, changed, or supplemented by the Association, the owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Management Committee, or its membership.

(ii) Upon the commencement of the rental or lease period, the owner shall provide the Association with a copy of the Approved Lease Agreement and a copy of the receipt specified in Subparagraph 8(h)(11)(i) of this paragraph. If the owner fails to provide the receipt, the Association shall provide a copy of the Rules and Regulations to the tenant or lessee and take a receipt therefore, and shall assess a reasonable charge therefor to the owner as an assessment pursuant to Paragraph 7 of this Declaration.

(12) Termination of Lease or Rental Agreement for Violations. In addition to any other remedies available to the Association, the Management Committee may require the owner to terminate a lease or rental agreement if the Committee determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the Rules and Regulations adopted thereto.

(i) No hot tub, Jacuzzi, swimming pool, or similar water retention device shall be constructed or installed in any of the limited common areas including patios or carports.

9. Insurance.

(a) Insurance Coverages. The Management Committee shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Utah. The provisions of this section shall not be construed to limit the power or authority of the Management Committee to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee may deem appropriate from time to time.

(1) Casualty and Other Coverages. The Management Committee shall obtain insurance on the Project in such amounts as shall provide for full replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance if available and if deemed appropriate by the Management Committee, and such other risks and hazards against which the Management Committee shall deem it appropriate to provide insurance protection. The Management Committee may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Management Committee's opinion are consistent with good business practice.

(2) Liability Protection. The Management Committee shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Management Committee, and activities in connection with the ownership, operation, maintenance and other use of the Project.

(3) Workmen's Compensation Coverage. The Management Committee shall purchase workman's compensation and employer's liability insurance and all other similar insurance in respect to employees of the Management Committee in the amounts and in the forms now or hereafter required by law.

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

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

(b) Discretionary Coverage. The Management Committee may in its discretion elect to obtain insurance on the personal property and furnishings initially placed in the Units of Owners by Declarants upon completion of construction of the Project in such amounts as shall provide for the full replacement thereof in the event of damage or destruction from casualty against which such insurance is obtained.

(c) Form of Insurance. Casualty insurance shall be carried in a form or forms naming the Management Committee the insured, as trustee for the Owners and for Declarants, whether or not it is an Owner, which policy or policies shall specify the interest of each Unit Owner (Owner's name, Unit number, the appurtenant undivided interest in the Common Areas), and which policy or policies shall provide a standard, noncontributory mortgagee clause in favor of each first Mortgagee which from time to time shall give notice to the Management Committee of such first Mortgage. Each policy also shall provide that it cannot be cancelled by either the insured or the insurance company until after ten days' prior written notice is first given to each Owner, to Declarants and to each first Mortgagee. All policies of insurance shall, if possible, provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall, if possible, provide further that the insurance under any such policy, as



to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the Management Committee the insured, as trustee for the Owners and for Declarants, whether or not they are Owners, and shall protect each Owner and Declarants against liability for acts of the Management Committee in connection with the ownership, operation, maintenance or other use of the Project. Such policies of insurance shall provide that all insureds (including, but without limitation, the Declarants, Owners, Management Committee, and officers of the Management Committee) shall be considered as separate insureds and coverage shall be afforded each such insured in the same manner as though separate policies had been issued to each such insured and the insurance afforded any person or organization as insured under this policy shall not in any way be prejudiced by the inclusion therein of more than one person and/or organization as insured, but the inclusion of more than one insured under the policy shall not operate to increase the limits of the company's total liability under the policy.

(d) Unit Owner's Insurance on Personal Property. Insurance coverage on the furnishings initially placed in the Unit by Declarants, except to the extent that the Management Committee pursuant to subparagraph (b) hereof elects to arrange for casualty insurance, and, regardless of the Management Committee's election, insurance coverage against loss from theft on all personal property placed in the Unit by Owners, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Management Committee, with respect to the Common Areas shall be the responsibility of the respective Owners.

(e) Insurance Proceeds to Management Committee. The Management Committee shall receive the proceeds of any casualty insurance payment received under policies obtained and maintained pursuant to this section. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose.

(f) Right of Unit Owners to Obtain Insurance. Notwithstanding the provisions of subparagraph (a) and (b) above, each Owner may obtain insurance at his own expense providing coverage upon his Unit, his personal property for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Management Committee obtains pursuant to this section. All such insurance of the Owner's Unit shall waive the insurance company's right of subrogation against the Management Committee, the other Owners and the servants, agents, guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

#### 10. Casualty Damage or Destruction.

(a) Binding Effect. Title to each Unit is hereby made subject to the terms and conditions hereof which bind the Declarants and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Unit.

(b) Management Committee As Agent of Owners. All of the Owners irrevocably constitute and appoint the Management Committee their true and lawful agent in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Owners shall constitute appointment of the attorney in fact herein provided.

(c) Authority of Management Committee. As attorney in fact, the Management Committee shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of a Unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

(d) Management Committee's Duties Re Mortgage Purchase. In the event any Mortgagee should not agree not to rebuild, the Management Committee shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if 80% of the Owners are in agreement not to rebuild. The

Management Committee shall obtain the funds for such purpose by special assessments under paragraph 7 of this Declaration.

(e) Repair or Reconstruction of Damages. As soon as practicable after receiving these estimates the Management Committee shall diligently pursue to completion the repair or reconstruction of the part of the Project damaged or destroyed if the Project is damaged or destroyed to the extent of 75% or less than the value thereof. The Management Committee may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be substantially in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Owners may approve, provided that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than 5% from the number of cubic feet and the number of square feet for such Unit as originally constructed pursuant to such original plans and specifications, and the location of the building shall be substantially the same as prior to damage or destruction. The same easements for encroachments as declared in Section 4(h) (above) shall and do hereby apply under the provisions of this Section. In the event the Project is destroyed or damaged to the extent of more than 75% of the value thereof, the Unit Owners shall, at a meeting within 100 days after such damage or destruction duly called by the Management Committee for the purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless Owners representing not less than 80 percent of the undivided interests in the Common Areas agree to the withdrawal of the Project from the provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to substantially the same condition they were in immediately prior to such destruction or damage.

(f) Purpose of Insurance Proceeds; Special Assessments. The proceeds of any insurance collected shall be available to the Management Committee for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Management Committee, pursuant to paragraph 7 hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that paragraph. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

(g) Disposition of Insurance Proceeds, Etc. The insurance proceeds held by the Management Committee and the amounts received from the assessments provided for in paragraph 10(f) above constitute a fund for the payment of cost of repair and the reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost or reconstruction or repair shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Unit Owners in proportion to the contributions each Owner made pursuant to the assessments the Management Committee made under paragraph 10(f) of this Declaration.

(h) Withdrawal of the Project. If 80% of the Unit Owners and all holders of first Mortgages on Units agree not to rebuild, as provided herein, the Project may be removed from the provisions of the Act as prescribed therein.

11. Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its percentage of interest in the Common areas) in the Project is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit.

12. Amendment of this Declaration. The Unit Owners at any time, and from time to time, have the right to amend this Declaration and/or the Map upon which the approval of Unit Owners representing not less than two-thirds (2/3) of the undivided interests in the Common Areas, which approval shall be by duly recorded instrument.

13. Service of Process. The name of the person to receive service of process in the cases contemplated by the Act is the registered agent for the Association as reflected in the records of the Utah Division of Corporations and Commercial Code from time to time.

14. Transfer or Lease of Units. The Owner, or Owners, of any Unit in the Project who desires to sell his Unit, or to enter into any agreement for the occupancy of his Unit by another person or persons, shall give the Management Committee ten (10) days advance written notice thereof, which notice shall state the name and address of the proposed purchaser or occupant as the case may be, and the terms and conditions upon which said proposed purchaser or occupant agrees to purchase or occupy such Unit. The Management Committee shall have the right, exercisable at any time with ten (10) days after its receipt of such notice, to purchase or enter into an agreement for the occupancy of such Unit upon the same terms and conditions as those specified in that notice; provided, however, that in the event the Management Committee enters into an agreement hereunder for the occupancy of any Unit, it shall have the right to sublet such unit to any person or persons reasonably suitable to the Management Committee. In the event the Management Committee determines that it desires to purchase, or enter into an agreement respecting the occupancy of a Unit as above provided, but concludes that the price or rental specified in the notice is unreasonable, the Management Committee shall give the Owner or Owners of such Unit written notice thereon within seven (7) days after its receipt of notice of the proposed sale or occupancy arrangement. The notice thus given by the Management Committee shall state that it has elected or thereby elects to purchase said Unit, or enter into an agreement for the occupancy of the same, and shall state further that the Management Committee believes the price or rental specified in the notice given to it is unreasonable. The Management Committee shall thereafter be obligated to purchase such Unit, or enter into an agreement for the occupancy of same, as the case may be, at a price or rental to be determined by a group of three M.A.I. Appraisers to be selected as follows: The Management Committee shall select one appraiser, the Unit Owner or Owners concerned shall select one appraiser, and the two appraisers thus selected shall select the third appraiser. In the event all three appraisers cannot agree on a price or rental to be paid, as the case may be, the decision of any two of the three shall be binding.

The Management Committee, upon written request of any prospective seller, buyer, lessor, tenant or mortgagee, shall furnish a duly acknowledged certificate of compliance with, or a waiver of, the provisions of the immediate preceding paragraph. Such a certificate shall be conclusive evidence of the facts stated therein.

The restrictions upon the sale or lease of Units hereinbefore set forth shall not apply to the Declarants or to any holder of the mortgage which comes into possession of the Units, pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, but any of such persons shall be exempt from said restrictions, hence shall be free to sell or lease without first notifying the Management Committee as required for other Unit Owners.

A Unit Owner may sell or lease his Unit to his spouse or devise his Unit by will or have it pass by intestacy without any restriction.

15. Mortgage Protection. Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any Unit shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Paragraph 7 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

(b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

(b) By subordination agreement executed by a majority of the Management Committee, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

16. Well Property; Pump; Easements; Related Provisions.

(a) Property Description. Richard Prows, Inc., hereinafter in this and in paragraphs 17 and 18 referred to as "Prows", which terms shall include its successors and assigns, being one of the Declarants herein, is the owner in fee simple of that certain tract of land (within the perimeter of the Project but excluded therefrom) and more particularly described as follows:

Beginning at a point North 2658.03 feet and West 1329.11 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence West 10.0 feet; thence North 10.0 feet; thence East 10.0 feet; thence South 10.0 feet to the point of beginning.

which tract of land is hereinafter referred to as "the Well Property". The Well Property is located to the south and east of Building 35T and has a deep well together with casings, pump and other facilities used in connection therewith.

(b) Provisions of Well Property. With respect to the Well Property retained by Prows, as foresaid, the following provisions shall apply:

(1) Reservation of Easements. Prows hereby reserves a perpetual, non-exclusive easement over, upon and across the Common Areas of the Project for ingress to and egress from the Well Property. Further, Prows shall have such utility easement to the Well Property as may be necessary to operate the pump thereon.

(2) Reserved Right to Extract Water, Etc. Prows reserves a perpetual right to extract water from the well on the Well Property and in that connection to operate, repair, replace, maintain and otherwise deal with the pump and incidental facilities on the Well Property; and further, Prows shall have the right to enlarge the well and the pump facilities as it deems necessary at any time and from time to time.

(3) Sale of Water for Project Irrigation; Reserved Easements. Prows irrevocably reserves the right to sell all irrigation water needs of the Project from the Well Property during each and every year from the effective date hereof. The Management Committee, on behalf of all Unit Owners, shall purchase and pay for such water for so long as the well, or any enlargement thereof, produces water, subject to the right of Prows to sell water otherwise as hereinafter mentioned. The rate to be charged by Prows for such water sold to the Project shall not exceed that charged at any given time by the Salt Lake City Corporation for culinary water supplied to the Project. The quantity of water delivered to the Project hereunder shall be computed by or from a time meter installed and maintained on the Well Property by Prows. All water charges shall be paid on a monthly, or other convenient basis, as prescribed by Prows to the Management Committee.

(4) Right to Sell Water Otherwise; Easements. Notwithstanding anything to the contrary herein contained, Prows shall have the right to sell water from the Well Property when not needed by the Project for said purposes to any other person or entity of such quantity, at such rate, and for such purposes as Prows may determine. Accordingly, Prows hereby reserves a perpetual easement to use the pressure line (the 4 inch main line from the well on the Well Property connected to the Project's sprinkling system) to transport water to other purchasers, together with the right to make such connections to or from the pressure line as may be necessary to accomplish such sale. Further, Prows reserves the right at any time, and from time to time, but at its own expense, to make such modifications involving the pressure line as may be ordered or required by any governmental authority as a condition of selling water by Prows.

Additionally, Prows hereby reserves a perpetual right of way to lay, construct, renew, maintain, change the size of, repair and operate at any time and from time to time an underground pipe line for the transportation of water from the Well Property on, over, in and across the following described tract of land (within the Project) in Salt Lake County, Utah, to-wit:

A 40 foot water line easement the center line of which is described as follows:

Beginning at a point North 2663.03 feet and West 1334.11 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 15° 30' East 23.77 feet; thence North 74° 30' East 55.82 feet; thence North 15° 30' West 263.17 feet to a point of a 570.00 foot radius curve to the left; thence North-westerly along the arc of said curve 193.99 feet to a point of tangency, thence North 35° 00' West 246.80 feet to a point of a 465.00 foot radius curve to the right; thence Northerly along the arc of said curve 153.12 feet to a point of tangency; thence North 16° 08' West 213.06 feet to a point of a 520.00 foot radius curve to the right; thence Northerly along the arc of said curve 101.04 feet to a point of tangency; thence North 5° 00' West 170.69 feet to the South line of 5600 South Street.

Provided, however, that Prows shall cover and resurface all excavated portions of the aforesaid land (if resurfaced before excavating) following the installation of the water line.

(5) If Well Becomes Dry. In the event the well on the Well Property should become dry or becomes inadequate to meet the irrigation needs of the Project, then, and in that event, Prows shall, at its expense, furnish such labor and material as may be required to properly connect the sprinkling system of the Project to the Salt Lake City water main located near the Well Property.

17. Boat Camper Storage Area; Reserved Easements; Restrictions.

(a) Identity of Property. Prows is the owner in fee simple of the following described real property in Salt Lake County, Utah, to-wit:

Beginning at a point West 641.57 feet and North 2588.38 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence West 123.63 feet; thence North 71.64 feet; thence North 27° 30' West 25.00 feet; thence North 62° 30' East 83.00 feet to a point on the Westerly line of Van Winkle Expressway, said point being on a curve to the left; the radius point of which is North 46° 20' East 2939.93 feet; thence Southeasterly along said Westerly line and arc of said curve 87.785 feet; thence South 69.55 feet to the point of beginning.

(which real property is located adjacent to the "Maintenance Building" as shown on the Map and therein designated as "Boat Camper Storage Area"), hereinafter referred to as the "Storage Property". The Storage Property is not included as a part of the Project, but is excepted therefrom as indicated on the first page of this Declaration and on Sheet 1 of the Map. Prows hereby irrevocably reserves a perpetual non-exclusive easement over, upon and across the streets or roads of the Project for ingress to and egress from the Storage Property.

(b) Use Restrictions of Storage Property, Etc. With further reference to the Storage Property, Prows does hereby irrevocably declare that the Storage Property shall be used after the effective date hereof only for the purposes of storing boats and campers and other uses incidental thereto by the Unit Owners of the Project, subject to payment by the Unit Owners using the same of such rental to Prows as the Management Committee and Prows may agree upon, and subject, also, to observance by such Unit Owners of the rules and regulations promulgated by the Management Committee with respect thereto. Prows hereby further declares that such use restriction hereby imposed upon the Storage Property shall continue for so long as the Project shall exist as a condominium project under this Declaration or any amendment or amendments thereof, and further that the same shall constitute covenants running with the said Storage Property, provided, however, that, if for any reason whatsoever, the Storage Property ceases to be used for the purposes aforesaid, then, and in that event, the said use restrictions hereby placed thereon shall thereupon immediately cease and determine absolutely, and the Declarants, their successors and assigns, may terminate of record such use restrictions by the filing of an affidavit certifying to such termination in the office of the County Recorder of Salt Lake County, Utah; moreover, a power coupled with an interest is hereby given or reserved to the Declarants, their successors and assigns, as attorneys in fact to execute and file for record such affidavit in said office of the County Recorder.

(c) Land Deeded to Salt Lake City Corporation. Prows did convey to the Salt Lake City Corporation, a municipal corporation, by an instrument entitled "DEED" the following described tract of land (which adjoins the Boat Camper Storage Area) described as follows:

Beginning at a point on the Westerly right-of-way line of Van Winkle Expressway, said point being West 568.64 feet and North 2588.38 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 72.93 feet; thence North 69.55 feet to appoint on a curve to the left, the radius point of which is North 44° 37' 21" East 2939.93 feet; thence Southeasterly along the arc of said curve 100.785 feet to the point of beginning.

Contains 2500 square feet – 0.057 acres

(which Deed was recorded in the office of the Salt Lake County Recorder on June 15, 1973, in Book 3351, page 281, of Records. It is hereby declared that said Salt Lake City Corporation shall have a perpetual, non-exclusive easement to use the streets or roads of the Project for ingress and egress of its personnel, vehicles and heavy wheeled equipment to said land.

18. Right-of-Way Extending Waterbury Way. As hereinbefore recited, the Real Property submitted to condominium ownership includes a right-of-way, particularly described as follows:

Beginning at a point North 3639.48 feet and West 1718.17 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on a curve to the right, the radius point of which is North 75° 48' 43" East 541.00 feet; thence Northerly along the arc of said curve 86.76 feet to a point of tangency; thence North 5° 00' West 174.54 feet to the South line of 5600 South Street; thence South 84° 37' 52" East along said South line 42.70 feet; thence South 5° 00' East 166.85 feet to a point of a 499.00 foot radius curve to the left; thence Southerly along the arc of said curve 80.02 feet; thence South 75° 48' 43" West 42.00 feet to the point of beginning.

said right-of-way being hereinafter referred to as "the Extension of Waterbury Way". The fee simple title thereto is vested in Prows. The Declarants hereby declare and covenant that the Project and the Unit Owners thereof do and shall have a perpetual, non-exclusive easement of egress and ingress over the Extension of Waterbury Way to and from the public street in Salt Lake County, known as the "56th South Street", provided, however, that one-half of the cost of keeping the Extension of Waterbury Way in repairs shall be borne by the Project and one-half thereof by Prows.

19. Miscellaneous Provisions. Notwithstanding anything to the contrary herein contained, it is hereby declared, certified and agreed as follows:

(a) Mortgagee's Right of Notification of Default. Any holder of the Mortgage is entitled to written notification from the Management Committee of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligations under the Declaration which is not cured within thirty (30) days.

(b) Priority of Mortgagee Over Certain Assessments. Any holder of the Mortgage which comes into possession of the Unit pursuant to the remedies provided in the Mortgage, foreclosure of the Mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

(c) Certain Prohibitions Imposed on Unit Owners. Unless all holders of first mortgage liens on individual Units have given their prior written approval, the Unit Owners of the Project shall not:

(1) Change the pro rata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of the Common Areas and proceeds of the Project;

(2) Partition or subdivide any Unit or the Common Areas of the Project; nor

(3) By act or omission seek to abandon the condominium status of the Project except as provided by statute in case of substantial loss to the Units and Common Areas of the Project.

20. Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or Manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

21. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all cost, expenses, and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

22. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

23. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

24. Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

25. Effective Date. This Declaration shall take effect upon recording in the Office of the County Recorder of Salt Lake County, Utah.

26. Premises Liability. The Waterbury Homeowners Association and the Management Committee is and shall remain wholly free and clear of any and all liability to, or claims by, all Unit Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities and a Unit Owner shall defend, indemnify and hold harmless the Association and Management Committee against such claim, loss or liability asserted by such Unit Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Unit Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

IN WITNESS WHEREOF, the undersigned have executed this Restated Declaration this 21 day of September, 2011.

**WATERBURY HOMEOWNERS ASSOCIATION**

*Gary L. Wells*  
By: Gary L. Wells  
Its: President

*Renée Fasbender*  
By: Renée Fasbender  
Its: Secretary

State of Utah            )  
                                  :ss  
County of Salt Lake    )

On the \_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me Gary L. Wells who, being first duly sworn, did say that this instrument was signed on behalf of the Association by authority of its Management Committee; and they acknowledged said instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public

State of Utah            )  
                                  :ss  
County of Salt Lake    )

On the \_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me \_\_\_\_\_ who, being first duly sworn, did say that this instrument was signed on behalf of the Association by authority of its Management Committee; and they acknowledged said instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public



EXHIBIT "A"

WATERBURY OPEN SPACE COMMUNITY

<u>Building</u>	<u>Unit No.</u>	<u>% Ownership Of Common Areas</u>
1 Q	1	.004178
1 Q	2	.004178
1 Q	3	.004178
1 Q	4	.004178
2 Q	5	.004178
2 Q	6	.004178
2 Q	7	.004178
2 Q	8	.004178
3 Q	9	.004178
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6 Q	26	.004178
7 Q	19	.004178
7 Q	20	.004178
7 Q	21	.004178
7 Q	22	.004178
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9 D	37	.004178
9 D	38	.004178
10 Q	31	.004178
10 Q	32	.004178
10 Q	33	.004178
10 Q	34	.004178
11 Q	27	.004178
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12 D	47	.004178
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13 Q	49	.004178
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17 Q	67	.004178
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17 Q	70	.004178
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100.000000 %

EXHIBIT "B"  
RESTATED BY-LAWS  
OF  
WATERBURY OPEN SPACE COMMUNITY

I

IDENTITY

1.1 These are the Restated By-Laws of the Waterbury Open Space Community Condominium Project. They supersede and replace the original By-Laws recorded as Exhibit B to the original Declaration.

II

APPLICATION

2.1 All Unit owners, tenants, or any other person(s) who might use the facilities of this Condominium Project in any manner are subject to the provisions 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 will signify that these By-Laws are accepted, ratified, and will be observed by such persons.

III

MEETING OF UNIT OWNERS

3.1 Place of Meetings. Meetings of the Unit Owners shall be held at such place within the State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.

3.2 Annual Meeting of Unit Owners. The first regular meeting of the Unit Owners shall be held on the 15th day of May, 1974, at such place as the Management Committee shall specify. Thereafter, the annual meeting shall be held on such day of each succeeding year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and provided further, that the Management Committee may by resolution fix the date of the annual meeting on such other date and at such place as it may deem appropriate or desirable.

3.3 Special Meetings of Unit Owners. Special meetings of the Unit Owners may be called at any time by written notice served by the Management Committee, or by Unit Owners having 30 percent of the total votes, delivered not less than seven (7) days prior to the date fixed for such meeting. Such meeting shall be held on the Project or at such other place as the Management Committee may specify and the notice thereof shall state the place, date, time and matters to be considered.

3.4 Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Unit Owner at the address given by such person to the Management Committee for the purpose of service of such notice or to the Unit of such person if no address has been given. Such address may be changed by Unit Owners from time to time by notice in writing to the Management Committee.

3.5 Quorum. At any meeting of the Unit Owners, the owners of more that forty (40) percent in the aggregate in interest of the undivided ownership of Common Areas shall constitute a quorum for any and all purposes, except where by express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum the Chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest

requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

3.6 Voting. When a quorum, as provided in the Act is present at any meeting, the vote of Unit Owners representing more than fifty (50) percent of the undivided ownership of Common Areas, present in person or represented by proxy, shall decide any question of business brought before such meeting, unless the question is one upon which, by express provisions of the statutes, the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the Secretary at least five days prior thereto. Proxies for special Unit Owners' meetings must be of record with the Secretary at least two days prior to such meeting.

In an election of more than one Management Committee member, that number of candidates equaling the number of Management Committee members to be elected, having the highest number of votes cast in favor of their election, are elected to the Management Committee. When only one Management Committee member is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected to the Management Committee.

3.7 Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these By-Laws, or by statutes or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

#### IV

#### MANAGEMENT COMMITTEE

4.1 Purpose and Powers. The business, property and affairs of the Condominium Project shall be managed and governed by the Management Committee pursuant to paragraph 6 of the Declaration. The Management Committee, as it deems advisable, may enter into such management agreement or agreements with a third person, firm, or corporation to act as the Manager of the Project.

4.2 Regular Meetings. A regular annual meeting of the Management Committee shall be held immediately after the adjournment of each annual Unit Owner's meeting. Regular meetings, other than the annual meeting, shall or may be held at the regular intervals at such places and at such times as the Chairman of the Management Committee may from time to time designate.

4.3 Special Meetings. Special meeting of the Management Committee shall be held whenever called by the Chairman, the Vice-Chairman, or by any two or more members thereof. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place.

4.4 Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the Management Committee then in office.

4.5 Compensation. Members of the Management Committee, as such, shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed to preclude any member thereof from serving the Project in any other capacity and receiving compensation therefor.

4.6 Waiver of Notice. Before or at any meeting of the Management Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting thereof shall be waiver of notice by him of the time and place thereof.

4.7 Adjournment. The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.



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

4.9 Removal of Committee Members. The Management Committee may remove a member of the Management Committee for cause by the vote of a majority of all Committee members then in office. "Cause" in this section means (1) an intentional act of fraud, embezzlement, theft or any other material violation of law, (2) the willful and continued failure to substantially perform the duties of a Management Committee member, (3) breach of the obligations imposed on Association members by the governing documents of the Association, and/or (4) willful conduct that is demonstrably and materially injurious to the Association, monetarily or otherwise.

Examples of justifications for removal for cause include, but are not limited to, absence from three (3) consecutive regular meetings of the Committee, delinquency in assessment payments exceeding ninety (90) days, or having membership privileges revoked for failure to comply with the Rules or other governing documents.

V

OFFICERS

5.1 Designation and Election. The principal officers of the Management Committee shall be a Chairman, a Vice-Chairman, a Secretary, and a Treasurer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as in its judgment may be necessary or desirable. Except as otherwise mentioned in Paragraph 6 of the Declaration, such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

5.2 Other Officers. The Management Committee may appoint such other officers, in addition to the officers herein above expressly named, as it shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

5.3 Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Management Committee.

5.4 Chairman. The Chairman shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Condominium Project all instruments and contracts of material importance to its business, shall do and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Unit Owners and of the Management Committee. He shall have all of the general powers or duties which are normally vested in the office of the president of a corporation, including but not limited to the power to appoint committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Condominium Project.

5.5 Vice-Chairman. The Vice-Chairman shall take the place of the Chairman and perform his duties whenever the Chairman shall be absent, or unable to act. If neither the Chairman nor the Vice-Chairman is able to act, the Management Committee shall appoint some other member thereof to do so on an interim basis. The Vice-Chairman shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Management Committee and of the Unit Owners; he shall have charge of the books and papers as the Management Committee may direct; and he shall in general, perform all the duties ordinarily incident to the office of the Secretary.

5.7 Treasurer. The Treasurer shall have the responsibility for the funds of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts and of all disbursements in

books belonging to the Management Committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Management Committee in such depositories as may be from time to time designated by the Management Committee.

5.8 Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Management Committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

## VI

### ACCOUNTING

6.1 Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.

6.2 Report. At the close of each accounting year, the books and records of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners; provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if at least 75 percent of the owners of undivided interest in the Common Areas determine so to do.

6.3 Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the Management Committee or the Manager for inspection at reasonable times by any Unit Owner.

## VII

### BUILDING RULES

The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium Project, and it may from time to time by resolution, alter, amend, and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their Lessees and the persons over whom they have or may exercise control or supervision, it being declared that such rules and regulations shall be binding upon all Unit Owners of the Project. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof.

## VIII

### AMENDMENT OF BY-LAWS

These By-Laws may be amended at any duly constituted meeting of the Unit Owners called for that purpose by the affirmative vote of at least two-thirds of the ownership in the Common Areas.

EXHIBIT "C"

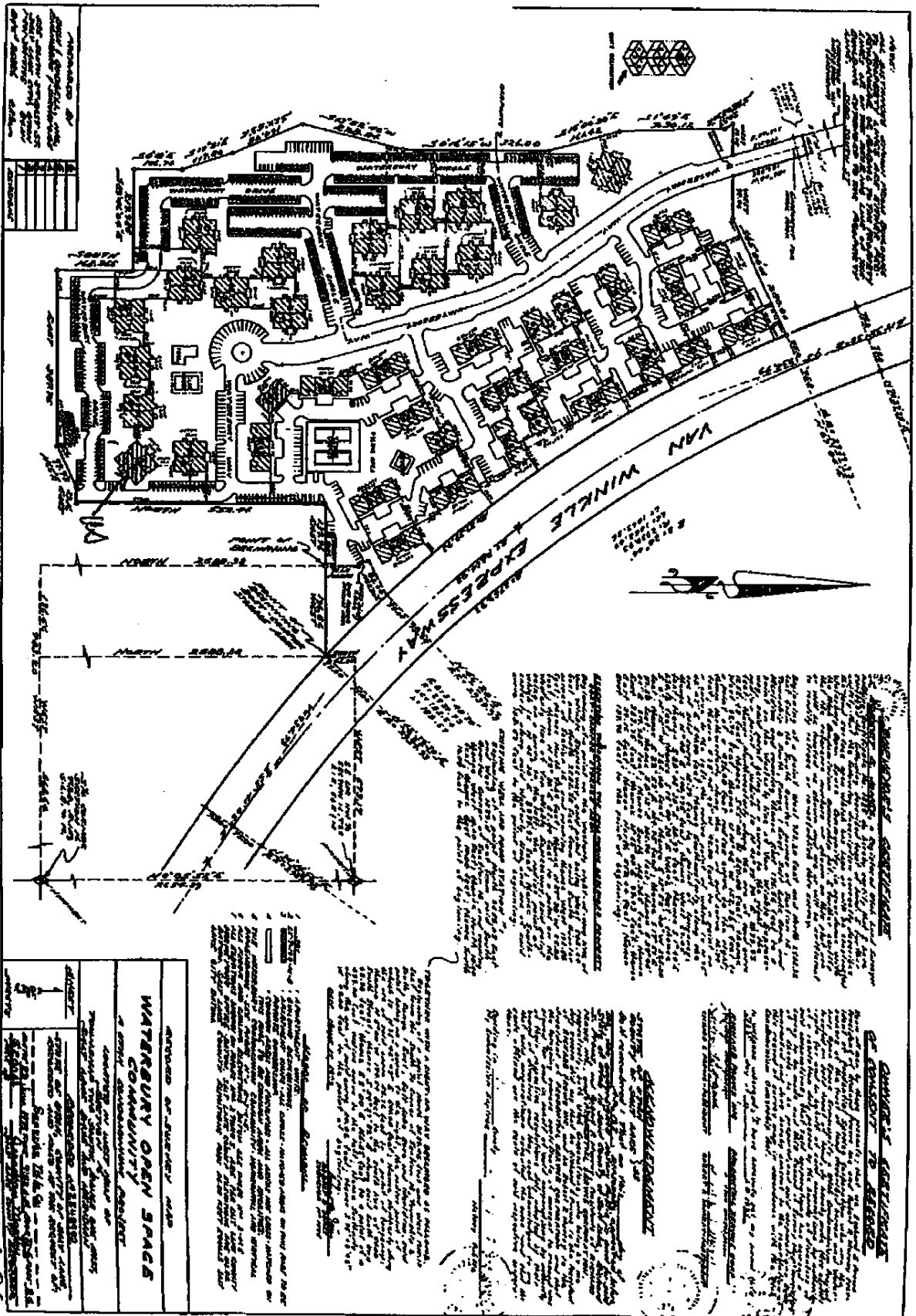
Carport Assignments for All Units of Building 25T to 42T, Inclusive: (Said carports being Limited Common Areas.)

<u>Bldg.</u>	<u>Unit</u>	<u>Carport No.</u>	<u>Bldg.</u>	<u>Unit</u>	<u>Carport No.</u>
25T	A	20, 8	28T	A	73,95
25T	B	19, 7	28T	B	74,96
25T	C	22,10	28T	C	81,93
25T	D	21, 9	28T	D	82,94
25T	E	24,12	28T	E	83,91
25T	F	23,11	28T	F	84,92
25T	G	18, 2	28T	G	80,89
25T	H	17, 1	28T	H	79,90
25T	I	16, 4	28T	I	78,88
25T	J	15, 3	28T	J	77,87
25T	K	14, 6	28T	K	76,86
25T	L	13, 5	28T	L	75,85
26T	A	42,33	29T	A	107,120
26T	B	41,34	29T	B	108,119
26T	C	44,35	29T	C	98,118
26T	D	43,36	29T	D	97,117
26T	E	46,48	29T	E	106,116
26T	F	45,47	29T	F	105,115
26T	G	26,32	29T	G	104,114
26T	H	25,31	29T	H	103,113
26T	I	28,40	29T	I	102,112
26T	J	27,39	29T	J	101,111
26T	K	30,37	29T	K	100,110
26T	L	29,38	29T	L	99,109
27T	A	62,72	30T	A	130,151
27T	B	61,71	30T	B	129,152
27T	C	64,70	30T	C	128,225
27T	D	63,69	30T	D	127,226
27T	E	54,68	30T	E	126,227
27T	F	53,67	30T	F	125,228
27T	G	60,66	30T	G	122,138
27T	H	59,65	30T	H	121,137
27T	I	58,52	30T	I	134,136
27T	J	57,51	30T	J	133,135
27T	K	56,50	30T	K	132,124
27T	L	55,49	30T	L	131,123

<u>Bldg.</u>	<u>Unit</u>	<u>Carport No.</u>	<u>Bldg.</u>	<u>Unit</u>	<u>Carport No.</u>
31T	A	164,150	34T	A	262,217
31T	B	163,149	34T	B	261,218
31T	C	162,148	34T	C	260,219
31T	D	161,147	34T	D	259,220
31T	E	160,146	34T	E	258,221
31T	F	159,145	34T	F	257,222
31T	G	158,144	34T	G	251,211
31T	H	157,143	34T	H	252,212
31T	I	156,142	34T	I	253,213
31T	J	155,141	34T	J	254,214
31T	K	154,140	34T	K	255,215
31T	L	153,139	34T	L	256,216
32T	A	240,196	35T	A	278,291
32T	B	239,195	35T	B	277,292
32T	C	238,194	35T	C	276,293
32T	D	237,193	35T	D	270,294
32T	E	236,192	35T	E	274,295
32T	F	235,191	35T	F	273,296
32T	G	234,202	35T	G	268,297
32T	H	233,201	35T	H	267,298
32T	I	232,200	35T	I	266,299
32T	J	231,199	35T	J	265,300
32T	K	230,198	35T	K	264,301
32T	L	229,197	35T	L	263,302
33T	A	246,179	36T	A	303,206
33T	B	245,180	36T	B	304,205
33T	C	248,181	36T	C	286,208
33T	D	247,182	36T	D	285,207
33T	E	250,183	36T	E	288,210
33T	F	249,184	36T	F	287,209
33T	G	223,185	36T	G	279,204
33T	H	224,186	36T	H	280,203
33T	I	241,187	36T	I	281,165
33T	J	242,188	36T	J	282,166
33T	K	243,189	36T	K	283,167
33T	L	244,190	36T	L	284,168

<u>Bldg.</u>	<u>Unit</u>	<u>Carport No.</u>	<u>Bldg.</u>	<u>Unit</u>	<u>Carport No.</u>
37T	A	289,305	40T	A	335,424
37T	B	290,306	40T	B	336,423
37T	C	271,307	40T	C	337,422
37T	D	269,308	40T	D	338,421
37T	E	272,309	40T	E	339,420
37T	F	275,310	40T	F	340,419
37T	G	347,311	40T	G	334,430
37T	H	348,312	40T	H	333,429
37T	I	349,313	40T	I	332,428
37T	J	350,314	40T	J	331,427
37T	K	351,315	40T	K	330,426
37T	L	352,316	40T	L	329,425
38T	A	323,170	41T	A	364,406
38T	B	324,169	41T	B	363,405
38T	C	325,172	41T	C	362,404
38T	D	326,171	41T	D	361,403
38T	E	327,431	41T	E	360,402
38T	F	328,432	41T	F	359,401
38T	G	317,178	41T	G	367,400
38T	H	318,177	41T	H	369,399
38T	I	319,176	41T	I	371,398
38T	J	320,175	41T	J	373,397
38T	K	321,174	41T	K	375,396
38T	L	322,173	41T	L	377,395
39T	A	341,418	42T	A	368,365
39T	B	342,417	42T	B	370,366
39T	C	343,416	42T	C	372,386
39T	D	344,415	42T	D	374,385
39T	E	345,414	42T	E	376,388
39T	F	346,413	42T	F	378,387
39T	G	358,412	42T	G	384,394
39T	H	357,411	42T	H	383,393
39T	I	356,410	42T	I	382,392
39T	J	355,409	42T	J	381,391
39T	K	354,408	42T	K	380,390
39T	L	353,407	42T	L	379,389

# Exhibit D



Notes:

1. All buildings to be constructed in accordance with the approved plans.
2. All buildings to be constructed in accordance with the approved plans.
3. All buildings to be constructed in accordance with the approved plans.
4. All buildings to be constructed in accordance with the approved plans.
5. All buildings to be constructed in accordance with the approved plans.
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8. All buildings to be constructed in accordance with the approved plans.
9. All buildings to be constructed in accordance with the approved plans.
10. All buildings to be constructed in accordance with the approved plans.

ATTACHED AS SUPPLEMENTARY MAPS

**WATERSBURY OPEN SPACE COMMUNITY**

A COMMUNITY DEVELOPMENT PROJECT

APPROVED BY THE BOARD OF SUPERVISORS

DATE: 12/15/1978

PROJECT NO. 13-6-26

1. All buildings to be constructed in accordance with the approved plans.

2. All buildings to be constructed in accordance with the approved plans.

3. All buildings to be constructed in accordance with the approved plans.

4. All buildings to be constructed in accordance with the approved plans.

5. All buildings to be constructed in accordance with the approved plans.

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35. All buildings to be constructed in accordance with the approved plans.

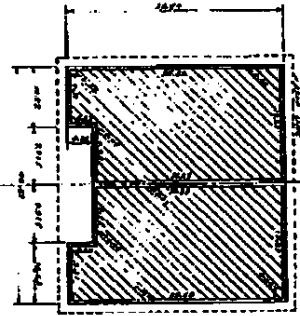
36. All buildings to be constructed in accordance with the approved plans.

37. All buildings to be constructed in accordance with the approved plans.

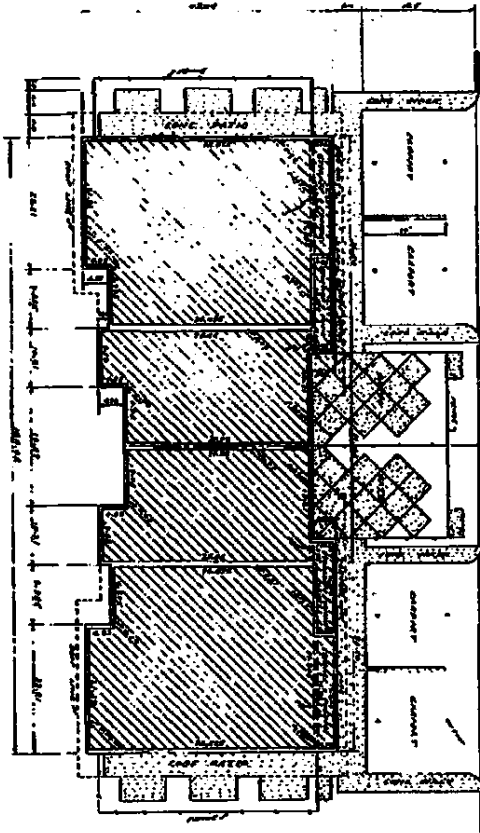
38. All buildings to be constructed in accordance with the approved plans.

39. All buildings to be constructed in accordance with the approved plans.

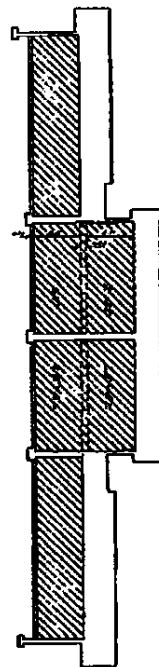
40. All buildings to be constructed in accordance with the approved plans.



2ND LEVEL FLOOR PLAN



1ST LEVEL FLOOR PLAN BUILDING Q



FRONT ELEVATION BUILDING Q

ALL WORKMANSHIP AND THE QUALITY OF THE WORK SHALL BE AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY MATERIALS AND SUPPLIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LABOR AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EQUIPMENT AND TOOLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TRANSPORTATION AND LOGISTICS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNICATIONS AND RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY AND SECURITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL AND HISTORICAL PROTECTION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOCIAL AND ECONOMIC IMPACT MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL AND HERITAGE PROTECTION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHITECTURAL AND ARTISTIC INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TECHNICAL AND SCIENTIFIC INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL AND ETHICAL INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNITY AND PUBLIC INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL AND CLIMATE INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SOCIAL AND ECONOMIC INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CULTURAL AND HERITAGE INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ARCHITECTURAL AND ARTISTIC INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TECHNICAL AND SCIENTIFIC INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY LEGAL AND ETHICAL INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY COMMUNITY AND PUBLIC INTEGRITY MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL AND CLIMATE INTEGRITY MEASURES.

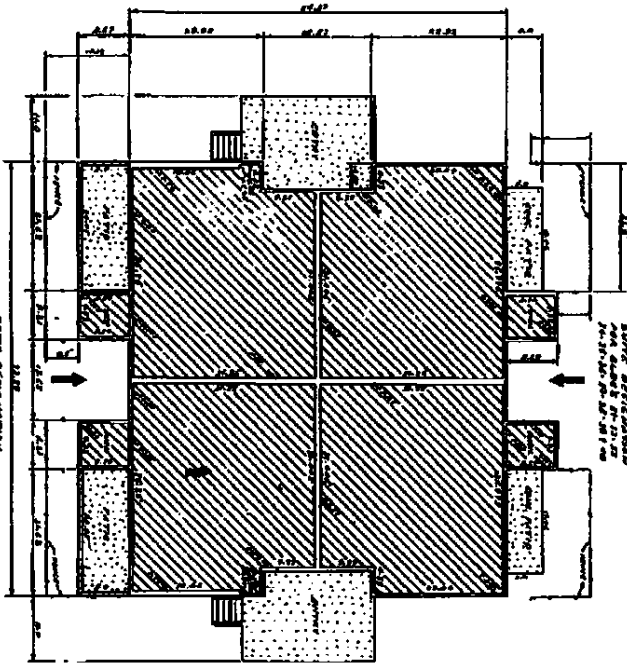
Room No.	1ST LEVEL	2ND LEVEL
1-1	418.00	418.00
1-2	418.00	418.00
1-3	418.00	418.00
1-4	418.00	418.00
1-5	418.00	418.00
1-6	418.00	418.00
1-7	418.00	418.00
1-8	418.00	418.00
1-9	418.00	418.00
1-10	418.00	418.00
1-11	418.00	418.00
1-12	418.00	418.00
1-13	418.00	418.00
1-14	418.00	418.00
1-15	418.00	418.00
1-16	418.00	418.00
1-17	418.00	418.00
1-18	418.00	418.00
1-19	418.00	418.00
1-20	418.00	418.00
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1-25	418.00	418.00
1-26	418.00	418.00
1-27	418.00	418.00
1-28	418.00	418.00
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1-30	418.00	418.00
1-31	418.00	418.00
1-32	418.00	418.00
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1-46	418.00	418.00
1-47	418.00	418.00
1-48	418.00	418.00
1-49	418.00	418.00
1-50	418.00	418.00

**WATERBURY OPEN SPACE COMMUNITY BUILDING Q**  
A OPEN CONDOMINIUM PROJECT

DESIGNED BY  
ARCHITECT  
DATE: 10-1-11

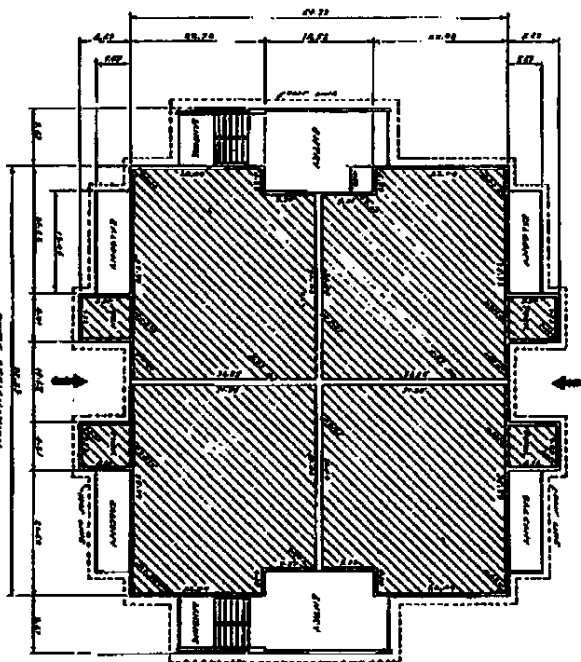
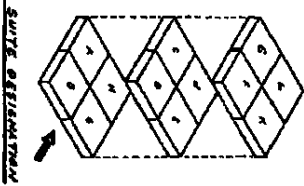
SHEET 2 OF 5  
DATE OF ISSUE: 10-1-11  
BY: [Signature]

73-6-26



**1ST LEVEL BUILDING T**

1. ALL MEASUREMENTS TO FACE UNLESS OTHERWISE NOTED  
 2. ALL ROOMS TO BE FINISHED WITH CARPET  
 3. ALL ROOMS TO BE LIGHTED AND VENTILATED  
 4. ALL ROOMS AND SERVICE AREAS ARE LIMITED TO THE USE OF THE BUILDING



**3RD LEVEL BUILDING T**

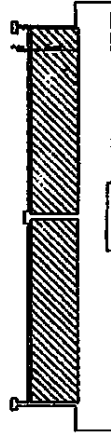
1. ALL MEASUREMENTS TO FACE UNLESS OTHERWISE NOTED  
 2. ALL ROOMS TO BE FINISHED WITH CARPET  
 3. ALL ROOMS TO BE LIGHTED AND VENTILATED  
 4. ALL ROOMS AND SERVICE AREAS ARE LIMITED TO THE USE OF THE BUILDING

**WATERBURY OPEN SPACE COMMUNITY**  
 A UTAH CONDOMINIUM PROJECT

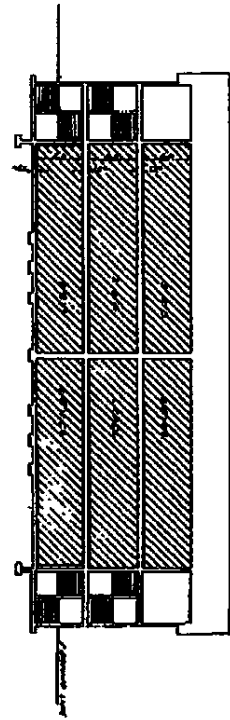
SHEET	3	ALCOHOL DISTILLERS
OF	5	
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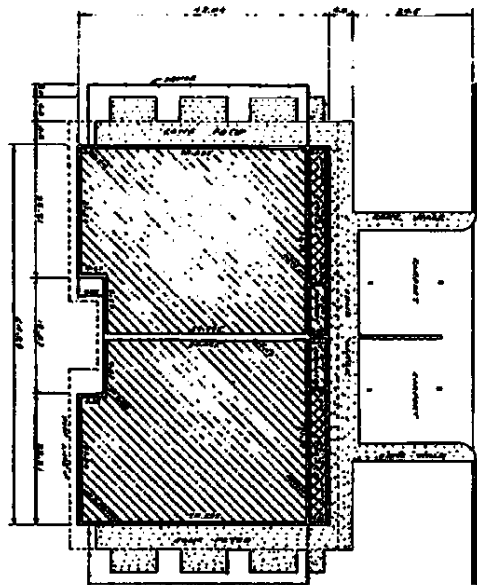




FRONT ELEVATION  
BUILDING 2



FRONT ELEVATION  
BUILDING 7



FLOOR PLAN  
BUILDING 2

FOUNDATION	1ST LEVEL	2ND LEVEL	3RD LEVEL
1	4111.00	4111.00	4111.00
2	4111.00	4111.00	4111.00
3	4111.00	4111.00	4111.00
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99	4111.00	4111.00	4111.00
100	4111.00	4111.00	4111.00

2. VERIFY THAT THE BUILDING PERMITTING OFFICE HAS REVIEWED THE PLANS AND APPROVED THEM. THE PERMITTING OFFICE NUMBER AND DATE WILL BE AS SHOWN ON THIS PLAN.

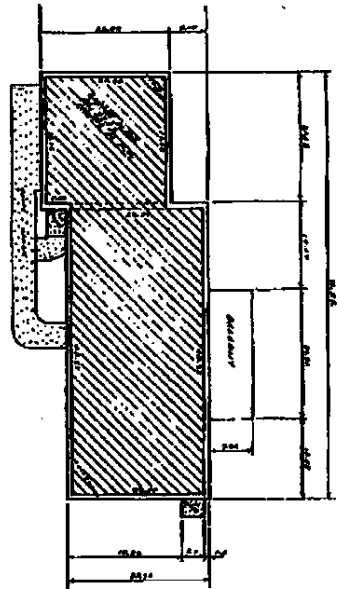
DATE: 1/3-6-26

WATERBURY OPEN SPACE  
A UTMAN CONDOMINIUM PROJECT

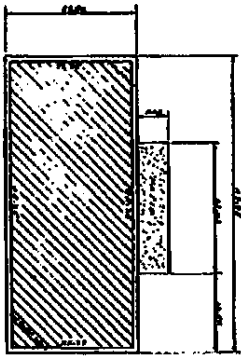
SHEET 4  
4  
5  
1/3-6-26

DESIGNED BY: [Name]  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
DATE: 1/3-6-26

- NOTES
1. ALL WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO BUILDING CODE.
  2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO PLUMBING CODE.
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ELECTRICAL CODE.
  4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO MECHANICAL CODE.
  5. ALL DIMENSIONS ARE PER PLAN AND ELEVATION UNLESS OTHERWISE NOTED.

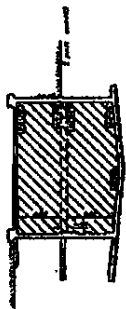


2ND LEVEL



1ST LEVEL

SECTIONAL ELEVATION AT THE CORNER  
 SHOWING THE LOCATION OF THE  
 WALL AND THE POSITION OF THE  
 DOOR AND WINDOW



SIDE ELEVATION

BUILDING 4-3 IS AN  
 EXISTING HOUSE  
 UNIT NO. 301

**RECOMMENDATIONS**

1. REMOVE THE EXISTING EXTERIOR WALL  
 AND RECONSTRUCT THE EXTERIOR WALL  
 WITH CONCRETE BLOCK AND BRICK  
 VENEER AS SHOWN ON THE PLAN  
 AND SECTION.

**WATERBURY OPEN SPACE  
 COMMUNITY  
 A URBAN CONDOMINIUM PROJECT**

5	2. RECONSTRUCT THE EXTERIOR WALL WITH CONCRETE BLOCK AND BRICK VENEER AS SHOWN ON THE PLAN AND SECTION.
5	3. RECONSTRUCT THE EXTERIOR WALL WITH CONCRETE BLOCK AND BRICK VENEER AS SHOWN ON THE PLAN AND SECTION.
5	4. RECONSTRUCT THE EXTERIOR WALL WITH CONCRETE BLOCK AND BRICK VENEER AS SHOWN ON THE PLAN AND SECTION.

73-6-26