

**AMENDED AND RESTATED ENABLING
DECLARATION OF CONDOMINIUM
OF
GEORGETOWN SQUARE CONDOMINIUM**

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TABLE OF CONTENTS

<i>DESCRIPTION</i>	<i>PAGE</i>
RECITALS	1
AGREEMENT	2
I. DEFINITIONS	3
1. Act	3
2. Addition.....	3
3. Articles of Incorporation	3
4. Assessment	3
5. Association	3
6. Board of Directors	3
7. Building.....	3
8. Business Use and Trade.....	3
9. Bylaws	3
10. Capital Improvement.....	3
11. City	3
12. Common Area and Facilities	3
13. Common Expense.....	4
14. Condominium Plat.....	4
15. County Recorder.....	4
16. Declaration	4
17. Eligible Insurer	5
18. Eligible Mortgagee	5
19. Eligible Votes	5
20. Entire Tract.....	5
21. Family.....	5
22. Governing Documents	5
23. Guest.....	5
24. Home Unit.....	5
25. Home Unit Number	6
26. Home Unit Owner	6
27. Individual Charges	6
28. Limited Common Area.....	6
29. Major Repair	6
30. Management Committee and Committee	7
31. Manager.....	7
32. Mortgage	7
33. Mortgagee.....	7
34. Non-Home Unit.....	7
35. Occupancy Limits.....	7
36. Parking Stall Unit	7
37. Person	7
38. Phase.....	7
39. Phase No. 1.....	7
40. Phase No. 2.....	7
41. Permanent Resident	8
42. Permittee	8

43. Project.....	8
44. Project Documents	8
46. Record of Survey Map or Survey Map.....	8
47. Recreational, Oversized or Commercial Vehicle	8
48. Repair	8
49. Resident.....	8
50. Single Family	8
51. Single Family Residence	8
52. Size	9
53. Storage Space Home Unit	9
54. Total Votes or Total Votes of the Association	9
55. Visible From a Neighboring Property	9
II. SUBMISSION.....	9
III. COVENANTS, CONDITIONS, AND RESTRICTIONS.....	11
1. Description of Improvements	11
2. Description and Legal Status of Home Units	11
3. Contents of Exhibit A.....	11
4. Re-designation of Limited Common Area L-62.....	11
5. Common Area and Facilities	12
6. Computation of Undivided Interests.....	12
7. Permissible Use of Home Units and Common Area	12
8. Maximum Number of Occupants Per Home Unit	12
9. Maintenance	12
10. Rentals	13
11. Status and General Authority of Management Committee.....	15
12. Manager.....	17
13. Composition of Management Committee.....	17
14. Management Committee; Officers and Agents	17
15. Management Committee Meetings.....	18
16. Owners Meetings.....	18
17. Capital Improvements and Additions	18
18. Operation and Maintenance	19
19. Payment of Expenses.....	19
20. Remedies for Non-Payment	21
21. Insurance	23
22. Damage to Project	26
23. Consent Equivalent to Vote.....	27
24. Merger of Phases.....	27
25. Configuration of Parking Stall Home Units	27
26. Fines	27
27. Enforcement and Right to Attorneys Fees.....	27
28. Use Restrictions.....	27
29. Transfer Fee.....	32
30. Delegation of Management Responsibilities	32
31. Consent of Eligible Mortgagees	32
32. Amendment	32
33. Consent of Eligible Mortgagees to Add or Amend Any Material Provision.....	32
34. Effect of Invalidity	33
35. Interpretation	33
36. Covenants to Run With Land	33
37. Agent for Service of Process	34
38. Percentages of Ownership	34
39. Effective Date.....	34

SIGNATURE PAGE.....	34
ACKNOWLEDGMENT	34
<i>EXHIBIT "A" Percentages of Ownership.....</i>	35
<i>EXHIBIT "B" BYLAWS.....</i>	36
<i>Article 1: Name and Location</i>	36
<i>Article 2: Definitions.....</i>	36
<i>Article 3: Meetings of Members of the Association</i>	36
<i>Article 4: Management Committee and Term of Office</i>	37
<i>Article 5: Powers and Duties of Management Committee.....</i>	37
<i>Article 6: Officers and Their Duties</i>	38
<i>Article 7: Books and Records.....</i>	39
<i>Article 8: Amendments.....</i>	39
<i>Article 9: Miscellaneous.....</i>	39
<i>SIGNATURE PAGE.....</i>	40
<i>ACKNOWLEDGMENT.....</i>	40
<i>EXHIBIT "C" CRIME FREE ADDENDUM.....</i>	41
<i>EXHIBIT "D" VOTE TALLY</i>	42

**AMENDED AND RESTATED ENABLING
DECLARATION OF CONDOMINIUM
OF
GEORGETOWN SQUARE CONDOMINIUM**

THIS AMENDED AND RESTATED ENABLING DECLARATION OF CONDOMINIUM OF GEORGETOWN SQUARE CONDOMINIUM is made and executed by GEORGETOWN SQUARE HOMEOWNERS ASSOCIATION (the "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated (1963, as amended and supplemented)(the "Act").

RECITALS:

A. Declarant is the association of Home Unit Owners required by the Declaration to administer Georgetown Square Condominium and that certain Property of real property located in Salt Lake County, Utah and more particularly described in Article II hereof (the "Property"). The Association is the managing agent of the Owners of the Property.

B. The original Declarant has constructed upon the Property a Project, including certain Home Units, Common Area and Facilities, and other improvements. All of such construction has been performed in accordance with the plans and specifications contained in the Record of Survey Map.

C. Declarant desires, by filing this Amended and Restated Declaration to re-submit said Property and all improvements now or hereafter constructed thereon to the provisions of the Act as a Utah Condominium Project to be known as the "Georgetown Square Condominium" or the "Project".

D. The original Declarant sold to various purchasers the fee title to the individual Home Units contained in the Project, together with the undivided ownership interest in the Common Areas and Facilities appurtenant to such Home Units, subject to the covenants, conditions and restrictions herein set forth.

E. On December 15, 1971, the original Declarant created Phase No.1 of the Project by filing for record in the office of the County Recorder of Salt Lake County, Utah, an instrument entitled "Enabling Declaration of Georgetown Square Condominium Project (Phase No.1)" and an instrument styled "Record of Survey Map of Phase No. 1 of Georgetown Square Project." Said Enabling Declaration was recorded as Entry No. 2426659 in Book 3025, at Pages 99-140. Said Map was recorded as Entry No. 2426660 in Book 3025 at Page 43 of the official records.

F. On December 10, 1973, the original Declarant filed for record in the office of the County Recorder of Salt Lake County, Utah, an instrument entitled "Amendment to Enabling Declaration of Georgetown Square Project (Phase No.1)" and an instrument styled "Amended Record of Survey Map of Phase No. 1 of Georgetown Square Condominium Project." Said

Amendment to Enabling Declaration was recorded as Entry No. 2587073 in Book 3473, Pages 147-153 of the official records. Said Amended Record of Survey Map was recorded as Entry No. 2587073 in Book 73-12 at Page 113 of the official records.

G. The Enabling Declaration relating to Phase No. 1 anticipated that the Project created thereby would be but the first Phase of a larger Project which ultimately might come into existence. Accordingly, in said Enabling Declaration the original Declarant reserved the right to include each additional Phase as part of one Project consisting of all Phases which may be completed at any given time.

H. The Enabling Declaration relating to Phase No.1 as amended described an Entire Tract upon which any subsequent Phases could be constructed that might be merged with Phase No. 1 to form a larger Project. A seven-foot-(7') wide strip originally included in the Entire Tract, which strip adjoins the Property described in Article II on the north of said Property, was required by Salt Lake County in connection with the improvement of 3300 South Street. The Property described in Article II of the Enabling Declaration, therefore, constituted the balance of the Entire Tract available for development as a Phase of the Project.

I. On November 11, 1974, the original Declarant filed for record in the office of the County Recorder of Salt Lake County, Utah, an instrument entitled "Enabling Declaration of Georgetown Square Project (Phase No. 2)" and an instrument styled "Record of Survey Map of Phase No. 2 of Georgetown Square Project." This Amendment to Enabling Declaration was recorded as Entry No. 2664971 in Book 3722, at Page 448 of the official records. The Record of Survey Map for Phase No. 2 was also recorded.

J. It was the intent of the original Declarant that the Project created by the Declaration for Phase No. 1 and the corresponding Record of Survey Map recorded concurrently would with the recordation of Declaration for Phase No. 2 and the corresponding Record of Survey Map for Phase No. 2 constitute the entire Project.

K. It was the intent of the original Declarant that Phase No. 1 of the Project and Phase No. 2 of the Project constitute the Entire Tract of Georgetown Square Condominium.

L. The Declarant desires to update and consolidate the documents governing the Project.

M. All of the voting requirements to amend and restate the Declaration have been satisfied and a copy of the vote tally is attached hereto and incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1. Act shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated (1963, as amended and supplemented).
2. Addition shall mean and refer to a new capital asset or an addition to an existing capital asset intended to better, add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project.
3. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Association on file or to be filed with the Utah Department of Commerce.
4. Assessment shall mean and refer to any amount imposed upon, assessed or charged a Home Unit Owner or Resident at the Project.
5. Association shall mean and refer to all of the Home Unit Owners at Georgetown Square taken as or acting as, a group in accordance with the Declaration.
6. Board of Directors shall mean and refer to the Management Committee.
7. Building shall mean and refer to any of the structures constructed in the Project.
8. 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 therefore. . Anything to the contrary notwithstanding, if there is a conflict between the provisions of this definition and the provisions of a local "home occupation" ordinance, the latter shall in all respects govern and control.
9. Bylaws shall mean and refer to the Bylaws of the Association, a copy of which is attached to and incorporated in this Declaration by reference as Exhibit "D".
10. Capital Improvement shall mean and refer to all new additions intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.
11. City shall mean and refer to the City of Salt Lake.
12. Common Areas and Facilities shall mean, refer to, and include:

(a) The real property and interests in real property which this Declaration submits to the terms of the Act.

(b) All Common Areas and Facilities designated as such in the Record of Survey Map.

(c) The pool and clubhouse shown on the Record of Survey Map.

(d) All Limited Common Areas and Facilities.

(e) All foundations, roofs, and lobbies constituting a portion of or included in the improvements which comprise a part of the Project, and any halls, corridors, stairs, stairways, entrances, and exits which are designed for the use of more than one Home Unit.

(f) All installations for and all equipment connected with the furnishing of Project, central services such as gas, water, heat, and sewer, servicing a Home Unit.

(g) All tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.

(h) All portions of the Project not specifically included within the individual Home Units.

(i) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.

13. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Home Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act and the Project Documents.

14. Condominium Plat shall mean and refer to the Record of Survey Map.

15. County Recorder shall mean and refer to the Salt Lake County Recorder in the State of Utah.

16. Declaration shall mean and refer to this Amended and Restated Enabling Declaration of Condominium for Georgetown Square Condominium.

17. 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.

18. 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.

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

20. Entire Tract shall mean and refer to the tract of land situated in Salt Lake County, State of Utah described with particularity on Exhibit A attached hereto and incorporated herein by this reference, together with all appurtenances thereto.

21. Family shall mean **ONE** of the following: (1) a single person living alone; (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption; or (3) a group of not more than three unrelated persons living and cooking together as a single housekeeping Home Unit and maintaining a common household, but not as a boarding or rooming house. Occupancy of an additional person or persons is permitted, including by way of illustration but not limitation domestic help or a caretaker, conditional upon the written approval of the Management Committee, whose consent shall not be unreasonably withheld, conditioned or delayed. Anything to the contrary notwithstanding, if there is a conflict between the provisions of this definition and the provisions of a local ordinance, the latter shall in all respects govern and control.

22. Governing Documents shall mean and refer to the Project Documents.

23. Guest shall mean and refer to a guest, visitor or invitee. For use herein a mail carrier, service provider, repairman, supplier or delivery person, such as FedX, UPS or other carrier, shall not be considered a Guest.

24. Home Unit shall mean and refer to a separate physical part of the Property intended for independent use, including one of the Home Units, and one or more rooms or spaces located in one or more floors or part or parts of floors in a building, or one of the open parking stalls which is designated as a Home Unit on the Record of Survey Map and in Exhibit A attached hereto and incorporated herein by this reference. A wall of a Home Unit which separates and is common to a wall in another Home Unit shall be considered a party wall. Any walls, partitions, and floors which are wholly contained within its vertical and horizontal boundaries including the surfaces of any floors, ceilings, or coverings which bound it, and which are not party walls, shall be considered non-party walls of the Home Unit. Mechanical equipment and appurtenances located within any one Home Unit, or located without said Home Unit but designated and designed to serve only that Home Unit, such as appliances, electrical receptacles and outlets, furnaces, water heaters, cooling units, fixtures and the like, shall be considered part of the Home Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Home Unit or serving only the Home Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Home Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Home Unit is located shall be deemed to be part of the Home Unit. A Home Unit shall not include pipes,

wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Home Unit. The swamp cooler shall be considered part of the Home Unit.

25. Home Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Home Unit in the attached Exhibit A and in the Record of Survey Map.

26. Home Unit Owner shall mean and refer to an Owner.

27. Individual Charges shall mean and refer to a charge levied by the Management Committee against an Owner or Resident for all expenses resulting from the act or omission of such Owner or Resident, excepting the Owner's failure to pay any Assessment. Individual Charges shall include, by way of illustration but not limitation:

1) The cost to repair any damage to any portion of the Project on account of loss or damage caused by such Owner or Resident; or

2) The cost to satisfy any expense to any other Owner or Owners or to the Association due to any intentional or negligent act or omission of such Owner or Resident or resulting from the breach by such Owner or Resident of any provisions of the Project Documents;

3) Administrative costs and expenses incurred by the Management Committee in enforcing the Project Documents;

4) Any other fine, charge, fee, due, expense, or cost designated as an Individual Charge in the Project Documents or by the Management Committee;

5) Attorney fees, interest, and other charges relating thereto as provided in this Declaration; and

6) Additional individual labor, services, materials or equipment, otherwise an Owner's responsibility, provided at the request of the Owner.

The Individual Charges shall be secured by a lien in the same manner as Assessments. In addition, the Association and Management Committee shall have all other remedies, both legal and equitable, described in this Declaration available against any Owner or Resident for nonpayment of such Person's other monetary obligations.

28. Limited Common Areas shall mean and refer to those Common Areas and Facilities designated herein or in the Survey Map as reserved for the use of a certain Home Unit or Home Units to the exclusion of the other Home Units, including by way of illustration but not limitation some of the parking stalls and carports.

29. Major Repair shall mean and refer to a repair the cost of which exceeds twenty percent (20%) of the annual operating budget.

30. Management Committee and Committee shall mean and refer to the governing board of the Association.

31. 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.

32. Mortgage shall mean and refer to both a mortgage or deed of trust on any Home Unit, but shall not mean or refer to an executory contract of sale.

33. Mortgagee shall mean and refer to a mortgagee under a mortgage or a beneficiary under a deed of trust on any Home Unit, but shall not mean or refer to a seller under an executory contract of sale.

34. Non-Home Units shall mean and refer to all Units which are not Home Units.

35. Occupancy Limits shall comply with the local fire code ordinance.

36. Parking Stall Unit shall mean and refer to a Non-Home Unit.

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

38. Phase shall mean and refer to each separate step in development of the Entire Tract which is initiated through the submission of a Property to the terms of the Act. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations, and legal relationships which come into existence in conjunction with the submission of any single Parcel. The submission which is effected by this Declaration, the rights and obligations which are created by this Declaration, and the improvements described in the Survey Map, which have been constructed, together constitute the Project.

39. Phase No.1 shall mean and refer to that portion of the Project which was created by: (i) an instrument: entitled "Enabling Declaration of Georgetown Square Condominium Project (Phase No.1)," recorded December 15, 1971, as Entry No. 2426659 in Book 3025, Pages 99-140, of the records of Salt Lake County, Utah, as amended by an instrument entitled "Amendment to Enabling Declaration of Georgetown Square Project (Phase No. 1), recorded December 10, 1973, as Entry No. 2587073 in Book 3473, Pages 147-153 of said records; and (ii) an instrument styled "Record of Survey Map of Phase No.1 of Georgetown Square Condominium Project," recorded December 15, 1971, as Entry No. 2426660 in Book KK, Page 43 of said records, as amended by an instrument styled "Amended Record of Survey Map of Phase No.1 of Georgetown Square Project," recorded December 10, 1973, as Entry NQ. 2587072, in Book 73-12, at Page 113 of the official records.

40. Phase No.2 shall mean and refer to that portion of the Project which was created by: (i) an instrument: entitled "Enabling Declaration of Georgetown Square Project (Phase No.2)," recorded November 11, 1974, as Entry No. 2664371 in Book 3722, at Pages 448-489 of

the records of Salt Lake County, Utah, as amended by an instrument entitled "Amendment to Enabling Declaration of Georgetown Square Project (Phase No. 2), recorded September 27, 1976, as Entry No. 2860222 in Book 4349, at Pages 392-398 of said records; and (ii) an instrument styled "Record of Survey Map of Phase No.2 of Georgetown Square Project; and an instrument entitled "Amendment to Enabling Declaration Georgetown Square Project recorded September 12, 1984 as Entry No. 3991952 in Book 5589 at Pages 2351-2352 of the official records.

41. Permanent Resident shall mean and refer to any natural Person who resides in the Project for more than four (4) consecutive weeks or for more than eight (8) weeks in any calendar year.

42. Permittee shall mean and refer to a Guest, renter, tenant or lessee, or their non-Owner family members residing at or visiting the Project.

43. Project shall mean and refer to this the Georgetown Square Project as it may be expanded from time to time.

44. Project Documents shall mean and refer to the Declaration, Bylaws, Rules and Regulations, and Articles of Incorporation.

45. Property shall mean and refer to the Entire Tract.

46. Record of Survey Map or Survey Map shall mean and refer to the Record or Survey Map on file in the office of the County Recorder of Salt Lake County, Utah prepared and certified to by C. J. Schuchert, a duly registered Utah Land Surveyor.

47. 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 so designated in writing by the Management Committee.

48. 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.

49. Resident shall mean and refer to any natural Person residing in the Project.

50. Single Family shall mean one Family.

51. Single Family Residence shall mean and refer to both (a) the architectural style of a Home Unit or Building and (b) the nature of the residential use permitted.

52. Size shall mean and refer to the number of cubic feet, or the number of square feet of ground of a Home Unit as computed by reference in the Record of Survey Map and rounded off to a whole number.

53. Storage Space Home Unit shall mean and refer to a Non-Home Unit.

54. Total Votes or Total Votes of the Association shall mean and refer to the total number of votes appertaining to the Association; that is, all of the votes in the Entire Tract.

55. Visible From a Neighboring Property shall mean with respect to any object, that such object is or would be visible to an individual six feet (6') tall, standing at ground level on any portion of the neighboring property.

II. SUBMISSION

The Property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby re-submitted to the Act.

The Property is hereby again made subject to, and shall be governed by the Act, this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of the City to access the roads within the Project for emergency vehicles, service vehicles, and to all of the utility installations up to the residential meters.

The Property is SUBJECT TO the described easements and rights of way. Easements and rights-of-way in favor of the City include any dedicated roadways and public utility easements and are depicted on the Record of Survey Map.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, including by way of illustration and not limitation all easements and rights-of-way in and to the detention basin, entry way, monument, and park.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights of-way, encroachments, or discrepancies shown on or revealed by the Record of Survey Map or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

SUBJECT TO a perpetual easement for ingress and egress over the following-described portion of the above-described Parcel:

BEGINNING on the South line of 33rd South Street at the Northwest corner of the above-described Parcel, thence East along the South line of 33rd South Street 30 feet; thence South 0° 36' West 180 feet; thence North 89° 59' 15" West 30 feet; thence North 0° 36' East 180 feet to the point of Beginning.

Said easement is appurtenant to the 180 foot x 81 foot tract contiguous to the tract affected by the easement and lying immediately to the West thereof, and was created by a Deed recorded in the official records of Salt Lake County, Utah on July 2, 1969 as Entry No. 2294198 in Book 2769, Page 219.

TOGETHER WITH both the obligation to maintain the above-described easement and the perpetual right to receive from the owner of such easement the yearly sum of \$120.00, which said obligation and right are detailed in an unrecorded "Right of Way Agreement" dated June 30, 1969, between L.C. Heugly Co., a Utah corporation, and W 2 P Rentals, a Utah partnership.

THE PROPERTY, EASEMENTS, AND RIGHTS ARE SUBJECT TO all visible easements and rights-of-way and all easements and rights-of-way of record, including those described below:

That certain right-of-way and easement which was granted to the Salt Lake City Suburban Sanitary District by Right of Way Agreement recorded in the official records of Salt Lake County, Utah on April 17, 1970 as Entry No. 2328712, in Book 2848 at Page 198. Said right-of-way and easement was granted for the purpose of laying operating, maintaining, repairing, removing, or replacing a pipeline which has as its center line a line approximately as follows:

BEGINNING at a point on the South line of 3300 South Street which is 13 feet East from the Northwest corner of the above-described Parcel, and running thence South 345 feet; thence East 289 feet.

That certain right-of-way and easement 16 feet in width which was granted to Mountain Fuel Supply Company by a Right of Way and Easement Grant recorded in the official records of Salt Lake County, Utah on May 21, 1970 as Entry No. 2333469, in Book 2859 at Page 137. Said right-of-way and easement was granted for the purpose of laying, operating, maintaining, repairing, inspecting, protecting, removing, and replacing pipelines, valve, valve boxes, and other gas transmission and distribution facilities. The center line of said right-of-way and easement is described as follows:

BEGINNING at a point on the South line of 33rd South Street, said point being 1118.65 feet North and west 1697.09 feet from the South quarter corner of said Section 27, thence South 0° 36' West 256 feet.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions, and restrictions:

1. Description of Improvements. The improvements included in the Project are now located upon the Property described above, and all of such improvements are described in the Record of Survey Map. There are 6 Buildings in the Project. There are 67 Home Units in the Project. The Record of Survey Map shows the number of Buildings, stories, and the number of Home Units which are contained in the Buildings which comprise a part of such improvements. The Buildings are principally constructed of the following materials: Wooden frames with both load-bearing and nonbearing walls studded with wood; lower floors, composed of concrete; second floors composed of wooden joists covered with plywood; wooden truss joist roofs covered with plywood; roofs surfaced with asphalt shingles; interior walls surfaced with dry wall; brick, aluminum, or wood veneer exterior.

2. Description and Legal Status of Home Units. The Record of Survey Map shows, with respect to the Project, the Home Unit Number of each Home Unit, its location, dimensions from which its area may be determined, those Limited Common Areas and Facilities which are reserved for its exclusive use, and the Common Areas and Facilities to which it has immediate access. Home Units in the Project are either Home Units or open car stalls ("Parking Home Unit"). Those car stalls which constitute Parking Home Units shall, for all purposes except maintenance and except as otherwise specifically provided in this Declaration, be accompanied by the same rights and obligations as pertain to Home Units. For maintenance purposes, car stalls constituting Parking Home Units shall have the same status as those other car stalls which comprise a part of the Limited Common Areas and Facilities. All Home Units shall be capable of being independently owned, encumbered, and conveyed.

3. Contents of Exhibit A. Exhibit "A" to this Declaration furnishes the following information with respect to each Home Unit in the Project: (a) Legal metes and bounds description for Phases 1 and 2; (b) The Home Unit Number; (c) The approximate Size of each Home Unit; (d) Those Limited Common Areas and Facilities having a numerical or letter designation which are reserved for use by the Home Unit (or Home Units); (e) The Home Unit's appurtenant percentage of undivided ownership interest in the Common Areas and Facilities.

4. Re-designation of Limited Common Area L-62. The Declaration and Map contemplated that a Limited Common Area constituting a parking stall and designated as Parking Area L-62 would be appurtenant to Home Unit No. 2142; however, the area has been converted to a general storage area and constitutes part of the Common Areas and Facilities. Said area is more particularly described on the Amended Map.

(a) Parking Stall Units P-54 through P-61, inclusive, as shown on the Map have been deleted. Parking Stall Units P-54A, P-55A, P-56A, P-57A, and P-58A, as shown on the Amended Map have been added.

(b) Parking Stall L-62 as shown on the Map constituted a Limited Common

Area. Said parking stall has been deleted and the area formerly covered thereby now constitutes merely part of the Common Areas and Facilities.

5. Common Areas and Facilities, and Limited Common Area. The Common Areas and Facilities contained in the Project are described and identified in Article I of this Declaration. Neither the percentage of undivided interest in the Common Areas and Facilities nor the right of exclusive use of a Limited Common Area shall be separated from the Home Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer of the Home Unit to which they relate.

6. Computation of Undivided Interests. For purposes of determining the percentages of undivided interest in the Common Areas and Facilities which are appurtenant to the various Home Units, a weighted figure representing the floor space associated with a Home Unit has been used as a measure of value. Such figure is, with respect to each Home Unit located on the end of a Building, 105% of the approximate floor space contained in the Home Unit. With respect to each Home Unit not located on the end of a Building, such figure is the approximate floor space actually contained in the Home Unit with respect to each Parking Stall Unit which constitutes a Non-Home Unit, such figure is 20% of its approximate square footage. The percentage of undivided ownership interest appurtenant to each Home Unit is the ratio between the weighted figure for that Home Unit and the sum of such figures for all Home Units included within the Project at any given time.

7. Permissible Use of Home Units and Common Areas. Home Units are intended to be used for single family residential housing and are restricted to such use. Those car stalls which constitute Parking Stall Units are intended to be used only as vehicle parking spaces and are restricted to such use. No Home Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Home Unit, so as to jeopardize the support of any other Home Unit, so as to create a nuisance or interfere with the rights of any Home Unit owner, or in a way which would result in an increase in the cost of any insurance covering the Project as a whole, The Common Areas and Facilities shall be used only in a manner consistent with their community nature, No animals other than household pets shall be kept or allowed in any Home Unit or in any part of the Common Areas and Facilities.

8. Maximum Number of Occupants Per Home Unit. The following occupancy limits or the local fire code ordinance shall apply, whichever is greater: No one bedroom Home Unit shall be occupied by more than two (2) people; No Home Unit containing two bedrooms shall be occupied by more than four (4) people; and no three bedroom Home Unit shall be occupied by more than six (6) people; provided, however: (i) That in determining whether the foregoing restrictions are being abridged, account shall not be taken of individuals who are residing in the Home Unit concerned in conjunction with a visit lasting less than six (6) months; and (ii) That the restrictions imposed by this Paragraph 8 may, on a case-by-case basis, be waived by the unanimous written agreement of the full Management Committee.

9. Maintenance. The Property shall be maintained in a state of good condition and repair, and so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any Unit.

(a) Common Area. The Association shall maintain the Common Area and Facilities. In addition, the Association shall at its expense turn-on the swamp coolers in the spring/summer and turn-off the swamp coolers in the fall/winter.

(b) Home Unit. Each Owner shall maintain his Home Unit and make all necessary repairs and replacements, including by way of illustration but not limitation his glass, windows, window units, doors, door units, and cooling unit subject to the prior written approval of the Management Committee in order to maintain quality of construction and uniformity of appearance throughout the Project. Each Owner shall maintain his parking stall, including all Parking Stall Units, broom clean and free of debris.

10. Rentals. At least eighty percent (80%) of the Home Units must be owner-occupied. The Management Committee may but is not obligated to allow up to twenty percent (20%) of the Home Units to be rented or occupied by non-owner Residents (collectively "Renters"). This will allow the Association to: (a) Protect the equity of the individual property owners at the Project; and (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 Home Units and by preventing 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 Home Unit or Home Units shall be prohibited, except in the case of undue hardship as provided below.

a. Hardship Exception to Rental Restrictions. The Management Committee, in its sole discretion, shall be empowered but is not required to allow additional ten percent (10%) reasonable leasing of Home Units 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 Home Unit was placed on the market, sell the Home Unit while offering it for sale at a reasonable price no greater than its current appraised market value;

(2) The Owner dies and the Home 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 Home Unit;

(4) The Home Unit is to be leased or rented to a member of the Owner=s immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses.

(5) Any Owner who believes that he must lease or rent his Home 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 or rental agreement, and such other information as the Management Committee may reasonably require.

(6) Those Owners who have demonstrated that the inability to lease or rent their Home Unit would result in undue hardship and have obtained the requisite approval of the Management Committee may lease or rent their Home Units for such duration as the Management Committee reasonably determines is necessary to prevent undue hardship.

(7) Leasing or renting in the case of undue hardship shall be permitted only upon the Management Committee=s written approval of the Owner=s application.

(8) Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the following Home Units which are currently being leased or rented (the "Grandfathered Home Units"):

Home Unit No.	Home Unit Address:
3346 A	3346 South Georgetown Square
3348 A	3348 South Georgetown Square
3350 A	3350 South Georgetown Square
3352 A	3352 South Georgetown Square
2112 C	2112 South Georgetown Square
2114 C	2114 South Georgetown Square
3341 D	3341 South Georgetown Square
2138 E	2138 East 3300 South
2116 F	2116 East 3300 South
2118 F	2118 East 3300 South
2120 F	2120 East 3300 South

(a) The Grandfathered Home Units may continue to be leased or rented without restriction for so long as record title to said Home Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)").

(b) The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner=s spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%).

(c) Upon the conveyance of the Grandfathered Home Unit by the Grandfathered Owner or Qualified Successor Owner, the said Home Unit shall immediately become subject to the restrictions set forth above.

b. Application to Rent Home Unit. Any Owner who intends to lease or rent his Home 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 Home Units in the Project are owner occupied.

c. Condition Precédent. No Home Unit may be leased or rented without the prior express written consent of the Management Committee.

d. Definition of Owner-Occupied. The term "owner-occupied" shall mean a Home Unit occupied by one of the following:

(1) The owner of record, as shown in the Office of the County Recorder of Salt Lake County, Utah; or

(2) The spouse, children or parents of the owner of record; or

(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 50.0%) and/or his spouse, children or parents.

e. Copy of Signed Lease or Rental Agreement to be Provided to Management Committee. When a lease or rental agreement is approved, a copy of the lease or rental agreement, signed by the Renter and Owner, shall be submitted to the Management Committee within ten (10) days after it has been signed by both parties.

f. Crime Free Addendum. Each lease or rental agreement shall include (an if omitted shall be considered to include) a Crime Free Addendum in the form of Exhibit "C" attached hereto and incorporated herein by this reference. Each renter, lessee, tenant or other non-owner occupant shall be considered, by virtue of his entering or taking possession of the property, to be bound by and subject to the provisions of the Crime Free Addendum.

g. Leasing. No Owner shall be permitted to lease his Home Unit on a short-term basis, including for any transient, vacation, seasonal, or corporate use purposes. The term "short-term basis" shall mean any rental or lease with an initial term of less than one (1) year. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit without the express written consent of the Management Committee. Within ten (10) days after delivery of written notice to the Owner of the creation of a nuisance or material violation of these restrictive covenants by a renter, tenant or lessee, the Owner shall proceed promptly to abate the nuisance and/or cure the default, and notify the Management Committee in writing of his intentions. By virtue of taking possession of a Unit, each tenant, renter, lessee or other non-Owner occupant agrees to be subject to and abide by the Act and Project Documents, and that any covenant violation shall be considered a default under the lease or rental agreement. Other than as expressly stated in this Declaration, there are no restrictions on the right of any Owner to lease, rent or otherwise grant occupancy rights to his Home Unit.

11. Status and General Authority of Management Committee. The Project shall be managed, operated, and maintained by the Association, as agent for the Home Unit Owners, under the auspices of the Management Committee, as the governing board of the Association.

The Management Committee shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (k) below, constitute a legal entity capable of dealing in its Management Committee name. The Management Committee shall have and is hereby granted, the following authority and powers:

(a) Easements. The right, power and authority, without the vote or consent of the Home Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities.

(b) Instruments to Amend. The right, power and authority to execute and record, on behalf of all the Home Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.

(c) Standing. The right, power and authority to sue and be sued.

(d) Contracts. The right, power and authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Home Unit Owners necessitated by the subject matter of the agreement has been obtained.

(e) Conveyances. The right, power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.

(f) Acquisitions. The right, power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(g) Annexation. The right, power and authority to add any interest in real property obtained pursuant to subparagraph (f) above to the Project, so long as such action has been authorized by the necessary vote or consent.

(h) Rules and Regulations. The right, power and authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Home Unit Owners.

k (i) Additional Charges. The right, power and authority to charge late fees and default interest, issue fines and levy sanctions.

(j) Suspensions. The right, power and authority to suspend the right to vote; provided, however, no right to vote may be suspended without (1) a material violation of the Act or Project Documents and (2) the expiration of at least thirty (30) days after written notice to the violator of (i) the violation and his (ii) right to cure and (iii) right to appeal the decision.

(k) Other Acts. The right, power and authority to perform any other acts and

to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Home Unit Owners. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Management Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

12. Manager. The Management Committee may carry out any of its functions which are capable of delegation through a manager, professional management company or managing agent ("Manager"). Any Manager retained for such purposes must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Management Committee and the Home Unit Owners and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the Project shall provide (or shall be considered to provide) that the contract can be terminated with or without cause on not more than thirty (30) days' written notice and shall not be for a term exceeding one (1) year.

13. Composition of Management Committee. The Management Committee shall be composed of four (4) members elected for two (2) year terms at annual Owners' meeting. Members shall serve on the Management Committee until their successors are elected and qualify. Only Home Unit Owners and officers and agents of owners other than individuals shall be eligible for Management Committee membership. At the annual meeting each Home Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates for Committee membership as there are seats on the Management Committee to be filled. In all cases of vacancy the remaining Management Committee members shall elect a replacement to sit on the Management Committee until the expiration of the term for which the member being replaced was elected. Management Committee members shall be reimbursed for all expenses reasonably incurred in connection with Management Committee business. Members of the Management Committee shall not be compensated for their services on the Committee. They may be reimbursed for out of pocket costs advanced and approved by the Management Committee.

14. Management Committee Officers and Agents. The Management Committee shall perform its functions through those members who are elected as officers by the Management Committee and through such agents or employees as the Management Committee may appoint. Any Management Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Management Committee members. The officers of the Management Committee, and their respective powers and functions, shall be as follows:

(a) President. The President shall be the chief executive of the Management Committee and shall exercise general supervision over the property and affairs of the Project. He shall preside over all meetings of the Management Committee and of the Home Unit Owners. He shall execute all instruments on behalf of the Management Committee.

(b) Vice President. The Vice President shall have all the powers of the

President in the event of the latter's absence or inability to act.

(c) Secretary. The Secretary shall keep minutes of meetings of the Management Committee and of the Home Unit Owners and shall keep all records which are required or made necessary by the Act, this Declaration, or the Management Committee.

(d) Treasurer. The Treasurer shall have custody and control of the funds available to the Management Committee. He shall furnish the Management Committee with a bond, in the amount specified by the Management Committee, conditioned upon the faithful performance of his duties. The offices of Secretary and Treasurer may be held by the same Management Committee member.

15. Management Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at regular intervals at such time and place as the Management Committee may provide. No notice need be given of regular Management Committee meetings. Special Management Committee meetings shall be held whenever called by the President or a majority of the Management Committee. Either oral or written notice of special meetings shall, unless a waiver of such notice is signed by all members, be given to each Management Committee member at least twenty four (24) hours before the time fixed for the meeting. Any meeting attended by all Management Committee members shall be valid for all purposes. A quorum for the transaction of business at any Management Committee meeting shall consist of a majority of all the members then in office.

16. Owners Meetings.

(a) The regular meeting of the Home Unit Owners shall be held on the second Tuesday in April unless otherwise determined by the Management Committee. The place of meeting shall be the Clubhouse. At least ten (10) days before the date of the regular meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each Home Unit Owner at his last known address. Such notice shall state the time, place, and general purpose of the meeting.

(b) Special meetings of the Owners may be called by the President, by a majority of the Management Committee members, or by Home Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least seven (7) days before the date set for a special meeting written notice such as that described in the immediately preceding paragraph shall be personally delivered or mailed postage prepaid to each Home Unit Owner at his last known address. No notice of any Owners meeting shall be required if waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting shall be valid for all purposes. A quorum for the transaction of business at an Owners meeting shall consist of those Owners present in person or by proxy.

17. Capital Improvements i.e., Additions. Capital Improvements i.e., Additions to the Project which cost no more than twenty percent (20 %) of the annual operating budget may be authorized by the Management Committee alone. Additions or Capital Improvements the cost of which will exceed such amount must, prior to being constructed, be authorized by at least a

majority of the undivided ownership interest in the Project. Any addition or Capital Improvements which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed, be authorized by at least 67% of the Project's undivided ownership interest.

18. Operation and Maintenance. The Management Committee shall provide each Home Unit with all the utility services except telephone and electricity required by it. The Management Committee shall provide for such maintenance and operation of the Common and Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive, and generally in good condition and repair. The Management Committee shall have no obligation regarding maintenance or care of Home Units, but shall maintain all Parking Units in the same manner that it is required to maintain car stalls comprising a part of the Limited Common Areas and Facilities.

19. Payment of Expenses. The end of each calendar year the Management Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the coming year. Such budget shall take into account any deficit or surplus realized during the current year. Provision must be made in such budget for the maintenance of an adequate reserve fund for the replacement of the Common Areas and Facilities. The total of such Common Expenses shall be apportioned among all the Home Units on the basis of their appurtenant percentages of undivided ownership interest. Prior to the first day of each month during the year covered by the budget each Home Unit Owner shall pay to the Management Committee as his share of the Common Expenses one-twelfth of the amount so apportioned to his Home Unit. If such monthly payments are too large or too small as a result of unanticipated income or expenses, the Management Committee may effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Management Committee. The foregoing method of assessing the Common Expenses to the Home Unit Owners may be altered by the Management Committee so long as the method it adopts is consistent with good accounting practices and requires that the portion of Common Expenses borne by each Owner during a 12-month period be determined on the basis of his undivided ownership interest. In the event the reserve fund for the replacement of Common Areas and Facilities is insufficient to provide for necessary replacement, special assessments may be levied against the Home Unit Owners.

(a) Purpose of Common Area Expenses. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents, including the maintenance of any real and personal property owned by the Association, and regulating the Project, all as may be more specifically authorized from time to time by the Management Committee.

(b) Creation of Assessments. Since the Assessments shall pay for the Common Expenses of the Association, as shall be determined by the Management Committee from time to time, each Owner, by acceptance of a deed to a Home Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner all Assessments assessed by the Management Committee.

(c) Budget. At least thirty (30) days prior to the Annual Homeowners Meeting, the Management Committee shall prepare and deliver to the Owners a copy of the proposed Budget.

(d) Itemization. The proposed Budget shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

(e) Basis. The proposed Budget shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area and regulation of the Association, which estimate shall include but is not limited to expenses of management, irrigation water, grounds maintenance, taxes and special assessments, insurance premiums, common lighting and heating, water charges, trash collection, sewer service charges, carpeting, painting, repairs and maintenance of the Common Area and replacement of those elements of the Common Area that must be replaced on a periodic basis legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

(f) Personal Obligation of Owner. Owners are liable to pay all Assessments and Individual Charges; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Unit pursuant to the remedies provided in the mortgage or trust deed shall be liable for more than six (6) months' unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (1) the Owner of both the legal and equitable interest in any Unit; (2) the Owner of record in the offices of the County Recorder of Salt Lake County, Utah; and (3) both the Buyer and Seller under any executory sales contract or other similar instrument.

(g) Reserve Account. The Management Committee shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses and capital improvements.

(h) Capital Asset Table. The Management Committee shall prepare and update at least annually a written Capital Asset Replacement and Reserve Account Analysis, and make the report available to the Owners at the annual meeting of the Association.

(i) Statement of Assessments Due. Upon written request, the Management Committee shall furnish to any Owner a statement of Assessments due, if any, on his Unit. Failure to provide the certificate within ten (10) days after a written request is received by the Secretary, shall be deemed conclusive evidence that all Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificate.

(j) Superiority of Assessments. Each Owner, by virtue of his acceptance of a deed or other document of conveyance hereby waives the priority of his homestead exemption over a lien filed by the Association against his Home Unit.

(k) Individual Charges and/or Assessments. Individual Charges may be levied by the Management Committee against a Unit and its Owner and shall be due not earlier than thirty (30) days after written notice.

20. Remedies for Nonpayment. The Owners must pay their Assessments in a timely manner. Payments are due in advance on the first of the month. Payments are late if received after the 10th day of the month in which they were due.

(a) Delinquent Assessments. Payments are due on the first day of the month. Payments received after the tenth day of the month shall be considered late. Any Assessment not paid when due shall be considered delinquent and a lien securing the obligation shall automatically attach to the Home Unit, regardless of whether a written notice is recorded.

(b) Late Fees. A late fee in an amount determined by the Management Committee shall be charged on all payments received more than ten (10) days after its due date.

(c) Default Interest. Default interest at a reasonable rate to be determined by the Management Committee shall accrue on the outstanding balance of all delinquent accounts.

(d) Lien. If any Home Unit Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Manager, Management Committee or their designee it is a lien upon the Owner=s interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Home Unit in favor of any assessing Home Unit or special improvement district; and (2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(e) Foreclosure of Lien and/or Collection Action. If the Assessments remain unpaid, the Association may, as determined by the Management Committee, institute suit to collect the amounts due and/or to foreclose the lien.

(f) Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

(g) No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Home Unit.

(h) Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Management Committee to take some action or perform some function required to be taken or performed by the Association or Management Committee under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

(i) Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Management Committee. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law, including by way of illustration but not limitation a non-judicial or judicial foreclosure. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Home Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Management Committee may bid for the Home Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same.

(j) Appointment of Trustee in the Event of a Non-Judicial Foreclosure. If the Management Committee elects to foreclose the lien non-judicially in the same manner as foreclosures in deeds of trust, then each Owner by accepting a deed or other document of conveyance to the Home Unit hereby irrevocably appoints the attorney of the Association, provided s/he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

(k) Attorney in Fact. Each Owner by accepting a deed to a Home Unit hereby irrevocably appoints the Association as his attorney in fact to collect rent from any person renting his Home Unit, if the Home Unit is rented and Owner is delinquent in his Assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's Assessments are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.

(l) Lenders, Foreclosures and Unpaid Assessments. Anything to the contrary notwithstanding, any first mortgagee who obtains title to a Home Unit pursuant to the remedies in the mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regularly budgeted assessments, dues or charges accrued before acquisition of the title to the property by the mortgage, although the first mortgagee will also be liable for

any reasonable attorneys fees or costs related to the collection of the unpaid dues. All other grantees who obtain title to a Home Unit in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid assessments, late fees, default interest and collection costs, including a reasonable attorneys fee, against the Home Unit for its 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 trustor or mortgagor the amounts paid by the grantee. ANYTHING TO THE CONTRARY NOTWITHSTANDING, these provision shall be considered waived by the Management Committee if necessary for a Home Unit to qualify for VA, FHA or other government financing and any unpaid Assessments shall be considered subordinate to the interest of the government lender, guarantor or insurer.

(m) Assignment of Rents. If an Owner shall at any time lease his Home Unit and shall default in the payment of assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid.

(n) Termination of Utilities and Right to Use Amenities for Non-Payment of Assessments. 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 the Owner an opportunity to be heard.

21. Insurance. The Management Committee may adopt General Insurance House Rules, Policies and Procedures intended as a guide for Owners and Residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual Owners.

(a) Insurance Obligation of the Association. The Association shall obtain the following insurance coverage (collectively, "Association Master Policy"):

(1) Public Liability. Public liability coverage for the Common Areas and Facilities. For insurance purposes herein the term Common Area and Facilities shall include the Limited Common Areas, including by way of illustration but not limitation the decks, porches, patios and parking amenities;

(2) Property, Fire and Extended Coverage (Coverage B). Property, fire and extended hazard coverage for: (a) all Common Areas and Facilities; and (b) all Buildings that contain more than one Home Unit, including any improvement which is a permanent part of a Building and is considered a Common Area and Facility or Common Element. The Board of Directors and the Association's independent insurance agent shall determine the amount of the deductible;

(3) D&O. Directors and officers coverage; and

(5) Fidelity Bond. A fidelity bond.

(b) Minimum Amount of Association's Insurance Coverage. The liability insurance purchased by the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate and optional umbrella liability coverage to be determined by the Management Committee from time to time for bodily injury, death, and property damage. This amount may be increased or decreased unilaterally by the Management Committee.

(c) Premium a Common Expense. The premiums for Master Association Policy are to be considered a Common Expense.

(d) Master Association Policy Does Not Cover Owner's or Resident's Contents and Personal Property. The Association Master Policy DOES NOT cover the contents or the personal property in the Home Unit or belonging to the Home Unit Owner or renter (as defined below), or personal liability.

(1) Coverage B (as that term is defined by the standard Homeowners insurance policy) – Personal Property is excluded from the Association Master Policy.

(2) The Association IS NOT REQUIRED to cover property, fire or hazard insurance on a Home Unit or loss of business, rents or rental income although it expressly reserves and is hereby granted the right to obtain such and other coverage for its benefit. Earthquake insurance is optional.

(e) Insurance Obligation of Home Unit Owner. The foregoing obligation and right of the Association to purchase insurance coverage DOES NOT preclude the right or negate the obligation of each Owner to insure his own Home Unit for his benefit. EACH HOME UNIT OWNER SHALL OBTAIN AT LEAST THE FOLLOWING INSURANCE COVERAGE (collectively, "Home Unit Owner Policy"):

(1) Public Liability Insurance. PUBLIC LIABILITY COVERAGE FOR HIS HOME UNIT.

(2) Coverage "A" Building. A COVERAGE "A" BUILDING POLICY;

(3) Individual Property, Fire and Extended Coverage (Coverage B). INDIVIDUAL PROPERTY, FIRE AND EXTENDED COVERAGE For use herein the insurance required shall cover at least the interior Home Unit boundaries, to wit: The horizontal boundaries extend to the intersection with the vertical boundaries. Each Home Unit's lower boundary shall be a plane coinciding with the top of the concrete slab below the Home Unit's floor and each Home Unit's upper boundary shall be a plane coinciding with the top the Home Unit's ceiling. The vertical boundaries extend to the intersection with each other and with the horizontal boundaries. Each Home Unit's vertical boundaries shall include the paint, wall and floor coverings. For insurance purposes the Home Unit shall not be considered to include the

dry wall, sheet rock or Limited Common Areas. The Home Unit shall be considered to include by way of illustration but not limitation the windows and window frames; doors and door frames; stairs; appliances; mechanical equipment and appurtenances located within any one Home Unit or located outside said Home Unit but designated and designed to serve only that Home Unit; plumbing-including all pipes, wires, conduits, or other public utility lines or installations constituting a part of the Home Unit and serving only that Home Unit including sewer, water main that enters the property and pipes within the Home; electrical receptacles and outlets, air conditioning and compressors and other air cooling units, boilers, water heaters and water softeners; cabinets, fixtures, lighting, sinks, tubs, counters, countertops and islands, hardware; all decorated (affixed) interiors and surfaces of interior structural walls, ceilings and trim.

(f) Coverage B (as that term is defined by the standard Homeowners insurance policy) – Personal Property/ Contents and Lost Rents. EACH HOME UNIT OWNER IS RESPONSIBLE TO PURCHASE COVERAGE C – PERSONAL PROPERTY INSURANCE COVERING THE CONTENTS OF HIS HOME UNIT AND LOST BUSINESS, RENTS OR RENTAL INCOME. For use herein the term “contents” shall mean and refer to in the broadest possible sense all furniture, furnishings, appliances, accessories, dining and cooking ware, televisions, stereo equipment, electronic equipment and systems, computers, art, table lamps, linens, blankets, quilts, rugs, lost business, rents, income and profits, personal items not specified in the original design and specifications, and all personal property, belongings and effects in the Home Unit, Building or Common Area and Facilities not covered by the Master Association Policy.

(g) Premium is an Individual Expense. The insurance premium on the Home Unit Owner Policy shall be an Individual Expense.

(h) Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

(i) Name Association as “Additional Insured.” Each Home Unit Owner Policy shall name the Association as an “Additional Insured.”

(j) Certificate of Insurance. Each Home Unit Owner shall provide the Association with a “Certificate of Insurance” upon request.

(k) Use of Insurance Proceeds and Repairs. Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

(l) Quality of Insurance Company. The Association and Home Unit Owners shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.

(m) Damages. Each Home Unit Owner is responsible for the maintenance of his Home Unit and for the repair of any damage he causes to another Home Unit, Unit or the Common Area and Facilities.

(n) Right to Adjust Claims. The Association has the right, power and authority to adjust claims.

(o) Primary Coverage. If a claim is covered by a Home Unit Owner's Policy and the Association's Master Policy, it is the intent of the Association that the Home Unit Owner's policy be considered PRIMARY and that the Association Master Policy be considered SECONDARY.

22. Damage to Project. In the event of damage to or destruction of part or all of the improvements in the Project, the following procedures shall apply:

(a) Sufficient Funds. If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) Insufficient Funds. If less than seventy-five percent (75%) of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Home Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

(c) Approval. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Home Unit Owners within one hundred (100) days after the destruction or damage by a vote of at least seventy-five percent (75%) elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) Disapproval. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are insufficient to accomplish restoration, and if the Home Unit Owners do not, within one hundred (100) days after the destruction or damage and by a vote of at least seventy-five percent (75%), elect to repair or reconstruct the affected improvements the Management Committee shall promptly record with the Salt Lake County Recorder's notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Home Units.

Any reconstruction or repair which is required to be carried out by this Paragraph shall be accomplished at the instance and direction of the Management Committee, and the insurance proceeds for any losses to Project property shall not be used for any purpose other than the

repair, replacement, or reconstruction of the damaged or destroyed Project property. Any determination which is required to be made by this Paragraph regarding the extent of damage to or destruction or Project improvements shall be made as follows: The Management Committee shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of Project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Paragraph shall be the average of the two closest appraisal figures.

23. Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Home Unit Owners who collectively hold at least the necessary percentage of undivided ownership interest; provided, however, if the Association is incorporated as a nonprofit corporation, then the Association shall comply with the Utah Revised Nonprofit Corporation Act which shall in all respects govern and control.

24. Merger of Phases. Phase No. 1 and Phase No. 2 have been merged into the Project and the Entire Project consists of Phases Nos. 1 and 2.

25. Configuration of Parking Stall Home Units. As appears more fully in the Record of Survey Map and Exhibit A to this Declaration, the Project contains a number of open car stalls which constitute Parking Stall Units P-54A - P-58A.

26. Fines. Each Owner and all Residents and Permittees are responsible for adhering to the Project Documents governing the Project. The Management Committee shall adopt, publish and update annually a "Fine Schedule". Pursuant to U.C.A., Section 57-8-37 (2001), a breach of the Project Documents (as they may be amended from time to time) is subject to enforcement pursuant to the Declaration, which may include the imposition of a sanction, penalty, fine or other Individual Charges.

27. Enforcement and Right to Recover Attorneys Fees. Should the Association, Management Committee or an aggrieved Owner be required to take action to enforce the Project Documents or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the prevailing party may recover damages, including all reasonable attorney's fee and costs which may arise or accrue. It is the intent of the Association to have the Board of Directors respond to verified complaints made by Owners regarding violations of the Declaration, rather than police the Project Documents.

28. Use Restrictions. The use of the Property is subject to the right of the Management Committee to limit the number of Guests and Permittees, and to adopt administrative rules and regulations from time to time governing the use and enjoyment of the Common Area; The right of the Management Committee to suspend the voting rights and the privilege to use the recreational amenities by a member for: (a) any period during which his Assessments or other charges remain delinquent, and (b) a period not to exceed ninety (90) days

after notice and hearing as may be set forth hereinafter for any infraction of the Association rules. In addition:

(a) Nuisance. It shall be the responsibility of each Owner to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes but is not limited to the following:

(1) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about his Home Unit or the Common Areas;

(2) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;

(3) Unreasonable amounts of noise or traffic in, on or about any Home Unit or the Common Area; and

(4) Drug houses and drug dealing; the unlawful sale, manufacture, service, storage, distribution, dispensing or acquisition occurs of any controlled substance; gambling; criminal activity; parties which occur frequently which bother, annoy or disturb other reasonable residents or interfere with their quiet and peaceful enjoyment of the premises; prostitution; or other violation of U.C.A., Section 78-38-9 (1999) as amended or supplemented.

(b) Removing Garbage, Dust and Debris. All rubbish, trash, refuse, waste, dust, debris and garbage shall be deposited in sealed plastic bags or other authorized containers, shall be regularly removed from the Home Unit, not being allowed to accumulate therein so as to create a sanitation, health or safety hazard, and shall be disposed of within dumpsters provided by the Association.

(c) Subdivision of a Unit. No Unit may be subdivided.

(d) No Severance. The elements of a Home Unit and other rights appurtenant to the ownership of a Home Unit, including interest in Common Areas and Facilities and Limited Common Areas and Facilities, if any, are inseparable, and each Owner agrees that he shall not, while this Declaration is in effect, make any conveyance of less than an entire Home Unit and such appurtenances. Any conveyance made in contravention of this Subsection, including under any conveyance, encumbrance, judicial sale or other transfer (whether voluntary or involuntary) shall be void.

(e) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, tags or the painting of graffiti within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

(f) Temporary Structures. No Owner or occupant shall place upon any part of the Project any temporary structures, including but not limited to dog runs, storage unit, tents, trailers and sheds or their equivalent, without the prior written consent of the Management Committee; provided, however, tents may be allowed for up to forty-eight (48) hours by Owners in their Limited Common Areas or the Common Area immediately adjacent to their buildings.

(g) Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or Resident in, on or about the Common Areas without the prior written consent of the Committee. The Management Committee may alter or remove any objects planted or placed in violation of this subsection and shall not be guilty of a trespass.

(h) Energy Conservation Equipment. Energy Conservation Equipment allowed by federal, state or local laws is permitted.

(i) Business Use. No resident may operate a commercial trade or business in or from his Home Unit with employees of any kind or with customers who are not residents of the Project, or which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Home Unit. No commercial trade or business may be conducted in or from a Home Unit unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the Management Committee, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the Management Committee. Notwithstanding the foregoing, the leasing of a Unit shall not be considered a trade or business within the meaning of this subsection.

(j) Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the parking rules and regulations adopted by the Management Committee from time to time, which shall include:

(1) The parking areas are not designed for Recreational, Commercial or Oversized motor vehicles and the Management Committee has the right to make rules and regulations conditioning, restricting or prohibiting their use. Unless otherwise determined by the Management Committee, all Recreational, Commercial and Oversized Vehicles shall be parked outside the Project, except for purposes of loading and unloading.

(2) No motor vehicle or trailer may be parked or stationed in such a manner so as to create a potentially dangerous situation.

(3) Except for purposes of loading and unloading, no motor vehicle or trailer may be parked or stationed in such a manner so as to create an obstacle or along any street or road, or in front of any garage, walkway, driveway, Building or Home Unit, or in an unauthorized Common Areas.

(4) Residents may only park their motor vehicles within their Parking Stall Units, carports, covered parking spaces, or in other designated Common Area parking stalls.

(5) Residents may not park their motor vehicles in red zones, fire lanes, or other unauthorized areas.

(6) Guests shall park their motor vehicles in Common Areas designated for Guest parking.

(7) No Owners or Residents shall repair or restore any vehicle of any kind in, on or about any Home Unit or the Common Area, except for emergency repairs, and then only for a seventy-two (72) hour period to enable movement thereof to a proper repair facility.

(8) No motor vehicle shall be parked in such a manner as to inhibit or block access to a Unit, garage, covered parking space, uncovered parking space, entrance, exit, or parking area.

(9) All parking areas shall be used solely for the parking and storage of motor vehicles used for personal transportation.

(k) Aerials, Antennas, and Satellite Systems. Antennas and satellite dishes shall be prohibited within the Property, except (i) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter or diagonal measurement; (ii) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is: (1) located in the attic, crawl space, garage, or other interior spaces of the Home Unit or another approved structure on the Property; and (2) attached to or mounted in the Limited Common Area immediately adjacent to the Home Unit, such as a balcony, deck or patio in the rear of the building, and extending no higher than the eaves of that portion of the roof of the Home Unit directly in front of such antenna. The Management Committee may but is not obligated to allowed satellite dishes on the roof of a Building and may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device in the authorized areas.

(l) Window Coverings, Awnings and Sun Shades. No-aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any residential structure on a Home Unit. Sun shades are not allowed on the exterior of any Building, unless the color, style, construction material and uniformity of appearance is approved by the Management Committee.

(m) Windows. All windows and window panes in the Project shall be harmonious, and comparable in size, design and quality so as not to detract from uniformity in appearance and quality of construction.

(n) Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two (2) domestic pets per Home Unit are allowed; provided, however, any existing pets in violation of this provision, and their replacements, shall be grandfathered. All pets must be properly licensed and registered with the appropriate governmental agency, abide by all pet rules and regulations adopted by the Management Committee from time to time. Pets may not create a nuisance. The following acts of an animal shall be considered a nuisance: (a) it causes damage to the property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any common area and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; or (f) it molests or harasses passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area.

(o) Chimes and Musical Sound Makers. Chimes, dream catchers, bells, tubes or other objects hung vertically outside the Home Unit which ring, strike or otherwise produce musical sounds or harmony heard by other residents are prohibited.

(p) Dumpster. The Management Committee may adopt rules governing the use of the dumpster(s). Nothing shall be placed in, on or about the dumpster(s) in violation of the dumpster rules.

(q) Storage Home Unit Hallways. Nothing shall be placed in the Storage Home Unit hallways which must remain open and unobstructed.

(r) Insurance. Nothing shall be done or kept in, on or about any Home Unit, Unit or in the Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Management Committee, but for such activity, would pay.

(s) Laws. Nothing shall be done or kept in, on or about any Home Unit, Unit or Common Areas, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(t) Damage or Waste. No damage to, or waste of, the Common Areas or Limited common Areas shall be committed by any Owner or Resident, or their Permittees; and each Owner and Resident shall indemnify and hold the Management Committee and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by him.

(u) Structural Alterations. Except in the case of an emergency repair, no structural alterations, plumbing, electrical or similar work within the Common Areas or Limited

Common Areas shall be done or permitted by any Owner without the prior written consent of the Management Committee.

29. Transfer Fee. The Management Committee may charge a reasonable transfer or impact fee each time ownership or possession of a Home Unit is transferred.

30. Delegation of Management Responsibilities. The Management Committee may delegate some of its management responsibilities in whole or in part to a professional manager, management company, an experienced on-site manager, and/or an independent contractor, through service contracts or any combination thereof ("Manager"). The Manager may be an employee or an independent contractor. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than sixty (60) days, and no such contract or agreement shall be for a term greater than one (1) year or have a severance payment or termination penalty. The Management Committee may also employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities. Anything to the contrary notwithstanding, any such management contract may be terminated for cause on thirty (30) days written notice.

31. Consent of Eligible Mortgagee. 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.

32. Amendment. The vote of at least 67% of the undivided ownership interest in the Common Areas and Facilities shall be necessary and sufficient to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Management Committee shall certify that the vote required by this Paragraph for amendment has occurred.

33. Consent of Eligible Mortgagees to Add or Amend Any Material Provision. Anything to the contrary notwithstanding, 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 Record of Survey Map which establishes, provides for, governs, or regulates any of the following:

- (a) Voting rights;
- (b) Increases in monthly assessments for operating expenses that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- (c) Reductions in reserves for maintenance, repair, and replacement of Common Areas, Facilities and Elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the Common Area, Limited Common Area, and general or limited common elements, or rights to their use;
- (f) Redefinition of any Unit boundaries;
- (g) Convertibility of Units into Common Area or Elements, or vice versa;

- (h) Expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
 - (i) Hazard or fidelity insurance requirements;
 - (j) Imposition of any restrictions on the leasing of Home Units;
 - (k) Imposition of any restrictions on a Home Unit Owner's right to sell or transfer his or her Home Unit;
 - (l) A decision by the Association to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;
-
- (m) Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the documents; and
 - (n) 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 Record of Survey Map 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 Management 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 Record of Survey Map 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.

34. Effect of Invalidity. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

35. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. This Declaration shall be liberally construed to affect its purpose. The captions which precede the Paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

36. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of all parties who hereafter acquire any interest in a Home Unit, Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner and Permittee shall comply with, and all interests in all Home Units or other Units shall be subject to, the terms of the Act, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Home Unit,

Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

37. Agent for Service of Process. The President of the Association is the person to receive service of process in the cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his or her address shall be specified by an appropriate instrument filed in the office of the County Recorder of Salt Lake County, State of Utah.

38. Percentages of Ownership Interest. Voting rights and distribution of Common Expenses shall be based upon percentages of ownership interest, which are set forth on Exhibit "A", attached hereto and incorporated herein by this reference. The percentages of ownership interest shall have a permanent character and may not be changes without the affirmative written consent of at least two-thirds of the Home Units.

39. Effective Date. This document shall be effective on the date it is recorded in the office of the Salt Lake County Recorder.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this 24th day of February, 2010.

DECLARANT:
GEORGETOWN SQUARE HOMEOWNERS ASSOCIATION

By: Edward Frank
Name: Edward Frank
Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of February, 2010 by Edward Frank, the President of GEORGETOWN SQUARE HOMEOWNERS ASSOCIATION, and Edward Frank duly acknowledged to me that said Association executed the same.

Catherine L. Noyes
NOTARY PUBLIC
Residing at: Salt Lake City
My Commission Expires: 2.20.12

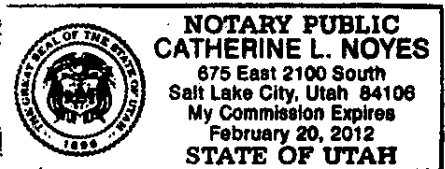


EXHIBIT "A"

**TO
ENABLING DECLARATION OF CONDOMINIUM OF GEORGETOWN
SQUARE CONDONINIUM PROJECT**

PERCENTAGES OF OWNERSHIP

<u>Home Unit</u>	<u>% Ownership</u>	<u>Home Unit</u>	<u>% Ownership</u>
2111	1.520	2112*	1.476
2113	1.447	2114	1.402
2115	1.402	2116	1.431
2117	1.402	2118	1.431
2119	1.431	2120	1.417
2121	1.417	2122	1.417
2123	1.431	2124	1.431
2125	1.431	2126	1.431
2127	1.402	2128	1.431
2129	1.402	2130	1.447
2131	1.447	2132	1.402
2133	1.447	2134	1.402
2135	1.431	2136	1.447
2137*	1.490	2138*	1.520
2139*	1.520	2140*	1.490
2141	1.447	2142	1.402
2143	1.417	2144	1.417
2145	1.447	2146	1.417
2147	1.447	2148	1.431
2149	1.447	2150	1.447
2151	1.447	2152	1.447
2153*	1.520	3332*	1.534
3333*	1.564	3334	1.461
3335	1.490	3336	1.431
3337	1.447	3338	1.166
3339	1.447	3340	1.726
3341	1.476	3342	1.210
3343	1.490	3344	1.756
3345	1.476	3346	1.210
3347	1.476	3348	1.682
3349	1.461	3350	1.166
3351	1.461	3352	1.741
3353	1.476	3354*	1.534
3355*	1.608		
P-1 thru P-50			
P-52 thru P-53	.044	(Per Home Unit)	
P-54A thru P-58A	.059	(Per Home Unit)	

*Home Unit located on the end of a building

EXHIBIT "B"
BYLAWS
OF
GEORGETOWN SQUARE HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

Section 1.01 Name and Location. The name of the Association is the GEORGETOWN SQUARE HOMEOWNERS Association (the "Association"). The principal office of the corporation shall be located at the home of the President of the Association but meetings of the Association and Management Committee may be held at such places within the State of Utah, as may be designated by Management Committee.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Article 1 of the Declaration shall have such defined meanings when used in these Bylaws.

ARTICLE III
MEETINGS OF MEMBERS OF THE ASSOCIATION

Section 3.01 Annual Meeting. The Association shall meet as often as it deems reasonably necessary, but not less than annually on the second Tuesday in April of each year.

Section 3.02 Special Meetings. Special meetings of the Association may be called at any time by the President or by a majority of the Members of the Management Committee or the Secretary of the Association pursuant to a request of at least one-fourth of the undivided ownership interest in a written petition.

Section 3.03 Notice of Meetings. Written notice of each meeting of the Association shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.04 Quorum. The Owners present in person or proxy at any meeting of the Association shall constitute a quorum for any action except as otherwise expressly provided in the Project Documents.

Section 3.05 Proxies. At all Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall expire, if not previously revoked, eleven (11) months after the date it is given by the Owner.

Section 3.06 Action Taken Without a Meeting. The Association shall have the right to take any action in the absence of a meeting which it could take at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the Association.

**ARTICLE IV
MANAGEMENT COMMITTEE AND TERM OF OFFICE**

Section 4.01 Number. The affairs of the Association shall be managed by a Management Committee comprised of four (4) natural persons. Each Member must be duly qualified and appointed or elected.

Section 4.02 Replacement. If a Member resigns or is otherwise unable or unwilling to serve, then the remaining Members shall appoint a replacement to complete the term of office.

Section 4.03. Removal Of Management Committee Members. That upon a vote of at least a majority of the undivided ownership interest, any or all of the Management Committee members may be removed. In the event of such removal action, the Owners may then proceed to elect a new Management Committee or replace the removed Management Committee member or members in at a special meeting called for this purpose.

Section 4.04 Term of Office. Each Member on the Management Committee shall serve a term of at least two (2) years.

Section 4.05 Compensation. No Member shall receive compensation for any service rendered to the Association as a member of the Management Committee; although he or she may be reimbursed for actual expenses incurred in the performance of his or her duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee.

Section 4.06 Meeting. The Management Committee shall meet as often as it deems reasonably necessary, but not less than annually at a convenient time and place.

Section 4.07 Action Taken Without a Meeting. The Management Committee shall have the right to take any action in the absence of a meeting which it could take at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the Management Committee.

Section 4.08 Voting. Each Member shall have one vote.

**ARTICLE V
POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE**

Section 5.01 Powers. The Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of the foregoing, the Association may act through its Management Committee and shall specifically have the powers and duties set out in this Article V, including:

Section 5.01.1 Assessments. The power and duty to levy Assessments on the Owners, and to enforce payment of such assessments in accordance with the Declaration.

Section 5.01.2 Association Property. The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and Facilities and improvements thereon. In particular the Association shall:

a. Maintain and repair in an attractive, safe and functional condition the Common Areas and Facilities;

b. Pay all taxes and assessments levied upon the Common Areas and Facilities and all taxes and assessments payable by the Association;

c. Obtain any water, sewer, gas and electric services needed for the Common Areas and Facilities; and

d. Do each and every other thing reasonable and necessary to operate the Common Areas and Facilities and the Association.

ARTICLE VI OFFICERS AND THEIR DUTIES

Section 6.01 Enumeration of Officers. The officers of the Association shall be a president and secretary, plus such other officers as the Management Committee may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Members of the Management Committee.

Section 6.02 Election of Officers. The Management Committee shall elect or appoint officers at the first meeting of the Management Committee during each calendar year.

Section 6.03 Term. Each officer of the Association shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 6.04 Special Appointments. The Management Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine.

Section 6.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Management Committee. Any officer may resign at any time by giving written notice to the Management Committee, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.06 Vacancies. A vacancy in any office may be filled by appointment by the management Committee. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

**ARTICLE VII
BOOKS AND RECORDS**

Section 7.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Property, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Management Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 7.02 Signatures. All checks, drafts, contracts, and legally binding agreements must be signed by at least two (2) persons, one of whom must be the president or secretary, and the other the professional property manager.

Section 7.03 Bookkeeping. The accounting and financial statements for Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a member of the Management Committee or an officer of the Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered by the bookkeeper or accountant to the Treasurer and each Member of the Management Committee. The accountant or bookkeeper shall prepare and file all tax returns for the Association.

Section 7.04 Audit. Either a (a) majority vote of the Members of the Management Committee or (b) majority vote of all of the Owners is necessary and sufficient to require a Compilation Report, Reviewed Statement or Audited Statement of the Association.

**ARTICLE VIII
AMENDMENTS**

Section 8.01 Amendment to Bylaws. These Bylaws may only be amended (a) by the affirmative vote of a majority of the members of the Management Committee or (c) the affirmative vote of a majority of the percentage of ownership interest.

Section 8.02 Conflict Among Articles, Bylaws, and Declaration. In the case of any conflict among the Articles, Declaration, and these Bylaws, the Declaration shall in all respects govern and control.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Miscellaneous. The fiscal year of the Association shall begin on the first day of January and end on the 31 day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this 24th day of February, 2010.

DECLARANT:
GEORGETOWN SQUARE HOMEOWNERS ASSOCIATION

By: Edward Frank
Name: Edward Frank
Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of February, 2010 by Edward Frank, the President of GEORGETOWN SQUARE HOMEOWNERS ASSOCIATION, and Edward Frank duly acknowledged to me that said Association executed the same.

Catherine L. Noyes
NOTARY PUBLIC
Residing at: Salt Lake, Utah
My Commission Expires: 2.20.12

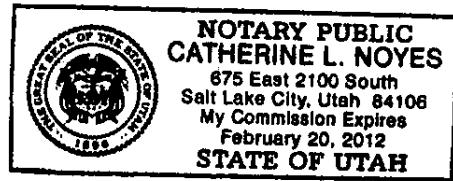


EXHIBIT "C"

CRIME FREE ADDENDUM

1. No Owner, tenant, resident or any member of their household, guest, visitor or invitee, or other person under their control (collectively "Owner") shall engage in criminal activity, including drug-related criminal activity, on or near the dwelling unit.

2. For use herein, the term "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

3. Owner shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the dwelling unit premises.

4. Owner, resident or members of their household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

5. Owner shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in U.C.A. 58-3-1, at any locations, whether on or near the dwelling unit premises or otherwise.

6. Owner shall not engage in any illegal activity, including prostitution as defined in U.C.A. 76-10-1302, criminal street gang activity, threatening or intimidating behavior as prohibited in U.C.A. 76-5-107, assault as prohibited in U.C.A. 76-5-102, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the Declaration, By-laws or rules that otherwise jeopardizes the health, safety and welfare of other residents, guests, visitors or invitees involving imminent serious property damage.

7. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A NUISANCE.** A single violation of any provisions shall be considered good cause for immediate action for injunctive relief and damages. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

EXHIBIT "D"

VOTE TALLY

A copy of the vote tally is attached hereto and incorporated herein by this reference.

**Georgetown Square
CC R Revision Ballot
December 2009**

Name	For/Against	Date Received
Richard Bliss	For	24-Nov
David Shaffer	For	24-Nov
Phillup Bardsley	For	24-Nov
Edward Frank	For	24-Nov
Josephine Esquibel	For	24-Nov
Jerry Debenham	For	27-Nov
Helen Blake	For	30-Nov
Judy Jolly	For	30-Nov
Elizabeth Marsh	For	1-Dec
Velina Nielsen	For	2-Dec
Dean Betenes	Against	3-Dec
Emily Dowdle	For	3-Dec
Othea Sovereign	For	4-Dec
Stephanie Bletzacker	For	4-Dec
Myrene Mandeles	Against	7-Dec
JoAnne Smith	For	15-Dec
Marilyn McPhie	For	7-Dec
Marlene Robinson	For	7-Dec
Elsie Jensen	For	9-Dec
Leslie VanBlerkom	For	10-Dec
Marian Beck	Against	10-Dec
Raul Zamudio	For	10-Dec
Tony & Karen Falcone	Against	10-Dec
Betty Jo Stevens	Against	10-Dec
Gayle Coleman	Against	11-Dec
Karen Tsuyuki	For	14-Dec
Barbara Nelson	For	14-Dec
Leone Burton	For	14-Dec
Barbara DeBoer	For	14-Dec
Rachel Paryz	For	14-Dec
Carol Schade	For	15-Dec
Robert Evans	For	15-Dec
Sylvia Jillene Abrams	For	15-Dec
Colin Santos	For	15-Dec
Janel Jorgenson	For	15-Dec
Vennie Ying	For	15-Dec
Marshal Ding	For	15-Dec
Fiona Ying	For	15-Dec
Sonia Huaman	For	15-Dec
Jacci & Corey Halliday	For	15-Dec
Pamela Green	For	15-Dec
Marissa Fischer	For	15-Dec
Kara Johnson	For	15-Dec
Kevin Davis	For	15-Dec
John Strong	For	15-Dec
Kimberlee Huaman	For	15-Dec
Elizabeth Vincent	For	15-Dec
Elaine Hoopes	For	15-Dec
Marie Kinghorn	For	15-Dec
Spencer Evans	For	15-Dec
Janis Locher	For	15-Dec

Rescinded her 7-Dec Against

LEGAL DESCRIPTION

RXLP GEORGETOWN SQUARE PH 1 CONDO AMD				BLK, LOT-QUAR	OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		U	P1	16-27-354-054-0000	
		U	P2	16-27-354-054-0000	
		U	P3	16-27-354-054-0000	
		U	P4	16-27-354-054-0000	
		U	P5	16-27-354-054-0000	
		U	P6	16-27-354-054-0000	
		U	P7	16-27-354-054-0000	
		U	P8	16-27-354-054-0000	
		U	P9	16-27-354-054-0000	
		U	P10	16-27-354-054-0000	
		U	P11	16-27-354-054-0000	
		U	P12	16-27-354-054-0000	
		U	P13	16-27-354-054-0000	
		U	P14	16-27-354-054-0000	
		U	P15	16-27-354-054-0000	
		U	P16	16-27-354-054-0000	
		U	P17	16-27-354-054-0000	
		U	P18	16-27-354-054-0000	
		U	P19	16-27-354-054-0000	

PF5=RXKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP GEORGETOWN SQUARE PH 1 CONDO AMD

B FLG BLK/BLDG IND FLG LOT/QUAR
***** INVALID PARCEL NUMBER *****

BLK, LOT-QUAR
 PARCEL NUMBER

OBSOLETE?

U	P20	16-27-354-054-0000
U	P21	16-27-354-054-0000
U	P22	16-27-354-054-0000
U	P24	16-27-354-055-0000
U	P25	16-27-354-055-0000
U	P26	16-27-354-055-0000
U	P27	16-27-354-055-0000
U	P28	16-27-354-055-0000
U	P29	16-27-354-055-0000
U	P30	16-27-354-055-0000
U	P31	16-27-354-056-0000
U	P34	16-27-354-057-0000
U	P35	16-27-354-058-0000
U	P36	16-27-354-059-0000
U	P37	16-27-354-060-0000
U	P40	16-27-354-061-0000
U	P44	16-27-354-067-0000
U	P45	16-27-354-062-0000
U	P45	16-27-354-065-1001

YES

PF5=RXXP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP GEORGETOWN SQUARE PH 1 CONDO AMD				BLK, LOT-QUAR	OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		U	P45	16-27-354-065-1002	
		U	P46	16-27-354-037-0000	
		U	P48	16-27-354-063-0000	
		U	P49	16-27-354-064-0000	
		U	P50	16-27-354-055-0000	
		U	AREA	16-27-353-022-0000	
		U	2111	16-27-354-002-0000	
		U	2112	16-27-354-003-0000	
		U	2113	16-27-354-004-0000	
		U	2114	16-27-354-005-0000	
		U	2115	16-27-354-006-0000	
		U	2116	16-27-354-007-0000	
		U	2117	16-27-354-008-0000	
		U	2118	16-27-354-009-0000	
		U	2119	16-27-354-010-0000	
		U	2120	16-27-354-011-0000	
		U	2121	16-27-354-012-0000	
		U	2122	16-27-354-013-0000	
		U	2123	16-27-354-014-0000	

PF5=RXKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP GEORGETOWN SQUARE PH 1 CONDO AMD				BLK, LOT-QUAR	OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		U	2124	16-27-354-015-0000	
		U	2125	16-27-354-016-0000	
		U	2126	16-27-354-017-0000	
		U	2127	16-27-354-018-0000	
		U	2128	16-27-354-019-0000	
		U	2129	16-27-354-020-0000	
		U	2130	16-27-354-021-0000	
		U	2131	16-27-354-022-0000	
		U	2132	16-27-354-023-0000	
		U	2133	16-27-354-024-0000	
		U	2134	16-27-354-025-0000	
		U	2135	16-27-354-026-0000	
		U	2136	16-27-354-027-0000	
		U	2137	16-27-354-028-0000	
		U	2138	16-27-354-029-0000	
		U	3332	16-27-354-030-0000	
		U	3333	16-27-354-031-0000	
		U	3334	16-27-354-032-0000	
		U	3335	16-27-354-033-0000	

PF5=RKKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP GEORGETOWN SQUARE PH 1 CONDO AMD				BLK, LOT-QUAR	OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
*** INVALID PARCEL NUMBER ***					
		U	3336	16-27-354-034-0000	
		U	3337	16-27-354-035-0000	
		U	3338	16-27-354-036-0000	
		U	3339	16-27-354-037-0000	
		U	3340	16-27-354-038-0000	
		U	3341	16-27-354-039-0000	
		U	3342	16-27-354-040-0000	
		U	3343	16-27-354-041-0000	
		U	3344	16-27-354-042-0000	
		U	3345	16-27-354-043-0000	
		U	3346	16-27-354-044-0000	
		U	3347	16-27-354-045-0000	
		U	3348	16-27-354-046-0000	
		U	3349	16-27-354-047-0000	
		U	3350	16-27-354-048-0000	
		U	3351	16-27-354-049-0000	
		U	3352	16-27-354-050-0000	
		U	3353	16-27-354-051-0000	YES
		U	3353	16-27-354-066-0000	

PF5=RKKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP GEORGETOWN SQUARE PH 1 CONDO AMD				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
END OF LIST					
		U	3354	16-27-354-052-0000	
		U	3355	16-27-354-053-0000	

PF5=RXXP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
 LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP GEORGETOWN SQUARE PH 2 CONDO AMD

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		U	AREA	16-27-353-022-0000	
		U	P54A	16-27-353-017-0000	
		U	P55A	16-27-353-018-0000	
		U	P56A	16-27-353-019-0000	
		U	P57A	16-27-353-020-0000	
		U	P58A	16-27-353-021-0000	
B	E	U	2140	16-27-353-003-0000	
B	E	U	2142	16-27-353-005-0000	
B	E	U	2144	16-27-353-007-0000	
B	E	U	2146	16-27-353-009-0000	
B	E	U	2148	16-27-353-011-0000	
B	F	U	2139	16-27-353-002-0000	
B	F	U	2141	16-27-353-004-0000	
B	F	U	2143	16-27-353-006-0000	
B	F	U	2145	16-27-353-008-0000	
B	F	U	2147	16-27-353-010-0000	
B	F	U	2149	16-27-353-012-0000	
B	F	U	2150	16-27-353-013-0000	
B	F	U	2151	16-27-353-014-0000	

PF5=RKKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST

LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN

RXLP GEORGETOWN SQUARE PH 2 CONDO AMD

B FLG BLK/BLDG IND FLG LOT/QUAR
END OF LIST

BLK, LOT-QUAR
PARCEL NUMBER

OBSOLETE?

B	F	U	2152	16-27-353-015-0000	
B	F	U	2153	16-27-353-016-0000	

PF5=RKKP PF7=RXAB ENTER=NEXT PF12=PREV PF10=LAST
LINE DOWN AND ENTER=RXPN PF1=VTDI PF4=RETURN TO RXEN