

MAIL TO:
TERRACE FALLS CONDO
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TERRACE FALLS CONDO APT 102
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SALT LAKE CITY UTAH 84103
BY: LMH, DEPUTY - WI 41 P.

**2013 AMENDMENT
OF
TERRACE FALLS
CONDOMINIUM OWNERS ASSOCIATION'S
DECLARATION,
COVENANTS, CONDITIONS, RESTRICTIONS
AND BYLAWS
(Combined and referred to herein
informally as its "Bylaws.")**

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**ARTICLE I
INTRODUCTION**

Section 1.01. The Terrace Falls Condominium Owners' Association.

(a) Terrace Falls Condominium Owners' Association is a Utah nonprofit corporation organized and governed under the Condominium Ownership Act, Utah Code Annotated Title 57-8-1 et seq. as amended, its Articles of Incorporation, these Bylaws (which term, as used herein shall include this entire document, which, by written approval of Owners having a majority of voting shares, constitutes a combination of its Declaration, as originally recorded on December 13, 1985 and amended on May 1, 1992 and June 12, 2007 and its Bylaws which became effective on the 16th day of September, 1985. And which were amended on the 9th day of June, 2007), and its Rules and Regulations.

(b) Under such name its contracts shall be entered into, title to property acquired, held, dealt in, and disposed of. Their employees, and any other persons who may use the facilities of the property in any manner, are subject to the terms of and, notwithstanding the subsequent provisions hereof, shall be controlled by and shall abide by, the Act, applicable federal, state and local laws and ordinances, including laws and ordinances prohibiting discrimination on account of religion, sex, national origin, familial status, source of income, disability, sexual orientation or sexual identity, and by said Articles of Incorporation, these Bylaws, such Rules and Regulations and amendments thereof, and such use shall constitute each such individual's or entity's agreement for themselves and for their tenants, licensees, invitees, guests, heirs, representatives, successors and assigns, to be bound by and to perform in accordance with the terms of these Bylaws and such Rules and Regulations.

(c) The office of the Association and its Board is at 171 Third Avenue, Salt Lake City, Utah 84103.

(d) Its agent for the service of process is John S. Welch who resides at the above address, or any successor thereto.

Section 1.02. Location of Certain Documents.

(a) Some definitions are in Appendix 1.

(b) The legal description of the Property is in Appendix 2.

(c) The sizes and Undivided Percentage Interests in the Common Areas of the 80 Units are listed in Appendix 3. (Areas listed therein as "balconies" "decks" and "patios" are now considered as part of the applicable Unit.)

- (d) The list of voting shares of Owners is also in Appendix 3.
- (e) The Salt Lake City's acceptance of this Association is in Appendix 4.
- (f) Certain Structural Information is in Appendix 5.
- (g) Parking stalls and storage lockers are listed in Appendix 6 as components of certain Units, which is kept current so as to record individual transfers of parking stalls separately from Units among Owners, as limited by Section 2.01(e). Parking stalls otherwise pass automatically with transfer of Ownership of a Unit, but may be listed on the deed.
- (h) The Court Stipulation Order is held in the archives of the Association.
- (i) The Articles of Incorporation of the Association are held in the archives of the Association.
- (j) The Survey Map is held in the archives of the Association.

ARTICLE II
THE OWNERS

Section 2.01. Association Membership.

- (a) Each Owner is automatically a member of the Association, and is bound by and subject to these Bylaws. Upon subsequent transfers of the Owner's unit, the new Owner shall automatically become a replacement member of the Association. Membership shall be appurtenant to and cannot be separated from ownership of any Unit, and any attempt to transfer membership, other than upon the transfer of the Unit giving rise to the membership is void. The Owners shall pay when due all and Dues and Assessments imposed herein pertaining to the Units and the related Limited Common Areas and Facilities.
- (b) The Board shall maintain an up-to-date Registry showing the legal name of each Owner, as recorded in the office of the County Recorder of Salt Lake County, Utah, his or its address, and the Terrace Falls number of his or its Unit owned.
- (c) The Board may for all purposes act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Salt Lake County, Utah.
- (d) Each Owner has the exclusive right to use and occupy his or its Unit, subject to Sections 1.01 and 7.01.
- (e) In the event of any transfer of a Unit or interest therein the transferee shall furnish the Board with a photo copy of the transfer document as recorded at such County Recorder and his name, address and phone number.

(f) A new Owner shall not be allowed to occupy the Unit until all claims of the Association against it have been paid.

(g) The Owner (other than a mortgagee in possession pursuant to foreclosure or deed in lieu of foreclosure, as to which, see Section 10.02) shall remain liable for his or its monthly Dues and Assessments until the requirements of subsection (e) and (f) have been met.

(h) Each Owner must retain exclusive rights to at least one parking stall and one storage locker per Unit owned, but shall have the right to sell any additional parking stall assigned to the Owner's Unit or to rent his parking stall or stalls and/or his storage locker, only to residents of Terrace Falls, for periods ending not later than the day before the date of conveyance of or encumbrance of the Unit to which the stall is appurtenant.

Section 2.02 Ownership of Common Areas and Facilities.

The Common Areas and Facilities contained in the Property are described and identified in Section 1.03 and its citations.

- (a) Undivided Interest Percentages are recorded in Appendix 3. Each such Percentage is based upon the square footage of such Unit including balconies, decks and patios but excluding parking stalls and storage lockers. Such square footage total was adjusted in each case in the original design of the Property by an adjustment factor based upon the "location" of the Unit, including its elevation. Units of substantially the same size with substantially similar locations were given substantially the same Percentage Interests.
- (b) Each Owner's Undivided Interest Percentage represents the Owner's share of the Common Areas and facilities of the Property.
- (c) It also represents the Owner's shares of the Operating Budget Dues and Reserve Program Assessments imposed under Section 6.04(a). and
- (d) Each Percentage Interest is appurtenant to and inseparable from the Unit to which it relates. Thus, even if not specifically mentioned in the instrument of transfer, such Percentage Interest shall automatically accompany the transfer of the Unit to which it relates.

Section 2.03. Application of Percentage Interests.

An Owner's Percentage Interest shall be binding for all other purposes, including voting.

Section 2.04. Use of Common Areas and Facilities.

Each Owner, each Owner's lessee, if any, and the guests and other invitees of the foregoing individuals shall have the non-exclusive right to use the Common Areas and Facilities. This right of use shall be appurtenant to and run with each Unit. Such use shall be subject to these Bylaws and the Rules and Regulations. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in Article VII. The Owners shall at all times comply with these Bylaws and Rules and Regulations and are responsible for the faithful observance thereof and compliance therewith by the members of their households, guests, and tenants.

Section 2.05. Voting Rights of Owners.

(a) In voting on any proposal or issue not expressly delegated to the Board herein including election of Board Members, each Owner shall be entitled to voting shares, for each Unit owned, equal in number to 100 times their respective Undivided Interest Percentages in the common areas and facilities applicable to such Unit, rounded off to three digits. For example, if a Unit's Undivided Interest Percentage is 1.0251%, the Owner will have 103 shares to vote for or against that proposal. See Appendix 3.

(b) In an election of Board members each Owner shall be entitled to vote his voting shares per Unit per open candidate position, in accordance with Section 3.05.

(c) All voting will be done only by Owners, by confidential written mail ballots.

(d) Owners which are joint or common tenancies, corporations, partnerships, limited liability companies, trusts or probate estates, shall vote only by a living Delegate appointed in writing by the Owner on a provided form, except that

(e) A resident who is the sole trustee of a trust, and either the legally married husband or wife who are co-trustees or joint tenants, of an Owner, may cast their vote without such an appointment and otherwise act with full authority in its stead in the affairs and proceedings of the Association (either for that particular vote or permanently until revoked in writing).

(f) If such Owner is not a corporation and its Delegate resides in the Owner's Unit, such Owner may also give its written permission for such Delegate to run for and serve as a Member of the Board or as an Assistant or on a Committee.

(g) Each Owner shall give any such designation and/or permission to the Board on a form provided by the Board, showing its Unit Number and the name, address, email address, business phone number, and cell phone number of its Delegate.

(h) A Delegate may not represent more than the Unit or Units of one Owner.

Section 2.06. Voting Procedures for Owners.

(a) Voting procedures for Owners, shall be as follows:

(i) All voting by Owners shall be by confidential written ballots submitted to the Owners in an outer envelope addressed to the Owner, which will also contain an unmarked inner envelope in which the marked ballot is to be sealed and a return envelope bearing the name and Unit number of the Owner in which the sealed ballot is to be sealed and returned to the Board before a specified date and time, either by mail, deposit in the Board's mail slot or hand-delivered to a Board Member, and otherwise, in compliance with Utah Code Title 16-6a-709.

(ii) Such an envelope not received by the Board before the announced date and time, or non-compliant in any material way, shall not be opened.

(iii) The outer envelopes shall be checked unopened for identity, as received and held securely by the Board.

(iv) When the polls are closed a special Ballot Committee composed of well-respected and unbiased persons selected by the Board, acting privately, shall,

- a. open the outer envelopes determined individually to be valid and to be 80 or less in number,
- b. separate the inner envelopes from the outer envelopes in such a way as to prevent identification of any voter,
- c. identify, segregate and not count, any ballot determined to be invalid for any reason including ambiguity, and
- d. then count and record the valid votes, preserving separately the types of envelopes and the ballots, bundled by tens, for a possible challenge and audit, which if necessary shall be conducted by the Board with three Owners selected at random as observers.

(v) In any voting by Owners other than for election of Board Members, if at least 60 valid ballots are cast, a majority of affirmative voting shares is required for the passage of the issue. If less than 60 such ballots are cast at least 5001 affirmative voting shares is required for passage of any such issue.

(b) Voting procedures for election of Members of the Board by Owners are in Article III.

Section 2.07. Operating Budget Meeting.

The Owners shall meet in an annual Operating Budget Meeting at 171 3rd Avenue, Salt Lake City, Utah, in the last quarter of each year, on a date and at a time announced at least 10 days in advance by the Board. For details see Section 6.02.

Section 2.08 Reserve Program Meetings.

Immediately following each annual Operating Budget Meeting and at any other time as called by the Board, the Owners shall meet on the Reserve Program. For details see Section 6.03.

Section 2.09. Annual Meeting.

(a) The Owners shall hold their "Annual Meeting" in the first quarter of each calendar year at 171 3rd Avenue in Salt Lake City, Utah on a date and at a time announced at least 10 days in advance by the Board.

(b) The Board shall provide each Owner with financial statements for the Operating Budget and the Reserve Program for the previous fiscal year showing actual receipts, disbursements and reserves.

(c) In addition, any significant revisions in the Operating Budget for the fiscal year in which the Annual Meeting is held which differ significantly from those set forth in the estimated budget submitted in the previous fourth quarter will be identified and discussed.

(d) Other matters previously scheduled and reasonably announced in advance to the Owners may be taken up, with any discussion to be conducted in an orderly manner.

Section 2.10. Special Meetings of the Owners.

(a) Special meetings of the Owners may be held at any time at 171 Third Avenue, Salt Lake City, Utah, to consider matters which, by the terms of these Bylaws or the Articles of Incorporation, require the approval of all of some of the Owners, or for any other reasonable purpose.

(b) Special meetings shall be called by written notice, signed by a majority of the Board, or by at least 27 Owners, specifying the date, time and place of the meeting, and the matters to be considered, and delivered to all Owners not less than 10 days prior to the date fixed for said meeting.

(c) The presence by person or by proxy of at least 27 Owners in a Special Meeting shall constitute a quorum. In the absence of a quorum, the meeting shall be adjourned until a date set by the presiding officer.

Section 2.11. Proxies.

An Owner, or his or its Delegate, or his or its duly authorized attorney-in-fact, may vote on any single issue or election by a written and witnessed proxy executed by the Owner, Delegate, or attorney-in-fact. Such proxy shall be filed with the Secretary at least 3 days before the applicable vote. The written ballot shall be given directly to the proxy holder in question at least 48 hours before the voting deadline. Such a voter shall not vote more than a proxy or proxies given by a single Owner in any such voting.

ARTICLE III
THE BOARD

Section 3.01. Members of the Board.

(a) The Board shall consist of not less than three nor more than five natural persons as determined from time to time by the Board, which persons shall each

(i) be a resident Owner, a resident co-Owner, a resident spouse of an Owner or co-Owner, or

(ii) be a resident living principal, partner, managing Member or officer, of an Owner, or the resident spouse of such a person,

(iii) be not closely related by family or business to an existing Member of the Board whose term of office is not then expiring or who is also a candidate, and

(iv) not then be living in the same unit with any such person, and

(v) preferably shall have resided at Terrace Falls for at least three years.

(b) Each term of office as a Member of the Board shall be for two years.

(c) A Member of the Board may not serve for more than three consecutive terms.

Section 3.02. Section 3.03. Nominating Committee.

(a) At least 60 days before the pending election of Board Members, the Board shall appoint a Nominating Committee of three resident Owners, each of whom is known by the Board to be well-respected and unbiased, who has preferably resided continuously for at least the most recent five years at Terrace Falls, who is found by the Board to not have a close business or other significant relationship with a Member of the Board whose term of office will not expire for another year or who is a candidate for re-election, and preferably, have previously served on the Board.

(b) Nominating Committee Members may serve repeatedly.

(c) Such Nominating Committee shall nominate a list of eligible candidates for the Board, who are found by the Board to not have a close family or business relationship with a Member of the Board whose term of office will not expire for another year or who is also a candidate.

(d) The number of such candidates shall not exceed three times the number of open positions on the Board.

(e) Such nominees shall appear on the written ballot in positions determined by lot.

Section 3.03 Annual Election of Board Members.

Annually, ordinarily prior to the Annual meeting of Owners, the Owners shall, by written ballots, elect candidates to fill vacancies on the Board from among eligible candidates, who shall serve for two-year staggered terms.

Section 3.04. Other Nominations.

Other such eligible candidates may each be nominated by a least 25 Owners or Delegates by written petition to the Board, filed not later than ten days before the ballots are mailed by the Board. No such Owner or Delegate may sign more than one such petition.

Section 3.05. Election Procedure.

- (a) In an election of Board members, at least 41 valid ballots must be timely received to validate the voting.
- (b) An Owner shall cast a separate ballot for each Unit owned.
- (c) An Owner shall not cast more than one vote per open position.
- (d) The candidates with the most voting shares for the open positions will be elected.
- (e) If there is a tie between or among the candidates, it shall be resolved, if necessary, by a run-off election held in the same manner as before, unless the tie is resolved in some other manner acceptable to the candidates and the Board.

Section 3.06. Resignation.

A member of the Board may resign at any time by giving written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect upon such receipt and the acceptance of the resignation shall not be necessary.

Section 3.07. Removal.

A Member of the Board may be removed by a majority of the other Members of the Board if a majority of the other Members have found that such Member has acted unethically or is no longer qualified to serve, or, without cause, by 41 Owners voting by confidential written ballots conducted by the other members of the Board in accordance with the voting provisions of these Bylaws.

Section 3.08. Filling Vacancies on the Board.

If a vacancy occurs on the Board due to death, resignation or removal of a Board member, or the unavailability of a candidate for a vacant position on the Board, the remainder of the term or the full term, as applicable, shall be filled by appointment by the Board from among resident Owners or resident Owners' spouses, or resident Delegates, who are not related to or involved with any of the Board members as defined in Section 3.03(c).

Section 3.09. Duties and Powers of the Board.

The Board shall function as the agent of the Owners, serving in a fiduciary capacity. It shall have all the powers, duties, and responsibilities as are or may hereafter be, delegated to it by the Act, the Articles of Incorporation, and these Bylaws, including but not limited to the following:

- (a) To determine, assign and collect from the Owners their Dues for the Operating Budgets as determined under Section 6.02.
- (b) To acquire, install, operate, manage, maintain, repair and replace components of the Common Areas and Facilities, including the exterior doors and other elements of the Terrace Falls security system, which are not covered by the Reserve Program, and the keys, fobs, tools and equipment used thereon, using funds from the Operating Budget.
- (c) To collect from the Owners their Assessments for the Reserve Program as determined by the Owners under Section 6.03.
- (d) To repair, restore, and replace components of the Common Areas and Facilities which are covered by the Reserve Program, using applicable funds in the Reserve Fund.
- (e) To manage and invest the Operating Budget funds and the Reserve Program in accordance with Article VI.
- (f) To borrow money to meet an immediate need of the Operating Budget pending receipt of scheduled Dues.
- (g) To borrow money when authorized by a majority vote of the Owners, to replace a component of the Common Areas pending the receipt of Assessments made under Section 2.08.
- (h) To impose and collect reasonable fees for late payment of Dues and Assessments.
- (i) To adopt and amend the Rules and Regulations, which shall not conflict with these Bylaws, but may include, and shall not be limited to, reasonable
 - (i) Controls on the use of the private roadways included in the Common Areas and Facilities.
 - (ii) Regulation of the type, nature and extent of use (including the hours of use) of the Common Areas and Facilities.

(iii) Controls on access to the Property, including, but not limited to, controls to ensure that no environmental damage takes place to the Property by virtue of the acts of Owners or any of their employees or agents or any construction workers or delivery trucks.

(iv) Other building management and operational rules as deemed necessary for the maintenance, operation, management and control of the Property.

Any amendment, alteration or rescission of any Rule or Regulation furnished to the Owners by the Board shall be a part of the Rules and Regulations until formally incorporated therein,

(j) To impose and collect fines or penalties of up to \$50 each for violations of the Rules and Regulations if done in accordance with procedures prescribed in Utah Code 57- 8-37.

(k) To engage the services of managers, accountants, attorneys, consultants, or other professional agents, or to hire employees; to pay said persons reasonable compensation.

(l) To appoint and dissolve committees.

(m) To enter into contracts, deeds, leases, or other legal documents.

(n) To purchase, hold, sell, convey, mortgage or lease any one or more Units in the name of the Association or its designee.

(o) To obtain insurance for the Property with respect to the Units and the Common Areas and Facilities and for the Association, against such risks as are or may be customarily insured against in connection with condominium Properties similar to the Property in construction, location and use and other insurance as otherwise appropriate.

(p) To pay real estate taxes and assessments pertaining to the Common Areas and Facilities.

(q) To furnish garbage, sewage disposal, and water delivery for each Unit to the extent such services are not furnished by a governmental body or other private entity and separately metered to the Units.

(r) To provide for the security of the Common Areas.

(s) At any time at which it is found to be feasible and reasonable in cost, to utilize electronic means for communication and/or voting.

(t) To do such other acts incident to the discharge of the duties imposed on the Board under the Bylaws and the Act, and not inconsistent with the foregoing powers, as are necessary for the operation, maintenance and repair of the property, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Property.

(u) At any time at which it is found to be feasible and reasonable in cost, to utilize electronic means for communication and/or voting.

Section 3.10. Board Meetings.

(a) A regular meeting of the Board shall be held immediately after, and at the same place as the annual meeting of Owners. The Board shall meet at least once during each quarter of the fiscal year.

(b) Special Meetings of the Board may be called by or at the request of the President or any two Members of the Board, who shall fix the place and time thereof. Notice of any special meeting shall be given at least five (5) days previously thereto by written notice delivered personally, or by telegram or telephone or mailed to each Member at his residence address, unless waived. The attendance of a Member of the Board at a meeting shall constitute a waiver of notice of such meeting, except where said Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(c) At any meeting of the Board, a majority of the then existing Members of the Board shall constitute a quorum for the transaction of business, but if less than said number is present at a meeting, a majority of the Members present may adjourn the meeting from time to time without further notice. The act of the majority of the Members present at a meeting at which a quorum is present shall be the act of the Board.

(d) In any meeting of the Board, Owners may attend upon advance request, but shall, unless prohibited by law, be excused if the President calls for an Executive Session to consider any matter of a sensitive nature such as personnel issues, contract negotiations and discussions, lawsuits and other legal matters, violations of these Bylaws or the Rules and Regulations, etc. At such point all persons in attendance other than the members of the Board shall be excused and any records of the proceedings shall be kept in a confidential file available only to the Board.

Section 3.11. Records.

(a) The Board shall keep detailed, accurate records in chronological order, of its proceedings and the Association's transactions, including dues, assessments, receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred.

(b) The Records applicable to an Owner and other records that do not involve confidential matters or legal or sensitive issues shall be available for examination by the Owner upon reasonable request, at convenient hours on weekdays. The Owner may obtain copies at cost.

Section 3.12. Compensation.

Members of the Board shall serve without compensation or other benefits of a monetary nature and shall not be relieved of their obligations to pay Dues and Assessments.

Section 3.13. Settlement of Disputes

(a) The Association shall be the proper claimant in any proceeding to enforce any provision of these Bylaws following notice in accordance with Article XII. Any damages awarded to the

Association [and any Owner that proceeds in accordance with subsection (c)] shall include recovery of the costs and attorneys' fees of the prevailing party in any such proceeding.

(b) Owners shall have no right to assert that damages shall be an adequate remedy for any such non-compliance.

(c) If the Board or Association shall fail or refuse to enforce any of the terms of these Bylaws for an unreasonable period of time after being notified of a non-compliance, then any Owner shall be a proper claimant.

(d) In any unsettled dispute between two or more Owners or between one or more Owners and the Association, involving usage of a Unit or of a Common Area or facility, or the application of the Bylaws or Rules and Regulations, or concerning Owner dues, assessments or the Reserve Fund, the parties shall submit the dispute to mediation, with a mediator appointed jointly by the parties or by the Utah State Bar, and if the matter is not thus settled, then notwithstanding any other provision of these Bylaws, the dispute shall not be submitted to any court, but, at the request of either party, shall be submitted to arbitration before a single arbitrator in accordance with Title 78B, Chapter 11, Utah Uniform Arbitration Act, with the fees and expenses of the arbitrator to be paid by the losing party, as identified by the arbitrator.

Section 3.14. Liability.

Members of the Board and any assistants, agents, and employees of the Association shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence; shall have no personal contract liability under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such; and shall have no personal liability arising out of the use, misuse, or condition of the property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such unless done willfully or in bad faith.

Section 3.15. Indemnification.

The Owners shall indemnify and hold harmless, any Member of the Board or assistant, agent or employee of the Association, or his heirs or personal representatives, from and against all personal liability and expenses including counsel fees, or arising out of or in settlement of any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by any one or more Owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he acted in such position, unless such liability or expense is attributable to his willful misconduct or bad faith.

Section 3.16. Limitations of Management Agreements.

The Board's delegation to a manager or managing company of powers, duties, and responsibilities shall not include the final determination of the Operating Budget, the making of Rules and Regulations, the opening of bank accounts, the purchase, sale, mortgage or lease of

Units in the name of the Association, or any matter involving the Reserve Program. Any such management contract shall have a term of not to exceed one year with an option of the Association to renew for three (3) consecutive one year terms and shall be terminable without cause upon thirty (30) days' prior written notice.

ARTICLE IV
OFFICERS

Section 4.01. Designation of Officers; Appointment.

The officers of the Board shall be a President, First Vice President, Second Vice President, Secretary, and Treasurer, as elected by the Board, to serve during the pleasure of the Board. The Board may appoint such other assistant officers as the Board may deem necessary. An officer must be a Member of the Board. The offices of President and Secretary may not be held by the same person. No officer shall receive compensation for serving as such. An officer may hold an office for as many terms as the Board may determine. The Board may, in its discretion, require that officers and other employees of the Association be covered by fidelity bonds coverage, at the Association's expense. The resignation of any officer shall be in writing directed to the Board which shall act promptly thereon.

Section 4.02. President.

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

Section 4.03. First Vice President.

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

Section 4.04. Second Vice President.

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

Section 4.05. The Secretary.

The Secretary shall keep minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Board.

In the absence or inability of the President and Vice President, the Secretary shall perform the functions of the President, and the Secretary shall perform such additional acts which the Board may prescribe. If the Board so approves, the Secretary may Delegate the daily functions of the Secretary to a Manager.

Section 4.06. The Treasurer.

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

ARTICLE V
ASSISTANTS TO THE BOARD; COMMITTEES

The Board may designate one or more residents at Terrace Falls who are Owners or co-Owners (including partners in or members of Owners which are limited liability companies, or trustees of trusts or executors of estates who are also substantial beneficiaries thereof, which partnerships, companies, trusts or estates are Owners, or who are stockholders of an incorporated Owner) as Assistants to the Board or to serve on Committees.

- (a) Committees may be ad hoc or standing.
- (b) If the Board forms a standing Committee, a Member of the Board shall be its chair and the Committee shall have at least two other persons on it all of whom are described in this Article as eligible to serve.
- (c) Any such Assistant or Committee shall have the powers and duties set forth in their written appointments and may exercise them for the period of time stated therein, but they may be released at any time, at will, by the Board.
- (d) All such appointees shall serve without compensation or other benefits of a monetary nature and shall not be relieved of their obligations to pay Dues and Assessments.
- (e) Such appointees shall keep regular records of their proceedings and operations and shall report the same to the Board when required.

ARTICLE VI
FINANCING THE COMMON AREAS

Section 6.01. Responsibility of Owners.

Each of the Units (and their Owners) shall be subject to Dues and Assessments in amounts to be determined herein, in shares which shall be based on the Units' Undivided Interest Percentages.

Section 6.02. The Annual Operating Budget.

(a) In preparation for its annual Operating Annual Budget Meeting referred to in Section 2.07, the Board shall prepare an Operating Budget to provide for the regular, recurring, ordinary and necessary direct and indirect costs (including the Board's overhead) projected in accordance with generally accepted accounting principles applied on a consistent basis, but in its sole judgment, of operating, repairing, maintaining and replacing those components of the Common Areas and Facilities which are not covered by the Reserve Fund provided under Section 7.03, for the fiscal year in question.

(b) Such costs shall cover all expenses incurred by the Board in its performance of its responsibilities and functions, whether done in whole or in part by the Board, its employees or by independent contractors.

(c) The Operating Budget may include, among other things, the costs of management, fire, casualty, flood, fidelity, public liability and other insurance or bond premiums, Common Area and exterior lighting, landscaping, and the care of the grounds, repairs and renovations to Common Areas and Facilities, and other services which are not separately billed or metered to the individual Units, legal and accounting fees, management fees payable to third parties, expenses and liabilities incurred by the Board, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency account and all other reasonable costs and expenses relating to the Common Areas and Facilities.

(d) The Board may include in the Operating Budget any unpaid liabilities or expenses which accrued or became payable in the previous year.

(e) Prepaid expenses shall be allocated to the fiscal period in which the prepaid expenses are applied.

(f) Every such determination and expenditure by the Board within the bounds of the Act and these provisions shall be final and conclusive as necessarily and properly made.

(g) Every such determination and expenditure by the Board within the bounds of the Act and these provisions shall be final and conclusive as necessarily and properly made.

(h) In its notice to the Owners of such meeting the Board shall include

(i) A detailed accounting of the costs for maintenance and upkeep of Common Areas and Facilities for the fiscal year to date, itemizing receipts and disbursements.

(ii) A proposed Operating Budget containing itemization of estimated expenses for maintenance, upkeep and repairs of components and facilities of the Common Areas for the following fiscal year and

- (iii) The Owners' tentative respective proportionate shares of such Budget determined in accordance with Section 7.04.
- (i) In such meeting the Owners may question, discuss and comment on, the proposed Operating Budget, but may not vote on it or any part of it, unless the proposed Operating Budget is larger than the lesser of
 - (i) 110% of the last year's Operating Budget, or
 - (ii) 133% of the Operating Budget of 10 years earlier.
- (j) Within 10 days after such Operating Budget Meeting the final Operating Budget for the next fiscal year shall be mailed or delivered to the Owners together with a statement of their respective Dues to be paid on the first day of each month in such fiscal year.
- (k) If the Board fails to prepare an Operating Budget for the current fiscal year, the most recent Operating Budget shall control, and Dues shall be paid on that basis.
- (l) If any Dues are determined by the Board to have been materially excessive or deficient based on actual costs, then
 - (i) The amount of any such excess shall be credited against the Owners' future Dues, and
 - (ii) The amount of any such deficiency shall be ratably charged and collected in the remaining installments for the fiscal year.
- (m) The Board may invest on a short-term basis, money in the Operating Budget not currently needed. The Board shall prepare an Operating Budget annually, shall report it to the Owners in the annual meeting referred to in Section 2.07 and shall finally assign Dues to the Owners, in shares determined under Section 6.04, for monthly payment in advance to provide for the regular, recurring, ordinary and necessary costs of operating, repairing, maintaining and replacing those components of the Common Areas and Facilities which are not covered by the Reserve Fund provided under Section 7.03, for the fiscal year in question.
- (n) If the Board fails to prepare an Operating Budget for the current fiscal year, the most recent Operating Budget shall control, and Dues shall be paid on that basis.

Section 6.03. The Reserve Fund.

The Association shall maintain, analyze, review and update the Reserve Fund in accordance with the Act. It is accumulated by self-Assessments of the Owners determined by a majority vote in accordance with Section 2.06 and paid in shares determined under Section 6.04.

- (a) The purpose of the Reserve Fund is for payment for the repair, restoration or replacement, or improvement of the components of the Common Areas and Facilities which the Board has determined, or shall determine upon acquisition, in its sole judgment, to have

expected lives in excess of three years and which could not reasonably be funded from the Operating Budget.

(b) In no greater than six-year intervals, the Board shall conduct a "reserve analysis," as the term is used in the Act, of its Reserve Fund and the included components of the Common Areas.

(c) At each midpoint between such analyses the Board shall review the most recent such analysis and update it if it finds such to be necessary.

(d) In each such analysis there shall be reviewed, determined or re-determined

(i) the estimated useful life of each such component,

(ii) the estimated replacement cost of each such component at its end of life,

(iii) the Assessments for the current fiscal year, as made hereunder and as received to date,

(iv) the respective allocations of the total annual Assessments among the components,

(v) the current value of the Reserve Fund, and

(vi) the estimated replacement cost of each such component

(e) Assessments shall be made for that period of years equal to the estimated life of the longest-lived component, which decreases over such period as shorter-lived components are fully funded or which increases as additional components are added to the Assessment.

(f) In such analyses and reviews, or more frequently if it is deemed to be necessary, the Board shall determine whether any changes should be made

(i) in the lengths of the funding periods of existing Assessments and

(ii) in the amount of the monthly Assessment.

(g) And shall present its recommendations, if any, to the Owners at the annual Reserve Program meeting referred to in Section 2.8.

(h) In such meeting, the Board shall present to and provide to the Owners the Reserve Program, as most recently prepared or updated, shall report on the current condition of the Reserve Fund, showing additions from Assessments in the preceding fiscal year, any expenditures thereof for replacement of Common Area components covered by the Fund, investment experience of the Fund, etc., and shall make any necessary proposals for new Assessments for funding future replacements of components newly acquired or for otherwise augmenting or reducing the Reserve Fund for immediate, earlier or later than projected replacement of covered Common Area components or facilities.

(i) The Owners may then discuss any such proposal, and, notwithstanding Section 2.06 and regardless of the number of Owners or their Delegates present, may vote on whether to have a vote in accordance with Section 2.06 to approve, modify or reject it.

(j) Without any such proposal, the Owners may discuss reserves, and, notwithstanding Section 2.06 and regardless of the number of Owners or their Delegates present, may vote on whether to have a vote in accordance with Section 2.06 on whether to self-impose a new assessment, increase or decrease an existing assessment, or spend money in the Reserve Fund for a purpose not previously intended.

(k) The decision as to whether such a component is no longer reasonably functional or can no longer be economically operated, or is unsafe, and therefore should be replaced, shall be made exclusively by the Board.

(l) The Board, or a professional investment manager employed by the Board, shall prudently invest the Reserve Fund pending its use.

(m) The Board shall not use money in the Reserve Fund

(i) for daily maintenance expenses, unless a majority of the Members of the Association vote to approve the use of reserve fund money for that purpose, or

(ii) for any purpose other than the purpose for which the Reserve Fund was established.

(n) Such a component, even though having been found by the Board to be reasonably functional and able to continue to be economically and safely operated, may nevertheless be replaced if it is determined by the Owners of a majority of all the voting shares to be, unsightly, dated or not of the desired quality.

(o) If a decision is made

(i) by the Board to replace a component under subsection (k), or

(ii) by the Owners to replace a component under subsection (n)

before its replacement reserve has been fully collected, the amount by which its cost exceeds the reserve amount shall be collected by a special lump sum Assessment of the Owners in shares determined under Section 6.04, unless the Owners vote to use funds reserved for other components and either to replace such difference by an Assessment for payments to be made over a period of years.

(p) The Reserve Fund shall be maintained separately from other financial accounts, deposits and investments of the Association.

Section 6.04. Collection of Dues and Assessments.

The Dues or Assessments payable with respect to each Unit in and for each fiscal year or for a portion of a year shall be payable in twelve equal monthly installments in advance, due on or before the first day of the month, or in such payments and installments as shall be otherwise determined under Section 7.03.

Section 6.05. Personal Obligation and Lien.

Unpaid Dues and Assessments, attorney's fees, collection costs, related expenses and all other obligations of an Owner to the Association shall constitute a charge on and a continuing lien upon and run with and attach to the Unit or Units of the Owner, effective upon recordation of notice as provided in the Act. Each such charge shall also be the personal obligation of the Owner at the time when the amount has become delinquent, but such personal obligation of the Owner shall not be deemed to limit or discharge the continuing lien upon the Unit. Such lien shall have priority over all later liens, encumbrances and claims, recorded or unrecorded except taxes and any special governmental assessments and liens.

Section 6.06. Enforcement.

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

(i) to proceed against the Owner for the unpaid Dues, Assessments and costs, or

(ii) to foreclose the lien against the Unit by power of sale or foreclosure applicable to deeds of trust or mortgages, or in accordance with the then prevailing Utah law relating to the foreclosure of realty mortgages (including any right to recover any deficiency).

(b) Upon foreclosure, the Owner in possession shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security.

(c) In the event of the Owner's failure to pay such costs on demand, the costs of remedying the non-compliance together with interest thereon as prescribed by the Board together with costs of collection, including reasonable attorneys' fees, shall be a lien upon the Unit and collectible in accordance with the provisions of Section 3.13 and Article V hereof. The remedies above set forth for the Board are not exclusive and the Board may seek other remedies.

(d) Such lien for nonpayment of Assessment may be enforced by sale by the Board or by a bank or trust company or title insurance company authorized by the Board, such sale to be

conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law.

- (e) In any foreclosure or sale, the Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

Section 6.07. Rental of Unit.

An Owner who rents or leases his Unit remains personally liable to pay the Dues, Assessments and the fees for late payment applicable to the rental period, directly to the Association.

Section 6.08. Release of Lien.

Upon payment or other satisfaction of delinquent Dues and Assessments concerning which a notice has been recorded, the Board shall cause to be recorded in the same manner as the notice a further notice stating the satisfaction and release of the lien for the delinquency.

Section 6.09. Effect on Mortgages and Deeds of Trust.

The liens provided for under this Article for each Unit shall be junior and subordinate to the first priority lien of any institutional lender's realty mortgage or deed of trust against the Unit, and foreclosure of the liens provided for under Section 7.06 shall not affect or impair the first priority lien of any such institutional realty mortgage or deed of trust; and, further, if the institutional lender has a second mortgage or deed of trust lien on the same Unit as its first lien, the lien provided in this Article VI shall also be subordinate to and shall not impair the second priority lien. To the extent sufficient funds are not generated upon an institutional lender's mortgage or deed of trust foreclosure to satisfy the liens provided for herein, said lien shall be deemed fully satisfied and the amount thereof not collected shall be assessed to the Owners. Nevertheless, the Unit and the Owners shall be subject to and liable for, respectively, all assessments delinquent and costs incurred (relating to the Unit and chargeable against it) after the date of the foreclosure sale.

Section 6.10. Certificate of Indebtedness.

A certificate executed and acknowledged by the Board stating the unpaid Dues, Assessments and expenses then outstanding with respect to a Unit shall be conclusive as to the Board and the Owners as to the amount of such indebtedness on the date of the certificate in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any encumbrancee or prospective Owner or encumbrancee of a Unit upon request at a reasonable fee, not to exceed \$25.00. Unless the request for a certificate of indebtedness shall be complied with within 10 days, all unpaid common expenses which became due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrancee with a security interest in a Unit may pay any unpaid Dues and Assessments applicable to such Unit and upon such payment such encumbrancee shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

Section 6.11. Reassessment.

In all cases where all or part of any Dues, Assessments or any expenses of and advances by the Board cannot be promptly collected from the persons or entities liable therefore under the Act or these Bylaws, the Board shall enter the same on the Operating Budget as an additional expense, without prejudice to its rights of collection against such persons or entities.

ARTICLE VII
USE PROVISIONS

Section 7.01. Ownership and Use of Units.

- (a) Units may be owned by individual natural persons, singly or as joint tenants or tenants in common, or by corporations, partnerships, limited liability companies, trusts, estates or associations.
- (b) Each Owner shall have and enjoy the rights and privileges of fee simple ownership of his or its Unit, as provided and limited herein.
- (c) Units shall be occupied solely for residential use.
- (d) A Unit shall be occupied only by
 - (i) a single Owner of the Unit who is a natural person (regardless of his or her sexual orientation or gender identity) and/or his or her Relatives,
 - (ii) two legally married persons or two adults who will live together as domestic partners or in a similar relationship (regardless of their sexual orientation or gender identity), who are Owners of such Unit under a joint tenancy with right of survivorship, or who are the primary beneficiaries of a trust, or one of them who has the sole right of occupancy under a marital agreement or under a judgment of legal separation, and/or their Relatives, as applicable,
 - (iii) one member of a group of persons who are not Relatives of each other and are the Co-Owners of the Unit under a tenancy in common, as designated in writing by owners of a majority interest in such Unit, and that designated person's Relatives,
 - (iv) one designated occupant who is a partner in or member of a partnership or limited liability company which is the Owner of such Unit, as designated in writing by such Owner, and that designated occupant's Relatives,
 - (v) one designated occupant who is a shareholder in, or in a position of authority in, a corporation which is the Owner of such Unit (or in a corporation which controls, is controlled by or is under control with, said , or
 - (vi) Renters or lessees who are described in subsection (e), or
 - (vii) Guests who are described in subsection (h).
- (e) Owners may lease or rent their Units with their appurtenant rights only to

- (i) A single natural person (regardless of his or her sexual orientation or gender identity) with his or her Relatives, or
 - (ii) Two legally married persons (or two adults who will live together as domestic partners or in a similar relationship (regardless of their sexual orientation or gender identity) with their Relatives.
- (f) Only an entire Unit with a parking stall and storage locker may be leased or rented.
- (g) A Unit may not be leased or rented for a period of less than 30 days.
- (h) A Unit may be only be occupied in the absence of the Owner or tenant, for a single period of more than three days, by a non-paying guest or guests of an Owner, or of a tenant, who is or are
- (i) a single natural person (regardless of his or her sexual orientation or gender identity) with his or her Relatives, or
 - (ii) two legally married persons (or two adults who will live together as domestic partners or in a similar relationship (regardless of their sexual orientation or gender identity) with their Relatives.
- (i) A compensated, or volunteer, physician-prescribed caregiver for a disabled patient may reside indefinitely in a Unit with the patient.
- (j) No professional or other personal service activity for compensation that involves the attendance of clients or other non-residents on the Property shall occur without the advance written permission of the Board.
- (k) There shall be no time sharing of a Unit (meaning the occupancy of a Unit which circulates among various persons during recurring periods of time).
- (l) No Owner, by deed, plat or otherwise, shall subdivide or otherwise separate his or its Unit into physical parcels smaller than the whole Unit or lease or rent a portion of a Unit.
- (m) Owners, their tenants, guests and other occupants or users of the Property, shall be subject to the Act, these Bylaws and the Rules and Regulations.

Section 7.02. Alterations.

Any changes to the structure boundary arrangement of Units shall comply with the applicable building and zoning ordinances of Salt Lake City and the Court Stipulation Order as it applies to the Property. No such change may increase the present number of 80 residential Units.

Section 7.03. Utility Service.

No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be approved by the Board and shall be consistent with the restrictions in the Court Stipulation Order, for location of utilities

entering the building and placement of materials on the roofs such as television antennas and other receiving devices.

Section 7.04. Uninsurable and Unlawful Actions.

Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the building, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law, ordinance or regulation of any governmental authority.

Section 7.05. Destruction of the Property.

In the event of destruction or damage by fire or other disaster of part or all of the Property, the following procedures shall apply:

(a) Immediately following any such casualty, the Board or its designee shall obtain three (3) written bid estimates from licensed contractors for the costs of repair and restoration to the Improvements. The lowest written bid shall be utilized as the basis for the repairs or elections provided for in this section.

(b) Any reconstruction or repair which is required to be carried out by this Section shall be accomplished at the instance and direction of the Board.

(c) If a determination is required regarding the extent of damage to or destruction of Property, the Board shall select three MAI appraisers who shall independently arrive at a figure representing the percentage of Property improvements which have been destroyed or substantially damaged and the average of the two closest appraisal figures shall control.

(d) If proceeds of the insurance maintained by the Board are alone sufficient to repair or reconstruct the damaged or destroyed Improvement, such repair or reconstruction shall be carried out under subsection (c).

(e) If less than 75% of the Property's Improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Board are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and the Unit shall be assessed for any deficiency.

(f) If 75% or more of the building is destroyed or substantially damaged, and if proceeds of the insurance maintained by the Board are not sufficient to accomplish restoration, the Board shall immediately notify the Owners and shall deliver to them copies of the three written bids and call for the return of their vote to repair or reconstruct, and if the Owners within 100 days after the destruction or damage by a vote of the majority of the Owners elect to repair or reconstruct the affected components, restoration shall be accomplished in the manner directed under subsection (a) above.

(g) If 75% or more of the building is destroyed or substantially damaged, and if proceeds of the insurance maintained by the Board are insufficient to accomplish restoration, and if Owners do not within 100 days after the destruction or damage by a vote of the majority of the Owners, elect to repair or reconstruct the affected Improvements, the Board shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsection (1) through (4) of Title 57-8-31, Utah Code Annotated, as amended from time to time, shall apply and shall govern the rights of all parties having an interest in the Property or any of the Units.

Section 7.06. Improvements and Alterations by Owner.

Prior to commencing the alteration or change to any Unit the Owner, or a designated committee appointed to perform its architectural review function, shall furnish to the Board satisfactory evidence that the proposed construction, alteration or change will not in any way alter or impair the soundness, safety, appearance of, or access to, the structure or a Common Area or facility or of any other Unit. The Owner shall not commence such construction, alteration or change until the Owner shall have obtained the approval of the plans and specifications from the Board. The Board shall act upon the plans and specifications within thirty (30) days from the date of receipt thereof. The Board shall have the right to disapprove the plans or specifications if they are non-conforming under the foregoing requirements. The plans and specifications shall be deemed approved if no action has been taken by the Board with respect thereto within said thirty (30) day period. If the Board disapproves the plans or specifications, the Board shall specify its objections in writing and thereafter the Owner may submit new or modified plans and specifications, whereupon the foregoing procedure shall be repeated. Upon obtaining the Board's approval, the Owner shall expeditiously carry out the construction, alteration, repair or change substantially in accordance with the plans and specifications as they are approved, shall pay for any damage to a Common Area in such construction and shall leave the affected area neat and clean.

Section 7.07. Repair and Storage of Trailers and Motor Vehicles on Property Site.

Except with the approval of the Board or except in compliance with the Rules and Regulations, no car, boat, truck, mobile home, snowmobile, trailer, camper, recreational vehicle, or similar thing of any kind shall be kept, placed, maintained, constructed, reconstructed or repaired, upon any portion of the Property. No vehicle that is not operative or not being used on a regular basis may be parked on any portion of the Property for a period in excess of 5 days. All functioning vehicles shall be kept and parked only in parking stalls. Any Owner vehicle placed or parked in a guest parking space or elsewhere on the Property in violation of this Section may be towed away by the Board at the expense of its Owner.

Section 7.08. Repair of Improvements.

The interior of all Units shall at all times be maintained in good repair, and adequately painted or otherwise finished. In the event of damage or destruction to all or any portion of the interior of a Unit, from any cause whatsoever except as provided in Section 7.06, the Owner shall promptly cause the same to be repaired, reconstructed or restored to its condition prior to such damage or destruction.

Section 7.09. Right of Entry.

Authorized representatives of the Board are authorized to enter any Unit upon reasonable notice to the Owner for the purposes of maintenance and repair of General or Limited Common Areas; provided, however, no notice shall be required prior to entry to correct an emergency situation endangering the Property, any General or Limited Common Area or any other Unit.

Section 7.10. Right of Inspection.

During reasonable hours, and after notice (except in the event of an emergency), the Board's authorized representatives, and any lender providing financing for the Property, shall have the right to enter upon and inspect any portion of the Property for the purpose of ascertaining whether the provisions of this Bylaws have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 7.11. Machinery and Equipment.

Except for normal household equipment, no machinery or equipment of any kind shall be placed, operated or maintained in any Unit except when it is being operated or used in connection with the construction of improvements.

Section 7.12. Variances.

The Board shall have the power, but not the duty, to grant variances from the requirements of these restrictions or the Rules and Regulations, provided however, that all necessary permits or variances, if any, must first be obtained from any governmental agency having jurisdiction thereof.

ARTICLE VIII
TAXES

Under the Act each Unit, together with its Undivided Interest Percentage in the Common Areas and Facilities in the Property, is deemed a parcel and subject to separate assessment and taxation by each assessing entity and special district for all types of taxes authorized by law. Each Owner shall, accordingly, pay and discharge any and all taxes which may be assessed against his Unit. All taxes, assessments and charges which may become liens shall relate only to the individual Unit against which they are assessed.

ARTICLE IX
INSURANCE

Section 9.01. General.

(a) The Association shall maintain, to the extent reasonably available, using typical insurance carriers and markets,

(i) Property insurance on the physical structures in the Property, including the Common Areas and Facilities and the Units, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and

(ii) Liability insurance, including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas and Facilities.

(b) If the Association becomes aware that property insurance or liability insurance is not reasonably available, the Association shall, within 7 calendar days after becoming aware, give all Owners notice that the insurance is not reasonably available.

Section 9.02. Hazard Insurance.

A multi-peril type policy shall be maintained by the Association covering the entire Condominium Property (both Units and Common Areas and Facilities), including, without limitation, all fixtures, machinery, equipment and supplies maintained for the service of the Property, and all fixtures, improvements, alterations, equipment and betterments within the individual Units and the Common Areas and Facilities, including, without limitation, those installed by any Owner. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage blanket "all risk" endorsement and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium Properties similar to the Property in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than 100% of the full insurable value of the Property (based upon replacement cost). Deductibles shall not exceed the lower of \$10,000 or one percent of the applicable amount of coverage. At the option of the Association, funds for such deductibles may be included in the Association's reserves and, if included, shall be so designated. Such policy shall include an "Agreed Amount Endorsement" or its equivalent, and, if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent. Such policy shall include coverage for any fixture, improvement, or betterment installed by an Owner to a Unit or to a Limited Common Area, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a Unit or to a Limited Common Area. Each Owner shall be an insured person under the policy of property insurance.

Section 9.03. Flood Insurance.

If the Property is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development (HUD) or the Director of the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area, the Association shall obtain and pay the premiums upon, as a

common expense, a "master" or "blanket" policy of flood insurance on the Buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, but not less than the following: The lesser of: (a) the maximum coverage available under the NFIP for all Buildings and other insurable property within the Property to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) 100% of "current replacement cost" of all such Buildings and other insurable property within such area. Such policy shall be in a form that meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator. At the option of the Association, funds for any deductibles may be included in the Association's reserves, and, if included, shall be so designated.

Section 9.04. Additional Coverage.

The provisions of these Bylaws shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereby, in such amounts and in such forms as the Association may deem appropriate from time to time.

Section 9.05. Review of Insurance.

The Board shall review annually the coverage and policy limits of all insurance on the Property and adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Property by a representative of the insurance carrier or carriers providing the policy or policies on the Property, or by such other qualified appraisers as the Association may select.

Section 9.06. Notices.

All notices, demands, or consents required or permitted under these Bylaws shall be in writing and shall be delivered personally or sent to the appropriate party at the address maintained on file with the Association, by regular mail, registered mail, certified mail, return receipt requested, by a reputable overnight courier service, or by electronic means including text message, email, or by website of the Association, provided that an Owner may by written demand require the Association to provide any such notice to the Owner by mail.

Section 9.07. Additional Provisions.

Any Owner may obtain additional insurance at his or its own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Association. Any Owner who individually obtains insurance covering any portion of the Property shall supply the Board with a copy of his policy within thirty (30) days after acquisition thereof.

ARTICLE X
MORTGAGE PROTECTION

Section 10.01. Notification to Mortgagees.

From and after the time a Mortgagee makes a written request to the Board thereof, the Board shall notify such Mortgagee in writing in the event that the Owner of the Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under these Bylaws.

Section 10.02. Mortgagee's Rights and Obligations.

The lien or claim against a Unit for unpaid Dues, Assessments or charges levied by the Board pursuant to these Bylaws or the Act shall be subordinate to the Mortgage affecting such Unit, and the Mortgagee thereunder which comes into possession of the Unit shall take the same free of such lien or claim for unpaid assessments or charges which have accrued prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Units including the Unit in which the Mortgagee is interested), but such Mortgagee shall be liable for Dues, Assessments and charges which are imposed after any such foreclosure, sale or assignment.

Section 10.03. Protection of Mortgagee's Interests.

Unless all of the Mortgagees of the individual Units have given their prior written approval, neither the Board nor the Owners shall be entitled, by act, omission, or otherwise,

- (a) to abandon or terminate the Property or to abandon or to abandon or terminate the arrangement which is established by these Bylaws and the Survey in the event of certain destruction or damage, Map (except as provided in Section 8.06 and in Article XII,
- (b) to partition or subdivide any Unit,
- (c) to abandon, partition, subdivide, encumber, sell or transfer all or any part of the Common Areas and Facilities (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas and except as provided in Section 7 .06 hereof in the event of certain destruction or damage) ,
- (d) to use hazard insurance proceeds resulting from damage to any part of the Property (whether to Units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided in Section 7.06 hereto in the event of certain destruction or damage,
- (e) to change the pro rata interests or obligations of any Unit which apply for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnations awards and for (b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities,
- (f) to alter the provisions hereof in such a way as to diminish the protections afforded to the Owners regarding the agreements for managerial services, or

- (g) to alter the provisions of this Article X hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

Section 10.04. Examination of Books and Records.

Any Mortgagee shall have the right, at his request and expense and upon reasonable notice, to examine such books and records of the Board, or of the Property as are applicable to its interests. Any Mortgagee shall have the right to designate a representative to attend all meetings of the Owners. From and after the time a Mortgagee makes written request to the Board therefore, the Board shall submit to the Mortgagee copies of such annual operating reports and other reports or writing summarizing or reflecting the financial position or history of the Property as may be prepared for distribution to or use by the Board, the Association, or the Owners and shall give the Mortgagee written notice of all meetings of the Owners.

Section 10.05. Notices of Loss or Damages.

The Board shall notify each first Mortgagee in writing in the event that there occurs any substantial damage or loss to, or any taking or anticipated condemnation of (a) the Common Areas and Facilities or any part thereof, of (b) the Unit covered by the Mortgage of said First Mortgagee. Said notice shall be given within ten (10) days after the Board learns of such damage, loss, taking or anticipated condemnation.

ARTICLE XI
EMINENT DOMAIN

In the event that eminent domain proceedings are commenced against the Property or any portion thereof, the provisions of Title 57-8-32.5, Utah Code Annotated as amended from time to time, shall apply. The Board shall give written notice of such proceedings to all Mortgagees and owners of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

ARTICLE XII
NOTICES, WAIVER OF NOTICE

- (a) Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered upon being deposited in the United States mails, postage prepaid. Notice to Owners shall be addressed to each Owner at the address given by such Owner to the Board for the purpose of service of such notice or to the Unit of such Owner if no such address is given to the Board. Such address may be changed from time to time by notice in writing to the Board. Notice to the Board shall be addressed to its President.
- (b) Any Owner may at any time waive any notice required to be given under these Bylaws, or by statute or otherwise. The presence of an Owner in person at any meeting of Owners shall constitute a waiver.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. Severability.

Any determination by any court or arbitrator of competent jurisdiction that any term of these Bylaws is invalid, illegal, or unenforceable shall not affect the validity, legality or enforceability of the remaining provision of these Bylaws and the same shall remain in full force and effect.

Section 13.02. Amendment.

(a) These Bylaws may be amended from time to time by recording in the office of the County Recorder of Salt Lake County, Utah, an instrument in writing reciting the amendment and its adoption by a majority of the Owners' total voting shares, and signed by three Officers (with signatures properly acknowledged) which amendment shall be effective upon its recordation.

(b) Any of the Rules and Regulations may, upon petition signed by at least 25 Owners, be amended or repealed by a majority of the total voting shares.

Section 13.03. Term.

The term of these Bylaws shall run with and bind the Property for a term of 50 years from December 13, 1985, after which time they shall be automatically extended for successive periods of 10 years unless terminated by a document signed by Owners representing not less than 41 Units, which document shall be deemed of no force or effect unless recorded within a 6 month period prior to the expiration of the initial term or within a 6 month period prior to the expiration of any successive (10 year term as applicable).

Section 13.04. Laws.

Any present or future provisions of the Utah Code, the Laws of the United States and the Salt Lake City Ordinances that grant rights to or impose duties or obligations upon this Association, its Unit Owners, their potential buyers, tenants or guests, are incorporated herein and made a part hereof, or upon future enactment, shall be automatically incorporated herein and made a part hereof, and, in either case, to the extent , if any, inconsistent with any provision herein, shall supersede the same.

Section 13.05 Gender and Number.

Whenever the context of these Bylaws so requires, words used in the masculine gender shall include the feminine and neuter genders, words used in the neuter gender shall include the masculine and feminine genders, words used in the singular shall include the plural and words used in the plural shall include the singular.

Section 13.06. Captions, Titles and Headings.

All captions, titles and headings in these Bylaws are for the purpose of reference and convenience only, do not limit, modify or otherwise affect any of the provisions hereof, and shall not be used in determining the intent or context of the terms of these Bylaws.

Section 13.07. Waivers.

No provision contained in these Bylaws shall be waived by reason of any failure or failures to enforce it.

Section 13.08. Remedies Cumulative.

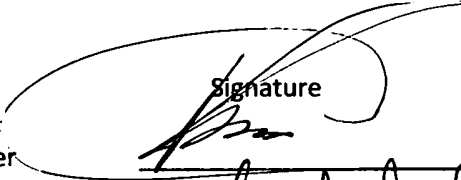
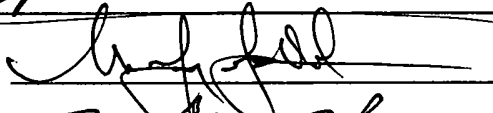

Each remedy provided by these Bylaws is cumulative and non-exclusive.

Section 13.09. Effective Date.

. The effective date of this 2013 Declaration, Covenants, Conditions, Restrictions and Bylaws will be the date on which it is recorded in the records of the Salt Lake County, Utah Recorder.

IN WITNESS WHEREOF, the undersigned Officers certify that these Amended Bylaws have been adopted by a majority vote of its Owners.

Executed on April 10, 2013

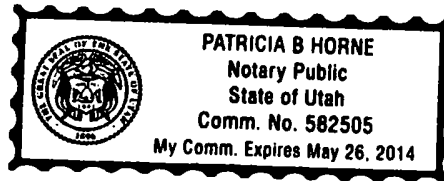
Title	Name Printed	Signature
President	Kreg H. Calder	
Vice President	M. Greg Gollaher	
Secretary	Carolyn Chapman	

State of Utah
COUNTY of Salt Lake

On April 10, 2013, Kreg H. Calder, M. Greg Gollaher and Carolyn Chapman, known to me to be the persons whose names are subscribed above, personally appeared before me and acknowledged to me that they executed the same in the capacity of Officers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date set forth in this certificate.

s/ Patricia B Horne Notary Public in and for said County and State (SEAL)



APPENDIX 1. DEFINITIONS

1. "Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Ann. Title 57-8-1 et seq. as amended from time to time.
2. "Assessment" for an Owner's Unit shall mean an amount equal to the Undivided Interest Percentage of that Unit multiplied by the annual Reserve Fund Assessment for such year, or portion of year, as applicable. Assessments are payable in lump sums or in monthly installments, as specified.
3. "Association" shall mean the Terrace Falls Condominium Owners' Association described in Article I hereof.
4. "Board" shall mean and refer to the Board of the Association. The Board is the same entity as the Board of Directors described and appointed in the Articles of Incorporation of the Association filed with the Utah Secretary of State May 24, 1983 and as the Management Committee referred to in the Utah Condominium Code.
5. "Common Areas and Facilities" shall mean and refer to the following, whether located within the bounds of a Unit or not:
 - (a) Those Common Areas and Facilities specifically set forth and designated as such on the "Survey Map (Appendix)" including, without limitation, Unit 221 which is hereby reserved as a perpetual Common Area and Facility for use as a manager's office ("Office Unit"). The Office Unit shall not be used as or for a dwelling Unit, since the Office Unit is not a legal dwelling Unit under the condominium approvals for the Property.
 - (b) All foundations, columns, girders, beams, supports, perimeter walls, roofs, halls, corridors, janitors' rooms, garden storage, work and shop area, vestibules, lobbies, stairs, stairways, fire escapes and entrances and exits of the building or buildings comprising the Property. The yards, gardens, exercise room, library, game room, social room, common area kitchen, storage areas, public restrooms, atrium, rock-scape, decorative pools with pumps, electrical controls, whirlpool, saunas, swimming pool, sundeck, covered and non-covered guest parking and manager's office as shown on the Survey Map.
 - (c) All installations for the furnishing of central services, such as power, light, gas, hot and cold water, fire sprinkling system, heating, refrigeration, air conditioning, security system, TV antenna and distribution system, waste chutes and compactors, and control equipment pertaining to these facilities. The elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use.
 - (d) All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use.
 - (e) All parts of the Property not specifically included within the respective Units.
6. "Condominium" shall mean and refer to the ownership of a single air space designated on the "Survey Map, which is capable of being legally transferred and conveyed together with one or two

numbered and owned parking stalls, an owned and numbered storage locker and an Undivided Interest Percentage in the Common Area and Facilities of the Property.

7. "Court Stipulation Order" shall mean that certain Court Stipulation Order dated June 23, 1981 in Civil Case No. C79-0965, Third Judicial District Court of Salt Lake County, State of Utah, a copy of which filed in the archives of the Association. This stipulation is hereby incorporated by reference as a part of these Bylaws. The Owners are subject to its provisions as successors-in-interest.

8. "Dues" shall mean an amount equal to the Undivided Interest Percentage of that multiplied by the annual Operating Budget for such year, or portion of year, as applicable. Dues are payable in monthly installments.

9. "Mortgage" shall mean and include both a mortgage on any unit and/or a deed of trust on any Unit. "Mortgagee" shall mean and include both the mortgagee under a first mortgage on any Unit and/or the beneficiary under a first deed of trust on any Unit and, in the case of an institutional mortgagee which holds the first mortgage on a Unit, the word "Mortgagee" shall also mean and include the mortgagee under a second mortgage on any Unit, but only so long as the mortgagee on the first and second mortgage on any Unit are the same institutional lender.

10. "Owner" shall mean and refer to the legal owner of a Unit together with its Undivided Interest Percentage in the Common Areas and Facilities.

11. "Property" shall include the land as described in Appendix 2 and all buildings, improvements and appurtenances now or hereafter located thereon or belonging thereto.

12. "Relatives" shall consist only of the ancestors, descendants (including adopted persons, foster children and children under legal guardianship), or other blood relatives (and the spouses or partners of any such persons) of a single live person, or of either of a legally married couple, or of two adults who are parties to, and living together as, a legally recognized domestic partnership or similar relationship.

13. "Reserve Program" shall mean the Association's program for analyzing, reviewing, and updating its common areas and facilities, funding for the repair, restoration and replacement thereof, and the administration thereof, including the investment of such funds.

14. "Survey Map" shall mean the Record of Survey Map as filed with Salt Lake County Recorder on December 13, 1985 as Entry No.4176098 in Book 85-12 of Plats at Page 208. A copy is filed in the archives of the Association.

15. "Undivided Interest Percentage" of a Unit has the same meaning as the term "Par Value," as used in 57-8-3 (21) of the Act when expressed as an undivided interest in the Common Areas and facilities. Fractional Unit factors for determining Undivided Interest Percentages are weighted 90% for total square feet and 10% for location.

16. "Unit" shall mean one of the dwelling parts of the Condominium which is designated as such on the Survey Map, which is independently owned, and may be conveyed and/or encumbered by the Owner.

(a) The boundary lines of each Unit (other than its appurtenant parking stall or stalls and storage locker) are the interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, interior surfaces of doors, window frames and door frames and trim. Each Unit shall include both the portions of the building that are not Common Areas and Facilities within such boundary lines and the space so encompassed.

(b) Each Unit includes its appurtenant, contiguous and interconnected balcony, if any, (many of which are now enclosed), deck, if any, and patio, if any, as designated by number and square footage area as set forth in Appendix 4, and its appurtenant and non-contiguous assigned and/or acquired parking stall or stalls (located separately in a garage area or areas within the Property) and storage locker (located separately in a designated storage area within the Property) as listed on Appendix 3 or the more current records of the Board. (Such appurtenances were sometimes referred to in the earlier versions of these Bylaws or the Association's Declaration as "Limited Common Areas").

(c) Each Unit includes mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and assigned to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered a part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural member of any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

(d) The term "Unit" shall not be deemed to include pipes, wires, conduits, chimney flues, dryer exhaust vents, gas furnace vents, mechanical equipment chases, gas piping, public utility lines, nor any such element of design which are utilized for or serve more than one Unit regardless of whether such items are physically located within the boundaries of a Unit.

APPENDIX 2.
LEGAL DESCRIPTION OF ASSOCIATION PROPERTY

Beginning at the southwest corner of Lot 2, Block 43, Plat "D", Salt Lake City Survey, and running thence south 89° 26' 45" east 221.00 feet along the south line of said Block 43; thence north 00° 02' 00" east 82.50 feet; thence north 89° 26' 45" west 56.00 feet to the east line of said Lot 2; thence north 00° 02' 00" east 247.50 feet to the northeast corner of Lot 3, said Block 43; thence north 89° 26' 45" west 165.00 feet to the northwest corner of said Lot 3; thence south 00° 02' 00" west 165.00 feet to the southwest corner of said Lot 3; thence north 89° 26' 45" west 165.00 feet to the northwest corner of Lot 1, Block 4, Plat "I", Salt Lake City Survey; thence south 00° 02' 00" west 165.00 feet to the southwest corner of said Lot 1; thence south 89° 26' 45" east 165.00 feet to the point of beginning.

Contains: 1.981 Acres

**APPENDIX 3
 PERCENT OF UNDIVIDED OWNERSHIP INTEREST
 IN COMMON AREAS AND FACILITIES
 (BASED UPON "PAR VALUES")**

UNIT	VOTING Sq. ft. SHARES	LIVING AREA (Sq. ft.)	BALCONY, DECKS, PATIOS (sq. ft.)	TOTAL Sq. ft.	% INTEREST IN COMMON AREAS (Weighted 90% for space; 10% for Location)
101	103	1,830.00	171.00	2,001.00	0.010325
102	127	2,080.00	372.00	2,452.00	0.012652
103	113	2,005.00	190.50	2,195.50	0.011328
104	131	2,140.00	391.50	2,531.50	0.013062
201	97	1,800.00	85.50	1,885.50	0.009729
202	115	2,145.00	85.50	2,230.50	0.011509
203	108	2,005.00	93.00	2,098.00	0.010825
204	115	2,140.00	93.00	2,233.00	0.011522
205	115	1,920.00	93.00	2,013.00	0.010387
206	109	2,020.00	93.00	2,113.00	0.010903
301	102	1,800.00	85.50	1,885.50	0.010192
302	120	2,145.00	85.50	2,230.50	0.011972
303	113	2,005.00	93.00	2,098.00	0.011288
304	120	2,140.00	93.00	2,233.00	0.011985
305	113	2,005.00	93.00	2,098.00	0.011288
306	114	2,020.00	93.00	2,113.00	0.011366
307	114	2,000.00	111.00	2,111.00	0.011355
308	115	2,040.00	97.50	2,137.50	0.011492
309	125	2,235.00	95.00	2,330.00	0.012485
310	141	2,440.00	210.00	2,650.00	0.014136
401	107	1,800.00	85.50	1,885.50	0.010655
402	124	2,145.00	85.50	2,230.50	0.012435
403	118	2,005.00	93.00	2,098.00	0.011751
404	124	2,140.00	93.00	2,233.00	0.012448
405	118	2,005.00	93.00	2,098.00	0.011751
406	118	2,020.00	93.00	2,113.00	0.011829
407	132	2,290.00	96.00	2,386.00	0.013237
408	103	1,730.00	88.50	1,818.50	0.010309
409	122	2,005.00	172.50	2,177.50	0.012161
410	121	2,080.00	87.00	2,167.00	0.012107
411	120	1,865.00	274.00	2,139.00	0.011963
412	89	1,465.00	84.00	1,549.00	0.008919
413	146	2,440.00	210.00	2,650.00	0.014599
501	111	1,800.00	85.50	1,885.50	0.011118
502	129	2,145.00	85.50	2,230.50	0.012898
503	122	2,005.00	93.00	2,098.00	0.012214

504	129	2,140.00	93.00	2,233.00	0.012911
505	122	2,005.00	93.00	2,098.00	0.012214
506	123	2,020.00	93.00	2,113.00	0.012292
507	137	2,290.00	96.00	2,386.00	0.013700
508	108	1,730.00	88.50	1,818.50	0.010772
509	117	1,865.00	126.00	1,991.00	0.011662
510	126	2,080.00	87.00	2,167.00	0.012570
511	109	1,775.00	72.00	1,847.00	0.010919
512	113	1,840.00	75.00	1,915.00	0.011270
513	130	2,000.00	248.00	2,248.00	0.012988
514	142	2,100.00	389.50	2,489.50	0.014234
515	138	2,310.00	89.00	2,399.00	0.013767
601	96	1,385.00	126.00	1,511.00	0.009648
602	113	1,720.00	113.00	1,833.00	0.011310
603	127	2,005.00	93.00	2,098.00	0.012677
604	134	2,140.00	93.00	2,233.00	0.013374
605	127	2,005.00	93.00	2,098.00	0.012677
606	128	2,020.00	93.00	2,113.00	0.012755
607	142	2,290.00	96.00	2,386.00	0.014163
608	112	1,730.00	88.50	1,818.50	0.011235
609	156	2,435.00	236.00	2,671.00	0.015634
610	130	2,080.00	87.00	2,167.00	0.013033
611	154	2,455.00	120.00	2,575.00	0.015390
612	117	1,840.00	75.00	1,915.00	0.011733
613	115	1,675.00	188.00	1,863.00	0.011465
614	131	2,100.00	78.00	2,178.00	0.013090
615	142	2,310.00	89.00	2,399.00	0.014230
701	139	1,985.00	253.00	2,238.00	0.013863
702	150	2,180.00	284.00	2,464.00	0.015031
703	135	2,080.00	87.00	2,167.00	0.013496
704	122	1,840.00	75.00	1,915.00	0.012196
705	136	2,100.00	78.00	2,178.00	0.013553
706	133	2,115.00	192.00	2,307.00	0.013293
707	107	1,705.00	93.00	1,798.00	0.010666
708	130	2,060.00	198.00	2,258.00	0.013040
709	139	2,230.00	198.00	2,428.00	0.013917
710	114	1,820.00	122.00	1,942.00	0.011409
711	140	1,995.00	267.00	2,262.00	0.013986
712	135	2,145.00	198.00	2,343.00	0.013478
713	185	2,845.00	285.00	3,130.00	0.018465
714	146	2,180.00	200.00	2,380.00	0.014595
715	147	2,310.00	89.00	2,399.00	0.014693
801	143	1,945.00	305.00	2,250.00	0.014287
802	<u>181</u>	2,915.00	88.50	3,003.50	0.018124

10,000

Plan 101
09-31-340-002

**APPENDIX 4
LOCATION OF PARKING STALLS AND STORAGE CAGES**

Condo Unit No.	Parking Stall #	Parking Level	Storage Locker #	Storage Floor Level
101	1	One	2	1 Garage West
101	12	One		
102	14	One	3	1 Garage West
102	64	Two		
103	13	One	7	1 Garage East
103	21	One		
104	15	One	4	1 Garage East
201	7	One	32	5 Hall
202	18	One	35	5 Hall
203	16	One	38	5 Hall
204	10	One	41	5 Hall
204	11	One		
205	17	One	77	5 Hall
206	96	Three	11	3 Hall
301	6	One	31	5 Hall
301	114	Three		
302	8	One	48	5 Hall
303	19	One	37	5 Hall
304	5	One	40	5 Hall
304	48	Two		
305	20	Two	78	5 Hall
305	123	Three		
306	65	Two	73	5 Hall
307	106	Three	20	3 Garage
308	97	Three	17	3 Garage
309	107	Three	18	3 Garage
309	108	Three		
310	109	Three	19	3 Garage
310	110	Three		
401	4	One	33	5 Hall
401	137	Four		
402	2	One	1	1 Garage West
402	3	One		
403	77	Two	42	5 Hall
403	78	Two		
404	124	Four	10	3 Hall
404	125	Four		
405	138	Four	72	5 Hall
405	139	Four		
406	127	Four	74	5 Hall
406	128	Four		
407	132	Four	23	4 Garage
407	133	Four		
408	129	Four	29	4 Garage
408	130	Four		
409	126	Four	24	4 Garage
410	134	Four	28	4 Garage
410	135	Four		
411	136	Four	25	4 Garage

Condo Unit No.	Parking Stall #	Parking Level	Storage Locker #	Storage Floor Level
412	131	Four	34	5 Hall
413	140	Four	27	4 Garage
413	141	Four		
501	49	Two	45	5 Hall
502	52	Two	8	3 Hall
502	53	Two		
503	50	Two	36	5 Hall
503	51	Two		
504	80	Three	39	5 Hall
504	81	Three		
505	82	Three	79	5 Hall
505	83	Three		
506	87	Three	44	5 Hall
506	88	Three		
507	118	Three	75	5 Hall
507	119	Three		
508	89	Three	30	5 Hall
509	61	Two	55	5 Hall
509	62	Two		
510	100	Three	64	5 Hall
510	101	Three		
511	68	Two	53	5 Hall
511	95	Three		
512	111	Three	65	5 Hall
512	112	Three		
513	104	Three	54	5 Hall
513	105	Three		
514	99	Three	66	5 Hall
515	149	Four	67	5 Hall
515	150	Four		
601	84	Three	12	3 Hall
602	56	Two	13	3 Hall
602	57	Two		
603	54	Two	14	3 Hall
603	55	Two		
604	22	One	15	3 Hall
604	23	One		
605	85	Three	80	5 Hall
605	86	Three		
606	122	Three	76	5 Hall
607	120	Three	9	3 Hall
607	121	Three		
608	93	Three	43	5 Hall
608	94	Three		
609	91	Three	56	5 Hall
609	92	Three		
610	63	Two	21	3 Garage
610	67	Two		

Condo Unit No.	Parking Stall #	Parking Level	Storage Locker #	Storage Floor Level
611	102	Three	22	3 Garage
611	103	Three		
612	117	Three	47	5 Hall
613	58	Two	57	5 Hall
614	115	Three	46	5 Hall
614	116	Three		
615	69	Two	58	5 Hall
615	144	Four		
701	24	One	5	1 Garage East
701	25	One		
702	26	One	6	1 Garage East
702	27	One		
703	147	Four	51	5 Hall
703	148	Four		
704	151	Four	50	5 Hall
704	152	Four		
705	75	Two	68	5 Hall
705	76	Two		
706	113	Three	49	5 Hall
707	57	Two	69	5 Hall
708	59	Two	71	5 Hall
708	60	Two		
709	90	Three	59	5 Hall
710	72	Two	70	5 Hall
711	70	Two	60	5 Hall
711	71	Two		
712	66	Two	61	5 Hall
713	142	Four	62	5 Hall
713	143	Four		
714	73	Two	63	5 Hall
714	74	Two		
715	145	Four	16	3 Garage
715	146	Four		
801	98	Three	52	5 Hall
801	155	Four		
802	153	Four	26	4 Garage
802	154	Four		

**APPENDIX 5
STRUCTURAL DATA**

The building structure, windows, fences, walls, landscaping, automatic sprinkling system or lighting systems are described in the Survey Map. Other items are more specifically described as follows:

1. The structure has a post-tensioned concrete frame with brick facing.
2. It is oriented primarily south on Third Avenue with a wing extending north to Fourth Avenue, containing eighty (80) Condominium Units.
3. The structure is seven stories high with two units located at the eighth level.
4. The structure is fireproof, meeting the requirements for Type I construction.
5. There are three elevators, five stairways, and two trash chutes.
6. Centrally located is an atrium at the fifth level containing a rock-scape, a swimming pool, pool deck and a heated jet-action spa. Located elsewhere at the fifth level and close to the atrium are the other amenities.
7. On the roof at the seventh level are a sundeck, restrooms and other improvements for outdoor activities.
8. The entire structure is secured with entrance controlled by an electronic security system.
9. The facility uses natural gas as the primary energy source. Each unit has its own forced air gas furnace, air conditioning unit and hot water heater.
10. Guest parking on the grounds has been provided for.
11. A fire sprinkling system has been installed in the enclosed parking areas, the balcony-corridors surrounding the atrium, tops of the trash chutes and in the owners' storage locker areas.
12. Room 300, which is not a condominium unit, is hereby reserved as a perpetual Common Area and Facility. Room 300 shall not be a saleable Unit. Room 300 may be used according to such Rules and Regulations as the Board shall adopt and for such common purposes for the Property that the Board determines, including, but not limited to a room for janitorial or security personnel or as a guest sleeping room available for the guests of all Unit Owners.