

AMENDED AND RESTATED DECLARATION ESTABLISHING A PLAN FOR
 CONDOMINIUM OWNERSHIP
 OF TARA GARDENS CONDOMINIUM PURSUANT TO UTAH CODE ANNOTATED
 57-8-1 ET SEQ (1953)

1. Submission of property. Tara Gardens Homeowners Association, 2263 East Tara Lane #1, Holladay, Utah 84117, hereby submits the following land managed by it for and in behalf of all of the Unit Owners and located in Salt Lake County, Utah, together with the buildings and improvements erected thereon, hereinafter collectively called the condominium, to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated 57-8-1 et seq (1953):

Beginning at a point on the West line of 2300 East Street, said point being South 0° 07' 30" East along the monument line of said 2300 East Street 253.09 feet and South 0° 52' West along said monument line 608.53 feet and leaving said monument line South 86° 27' West 33.10 feet from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 86° 27' West 562.89 feet; thence South 86° 12' West 12.31 feet; thence South 0° 06' 53" West 186.75 feet; thence North 84° 53' 03" East 403.72 feet; thence North 3° 33' West 60.89 feet; thence North 86° 27' East 174.72 feet to the said West line of 2300 East Street; thence North 0° 52' East along said West line 114.84 feet to the point of beginning.

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 10/22/2007 04:51 PM \$125.00
 Book - 9528 Pg - 7078-7120 A
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 ALEXANDER SMITH
 1740 E UISCOUNTI DR
 SANDY UT 84093
 BY: EPM, DEPUTY - W 4 P. 44 P.

A list of all Units and parcel Numbers are set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Name and address. The condominium is known as "Tara Gardens". The addresses of the four condominium buildings are 2263, 2264, 2273 and 2283 Tara Lane, Holladay, Utah 84117.

3. Buildings. The buildings consist of 2 stories above ground and 1 story below ground. The usable interior space, which is divided into 32 individually owned units of approximately 39,241.44 square feet of floor space. This does not include the common areas to be described hereinafter.

The buildings are constructed of reinforced concrete and wood with a brick exterior. The buildings are supplied with electricity and each individual unit will contain its own heating and air conditioning equipment.

4. Units. Annexed hereto and made a part hereof as Exhibit A is a list of all units in the building, their unit designations, locations, approximate areas, common elements to which each has immediate access (all as shown on the floor plans of the building, which have been prepared by Bush and Gudgell, Inc., engineers, recorded with the Salt Lake County Recorder, and the percentage of ownership interest of each unit in the common elements has been determined on the basis of the proportion which the value of each unit bears to the total value of all units.

5. Description of Units. Condominium Unit or Unit means and refers to a separate physical part of the Property intended for independent use, consisting of rooms or spaces located

in a Building. Units are shown in the Map by single cross-hatching. Mechanical equipment and appurtenances located within any Unit or located without said Unit and designated to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioners, and related apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of inter alia and an appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the Building within which the Unit is situated shall be considered part of the Unit. A Unit shall not include pipes, wires, conduits, or other utility lines running through it which are used for or which serve more than one Unit, and shall not include any load-bearing walls or floors comprising a part of the Building in which the Unit is contained. The boundaries of each Unit shall be as follows:

- (a) **Horizontal Boundaries.** Extending to the intersection with the vertical boundaries, each Unit's lower slab below the Unit's floor and each Unit's upper boundary shall be a plane coinciding with the top of the Unit's acoustic tile ceiling.
- (b) **Vertical Boundaries.** Extending to the intersection with each other and with the horizontal boundaries, each Unit's vertical boundaries shall be its perimeteric walls.

6. Use of Units. Each of the units shall be used as a single family residence only. They shall also be used in such a manner as to not interfere with the use of adjoining units by the owners thereof.

7. Pets. Pets are not allowed

8. Common areas. The common elements consist of the entire condominium property, including all parts of the building other than the units, and including, without limitation, the following:

- (a) The land on which the building is erected;
- (b) All foundations, columns, girders, beams, and supports, including bearing walls;
- (c) All exterior walls of the building not including the portions thereof on the unit side of such walls; all walls and partitions separating units from corridors; stairs, and mechanical equipment spaces, other than the portions thereof between the unit side of such walls and partitions and any block work of such walls and partitions; the block work of all walls and partitions separating units and containing block work; the portions of the plaster partitions separating units between the center lines of the plaster on each side of such partitions; and all concrete floors and concrete ceilings;
- (d) Roofs, halls, corridors, lobbies, stairs, stairways and entrances to and exits from the building;

- (e) The janitorial closets, yards, gardens, greens, patios, swimming pool and any other recreational areas and facilities, parking and driveway areas, storage areas which are not designated as "limited common areas" as hereinafter defined and parking stalls which are not assigned for use with specific units.
- (f) All space devoted to the use of any persons employed in connection with the operation of the condominium property;
- (g) All central and appurtenant installations for services such as power, light, telephone, hot and cold water, (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units), and all other mechanical equipment spaces;
- (h) All common tanks, pumps, motors, fans, compressors, and control equipment;
- (i) All common sewer pipes;
- (j) All other parts of the condominium property and all apparatus and installations existing in the building or on the property for common use of necessary or convenient to the existence, maintenance, or safety of the condominium.

9. Limited common areas and facilities. The limited common areas and facilities consist of those portions of the condominium property which are reserved for the use of a certain unit to the exclusion of the other units.

10. Encroachments. If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, a unit, any adjoining unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common elements upon any unit or of any unit upon any other unit or upon any part of the common elements shall be permitted, and a valid easement for such encroachments and for its maintenance shall exist so long as the building stands.

11. Common elements inside units. The management committee to be elected by the unit owners pursuant to the By-Laws (attached as Exhibit B), shall have a right of access to each unit to inspect all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located within any of the units, to remove violations therefrom, and to maintain, repair, or replace such common elements and common elements located elsewhere in the building.

12. Power of attorney to Management Committee. Each unit owner by acceptance of a deed or other document of conveyance grants to the persons who shall from time to time constitute the management committee, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the management committee or its designee, corporate or otherwise, on behalf of all unit owners, and

to convey, sell, lease, mortgage, vote the votes appurtenant thereto, or otherwise deal with any such unit so acquired or leased. Any unit so acquired, together with any interest in the common elements or in other condominium property appurtenant thereto, shall be held by the management committee or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interests. A lease covering any unit or any portion of the common areas leased by the management committee, or its designee, corporate or otherwise, shall be held by the management committee, or its designee, on behalf of all unit owners, in proportion to their respective common interests.

13. Person to receive service. The President, Alexander Smith, 1740 E. Viscounti Dr., Sandy, UT 84093, and his successor in interest are hereby designated to receive service of process in any action which may be brought against the condominium.

14. Units subject to Declaration, By-Laws, and Rules and Regulations. All present and future owners, tenants, and occupant of units, and their guests and invitees shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws, and Rules and Regulations adopted pursuant thereto, as these instruments may be amended from time to time (the "Project Documents"). The acceptance of a deed or other document of conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of and agreement to be subject to and bound by the provisions of such instruments, as they may be amended from time to time, by such owner, tenant; or occupant, guest and invitee. The provisions contained in such instruments shall be covenants running with the land or equitable servitude, and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, document of conveyance, or lease thereof.

15. Amendment of Declaration. This Declaration may be amended by the affirmative vote of at least 66-2/3% in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the office of the Salt Lake County Recorder, State of Utah.

16. Action without a meeting. In any case in which the Declaration requires the vote of an owner for the authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such act or transaction from owners who collectively hold the required percentages, subject to the following conditions:

- (a) Notice in writing of the proposal is sent to all owners before the first consent is obtained;
- (b) All necessary consents must be obtained prior to the expiration of sixty (60) days from the time the first written consent is obtained;
- (c) Any change in ownership of a unit which occurs after consent has been obtained from the owner having an interest therein shall not be considered or taken into account for any purpose; and
- (d) Notice of the approval or disapproval of the proposal is sent to all owners at least ten (10) days before it becomes effective.

16. Invalidity. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included herein.

17. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

18. Enforcement and Right to Recover Attorneys Fees. Should the Association, Management Committee, or an aggrieved unit owner be required to take action to interpret or enforce the Project Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise, the prevailing party may recover all of his costs, including a reasonable attorney's fee, which may arise or accrue thereby.

IN WITNESS WHEREOF, Tara Gardens Homeowners have caused this Declaration to be executed by its duly authorized officers this 22 day of October, 2007.

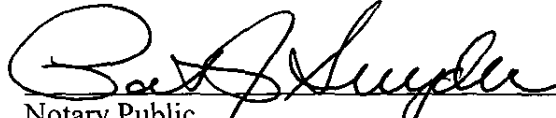
TARA GARDENS HOMEOWNERS ASSOCIATION

By: Alexander R. Smith
Name: Alexander Smith
Title: President

By: Kathleen Barton
Name: Kathleen Barton
Title: Secretary

STATE OF UTAH,)
 : SS.
COUNTY OF SALT LAKE)

On the 22 day of October, 2007, personally appeared before me Alexander Smith and Kathleen Barton, who being by me duly sworn did say, each for himself, that he, the said Alexander Smith is the president, and she, the said Kathleen Barton is the secretary of Tara Gardens Homeowners Association, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its management committee and said Alexander Smith and Kathleen Barton each duly acknowledged to me that said Association executed the same.


Notary Public
Residing in Salt Lake City, Utah

My Commission expires:

3-7-11

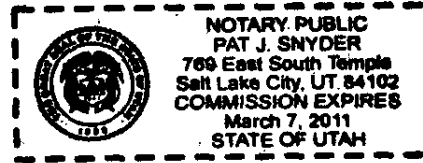


EXHIBIT A

BUILDING NUMBER	UNIT DESIGNATION	LOCATION	APPROXIMATE AREA	WHICH UNIT HAS IMMEDIATE ACCESS	PERCENTAGE OF INTEREST IN THE COMMON AREAS & IN THE COMMON EXPENSES	
					(Also determinative of Voting Right)	
A	1	Southwest Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
A	2	Northwest Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
A	3	Northeast Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
A	4	Southeast Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
A	5	Southwest Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
A	6	Northwest Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
A	7	Northeast Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
A	8	Southeast Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
B	1	Southwest Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
B	2	Northwest Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
B	3	Northeast Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
B	4	Southeast Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
B	5	Southwest Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
B	6	Northwest Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
B	7	Northeast Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
B	8	Southeast Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	

EXHIBIT A (continued)

C	1	Southwest Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
C	2	Northwest Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
C	3	Northeast Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
C	4	Southeast Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
C	5	Southwest Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
C	6	Northwest Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
C	7	Northeast Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
C	8	Southeast Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
D	1	Southwest Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
D	2	Northwest Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
D	3	Northeast Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
D	4	Southeast Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
D	5	Southwest Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
D	6	Northwest Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
D	7	Northeast Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
D	8	Southeast Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
TOTALS		32 Units	39,241.44 sq. ft.		100.00%

EXHIBIT "B"

BY-LAWS OF TARA GARDENS CONDOMINIUM, A UTAH CONDOMINIUM PROJECT

ARTICLE I

Plan of Unit Ownership

Section 1. **Unit Ownership.** The property located at 2263, 2264, 2273 and 2283 East Tara Lane, Salt Lake City, Utah, (hereinafter called the "Condominium") has been submitted to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated 57-8-1 et seq. (1953) (the "Act") by the Declaration recorded in the office of the Salt Lake County Recorder simultaneously herewith.

Section 2. **Application of By-Laws.** The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. The term "Condominium" property as used herein shall include the units, common area and facilities, the land, the building, and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Act.

Section 3. **Application.** All present and future owners, mortgagees, lessees, and occupants of units and any other persons who may use the facilities of the Condominium in any manner are subject to these By-Laws, , and any rules and regulations pertaining to use and operation of the Condominium property, which may be enacted hereafter. The acceptance of a deed or other document of conveyance, or the entering into of a lease, or the act of occupancy of a unit shall constitute an acceptance of the provisions of these instruments and an agreement to be subject to and comply therewith.

Section 4. **Office.** The office of the Condominium and of the Management Committee shall be located at 2283 East Tara Lane, Holladay, Utah 84117.

ARTICLE II

Definitions

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

Section 1. **Articles of Incorporation** shall mean and refer to the Articles of Incorporation of the Tara Gardens Homeowners Association, Inc. on file or to be filed with the State of Utah.

Section 2. **Assessment** shall mean and refer to any amount imposed upon, assessed or charged a Unit Owner or Resident at the Project.

Section 3. **Association** shall mean and refer to the Tara Gardens Homeowners Association.

Section 4. **Building** shall mean and refer to any of the structures constructed in the Project.

Section 5. **Business Use and Trade** shall mean and refer to any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: a) such activity is engaged in full or part-time; b) such activity is intended to or does generate a profit; or c) a license is required therefor.

Section 6. **By Laws** shall mean and refer to the By Laws of the Tara Gardens Condominium.

Section 7. **Capital Improvement** shall mean and refer to all new improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

Section 8. **Committee** shall mean and refer to the Management Committee of the Association as duly constituted, sometimes also called the Board of Trustees.

Section 9. **Common Expense** shall mean and refer to:

1. All sums lawfully assessed against the Owners;
2. Expenses of administration of the Association and the maintenance, repair or replacement of the Common Areas and Facilities;
3. Expenses allocated by the Association among the Owners;
4. Expenses agreed upon as common expenses by the Association;
5. Expenses declared common expenses by the Declaration or Bylaws.

Section 10. **Condominium Plat** shall mean and refer to the "Condominium Plat or Plats of Tara Gardens Condominium on file in the office of the County Recorder of Salt Lake County, Utah as amended or supplemented from time to time.

Section 11. **Declaration** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Tara Gardens Condominium.

Section 12. **Eligible Insurer** shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

Section 13. **Eligible Mortgagee** shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

Section 14. **Eligible Votes** shall mean and refer to those votes available to be cast on any issue before the Association or the Committee. A vote which is for any reason suspended is not an "eligible vote".

Section 15. **Improvement** shall mean and refer to any physical change or addition to the Land to make it more valuable.

Section 16. **Land** shall mean and refer to all of the real property subject to this Declaration.

Section 17. **Limited Common Area** shall mean and refer to those Common Areas designated in this Declaration or in the Condominium Plat as reserved for the use of a certain Unit Owner to the exclusion of the other Unit Owners. Any doorsteps, landings, porches, balconies, decks, patios, garages, or other improvements intended to serve only a single Unit, shall constitute Limited Common Area appertaining to that Unit exclusively, whether or not the Survey Map makes such a designation.

Section 18. **Management Committee** shall mean and refer to the management committee of Owners elected or appointed to direct the affairs of the Association.

Section 19. **Manager** shall mean and refer to the person or entity appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.

Section 20. **Map** shall mean and refer to the Condominium Plat on file in the office of the County Recorder of Salt Lake County, Utah.

Section 21. **Member** shall mean and refer to the Owner of a Unit and member of the Association.

Section 22. **Mortgage** shall mean and refer to both a first mortgage or first deed of trust on any Unit.

Section 23. **Mortgagee** shall mean and refer to a mortgagee under a first mortgage or a beneficiary under a first deed of trust on any Unit.

Section 24. **Owner** shall mean and refer to holder of a fee or an undivided fee interest in a Unit in this Project, excluding a mortgagee, or a beneficiary or trustee under a deed of trust, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 25. **Person** shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

Section 26. **Plat Map** shall mean and refer to the Condominium Plat.

Section 27. **Project** shall mean and refer to Tara Gardens Condominium.

Section 28. **Property** shall mean and refer to all of the land or real estate, improvements and appurtenances submitted hereby to the Act and this Declaration.

Section 29. **Recreational, Oversized or Commercial Vehicle** shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

Section 30. **Repair** shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.

Section 31. **Resident** shall mean and refer to any person living or staying at the Project. This includes but is not limited to all lessees, tenants and the family members, agents, representatives, or employees of Owners, tenants or lessees.

Section 32. **Single Family** shall mean and refer to one of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each

other by marriage or adoption, and an additional person or persons as a caretaker or as domestic help, or (c) a group of not more than three unrelated persons who maintain a common household to be distinguished from a group occupying a boarding house, club, fraternity or hotel.

Section 33. **Single Family Residence** shall mean and refer to both (a) the architectural style of a Unit and (b) the nature of the residential use permitted.

Section 34. **Survey Map** shall mean and refer to the Condominium Plat on file in the office of the County Recorder of Salt Lake County.

Section 35. **Unit Number** shall mean and refer to the number, letter or combination thereof designating a particular Unit.

ARTICLE III

Management Committee

Section 1. **Number and Qualification.** The affairs of the Condominium shall be managed by a Management Committee. The Management Committee shall be composed of five persons, all of whom shall be owners or spouses of owners or mortgagees of units.

Section 2. **Powers and Duties.** The Management Committee shall have the powers and duties necessary for the administration of the affairs of the Condominium, except such powers and duties, as by law or by the Declaration of these By-Laws may not be delegated to the Management Committee by the unit owners. The powers and duties to be exercised by the Management Committee shall include, but shall not be limited to, the following:

1. Operation, care, upkeep and maintenance of the common elements;
2. Determination of the amounts required for operation, maintenance and other affairs of the Condominium;
3. Collection of the common charges from the unit owners;
4. Employment and dismissal of any personnel deemed necessary for the efficient maintenance and operation of the Condominium;
5. Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium property;
6. Opening of bank accounts on behalf of the Condominium and designating the signatories required there from;

7. Purchasing, leasing, or otherwise acquiring in the name of the Management Committee, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Management Committee;
8. Purchasing units at foreclosure or other judicial sales in the name of the board of managers, or its designee, corporate or otherwise, on behalf of all unit owners;
9. Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Management Committee), or otherwise dealing with units acquired by, and subleasing units leased by the Management Committee of its designee, corporate or otherwise, on behalf of all unit owners;
10. Organizing corporations to act as designee of the Management Committee in acquiring title to or leasing of units on behalf of all unit owners;
11. Leasing space in common areas or granting licenses for vending machines, if such are deemed appropriate;
12. Obtaining insurance for the Condominium property, including the units, pursuant to the provisions of Article VI, Section 2 hereof; and
13. Making repairs, additions, and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
14. Doing such other things and acts necessary to accomplish the foregoing and not inconsistent with the Declaration or By-Laws, or to do anything required by a proper resolution of the Management Committee or Association.

Section 3. **Managing Agent and Manager.** The Management Committee may employ for the Condominium a managing agent or manager at a compensation established by the Management Committee, to perform such duties and services as the Management Committee shall authorize, including, but not limited to the duties listed in paragraphs 1, 3, 4, 11, 12, 13 and 14 of Section 2 of this Article III. The Management Committee may delegate to the manager or managing agent, all of the powers granted to the Management Committee by these By-Laws other than the powers set forth in subparagraphs 2, 5, 6, 7, 8, 9, and 10 of Section 2 of this Article III.

Section 4. **Election and Term of Office.** Each respective member of the Management Committee shall be elected to serve for a term of two years. The members of the Management Committee shall hold office until their respective successors shall have been elected by the unit owners, unless otherwise replaced as set forth herein.

Section 5. **Removal of Members of the Management Committee.** At any regular or special meeting of unit owners, any one or more of the members of the Management Committee may be removed with or without cause by a majority vote of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Management Committee whose removal has been proposed by the unit owners shall be given notice of the proposal and an opportunity to be heard at the meeting.

Section 6. **Vacancies.** Vacancies in the Management Committee caused by any reason other than the removal of a member thereof by a vote of the unit owners, such as the sale of the unit, incapacity or death, shall be filled by a vote of the majority of the remaining members at a special meeting of the Management Committee held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Management Committee for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. **Organization Meeting.** The first meeting of the members of the Management Committee following the annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Management Committee shall have been elected, and no notice shall be necessary to the newly elected members of the Management Committee in order legally to constitute such meeting, providing a majority of the whole Management Committee shall be present thereat.

Section 8. **Regular Meetings.** Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time by a majority of the members of the Management Committee, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Management Committee shall be given to each member of the Management Committee, in writing, at least three business days prior to the day named for such meeting.

Section 9. **Special Meetings.** Special meetings of the Management Committee may be called by the president on three business days' notice to each member of the Management Committee, given in writing, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Management Committee shall be called by the president or secretary in like manner and on like notice on the written request of at least two members of the Management Committee.

Section 10. **Waiver of Notice.** Any member of the Management Committee, may, at any time, waive notice of any meeting of the Management Committee, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting of the board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Management Committee are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 11. **Quorum of Management Committee.** At all meetings of the Management Committee, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Management Committee present at a meeting at which a quorum is present shall constitute the decision of the Management Committee. If at any meeting of the Management Committee there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. **Compensation.** No member of the Management Committee shall receive any compensation from the Condominium for acting as such.

Section 13. **Liability of the Management Committee.** The members of the Management Committee shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Management Committee against all contractual liability to others arising out of contracts made by the Management Committee on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Management Committee shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any unit owner arising out of any contract made by the Management Committee or out of the indemnity in favor of the Management Committee shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Management Committee or by the managing agent or by the manager on behalf of the Condominium shall provide that the Management Committee, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all unit owners in the common elements.

ARTICLE IV

Unit Owners

Section 1. **Annual Meetings.** Unless otherwise determined by the Management Committee, the annual meetings of the unit owners shall be held on the fourth Thursday of January of each succeeding year, or, not later than fifteen days after that date, as determined by the Board. At such meetings, those positions on the Management Committee whose terms have expired shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article III of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. **Place of Meetings.** Meetings of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the owners as may be designated by the Management Committee.

Section 3. **Special Meetings.** It shall be the duty of the president to call a special meeting of the unit owners if so directed by resolution of the Management Committee or upon a petition signed and presented to the secretary by unit owners owning a total of at least 75% of the common interest. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.** The secretary shall mail or deliver to each unit owner of record a notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the building or at such other address as such unit owners shall have designated by notice, in writing, to the secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 5. **Adjournment of Meetings.** If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than one-half hour from the time the original meeting was called.

Section 6. **Order of Business.** The order of business at all meetings of the unit owners shall be determined by the president, in conjunction with the Management Committee.

Section 7. **Title to Units.** Title to units may be taken in the name of a legal person or in the names of two or more legal persons, as tenants in common or as joint tenants.

Section 8. **Voting.** The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The

designation of any such proxy shall be made in writing to the secretary, and shall be revocable at any time by written notice to the secretary by the owner or owners so designating. The total number of votes of all unit owners shall be 100 and each unit owner shall be entitled to cast the number of votes listed in Exhibit A which is attached to the Declaration which is on file in the office of the Salt Lake County Recorder.

Section 9. **Majority of Unit Owners.** As used in these By-Laws the term "majority of unit owners" shall mean those unit owners having more than 75% of the total authorized votes of unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 8 of this Article IV.

Section 10. **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-half of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 11. **Adjournment of Meetings.** If any meetings of the Association cannot be held because a quorum is not present, a majority of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than two (2) nor more than thirty (30) days from the time the original meeting was called. Those unit owners present at the reconvened meeting shall constitute a quorum. As the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to all unit owners in the manner prescribed for regular meetings.

The unit owners present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough unit owners leave less than a quorum.

Section 12. **Majority Vote.** The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these By-Laws.

ARTICLE V

Officers

Section 1. **Designation.** The officers of the Condominium shall be president, vice president, secretary, and treasurer, all of whom shall be elected by the Management Committee.

Section 2. **Election of Officers.** Officers shall be elected annually by the Management Committee at the organization meeting of each new Management Committee and shall hold office at the pleasure of the Management Committee.

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

Section 4. **President.** The president shall be the chief executive officer of the Condominium. He shall preside at all meetings of the unit owners and of the Management Committee. He shall have all of the general powers and duties which are incident to the office of president of a non-profit corporation organized under the Business Corporation Law of the State of Utah, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President.** The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act.

Section 6. **Secretary.** The secretary shall keep the minutes of all meetings of the unit owners and of the Management Committee; he shall have charge of such books and papers as the Management Committee may direct; and he shall, in general, perform all the duties incident to the office of the secretary of a stock corporation organized under the Business Corporation Law of the State of Utah. The Management Committee shall have the power to hire one or more secretaries or bookkeepers to assist the secretary or treasurer in the performance of their responsibilities hereunder.

Section 7. **Treasurer.** The treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Management Committee, or the managing agent, in such depositories as may from time to time be designated by the Management Committee.

Section 8. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by two officers of the Condominium or by such other person or persons as may be designated by the Management Committee.

Section 9. **Compensation of Officers.** No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE VI

Operation of the Property

Section 1. **Determination of Common Expenses and Common Charges.** The Management Committee shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges required to meet the common expenses of the Condominium, and allocate and assess such common charges against the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Management Committee pursuant to the provisions of Section 2 of this Article VI. The common expenses may also include such amounts as the Management Committee may deem proper for the operation and maintenance of the Condominium property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Management Committee or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Management Committee shall advise each unit owner in writing of the amount of common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

Section 2. **Insurance.**

1. The manager, management committee, or association of unit owners shall obtain:
 - a. Insurance against loss or damage by fire and other hazards for:
 - (1) all common areas and facilities: and
 - (2) all buildings that contain more than one condominium unit, including any improvement which is a permanent part of a building.
 - b. Public Liability Insurance
 - c. Workmen's compensations insurance for employees hired by the Condominium;
 - d. A fidelity bond covering all persons handling common funds;

- e. Directors and officers insurance; and
 - f. Such other insurance as the Management Committee may determine.
2. All such policies shall provide that adjustment of loss shall be made by the Management Committee and that the net proceeds thereof shall be payable to the Management Committee.
 3. All policies of physical damage insurance shall contain provisions agreeable to the Management Committee. Prior to obtaining any policy of fire insurance or any renewal thereof, the Management Committee shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the building, including all of the units and all of the common elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.
 4. The Management Committee shall review such limits once each year.
 5. Insurance coverage shall be written on the property in the name of the manager, management committee, or association of the unit owners, as trustee for each of the unit owners in the percentages established in the declaration.
 6. Premiums on insurance required by this section shall be common expenses.
 7. Provision for insurance shall be without prejudice to the right of each unit owner to insure his own unit for his benefit.

Section 3. **Repair or Reconstruction after Damage.** In the event of damage to or destruction of the building as a result of fire or other casualty (unless 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration), the Management Committee shall arrange for the prompt repair and restoration of the building, and the Management Committee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Management Committee may assess all the unit owners for such deficit as part of the common charges.

If 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the

Condominium property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Management Committee or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

Section 4. **Common Profits, common expenses and voting rights.** The common profits from the property shall be distributed among, the common expenses shall be charged to, and the voting rights shall be available to the unit owners according to their respective percentage or fractional undivided interests in the common areas and facilities.

1. Every unit owner shall pay his proportionate share of the common expenses. Payment shall be in the amounts and at the times determined by the management committee in accordance with the terms of the Declaration or the Bylaws.
2. An assessment levied against each unit is a debt of the owner at the time the assessment is made and is collectible as such.
3. The Association is entitled to recover all expenses incurred by the Association in collecting any unpaid assessment, including reasonable attorneys' fees, whether an action is brought against an owner personally or whether a suit to foreclose the lien upon the unit is instituted.
4. Suit to recover a money judgment for any unpaid assessment is maintainable without foreclosing or waiving the lien securing it. The prevailing party in the action is entitled to recover its costs of suit and reasonable attorneys' fees.
5. If any unit owner fails or refuses to pay an assessment when due, that amount constitutes a lien on the interest of the owner in the property, and upon the recording of notice of lien by the manager or management committee it is a lien upon the unit owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except:
 - a. tax and special assessment liens on the unit in favor of any assessing unit or special improvement district; and

- b. encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.
6. In a voluntary conveyance, the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the manager or management committee setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth.
7. All unit owners shall be obligated to pay the common charges assessed by the Management Committee pursuant to the provisions of Section 1 of this Article VI at such time or times as the Management Committee shall determine.
8. No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer, or other conveyance by him thereof (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws). A unit owner may, subject to the conditions specified in these By-Laws, and provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit to the Management Committee, its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit, except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 5. Collection of Assessments, Late Fees and Default Interest. The Management Committee shall collect unpaid common charges. A late fee may be charged. Default interest of up to 18% per annum may also be charged on outstanding balances.

Section 6. Default in Payment of Common Charges. In the event of default by any unit owner in paying to the Association the assessed common charges, the Association may pursue all of its formal legal remedies.

Section 7. Termination of Utilities and Right to Use Amenities for Non-Payment of Assessments

1. If an owner fails or refuses to pay any assessment when due, the management committee may (a) terminate the owner's right to receive utility services paid as a common expense; and (b) terminate the owner's right of access and use of recreational facilities., after giving notice and an opportunity to be heard.
2. Before terminating utility services or right of access and use of recreational facilities, the manager or management committee shall give written notice to the owner in the manner provided in the declaration, bylaws, or association rules. The notice shall state:
 - a. utility services or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within the time provided in the declaration, bylaws, or association rules, which time shall be stated and be at least 48 hours;
 - b. the amount of the assessment due, including any interest or late payment fee; and
 - c. the right to request a hearing.
3. An owner who is given such notice may request an informal hearing to dispute the assessment by submitting a written request to the management committee within 14 days from the date the notice is received. A notice shall be considered received on the date (a) it is hand delivered, (b) it is delivered by certified mail, return receipt requested, or (c) five (5) days after it is deposited in the U.S. Mail, postage prepaid, addressed to the owner's last known address on the books and records of the Association.
4. The hearing shall be conducted in accordance with the standards provided in the declaration, bylaws, or association rules.
5. If a hearing is requested, utility services or right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.
6. Upon payment of the assessment due, including any interest or late payment fee, the manager or management committee shall immediately take action to reinstate the terminated utility services to the unit and right to use of recreational facilities.

Section 8. **Assignment of Rents**

1. If the owner of a unit who is leasing the unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the management committee may demand the tenant to pay to the association all future lease payments due the owner, commencing with the next monthly or other periodic payment, until the amount due to the association is paid; provided, however, the manager or management committee must give the owner written notice, in accordance with the declaration, bylaws, or association rules, of its intent to demand full payment from the tenant. This notice shall:
 - a. *provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the assessment is received within the time period provided in the declaration, bylaws, or association rules;*
 - b. *state the amount of the assessment due, including any interest or late payment fee;*
 - c. *state that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and*
 - d. *provide the requirements and rights described herein.*

3. If the owner fails to pay the amount of the assessment due by the date specified in the notice, the manager or management committee may deliver written notice to the tenant, in accordance with the declaration, bylaws, or association rules, that demands future payments due to the owner be paid to the association pursuant hereto. A copy of the notice must be mailed to the owner at his last known address as shown on the books and records of the Association. The notice provided to the tenant must state:
 - a. *that due to the owner's failure to pay the assessment within the time period allowed, the owner has been notified of the management committee's intent to collect all lease payments due to the association pursuant hereto.*

- b. that until notification by the association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the owner are to be paid to the association; and
 - c. payment by the tenant to the association in compliance herewith will not constitute a default under the terms of the lease agreement. If payment is in compliance with this Subsection (3), suit or other action may not be initiated by the owner against the tenant for failure to pay.
4. All funds paid to the association pursuant hereto shall be deposited in a separate account and disbursed to the association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the owner within five business days of payment in full to the association.
 5. Within five business days of payment in full of the assessment, including any interest or late payment fee, the manager or management committee must notify the tenant in writing that future lease payments are no longer due to the association. A copy of this notification must be mailed to the owner.
 6. As used in this section, the terms "lease" or "leasing" shall mean and refer to regular, exclusive occupancy of a unit by any person or persons, other than the owner, for which the owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

Section 9. Sanctions and Fines. To insure compliance with the essential provisions of the declaration, bylaws, and rules and regulations the Management Committee has the power and authority to invoke the following penalties for covenant or rule violations:

- Suspension of voting rights
 - Suspension of right to use amenities
 - Assessment of fines
 - Collection of rents
 - Termination of right to use common utilities
 - Towing of vehicles.
1. **Responsibility:** Each Owner and Resident is responsible for adhering to the project documents and applicable ordinances, governing the community. A breach of these rules is subject to enforcement pursuant to the declaration and may include the imposition of a fine. Each Owner and

Resident is also accountable and responsible for the behavior of his or her household, tenants and/or guests. Fines levied against residents, tenants, and guest are the responsibility of the Owner. The Management Committee has instructed management to react to each violation in the following manner:

2. Fines. Fines imposed are final unless appealed in writing to the Management Committee within thirty (30) days of written notification of the violation from management. If a written request for a hearing is not submitted to the Management Committee within 30 days, the right to a hearing is waived, and the fine imposed will stand. A request for a hearing to appeal should be sent in writing to:

Office
Tara Gardens
Holladay, Utah 84117

3. Notice. Before assessing a fine, the Management Committee shall give written notice to the Owner and/or Resident of the violation and inform the Owner and/or Resident that the fine will be imposed if the violation is not cured within the time provided in the declaration, bylaws, or rules, which shall be at least 48 hours.
4. Basis. A fine assessed hereunder shall:
 - a. be made only for a violation of a rule or regulation which is specifically listed in the declaration, bylaws, or rules as an offense which is subject to a fine;
 - b. be in the amount specifically provided for in the declaration, bylaws, or association rules for that specific type of violation, not to exceed \$500.00; and
 - c. accrue interest and late fees as provided in the declaration, bylaws, or association rules
5. Limitation on Cumulative Amount of Fines. Cumulative fines for a continuing violation may not exceed \$500.00 per month.
6. Right to Appeal. An Owner or Resident who is assessed a fine hereunder may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards provided in the declaration, bylaws, or

association rules. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

7. **Civil Action.** An Owner or Resident may appeal a fine issued hereunder by initiating a civil action within 180 days after:
 - a. a hearing has been held and a final decision has been rendered by the management committee; or
 - b. the time to request an informal hearing has expired without the Owner or Resident making such a request.
8. **Lien.** A fine assessed hereunder which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under Section 57-8-20 of the Act.

Section 10. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Management Committee to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Management Committee, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same.

Section 11. Waiver of Use of Common Areas and Facilities - Abandonment of Unit. No unit owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his unit.

Section 12. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Management Committee, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Management Committee the right, in addition to any other rights set forth in these By-Laws:

1. to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass; or

2. to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 13. **Maintenance and Repair.** The necessary work of maintenance, repair, and replacement of the common areas and facilities and the making of any additions or improvements thereon shall be carried out only as provided in the Act or in the Declaration or Bylaws.

1. All maintenance of and repairs to any unit, structural or nonstructural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein not necessitated by the negligence, misuse, or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common elements resulting from his failure to effect such maintenance and repairs.
2. All maintenance, repairs, and replacements to the common elements, whether located inside or outside of the units (unless necessitated by the negligence, misuse, or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Management Committee and be charged to all the unit owners as a common expense.

Section 14. **Use of Units.** In order to provide for congenial occupancy of the Condominium property and for the protection of the values of the units, the use of the Condominium property shall be subject to the following limitations.

1. The units shall be used in such a manner as to be in harmony with the building and zoning regulations affecting the property.
2. Pets are not allowed.
3. The common areas shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of units.
4. No nuisances shall be allowed on the Condominium property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Condominium property by its occupants.

5. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Management Committee, whichever shall have the obligation to maintain or repair such portion of the Condominium property.

Section 15. **Common Areas.** The common areas and facilities shall remain undivided and no unit owner or any other person shall bring any action for partition or division of any part thereof, unless the property has been removed from the provisions of this Act. Any covenants to the contrary shall be null and void. Each unit owner may use the common areas and facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other unit owners.

Section 16. **Repairs, Additions, Alterations, or Improvements by Management Committee.** The Management Committee may make repairs without additional approval required. A capital improvement or addition costing in excess of \$5,000.00, must be approved by a majority of the unit owners in advance.

Section 17. **Additions, Alterations, or Improvements by Unit Owners.** No unit owner shall make any structural addition, alteration, or improvement in or to the common area, without the prior written consent thereto of the Management Committee. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any unit which affects the common area must be approved by the Management Committee. The Management Committee shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, or improvement. No unit owner shall do any work or make any alteration or changes which would jeopardize the soundness or safety of the property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other unit owners being first obtained.

Section 18. **Use of Common Elements and Facilities.** A unit owner shall not place any furniture, packages, or objects in the public halls, stairways, elevators, or other common areas or common facilities, except in an area designated as a storage area. The halls, stairways, and elevators and related common areas and facilities shall be used for no purpose other than for normal transit.

Section 19. **Right of Access.** The manager or management committee shall have the right to have access to each unit:

1. from time to time during reasonable hours and after reasonable notice to the occupant of the unit being entered, as may be necessary for the

maintenance, repair, or replacement of any of the common areas and facilities; or

2. for making emergency repairs necessary to prevent damage to the common areas and facilities or to another unit or units, provided that a reasonable effort is made to provide notice to the occupant of the unit prior to entry.

Section 20. **Rules of Conduct.** Rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Management Committee with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Management Committee to each unit owner prior to their effective date.

Section 21. **Water and Sewer Charges and Refuse Removal.** Water shall be supplied to all of the units and the common elements and the Management Committee shall pay, as a common expense, all charges for water consumed on the Condominium property, together with all related sewer costs arising therefrom, promptly after the bills therefor are rendered. The Management Committee shall have the authority to contract for the removal of refuse from the Condominium. The cost of such refuse removal shall be considered a common expense.

Section 22. **Electricity.** Electricity shall be supplied by the public utility company serving the Condominium directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common elements shall be separately metered, and the Management Committee shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

ARTICLE VII

Mortgagees

Section 1. **Mortgagee Protection.** Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value. Mortgagees are excluded from any leasing or rental restrictions when obtaining or after obtaining a Unit in foreclosure. The lien or claim against a Unit for unpaid Assessments levied by the Management Committee or by the Association pursuant to these By-Laws or Declarations shall be subordinate to any Mortgage recorded on or before the date such Assessments become due. In addition:

1. **Effects of Voluntary and Involuntary Sale.** The lien or claim against a Unit for such unpaid Assessments shall not be affected by any sale or transfer of such Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such

sale or transfer. Nevertheless, any such unpaid Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit the lien of any Assessments becoming due thereafter.

2. **Books and Records Available for Inspection.** The Committee or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, By-Laws, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Committee and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.
3. **Right to Financial Statement.** The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.
4. **Management Contracts.** Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Management Committee shall provide, or be deemed to provide hereby, that:
 - a. Either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and
 - b. No contract may be for an initial term greater than one (1) year.
5. **Eligible Mortgagee Designation.** Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

- a. **Condemnation Loss or Award.** Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.
 - b. **Delinquency.** Any delinquency in the payment of Assessments owed by an Owner of a Unit subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty days.
 - c. **Lapse of Insurance.** Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.
 - d. **Consent Required.** Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.
6. **Approval of Proposed Action or Transaction.** Any Mortgagee who receives, by certified or registered mail, a written request, with a return receipt requested, to approve any act, transaction or amendment to the Declaration, and who does not return a negative response within thirty (30) days shall be deemed to have approved such request; provided, however and anything to the contrary notwithstanding, so long as Declarant is in control of the owner's association, such action or transaction must be approved in writing by the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, Section 36.4357(b)(4) and, if any financing or the guaranty of any financing of a Unit is provided by the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), by such agencies.

ARTICLE VIII

Sales and Leases of Units

Section 1. Leases. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a unit. In order for the Association to: a.) *Protect the equity of the individual property owners at the TARA GARDENS CONDOMINIUM PROJECT ("the Project");* b) *Carry out the purpose for which the Project was formed by preserving the character of the Project as a homogeneous residential community of predominantly owner-occupied units and to prevent the Project from assuming the character of*

an apartment, renter-occupied complex; and c) Comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Project be substantially owner-occupied, leasing of a unit or units shall be prohibited, except in the case of undue hardship as provided below; the Management Committee shall be empowered to allow up to twenty (20%) percent of the units in the Project to be rented, leased or occupied by non-owner residents. No unit may be leased without the prior written consent of the Management Committee.

1. Application. Any owner who intends to lease his unit shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be unreasonably withheld so long as at least eighty (80%) percent of the units in the Project are owner-occupied. For purposes of this section, the term "owner-occupied" shall mean a unit occupied by one of the following: (1) the reputed owner as shown on the records of the Salt Lake County Recorder, (2) the spouse, children or parents of the reputed owner, (3) the shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided such person holds a beneficial interest in such legal entity of at least 50%) and/or his spouse, children or parents.
2. Hardship Exception. The Management Committee, in its sole discretion, shall be empowered to allow reasonable leasing of units beyond the percentage limitation set forth above upon written application to avoid undue hardship on an owner. By way of illustration and not by limitations, examples of circumstances which would constitute undue hardship are those in which: (1) an owner must relocate his residence and cannot, within ninety (90) days from the date the unit was placed on the market, sell the unit while offering it for sale at a reasonable price no greater than its current appraised market value; (2) the owner dies and the unit is being administered by his estate; (3) the owner takes a leave of absence or temporarily relocates and intends to return to reside in the unit; (4) the unit is to be leased to a member of the owner's immediate family, which be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses. Those owners who have demonstrated that the inability to lease their unit would result in undue hardship and have obtained the requisite approval of the Management Committee may lease their units for such duration as the Management Committee reasonably determines is necessary to prevent undue hardship.
3. Application for Hardship Exception. Any owner who believes that he must lease his unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other

information as the Management Committee may reasonable require. Leasing in the case of undue hardship shall be permitted only upon the Management Committee's written approval of the owner's application. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Management Committee within ten (10) days after it has been signed by both parties.

4. **Leasing Restrictions.** Any agreement for the leasing, rental, or occupancy of a Unit must be in writing and a copy thereof shall be delivered to the Management Committee upon request. By virtue of taking possession of a unit, each lessee agrees to be subject to and abide by these restrictive covenants, and further agrees that any covenant violation shall be considered a default under the lease. No owner shall be permitted to lease his unit for transient, hotel, seasonal, vacation, short-term, or boarding house purposes. Daily or weekly rentals are prohibited. No owner may lease individual rooms to separate persons or less than his entire unit without the prior written consent of the Management Committee. The minimum initial lease term must be six (6) months.
5. **Leasing Rules and Regulations.** The Management Committee shall have the power to make and enforce leasing reasonable rules and regulations.

ARTICLE IX

Condemnation

Section 1. **Condemnation.** In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Management Committee. If 75% or more of the unit owners duly and promptly approve the repair and restoration of such common elements, the Management Committee shall arrange for the repair and restoration of such common elements, and the Management Committee shall disburse the proceeds of such award to the contractors engaged in such repair and restoration of appropriate progress payments. In the event that 75% or more of all unit owners do not duly and promptly approve the repair and restoration of such common elements, the Management Committee shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws.

ARTICLE X

Records

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

ARTICLE XI

Miscellaneous

Section 1. **Notices.** All notices to the Management Committee shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Management Committee or to such other address as the Management Committee may hereafter designate from time to time. All notices to any unit owner shall be sent by registered or certified mail to the building or to such other address as may have been designated by him from time to time, in writing, to the Management Committee. All notices to mortgagees of units shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing to the Management Committee. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. **Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

Section 3. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the By-Laws or the intent of any provisions thereof.

Section 4. **Gender.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. **Waiver.** No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. **Real Property definitions:**

1. Each unit and its percentage of undivided interest in the common areas and facilities shall be considered to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. Neither the building or buildings, the property nor any of the common areas and facilities may be considered a parcel.
2. In the event any of the interests in real property made subject to this chapter by the declaration are leasehold interests, if the lease creating these interests is of record in the office of the county recorder, if the balance of the term remaining under the lease is at least 40 years at the time the leasehold interest is made subject to this chapter, if units are situated or are to be situated on or within the real property covered by the lease, and if the lease provides that the lessee shall pay all taxes and assessments imposed by governmental authority, then until ten years prior to the date that the leasehold is to expire or until the lease is terminated, whichever first occurs, all taxes and assessments on the real property covered by the lease shall be levied against the owner of the lessee's interest. If the owner of the reversion under the lease has executed the declaration and *condominium plat*, until ten years prior to the date that the leasehold is to expire, or until the lease is terminated, whichever first occurs, all taxes and assessments on the real property covered by the lease shall be separately levied against the unit owners having an interest in the lease, with each unit owner for taxation purposes being considered the owner of a parcel consisting of his undivided condominium interest in the fee of the real property affected by the lease.
3. No forfeiture or sale of the improvements or the property as a whole for delinquent real estate taxes, special assessments, or charges shall divest or in anywise affect the title to an individual unit if the real estate taxes or duly levied share of the assessments and charges on the individual unit are currently paid.

ARTICLE XII

Amendments to By-Laws

Section 1. **Amendments to By-Laws.** Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of 66-2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purposes. A copy of any such amendment must be filed with the Salt Lake County Recorder before such amendment shall be valid. Section 1 of Article IV, insofar as it provides that the Sponsor, so long as it is the owner of one or more units, shall be entitled to elect at least one member of the Management Committee; Section 8 of Article IV, insofar as it provides that the Sponsor, so long as it is the owner of one or more units, may vote the votes appurtenant thereto; Section 13 of Article VI, insofar as it provides that the provisions of such

1. Consent of Eligible Mortgagee to Terminate Legal Status of Project. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project.
2. Consent of Eligible Mortgagees to Add or Amend Any Material Provision. The consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Condominium Plat which establishes, provides for, governs, or regulates any of the following:
 - * Voting rights;
 - * Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
 - * Reductions in reserves for maintenance, repair, and replacement of Common Areas, Facilities and Elements;
 - * Responsibility for maintenance and repairs;
 - * Reallocation of interests in the Common Area, Limited Common Area, and general or limited common elements, or rights to their use;
 - * Redefinition of any Unit boundaries;
 - * Convertibility of Units into Common Area or Elements, or vice versa;
 - * Expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
 - * Hazard or fidelity insurance requirements;
 - * Imposition of any restrictions on the leasing of Units;

- * Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- * A decision by the Association (if the Project consists of more than 50 Units) to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;
- * Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the documents; and
- * Any provisions that expressly benefit Mortgage holders, insurers or guarantors.

Any addition or amendment shall not be considered material for purposes of this paragraph if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Condominium Plat is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Condominium Plat or the termination of the legal status of the Project. If such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence

Except as otherwise expressly provided by this act, the undivided interest of each unit owner in the common areas and facilities as expressed in the declaration shall have a permanent character and shall not be altered without the consent of two-thirds of the unit owners expressed in an amended declaration duly recorded. The undivided interest in the common areas and facilities shall not be separated from the unit to which it appertains and shall be considered to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. A time period unit may not be further divided into shorter time periods by a conveyance or disclaimer.

ARTICLE XIII

Compliance

Section 1. **Compliance with covenants, bylaws and/or house rules and administrative provisions.** Subject to reasonable compliance therewith by the manager and the management committee, each unit owner shall reasonably comply with the covenants, conditions, and restrictions as set forth in the declaration or in the deed to his unit, and with the bylaws and/or house rules and with the administrative rules and regulations drafted pursuant thereto, as either of the same may be lawfully amended from time to time, and failure to comply shall be ground for an action to recover sums due for damages or injunctive relief or both, maintainable by the manager or management committee on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

ARTICLE XIV

Conflicts

Section 1. **Conflicts.** These By-Laws are set forth to comply with the requirements of Utah Code Annotated 57-8-1 et seq. (1953). In case any of these By-Laws conflict with the provisions of such statute or of the Declaration, the provisions of such statute or of the Declaration, as the case may be, shall control.

IN WITNESS WHEREOF, TARA GARDENS CONDOMINIUMS HOMEOWNERS ASSOCIATION has caused these BY-LAWS to be executed by its duly authorized officers this 22 day of October, 2007.

TARA GARDENS CONDOMINIUMS HOMEOWNERS ASSOCIATION

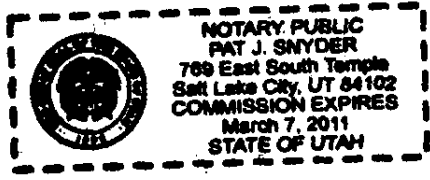
ATTEST: By Alexander R. Smith
President
Kathleen Barton
Secretary

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

On the 22 day of October, 2007, personally appeared before me Alexander Smith and Kathleen Barton, who being by me duly sworn did say, each for himself, that he, the said Alexander Smith is the president, and she, the said Kathleen Barton is the secretary of TARA GARDENS CONDOMINIUM HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said association by authority of a resolution of its Management Committee and said Alexander Smith and Kathleen Barton each duly acknowledged to me that said Management Committee executed the same.

Pat J. Snyder
Notary Public
Residing in Salt Lake County, Utah

My commission expires:
3-7-11



Tara Gardens Homeowners Association

Amended House Rules and Regulations

October 18, 2007

1. It shall be the responsibility of every owner or their tenant to maintain the premises and/or common area, which is shared equally by each unit owner. Contractors are hired for cleaning, but each owner or their tenant is responsible to clean up any mess they make in the common area.
2. The common area is the two foyers or lobbies (first floor and second floor) in the buildings, including the front and back stairways and hallways, storage closets, and the basement parking area. Outside the buildings, the common area includes all grounds and driveway, swimming pool, patios adjacent to the buildings and the parking area in front of the buildings and the lot at the end of the buildings.
3. Owners and their tenants shall not obstruct the use of foyers, stairways, hallways and garage areas. The parking area in the garages should not be used for storage.
4. No owner or their tenants shall make or permit any noises that will disturb or annoy occupants of the building or do that which will interfere with the rights, comfort or convenience of other owners.
5. Dry garbage should be taken direct to the dumpster secured in a proper closed receptacle, such as trash bags that can be tied at the top.
6. Wet garbage shall be disposed of in the disposals, or taken direct to the dumpster in a secured receptacle. Care should be taken in placing anything down the sink or toilet that could clog up the plumbing, such as fruit or vegetable peelings. Be sure to run plenty of water after using disposal to flush out the drain.
7. Changes to be made by an owner, such as a window installation of an air conditioner, awnings, window guards, ventilators and fans, additional radio or television antennas, satellite dishes etc., require the written approval of the Board of Managers before the changes are made.
8. The owner is responsible for the conduct of all renters. The Board of Managers requires a statement from new owners or renters stating that they have received, read, and agreed to observe the rules.
9. **PETS ARE NOT ALLOWED.**
10. Owners and their tenants are expected to maintain the security of the building in the following manner:
 - a. Secure all doors that lead from the building after use.
 - b. Make certain these doors cannot be pulled open after being closed.

c. Close all garage doors after entering or leaving.

11. Vehicle Policies:

- 11.1 No vehicle shall be parked in the basement parking area that prevents another owner or tenant from ready access to their stall.
- 11.2 Vehicles are not to be left on Tara Lane between 1:00 a.m. and 6 a.m. They should be parked in the garage or in the parking area at the rear of the property. In the daytime, vehicles should not be parked in the red area except for temporary loading and unloading of the vehicle. Automobiles that violate this policy will be given warnings. Habitual violators of this policy will have their vehicle towed at their own expense.
- 11.3 In the allocation of garage stalls, the Board of Managers will be guided by the following policies:
 - a. One stall shall be allocated to the owner of each unit. This stall is reserved for the owner, whether it is used or not.
 - b. Owners and their tenants in a particular building shall be given preference when second stalls are allocated in that building. Any allocation of a second stall shall be delegated at a fee of \$15 a month. Any allocation of a second stall to an owner or tenant in another building shall terminate upon request from an owner within the particular building.
 - c. Any owner seeking a third stall may be able to make private arrangement with an owner who is not using their assigned stall, or if one is available, it may be rented for \$15 a month.
 - d. When there are more requests for an additional stall than there are available stalls in one building, the Board will give consideration to the length of time the owners have resided in Tara Gardens.
- 11.4 Each owner or tenant shall make use of only those parking spaces and storage lockers, assigned to them. Owners and their tenants are responsible to keep their automobiles and storage lockers locked at all times. The Owners Association shall not be responsible for theft or *damage or loss of articles missing from automobiles and lockers.*

12. Owner's fees are due the first day of the month and are past due on the fifth of the month. A late penalty fee will be assessed of \$10 if not paid by the tenth of the month.

13. For access in case of lockout, each owner and tenant, shall leave a set of keys to their unit with another owner of choice. Each building will have one owner designated and given a master key to enter a unit where an emergency arises in the absence of the owner or tenant.

14. Each owner shall provide the Board of Managers with the name, address and telephone number of a "next of kin" in the event of an emergency that impairs an owner from further ability to handle their own affairs or in case of absence.

15. The Board of Managers will assess a fee for electricity used for the operation of a refrigerator or other appliance in the storage locker, and for the use of an extra storage room.

16. Patio areas between buildings, the lawn next to the pool, and the pool deck area is for the leisure use of owners and tenants. Other areas are not to be used for this purpose.

17. Separate regulations for the use of the swimming pool will be given to each owner every year, of which regulations shall also be posted at the swimming pool. These regulations shall be strictly observed.

18. Children shall not play in lobbies, foyers, stairways, ramps, driveways or garage areas. Skateboards are prohibited on any area of the property. Bikes shall not be ridden inside the garages.