

16322

DECLARATION
FOR
SHADOWBROOK
A CONDOMINIUM PROJECT

This Declaration is made and executed in Utah County, State of Utah this 5TH day of ~~September~~, 1973, by Shadowbrook, a Limited Partnership, hereinafter designated and referred to as "Declarant", pursuant to the provisions of the Utah Condominium Ownership Act,

WITNESSETH:

Whereas, Declarant is the owner of the real property located in the City of Provo, County of Utah, described as follows:

Commencing at a point 265.94 feet North and 165.99 feet West from the Northeast Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 04°01'40" West 307.16 feet; thence North 51°17'41" West 218.10 feet; thence North 54°22'24" West 170.15 feet; thence North 45°55'40" West 136.80 Feet; thence South 64°08'40" West 64.30 feet; thence South 86°03'06" West 66.37 feet; thence South 04°57'09" West 543.00 feet; thence South 83°57'19" East 602.67 feet to the point of beginning. Area = 6.105 acres.

WHEREAS, Declarant has constructed or is in the process of constructing, or will construct certain Townhouse and Manor House buildings and certain other improvements upon said real property in accordance with plans and drawings set forth in its record of survey map recorded herewith consisting of four (4) sheets, prepared and certified to by Carr F. Greer, a duly registered Utah land surveyor, and

WHEREAS, it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions, and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires and intends by filing this Declaration and the aforesaid Map to submit the above described property and the Townhouse and Manor House buildings and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the aforesaid Act as a condominium project, and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the owners thereof;

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring

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or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. Submission as Condominium. Declarant hereby submits the above described property and the improvements constructed and to be constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project, to be known as SHADOWBROOK. This declaration is submitted in accordance with the terms and provisions of said act, and shall be construed in accordance therewith. Except as may be otherwise provided herein, for the purposes of this Declaration all words, terms and phrases used herein shall be construed and defined as the same are used and defined in Section 57-8-3, Utah Code Annotated, 1953, as amended, to the extent applicable and unless another meaning is clear and obvious.

2. Covenants to Run with Land. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land hereby submitted to the provisions of the Condominium Ownership Act and shall be binding upon the Declarant and its successors and assigns, and upon all subsequent owners and encumbrancers of all or any part of the condominium project, and upon their grantees, successors, heirs, executors, administrators, devisees, and/or assigns.

3. Description of Buildings. The condominium project shall consist of eight (8) residential buildings containing thirty (30) units, a swimming pool and a club house, patios, playground, and picnic areas, as shown by the record of survey map recorded herewith, constructed principally of brick, concrete, steel, wood, and glass, located upon the land described above. All buildings shall be one and two story without basements.

4. Description of Units. To establish a plan of condominium ownership for said condominium project, the condominium project is hereby divided into the units described in Exhibit "A" attached hereto and by reference made a part hereof, which units, together with their appurtenant interests in the common areas and facilities and limited common areas and facilities as shown on Exhibit "A" shall constitute separate freehold estates for all purposes provided by the said Act.

5. Encroachments and Easements. In the event any portion of the common areas and facilities encroaches upon any of the units, a valid easement shall exist for such encroachment, and for the maintenance of same, so long as such encroachment exists. In the event the condominium project is partially or totally destroyed, and then rebuilt, minor encroachments will be permitted as required, upon the units, and easements for such encroachments, and for the maintenance of same shall exist for such period of time as may be reasonably required for the reconstruction or repair of said premises.

6. Use of Units. Unit owners shall not, without the written consent of the management committee, occupy or use the unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a single family, private dwelling, and shall not permit or suffer anything to be done or kept in the unit which will interfere with the rights of other unit owners, or annoy such owners by unreasonable noises or otherwise. They shall not permit or suffer anything to be done or kept in the unit which will increase the rate of fire

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SHADOWBROOK COOPERATION

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insurance on the project unless approved by the management committee and if by reason of the occupancy or use of a unit the rate of fire insurance on the project shall be increased, the owner thereof shall become personally liable for the additional insurance premiums upon all policies covering the project, and the management committee shall have the right to collect the same, when charged to the owner as additional assessments for the unit.

7. Common Areas and Facilities - Defined. The common areas and facilities as defined in Section 57-8-3 (5) Utah Code Annotated, 1953, as amended, and/or as shown on the record of survey map are hereby set aside for the use and benefit of the respective unit owners in accordance with and for all purposes by the Condominium Ownership Act; provided, however, that patios and garages obviously intended for use by particular units as shown on the record of survey map are hereby declared to be limited common areas and facilities for use by such particular unit or units as indicated on said record of survey map to the exclusion of other units. Furthermore, notwithstanding the provisions of Section 57-8-3 (5), "common areas and facilities" shall mean all land and all portions of property not located within any unit.

8. Common Areas and Facilities - Undivided Interests. The owner or owners of each unit shall own an undivided interest in the common areas and facilities as set forth in Exhibit "A" attached hereto and made a part hereof, but subject to the possible changes referred to in Section 10 hereinafter. Of the total value of the entire condominium project, each of the units represents an undivided percentage thereof expressed in Exhibit "A" for all purposes of the Condominium Ownership Act.

9. Common Areas and Facilities - Appurtenant to Units. The undivided ownership interest in the common areas and facilities appurtenant to each unit as set forth in paragraph numbered 8 above shall be and remain appurtenant to such unit from and after the filing of this Declaration and except for the possible changes referred to in Section 10 hereinafter, said interest may not thereafter be altered without the consent of all of the unit owners expressed in an amended declaration duly recorded in accordance with this declaration and the provisions of the Condominium Ownership Act and shall not be separated from such units or be separately conveyed therefrom and each such undivided interest shall be deemed to be conveyed or encumbered with the unit to which it is appurtenant even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the unit itself.

10. Additional Phases of Project. In addition to the 30 units to be constructed on the land above described, it is Declarant's intention to construct additional units on adjacent land in as many as three additional and separate phases, all to be known as SHADOWBROOK. By acceptance of a deed to any unit in the condominium project being constructed on the land described in this declaration, such grantee, his heirs, devisees, administrators, executors and assigns, irrevocably consents to become a member of an owners association consisting of the unit owners of all units in all phases of the total Shadowbrook project and further consents and agrees the right and power to delegate its duties and functions to a management firm selected by the governing body of said association. Each grantee also irrevocably consents to the establishment of combined common areas and facilities, and consequently to the use by all unit owners in

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all phases of the total Shadowbrook project of the swimming pool, club house, playground, picnic areas, and other common areas and facilities on the same basis as said grantee. Furthermore, each such grantee also recognizes that if and when other phases are subjected to the provisions of this Declaration, the undivided ownership interest of each grantee in the combined common areas and facilities shall be a smaller percentage of the common areas and facilities than such grantee's percentage of the common areas and facilities in the present Phase I referred to in Exhibit "A" of this Declaration. Each grantee, his heirs, devisees, administrators, executors, and assigns, irrevocably consents to the Declarant making such computations and recording such documents as may be deemed necessary by Declarant, in adjusting the percentages of ownership in the combined common areas and facilities existing because of subjecting additional units to this Declaration, to comply with the provisions of Utah Code Annotated, 1953, Section 57-8-7, as amended, and other provisions of the Condominium Ownership Act, if any.

11. Management. The condominium project including the common areas and facilities shall be managed, operated and maintained by a management committee as provided in the Condominium Ownership Act and the Bylaws promulgated pursuant thereto as the same may be amended from time to time; provided, however, that said management committee shall engage the services of a resident manager and enter into management contracts with a management firm. All improvements, including landscaping, will be maintained in a manner at least equal to the initial installation required by the plans heretofore approved by Provo City.

12. Management Committee. All agreements and determinations respecting the condominium project lawfully made and/or entered into by the management committee shall be binding upon all of the unit owners and upon their successors and assigns.

13. Amendment of Declaration. Except as otherwise provided by law, the unit owners shall have the right to amend this Declaration and/or the record of survey map upon the approval and consent of unit owners representing the ownership of not less than seventy-five per cent (75%) of the total number of units, which consent and approval shall be by duly executed and recorded instruments; provided, however, that this Declaration may not be amended in any particular having the effect of removing the land described herein, or any part thereof, from the condominium laws of the State of Utah, or changing the use of said land from single family residential, without the approval of the Provo City Commission after submission of such proposed change to the planning commission for its recommendation. Notwithstanding anything in the foregoing to the contrary, the Declarant, consistent with all provisions of the Condominium Ownership Act, reserves the right to amend this Declaration until all of the units in the project referred to in Section 10 above are sold or until January 1, 1980, whichever sooner occurs, which right to amend may be relinquished or waived, in whole or in part, by Declarant at any time prior to either such event, by a duly executed and recorded relinquishment or waiver.

14. Destruction or Damage. In the event the condominium project is damaged to the extent of seventy-five per cent (75%) or less, of the value thereof, the management committee shall be responsible for repairing, rebuilding, and/or restoring the same to the condition it was in immediately prior to such damage, and the committee shall, in this connection, be entitled to use the

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proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event the condominium project is destroyed or damaged to the extent of more than seventy-five per cent (75%) of the value thereof, the unit owners shall, at a meeting duly and regularly called by the committee for that purpose, determine whether or not said premises should be rebuilt, repaired, or disposed of. The determination, under this paragraph, of the extent of the damage or destruction to the project shall be made by a group of three (3) appraisers who shall be selected by the committee for that purpose. In the event all of said appraisers cannot agree on the extent of the damage or destruction to the project, the decision of any two with respect thereto shall be conclusive. Unless unit owners representing the ownership of not less than seventy-five per cent (75%) of the total number of units agree to the withdrawal of the condominium project from the provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding or restoration shall exceed the amount realized by the committee from the proceeds of any insurance policy or policies as above provided, all of the unit owners shall contribute to such additional cost in the same percentage as their undivided interests in the common areas and facilities as set forth in Exhibit "A", as it may be amended from time to time as provided in Section 10 above.

15. Insurance. The management committee shall at all times keep the condominium project covered by fire, extended coverage, and liability insurance in its name as trustee for the unit owners, or in the name or names of such person or persons, or corporation, and in such amounts as the committee may from time to time determine to be proper, necessary and adequate. In addition, the individual unit owners will be and are hereby encouraged to carry at their own cost and expense, such additional insurance coverage on the interior of their respective units and upon such furniture, appliances and other personal property as may be located therein as they shall deem to be necessary and adequate; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage on a unit of which he is the owner in such a way as to decrease the amount which the committee may realize under any insurance policy which the committee may have in force on the project at any particular time.

16. Lien for Nonpayment of Common Expenses. It shall be duty of every unit owner to pay his proportionate share of the common expenses. Payment shall be in such amounts and at such times as determined by the management committee in accordance with the terms of the Bylaws.

The amount of common expenses assessed against each unit shall be a debt of the owner at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. If any unit owner shall fail or refuse to make any payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of the owner in the property, and upon the recording of notice thereof by the manager or management committee shall be a lien upon the unit owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except only

(1) tax and special assessment liens on the unit in favor of any assessing unit, and special district, and

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(2) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

The manager or management committee shall, upon written request of any unit owner or any encumbrancer or prospective encumbrancer of a unit, upon payment of a reasonable fee not to exceed \$10, issue to a person or persons requesting, a written statement setting forth the unpaid common expenses with respect to the unit covered by the request, which shall be conclusive upon the remaining unit owners and upon the manager and management committee in favor of all persons who rely thereon in good faith. Unless the request for a statement of indebtedness shall be complied with within ten days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person requesting the statement. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance. The lien for nonpayment of common expenses may be enforced by sale or foreclosure of the unit owner's interest by the manager or management committee, sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the unit owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. In the case of foreclosure, the owner 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.

The manager or management committee shall have power to bid in the unit at foreclosure or other sale and to hold, lease, mortgage and convey the unit.

17. Agreement to Comply and Fines. Each unit owner, tenant and/or occupant of a unit shall comply with the provisions of the Act, this Declaration, the Bylaws governing the administration of the project, the community and such other rules and regulations duly adopted, and all agreements and determinations lawfully made and/or entered into by the management committee, including any amendments thereto, and any failure to comply with the same shall be grounds for an action by the committee to recover any loss or damage resulting therefrom and/or for injunctive relief. The management committee or the governing body of an owner's association may also impose reasonable fines for the failure of any owner, tenant, and/or occupant of a unit to comply, and the failure to pay any such fine shall become a lien upon the unit in the same manner and with the same consequences as the failure to pay common expenses becomes a lien under the provisions of Section 57-8-20, Utah Code Annotated, 1953, as amended. Rules with respect to the imposition of fines, including amounts, charges, and hearings, shall be promulgated by the management committee or the governing body of an owner's association.

18. Easements. The management committee shall have, and is hereby given the authority to grant such easements over and across the common areas and facilities as shall be determined by said committee to be in the interests of the unit owners.

19. Process Agent. THE LINCOLN CORPORATION, a Utah

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Business Corporation, which has its place of business at 363 North University Avenue, Provo, Utah, is hereby designated as the agent to receive process in connection with the project for all purposes provided by the Condominium Ownership Act; provided, however, that the management committee shall have the right to appoint a successor or substitute process agent. Such successor or substitute process agent shall be designated and appointed by an instrument duly executed and filed in the office of the County Recorder of Utah County, State of Utah.

20. Additional and Supplemental to the Condominium Ownership Act. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Condominium Ownership Act, as the same now exists or may be amended from time to time.

21. Invalidity. If any provision of this Declaration is determined to be invalid, the remaining provisions thereof shall remain in full force and effect and shall not be affected thereby.

22. Effective Date. This Declaration shall take effect upon recording as provided by the Condominium Ownership Act.

Made and executed as of the day and year first above written.

SHADOWBROOK, a Limited Partnership

By: *Bruce A. Jackson*
Its General Partner

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

On this 5th day of SEPTEMBER, 1973, personally appeared before me BRUCE A. JACKSON, who duly acknowledged to me that he executed the same as its general partner.

My Comm. Expires 3/19/77

H. Eugene L...
Notary Public
Residence: *Provo*



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VALLEY TITLE CO.
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VALLEY TITLE CO.

EXHIBIT "A"

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Unit Designation	Approximate Number of Square Feet	Number of Rooms	Percentage of Ownership in Common Area and Facilities	Location	General Description
1-A	1,790	6	3.80	One Story	One family residence, including exclusive use of garage, patio, and entryways as shown on Record of Survey Map.
1-B	1,594	5	3.59	One Story	Same as above
2-A	1,594	5	3.59	One Story	Same as above
2-B	1,790	6	3.73	One Story	Same as above
3-A	2,417	8	3.84	Two Story	Same as above
3-B	1,665	6	2.96	Two Story	Same as above
3-C	1,616	5	2.92	Two Story	Same as above
3-D	2,063	7	3.74	Two Story	Same as above
4-A	2,063	7	3.66	Two Story	Same as above
4-B	1,665	6	2.93	Two Story	Same as above
4-C	1,665	6	2.93	Two Story	Same as above
4-D	2,417	8	3.75	Two Story	Same as above
5-A	2,063	7	3.66	Two Story	Same as above
5-B	1,616	5	2.84	Two Story	Same as above
5-C	1,616	5	2.92	Two Story	Same as above
5-D	2,417	8	3.75	Two Story	Same as above
6-A	2,417	8	3.73	Two Story	Same as above
6-B	1,665	6	2.89	Two Story	Same as above
6-C	1,665	6	2.89	Two Story	Same as above
6-D	2,063	7	3.70	Two Story	Same as above
7-A	2,063	7	3.66	Two Story	Same as above
7-B	1,665	6	2.89	Two Story	Same as above
7-C	1,665	6	2.89	Two Story	Same as above
7-D	2,417	8	3.75	Two Story	Same as above
8-A	2,063	7	3.66	Two Story	Same as above
8-B	1,665	6	2.89	Two Story	Same as above
8-C	1,665	6	2.89	Two Story	Same as above
8-D	1,665	6	2.89	Two Story	Same as above
8-E	1,665	6	2.92	Two Story	Same as above
8-F	2,417	8	3.74	Two Story	Same as above

EXHIBIT "B"
BYLAWS GOVERNING SHADOWBROOK

INTRODUCTION

These Bylaws are adopted in this instrument separate from the related Declarations by SHADOWBROOK, a limited partnership ("Declarant"), to govern the administration of SHADOWBROOK, a Condominium Project subject to the Utah Condominium Ownership Act, and are appended to and shall be recorded with the Declaration, as required by Utah Code Annotated, 1953, Section 57-8-15. Where appropriate, the provisions, including definitional provisions, of the Declaration are to be incorporated herein.

ARTICLE I

Management Committee

Section 1. General Responsibility. Subject to the management powers retained by the developer which are described in Section 10 of this Article I of these Bylaws, the business and property comprising Shadowbrook shall be managed by a management committee consisting of five (5) unit owners to be selected by the unit owners hereinafter provided. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by law, the Declaration filed contemporaneously herewith, and/or any amendments subsequently filed thereto, and these Bylaws as the same may from time to time be altered or amended.

Section 2. Operation and Maintenance. The committee shall be responsible for the control, operation, and management of the project, in accordance with the provisions of the Utah Condominium Ownership Act, the declaration whereby the project is established and submitted to the provisions of said Act, these Bylaws, and such community rules and regulations as the committee or owners association may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee. The committee shall, in this connection, provide for the proper and reasonable control, operation and management of the project and of the maintenance and repair of the common areas and facilities appurtenant thereto.

Section 3. Committee Vacancies. In case of any vacancy in the management committee, the remaining members thereof may elect a successor to hold office until the next meeting of the unit owners.

Section 4. Officers. The management committee shall appoint or elect from among its membership a chairman, vice-chairman, secretary, and a treasurer, who shall hold office at the pleasure of the committee. The chairman of the committee, or in his absence, the vice-chairman, shall preside at all meetings of the committee and at all meetings of the unit owners. The secretary shall take and keep minutes of all meetings; he shall perform such other services as the committee may impose upon him; and shall receive such compensation as the committee may fix or approve. The treasurer shall have the custody and control of the funds of the committee, subject to the action of the committee; shall, when requested, by the chairman so to do,

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report the state of finances of the committee at each annual meeting of the unit owners and at any meeting of the committee; shall perform such other services as the committee may require of him; and shall receive such compensation as the committee may fix or approve.

Section 5. Regular Meetings. A regular meeting of the committee shall be held immediately after the adjournment of each annual unit owners meeting at the place at which such unit owners meeting is held. Regular meetings, other than the annual meeting, shall be held at regular intervals and at such places and at such times as the committee may from time to time by resolution provide. No notice need be given of regular meetings of the committee.

Section 6. Special Meetings or Action Without a Meeting. Special meetings shall be held whenever called by the chairman, vice-chairman, or by a majority of the committee. Either written or oral notice of such special meeting shall be given not less than 24 hours in advance of said meeting; provided, however, that by unanimous written consent of the committee: (1) special meetings may be held without call or notice of any time or place, and (2) action may be taken without a meeting.

Section 7. Quorum. A quorum for the transaction of business at any meeting of the committee shall consist of the majority of the committee then in office.

Section 8. Special Committees. The management committee, by resolution, may designate one or more special committees, to serve at the sole discretion of the management committee, each committee to consist of two (2) or more of the unit owners and which shall exercise the powers in said resolution set forth. Such special committee or committees shall have such name or names as may be determined from time to time by the management committee. Such special committees shall keep regular minutes of their proceedings and report the same to the management committee when required. The chairman of the management committee may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 9. Additional Facilities. The management committee shall have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the interest of its members.

Section 10. Manager and Management Firm. The management committee shall engage the services of a resident manager and a property management firm having requisite skills in condominium operation and maintenance, and fix the terms of contracts therewith, and pay reasonable fees or compensation therefor, and shall delegate such of the committees duties and functions thereto as the committee deems appropriate from time to time.

Section 11. Declarant Performs Functions. Notwithstanding any provisions herein to the contrary, until Declarant has sold all of the units in the entire condominium project, including phases thereof subjected to these Bylaws and the accompanying Declaration at a date later than the date on which Phase I is subjected thereto, or until January 1, 1980, whichever happens first, each unit owner by accepting a deed to any unit irrevocably consents that Declarant may act as the project manager and

shall have all of the rights, powers, duties and responsibilities conferred upon the management committee and/or the managers under the Condominium Ownership Act, the Declaration and these Bylaws.

The purposes for the retention of such management powers by Declarant are: (1) to assure that, in the initial years of actual operation of the condominium project, proper management of the entire condominium project is initiated, developed and maintained; (2) to provide a training period for management of the project during which Declarant may form such advisory committee(s) as it deems advisable and which committee(s) may learn the proper principles of management of the condominium project and be gradually and properly prepared to assume full management responsibilities therefor; and (3) to assure that all phases of the entire project known as Shadowbrook, including future phases presently contemplated by Declarant, as well as Phase I initially subjected to these Bylaws and the accompanying Declaration, are properly and fully integrated into the project. In connection with such purposes, if at any time before all units are sold or January 1, 1980, Declarant determines, in its sole discretion, that such purposes have been accomplished, it may relinquish its right to act as such management committee by giving to all unit owners thirty days notice thereof. Declarant hereby reserves the right to organize and incorporate under applicable law, a unit owners association and to operate such corporation until Declarant's management powers hereunder are terminated or relinquished, at which time ownership and operation of such corporation shall be transferred to the unit owners as provided in the Articles of Incorporation and/or Bylaws of such corporation.

ARTICLE II

Meetings of Unit Owners

Section 1. Annual Meeting. The annual meeting of all unit owners shall be held at 7:00 o'clock p.m. on the second Tuesday in January of each year commencing with the year during which or immediately after Declarant relinquishes or terminates its management powers as provided in Section 11 of Article I, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice. If such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day. The management committee may, by resolution, fix the date of the annual meeting at such other date as it shall deem appropriate. At such meeting the unit owners shall elect committee members for two (2) year terms, which terms shall commence as of February 1; provided, however, that at the first election after the recording of these Bylaws two (2) of the five committee members shall be elected for terms of not more than one (1) year, which terms shall commence upon election and shall expire on the next February 1 after such election, and three (3) of said committee members shall be elected for not more than two (2) years, which terms shall commence upon election and shall expire on the second February 1 after such election; provided, further, that the term of any duly elected or appointed committee member shall not expire until his successor is elected and qualifies. Only unit owners shall be eligible for election as committee members.

Section 2. Voting. At any meeting of the owners, each owner, including Declarant, shall be entitled to cast one vote for each unit owned. Any owner may attend and vote at such meeting in person, or by an agent duly appointed by an instrument in writing signed by the owner and filed with the management

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committee or the manager. Any designation of an agent to act for an owner may be revoked at any time by written notice to the management committee or manager and shall be deemed revoked when the management committee or the manager shall receive actual notice of the death or judicially declared incompetence of such owner or of the conveyance of such owner of his condominium. Where there is more than one record owner, any or all such persons may attend any meeting of the owners, but it shall be necessary for those present to act unanimously in order to cast the vote to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarant shall be entitled to vote with respect to any condominium owned by Declarant.

In the event that a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a condominium against the owner of the condominium covered by mortgage, then and in that event and until the default is cured, the right of the owner of such condominium to vote shall be subject to the complete control of the mortgagee recording the notice of default.

Section 3. Meetings. The presence at any meeting of owners having a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the owners in accordance with the provisions of paragraph 4 hereof. At such second meeting so called the presence of owners holding in excess of thirty per cent (30%) of the total votes shall constitute a quorum for the transaction of business; but in the event such a smaller quorum is not present at that meeting, the owners present, though less than a quorum, may give notice to all the owners in accordance with paragraph 4 of an adjourned meeting. At such third meeting so called whatever owners are present shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the owners upon the affirmative vote of a majority of the voting power of the owners present and voting, provided that a quorum is present as provided for above.

Section 4. Special Meetings. Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration require the approval of all or some of the owners, or for any other reasonable purpose. Said meeting shall be called by written notice, signed by a majority of the management committee, or by the owners having one-third (1/3) of the total votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

Section 5. Calls and Notices of Meetings. The calls and notices of all meetings of the unit owners shall conform to the following provisions:

A. **Annual Meetings of the Unit Owners.** At least five (5) days, inclusive of the date of meeting, before the date of any annual meeting of the unit owners, the secretary shall cause a written notice setting forth the time and place to be delivered personally or deposited in the mail, with postage pre-paid, addressed to each unit owner at his last post office address as it then appears on the records of the management committee.

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B. Special Meetings of Unit Owners. Special meetings of the unit owners may be called by the management committee, or by one-third in number of all the unit owners, and notice of such meeting shall be given to each unit owner in writing at least 48 hours before the time fixed for the meeting. Such notice shall advise each unit owner as to the time, place and general purpose of the meeting and shall be delivered personally or mailed, postage pre-paid, to each unit owner at his last post office address as it appears on the books of the management committee. Whenever all of the unit owners shall meet in person, such meeting shall be valid for all purposes without call or notice, or waiver of call or notice. No call or notice of any meeting of members shall be necessary if waiver of call and notice be signed by all of the members.

Section 6. Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the matter of voting, and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting.

ARTICLE III

Community Rules and Regulations

The committee shall have the power to adopt and establish by resolution such community rules and regulations as the committee may deem necessary for the maintenance, operation, management and control of the project, and the committee may, from time to time, by resolution, alter, amend and repeal such rules. When a copy thereof has been furnished to the owners they shall be taken to be a part hereof. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the project. If at any time at least three-fourths of all unit owners, in a vote at a regular or special meeting duly called or in writing, either of which all unit owners shall have had at least ten days notice, shall alter, amend or repeal a community rule or regulation adopted by the committee, such alteration, amendment or repeal shall supersede committee action.

ARTICLE IV

Payment of Expenses

Section 1. Assessments. Each unit owner shall pay the management committee his pro rata portion of the cash requirements deemed necessary by the committee to manage and operate Shadowbrook, upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against the management. If an owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of twelve per cent (12%) per annum from the date when such installment shall become due to the date of the payment thereof.

Section 2. Budget by Committee. The cash requirements above referred to for each year or portion of the year, are hereby defined, and shall be deemed to be such aggregate sum as the management committee from time to time shall determine, in its judgment, is to be paid by all the owners of Shadowbrook then in

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existence to enable the committee to pay all estimated expenses and outlays of the committee to the close of such year, growing out of or connected with the maintenance and operation of such land and buildings and improvements, which sum may include, among other things, the cost of management, special assessments, fire, casualty, and public liability insurance premiums, common lighting, heating, and pool expenses, landscaping and care of grounds, repairs and renovations to common areas and facilities, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the management committee under or by reason of the Declaration and these Bylaws, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus fund, as well as all other costs and expenses relating to Shadowbrook. The management committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. The committee may include in the cash requirements for any year any liabilities or items of expense which accrued or became payable in a previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

Section 3. Determination of a Pro Rata Portion. The pro rata portion payable by the owner in and for each year or portion of a year shall be such sum as shall be determined by the management committee from time to time, to be calculated on such basis or bases as the committee may determine. For example, the basis of such calculation may, but need not be, the ratio of square footage of an owner's unit to the total adjusted square footage of all units. If at any time at least three-fourth of all unit owners, in a vote at a regular or special meeting duly called or in a writing, either of which all unit owners and the committee have had at least thirty days notice, shall agree on a basis for calculation of pro rata assessment, such basis shall replace the method used by the management committee until such time as three-fourths of the unit owners shall change the method. Such assessments, together with any additional sums accruing under the Declaration and these Bylaws shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee, and at such times as shall be provided by the committee.

Section 4. Committee's Discretion. The management committee shall have discretionary powers to prescribe the manner of maintaining and operating Shadowbrook, and to determine the cash requirements of the management committee to be paid as aforesaid by the owners under the declaration and these Bylaws. Every such reasonable determination by the committee, within the bounds of the Condominium Ownership Act, the Declaration, and these Bylaws, shall be final and conclusive as to the owners, and any expenditures made by the committee, within the bounds of the Condominium Ownership Act, the Declaration, and these Bylaws, shall, as against the owner, be deemed necessary and properly made for such purpose.

Section 5. Default by Lessee or Sublessee. If the owner shall at any time let or sublet the unit, and shall default for a period of one (1) month in the payment of any management assess-

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ments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the owner occupying the unit the rent due or becoming due from such tenant or sub-tenant to the owner up to an amount sufficient to pay all sums due from the owner to the management committee, and any such payment of such rent to the committee shall be sufficient payment and discharge of such tenant or sub-tenant as between such tenant or sub-tenant and the owner to the extent of the amount so paid. If the tenant or sub-tenant shall fail to timely pay such owner's assessments upon demand, the committee may exercise any and all of the powers referred to in Section 16 of the Declaration.

Section 6. No Waiver. The omission of the management committee, before the expiration of any year, to fix the management assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the covenants, conditions, or restrictions of the Declaration and these Bylaws, or a release of the owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment shall be fixed.

ARTICLE V

Taxes and Insurance

Section 1. Taxes. It is acknowledged that under the Condominium Ownership Act, each of said unit's percentage of the undivided interests in the common areas and facilities of the project are subject to separate assessment and taxation by each assessing body and special district for all types of taxes authorized by law, and that as a result thereof no taxes will be assessed or payable against the project as such. Each member will, therefore, pay and discharge any and all taxes which may be assessed against any of said units of which he is the owner, against the percentage of undivided interests in the common areas and facilities of any such unit, and/or against any items of personal property located in or upon any unit of which he is the owner.

Section 2. Insurance. The committee shall secure and maintain the following insurance coverage on the project:

A. Fire and Extended Coverage. The management committee shall secure and at all times maintain, in its name as trustee for the owners, a policy or policies of fire and extended coverage insurance on the project in an amount which shall be equal to its maximum insurance replacement value, excluding foundation and excavation costs, or in such greater or lesser sum as the committee may from time to time determine to be necessary, proper and adequate. As between unit owners, participation in any proceeds realized by the committee from said insurance policy or policies will be on the basis of any damage sustained. In the event such unit owners cannot agree on the amount of damage sustained by each, the decision of the committee respecting the appraisal of such damage shall be conclusive. Each unit owner shall be responsible for securing and maintaining insurance coverage on the interior of his unit and furniture, appliances, and all personal property which he may have in or on his particular unit.

B. Public Liability Coverage. The committee shall secure and at all times maintain, in its own name, a policy of comprehensive general liability insurance for bodily injury and

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property damage in the aggregate amount of \$300,000.00. Said minimum coverage limit may be increased or decreased by the committee from time to time as it may deem to be in the interest of its members.

It is intended that the insurance policies herein provided for will include coverage for any act or omission of the committee, its officers, agents and employees, or of the occupants of any office unit in the project respecting the ordinary and anticipated use, occupancy, operation and/or maintenance of the project. It is not intended, however, that said insurance policies include any coverage or recognize any liability with respect to any act or omission on the part of any unit owner or occupant, or their employees, respecting the acts or omissions other than those arising out of the ordinary and anticipated use, occupancy, operation and/or maintenance of the project or of any of said units.

ARTICLE VI

Right of Entry

Section 1. By the Committee. The committee and its duly authorized agents shall have the right to enter any and all of the said units in case of an emergency originating in or threatening such unit or any other part of the project, whether the owner or occupant thereof is present at the time or not. The committee and its duly authorized agent shall also have the right to enter any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon all the common areas and facilities of the project.

Section 2. By Unit Owners. All unit owners and their duly authorized agents and representatives shall have the right to enter any of said units contained within the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs shall be necessary to prevent damage or threatened damage to other units in the project; and provided further, that the unit owner affected by such entry shall first be notified thereof if available and if time permits.

ARTICLE VII

Use and Occupancy

Section 1. Obstruction of Common Areas and Facilities. No unit owner shall cause or allow nor permit any person over whom he has or may exercise supervision or control to cause or allow, any foyer, stairway, hallway, exit, entrance, breeze way, fire escape, roadway, driveway, or sidewalk in or on the project to be obstructed or to be used for any purpose other than for ingress to or egress from said units of the project.

Section 2. Use of Unit. No owner or occupant of any of said units, shall without prior written consent of the committee, occupy or use any of said units, nor permit any person over whom such owner or occupant has or may exercise supervision and control to occupy or use the same, for any purpose other than a private dwelling, or to permit or suffer anything to be done or kept in or upon any of said units which would constitute a nuisance or a violation of any law, ordinance, or regulation, which would increase the rate of fire insurance on the project or which might otherwise interfere with the rights of other owners or

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occupants of the project. No sign, signal, advertisement, or illumination shall be inscribed or exposed on or at any window or outside wall of the project, except upon specific approval of the management committee.

Section 3. Maintenance of Units. Each unit owner at his own expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the owner shall repair all injury or damage to the building or buildings caused by the act, negligence or carelessness of the owner or that of any lessee or sublessee or any member of the owner's family or of the family of any lessee or sublessee, or of any guest, employee or agent of the owner or his lessee or sublessee, and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance or replacement of any plumbing fixtures, heating and air conditioning equipment, compactors, dishwashers, disposers, ranges, etc., that may be in or connected with the unit. The owner shall be entitled to the exclusive use and possession of the patio and garage areas attached to his unit and shall be responsible for the maintenance and upkeep of said patio and garage areas, provided, however, that without written permission of the management committee first had and obtained, the owner shall not make or permit to be made any structural alteration, improvement or addition in or to the unit, patio and garage areas or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located. A unit owner shall not make any alteration to the interior of his unit which may affect an adjoining unit without the prior written approval of the adjoining unit owner and the committee.

Section 4. Radio and TV Antenna. No radio or TV antenna shall be installed on the outside of any building contained within the project without the prior written consent of the committee.

Section 5. Pets. No pet shall be kept or harbored in the project unless the same in each instance be expressly permitted by the management committee. In no event shall pets be permitted in any of the common areas and facilities of the project unless carried or upon a leash. The owner shall indemnify the committee and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any pet in the project.

Section 6. Duty to Maintain and Repair. Each unit owner shall promptly perform or cause to be performed all maintenance and repair work within any of said units owned by him which, if omitted, will adversely affect the building in which said unit is located in its entirety, or any part of the project, and shall be liable in damages for any failure on his part so to do.

Section 7. Reimbursement for Damages. Each owner shall reimburse the committee for full value of any repairs or replacements to the common areas and facilities made necessary through the negligence or fault of such unit owner or such unit owner's tenants, agents, guests or employees.

Section 8. No Waiver of Strict Performance. The failure on the part of the committee to insist, in one or more instances, upon a strict performance of any of the terms, covenants, or conditions of the aforesaid Act, Declaration, record of survey map, rules, regulations, agreements, determinations, and/or these Bylaws, or to exercise any right or option therein contained shall not constitute, nor be construed as, a waiver or relinquishment of any other right which the committee may have thereunder or which may thereafter acquire.

ARTICLE VIII

Health Spa

The Declarant plans to construct a private health spa underneath the clubhouse, which spa shall be a type of limited common facility. Such spa shall be available, at extra costs, to any unit owner who is willing to pay the additional membership and monthly maintenance fees. Such fees shall be assessed like other assessments, but only to those desiring the use of such facility. Declarant reserves the right and power to: establish an appropriate legal entity to own, operate and maintain such facility (which entity may be the corporation referred to in Article I, Section 11 herein); determine the initial membership and maintenance fees; determine appropriate criteria for members; and determine and take such other actions as are deemed necessary and appropriate to assure the proper organization and operation of the spa.

ARTICLE IX

Amendments

These Bylaws may be altered, amended, or repealed by the affirmative vote of three-fourths of the unit owners at any regular meeting of such unit owners, or at any special meeting if notice of the proposed alteration or repeal be contained in the notice of such special meeting. During the period that Declarant retains the management powers referred to in Article I, Section 11, Declarant shall have the power to alter, amend or repeal these Bylaws.

Adopted and approved this 5 day of ~~September~~ 1973.

SHADOWBROOK, a Limited Partnership

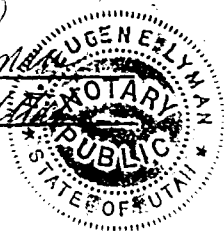
By Bruce A. Jackson
Its General Partner

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this _____ day of _____, 1973, personally appeared before me BRUCE A. JACKSON, who duly acknowledged to me that he executed the same for Shadowbrook, a limited partnership, as its general partner.

My comm. expires 3/19/77

H Eugene Lyman
Notary Public
Residence: Provo, Utah



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