

DECLARATION pertaining to OLYMPUS VIEW CONDOMINIUMS  
pursuant to the Utah Condominium Ownership Act.

2899707

THIS DECLARATION is made and executed this 13<sup>th</sup> day of January, 1978,

at Salt Lake City, Utah, by the undersigned, hereinafter known as "Declarant",  
pursuant to Section 57, Chapter 8, of the UTAH CONDOMINIUM OWNERSHIP ACT.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located at  
3940 South 23rd East, Salt Lake City, Utah 84117, which is more particularly  
described as follows, to-wit:

Beginning at a point 1298.06 feet South from the Northeast  
corner of the Southwest Quarter of Section 34, Township 1  
South, Range 1 East, Salt Lake Base & Meridian and running  
thence South 89 Degrees 35 Minutes West 292.74 feet; thence  
South 0 Degrees 4 Minutes 15 Seconds West 146.85 feet;  
thence North 89 Degrees 35 Minutes East 134.74 feet; thence  
North 0 Degrees 4 Minutes 15 Seconds East 73.35 feet;  
thence North 89 Degrees 35 Minutes East 158.00 feet; thence  
North 0 Degrees 4 Minutes 15 Seconds East 73.50 feet to the  
point of Beginning.

WHEREAS, Declarant has improved the said property by constructing on  
it three (3) multifamily buildings known as Olympus View Condominiums, which  
consist of thirteen (13) units designated as follows, to-wit:

3940 & 3942 South 23rd East Salt Lake City, Utah 84117	5 units
3944 South 23rd East Salt Lake City, Utah 84117	4 units
3946 South 23rd East Salt Lake City, Utah 84117	4 units

and certain other improvements in accordance with the record of survey map  
which is attached hereto and marked Exhibit "A" and by this reference is in-  
corporated herein and made a part of this Declaration, and which said map is  
recorded herewith and dated the 10th day of November, 1976, consisting of  
sheets, prepared and certified by Raymond L. Griffith, a registered Utah land  
surveyor.

WHEREAS, Declarant establishes by this Declaration a plan for the in-  
dividual ownership of the real property estates created hereof, and the co-  
ownership of the respective buildings and real property, appurtenances and  
improvements as indicated in the record of survey map referred to as Exhibit "A".

WHEREAS, Declarant, by filing this Declaration, the Bylaws, and the record  
of survey map required by the Act, submits the subject property including the

Recorded at Request of  
at 84117 m Fee Paid \$ 21.50 KATEL DIXON, Recorder,  
Salt Lake County, Utah, By Cheryl Warrington Dept. Date JAN 19 1978

*J. M. Falls*  
580 Kavana Bldg Room 4439  
Salt Lake City, Utah 84117  
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multifamily buildings with improvements and appurtenances as a condominium project hereinafter known as, OLYMPUS VIEW CONDOMINIUMS, in accordance with the provisions of Chapter 8, Section 57, Utah Condominium Ownership Act.

NOW THEREFORE, Declarant, hereby makes the following declaration, to-wit:

I hereby declare that the following covenants, conditions and restrictions relating to the Olympus View Condominiums, are hereby made to comply with Chapter 8, Section 57, of the Utah Condominium Ownership Act, to-wit:

DEFINITIONS: The following definitions shall be applicable to this Declaration, as follows:

1. The words "the Act" mean and refer to the Utah Condominium Ownership Act, Chapter 8, Title (Section) 57, Utah Code Annotated 1953 as amended.
2. The words "condominium complex" mean and refer to the within described tract of land and the multifamily buildings (consisting of 13 units) with improvements and appurtenances located thereon and belonging thereto which are to be sold.
3. The words "record of survey map" mean and refer to that certain Record of Survey Map required by Section 57-8-13, Utah Code Annotated 1953 as amended, and recorded with this Declaration and herein referred to as Exhibit "A", with the date thereon of the 10th of November, 1976, consisting of four (4) pages, and prepared by Raymond L. Griffith.
4. The words "multifamily buildings" mean and refer to the three (3) buildings (consisting of 13 units) constructed on the real property herein described, and which are included in the improvements of the condominium complex known as, Olympus View Condominiums.
5. The word "unit" means and refers to each one of the thirteen (13) separate and individual areas of the multifamily buildings and real property, and consti-

tutes a residence or dwelling place separate and apart from each other. Each unit is respectively designated on the Record of Survey Map. Each unit is to be independently used, owned, encumbered and/or conveyed.

6. The words "unit owner" mean and refer to the legal owner of a unit and of an undivided interest in the common areas and facilities as designated herein and in the Record of Survey Map.
7. The word "majority" or the words "majority of the unit owners" mean and refer to not less than nine (9) members of the management committee or not less than nine (9) unit owners.
8. The words "simple majority" mean the majority of those present who constitute a quorum at any meeting of the unit owners.
9. The words "unit number" mean and refer to the number by which each unit is designated in the Record of Survey Map.
10. The words "management committee" mean and refer to the committee of unit owners which is established to govern and administer this condominium complex.
11. The words "common expenses" mean and refer to those expenses for which the management committee may levy monthly assessments against the unit owners to pay for the management, operation and administration of the condominium complex.
12. The words "common profits" mean and refer to the balance remaining from any income or revenue received by the management committee, including assessments, after the deduction of the common expenses.
13. The words "limited common area or facilities" mean and refer to the parking areas and those areas that

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apply to a respective unit either because of by specific designation by the management committee, or by reason of such being an integral part of the unit.

14. The words "common areas and facilities" mean and refer to the remainder of the condominium complex which is neither included in the limited common areas and facilities nor in any unit's legal description, or as the units are identified in the Record of Survey Map referred to herein. Said common areas and facilities constitute a real property estate separate and apart from the thirteen (13) real property estates described and identified herein and in the Record of Survey Map.

COVENANTS, CONDITIONS AND RESTRICTIONS:

1. The description of the land on which the multifamily buildings and improvements are constructed and located is as follows, to-wit:

Beginning at a point 1298.06 feet South from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Base & Meridian and running thence South 89 Degrees 35 Minutes West 292.74 feet; thence South 0 Degrees 4 Minutes 15 Seconds West 146.85 feet; thence North 89 Degrees 35 Minutes East 134.74 feet; thence North 0 Degrees 4 Minutes 15 Seconds East 73.35 feet; thence North 89 Degrees 35 Minutes East 158.00 feet; thence North 0 Degrees 4 Minutes 15 Seconds East 73.50 feet to the point of beginning.

2. The description of each unit is as follows, to-wit:

Unit No. A - 3940: Beginning at a point South 1,314.00 feet and West 83.69 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence North 89 Degrees 51 Minutes 20 Seconds East 10.22 feet; thence South 25 Degrees 35 Minutes 24 Seconds East 15.82 feet; thence South 25 Degrees 18 Minutes 4 Seconds West 15.82 feet; thence South 89 Degrees 51 Minutes 20 Seconds West 10.22 feet; thence North 0 Degrees 8 minutes 40 Seconds West 28.57 feet to the point of beginning, containing 389.093 square feet.

Unit No. A - 3942-1: Beginning at a point South 1,314.05 feet and West 101.77 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 0 Degrees 8 Minutes 40 Seconds East 28.57 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 17.22 feet; thence North 0 Degrees 8 Minutes 40 Seconds West 28.57 feet; thence North 89

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Degrees 51 Minutes 20 Seconds East 7.36 feet; thence North 0 Degrees 8 Minutes 40 Seconds West 15.53 feet; thence South 89 Degrees 35 Minutes West 24.8 feet; thence South 0 Degrees 8 Minutes 40 Seconds East 15.41 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 0.22 feet to the point of beginning, containing 875.635 square feet.

Unit No. A - 3942-2: Beginning at a point South 1,314.10 feet and West 119.85 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB & M, and running thence South 0 Degrees 8 Minutes 40 Seconds East 28.57 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 17.22 feet; thence North 0 Degrees 8 Minutes 40 Seconds West 28.57 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 0.64 feet; thence North 0 Degrees 8 Minutes 40 Seconds West 15.41 feet; thence South 89 Degrees 35 Minutes West 18.5 feet; thence South 0 Degrees 8 Minutes 40 Seconds East 15.32 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 0.64 feet to the point of beginning, containing 776.205 square feet.

Unit No. A - 3942-3: Beginning at a point 1,314.15 feet South and 137.94 feet west from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 0 Degrees 8 Minutes 40 Seconds East 28.57 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 17.23 feet; thence North 0 Degrees 8 Minutes 40 Seconds West 28.57 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 0.22 feet; thence North 0 Degrees 8 Minutes 40 Seconds West 15.32 feet; thence South 89 Degrees 35 Minutes West 18.0 feet; thence South 0 Degrees 8 Minutes 40 Seconds East 15.23 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 0.55 feet to the point of beginning, containing 767.211 square feet.

Unit No. A - 3942-4: Beginning at a point South 1,314.20 feet <sup>and</sup> West 156.03 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 0 Degrees 8 Minutes 40 Seconds East 28.57 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 17.23 feet; thence North 0 Degrees 8 Minutes 40 Seconds West 28.57 feet; thence North 89 Degrees 51 Minutes 20 Seconds East 0.31 feet; thence North 0 Degrees 8 Minutes 40 Seconds West 15.23 feet; thence South 89 Degrees 35 Minutes West 15.40 feet; thence South 0 Degrees 8 Minutes 40 Seconds East 15.16 feet; thence South 89 Degrees 51 Minutes 20 Seconds West 2.14 feet to the point of beginning, containing 726.261 square feet.

Unit No. B - 3944-1: Beginning at a point South 1,315.29 feet and West 279.70 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 0 Degrees 13 Minutes 43 Seconds West 17.25 feet; thence South 89 Degrees 46 Minutes 17

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Seconds East 28.50 feet; thence North 0 Degrees 13 Minutes 43 Seconds East 18.00 feet; thence South 89 Degrees 46 Minutes 17 Seconds East 0.75 feet; thence North 0 Degrees 13 Minutes 43 Seconds East 15.29 feet; thence South 89 Degrees 35 Minutes West 44.10 feet; thence South 0 Degrees 4 Minutes 15 Seconds West 32.34 feet; thence South 89 Degrees 46 Minutes 17 Seconds East 14.06 feet; thence North 0 Degrees 13 Minutes 43 Seconds East 0.03 feet; thence South 89 Degrees 46 Minutes 17 Seconds East 0.75 feet; thence North 0 Degrees 13 Minutes 43 Seconds East 17.25 feet to the point of beginning, subject to utility ingress, egress easement, containing 1,414.578 square feet.

Unit No. B - 3944-2: Beginning at a point South 1,333.34 feet and West 279.77 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 89 Degrees 46 Minutes 17 Seconds East 28.50 feet; thence South 0 Degrees 13 Minutes 43 Seconds East 17.18 feet; thence North 89 Degrees 46 Minutes 17 Seconds West 29.25 feet; thence South 0 Degrees 13 Minutes 43 Seconds West 1.32 feet; thence North 89 Degrees 46 Minutes 17 Seconds West 14.01 feet; thence North 0 Degrees 4 Minutes 15 Seconds East 19.00 feet; thence South 89 Degrees 46 Minutes 17 Seconds East 14.81 feet; thence South 0 Degrees 13 Minutes 43 Seconds West 0.50 feet, to the point of beginning, containing 769.180 square feet.

Unit No. B - 3944-3: Beginning at a point South 1,351.32 feet and West 279.84 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 89 Degrees 46 Minutes 17 Seconds East 28.50 feet; thence South 0 Degrees 13 Minutes 43 Seconds West 17.18 feet; thence North 89 Degrees 46 Minutes 17 Seconds West 29.25 feet; thence South 0 Degrees 1 Minute 43 Seconds West 0.49 feet; thence North 89 Degrees 46 Minutes 17 Seconds West 13.95 feet; thence North 0 Degrees 4 Minutes 15 Seconds East 17.15 feet; thence South 89 Degrees 46 Minutes 17 Seconds East 14.01 feet; thence North 0 Degrees 13 Minutes 43 Seconds East 0.52 feet; thence South 89 Degrees 46 Minutes 17 Seconds East 0.75 feet to the point of beginning, containing 742.273 square feet.

Unit No. B - 3944-4: Beginning at a point South 1,369.30 feet and West 279.91 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 89 Degrees 46 Minutes 17 Seconds East 28.50 feet; thence South 0 Degrees 13 Minutes 43 Seconds West 17.08 feet; thence North 89 Degrees 46 Minutes 17 Seconds West 26.85 feet; thence South 0 Degrees 13 Minutes 43 Seconds West 11.69 feet; thence North 89 Degrees 46 Minutes 17 Seconds West 16.27 feet; thence North 0 Degrees 4 Minutes 15 Seconds East 29.10 feet; thence South 89 Degrees 46 Minutes 17 Seconds East 13.95 feet; thence South 0 Degrees 13 Minutes 43 Seconds West 0.31 feet; thence South 89 Degrees 46 Minutes 17 Seconds East 0.75 feet to the point of beginning, containing 937.870 square feet.

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Unit No. C - 3946-1: Beginning at a point South 1403.85 feet and West 224.85 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 89 Degrees 44 Minutes East 16.85 feet; thence South 0 Degrees 16 Minutes West 29.07 feet; thence North 89 Degrees 44 Minutes West 0.20 feet; thence South 0 Degrees 16 Minutes West 13.58 feet; thence South 89 Degrees 35 Minutes West 17.00 feet; thence North 0 Degrees 16 Minutes East 13.79 feet; thence South 89 Degrees 44 Minutes East 0.35 feet; thence North 0 Degrees 16 Minutes East 29.07 feet to the point of beginning, containing 722.475 square feet.

Unit No. C - 3946-2: Beginning at a point South 1403.77 feet and West 242.80 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 89 Degrees 44 Minutes East 16.87 feet; thence South 0 Degrees 16 Minutes West 29.07 feet; thence South 89 Degrees 44 Minutes East 0.75 feet; thence South 0 Degrees 16 Minutes West 13.79 feet; thence South 89 Degrees 35 Minutes West 18.02 feet; thence North 0 Degrees 16 Minutes East 14.00 feet; thence South 89 Degrees 44 Minutes East 0.40 feet; thence North 0 Degrees 16 Minutes East 29.07 feet to the point of beginning, containing 740.799 square feet.

Unit No. C - 3946-3: Beginning at a point South 1403.69 feet and West 260.75 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 89 Degrees 44 Minutes East 16.87 feet; thence South 0 Degrees 16 Minutes West 29.07 feet; thence South 89 Degrees 44 Minutes East 0.68 feet; thence South 0 Degrees 16 Minutes West 14.00 feet; thence South 89 Degrees 35 Minutes West 18.00 feet; thence North 0 Degrees 16 Minutes East 14.22 feet; thence South 89 Degrees 44 Minutes East 0.45 feet; thence North 0 Degrees 16 Minutes East 29.07 feet to the point of beginning, containing 744.391 square feet.

Unit No. C - 3946-4: Beginning at a point South 1403.61 feet and West 278.70 feet from the Northeast corner of the Southwest Quarter of Section 34, Township 1 South, Range 1 East, SLB&M, and running thence South 89 Degrees 44 Minutes East 16.85 feet; thence South 0 Degrees 16 Minutes West 29.07 feet; thence South 89 Degrees 44 Minutes East 0.65 feet; thence South 0 Degrees 16 Minutes West 14.22 feet; thence South 89 Degrees 35 Minutes West 33.25 feet; thence North 0 Degrees 4 Minutes 15 Seconds East 49.22 feet; thence South 89 Degrees 46 Minutes 17 Seconds East 16.90 feet; thence South 0 Degrees 13 Minutes 43 Seconds West 5.53 feet; thence North 89 Degrees 44 Minutes West 1.0 feet to the point of beginning, containing 1048.862 square feet.

3. This Declaration as to divisions, covenants, restrictions, limitations, conditions and uses constitutes covenants which are to run with the land, and are binding on the Declarant as the Grantor and fee title owner of the above described property, her successors and assigns, and all subsequent owners of all or any part of the subject real property and improvements thereon, together with their respective grantees, successors, heirs, executors, administrators, devisees or assigns.

4. A description of the multifamily buildings, stating the principal materials of which they are constructed, the number of stories, the basements; and of the thirteen (13) units and their respective locations and identities, their number of respective rooms, their approximate areas, and their respective immediate common access areas, and other data necessary to each unit's proper identification are set forth in and upon the Record of Survey Map which is recorded with this Declaration in accordance with Section 57-8-13, Utah Code Annotated 1953 as amended, and to which reference is hereby made for all such information and by reference to such information the same is incorporated herein to comply with Section 57-8-10, Utah Code Annotated 1953 as amended. There is also recorded with this Declaration the Bylaws marked Exhibit "B" and incorporated herein.

5. A description of the "common areas and facilities" and the "limited common areas and facilities" and the use of any such areas and facilities reserved to each unit are set forth in the Definitions above, and referred to on the Record of Survey Map marked Exhibit "A" and recorded herewith.

6. The value of the complex for these purposes is \$644,350.00.

7. The value of each unit for the purposes herein intended, and the percentage of each undivided interest in the common areas and facilities appurtenant to each unit and its respective owner are as follows, to-wit:

<u>Unit Number</u>	<u>Value</u>	<u>Percentage</u>
Unit No. A - 3940	\$44,950.00	1/13th
Unit No. A - 3942-1	49,950.00	1/13th
Unit No. A - 3942-2	49,950.00	1/13th
Unit No. A - 3942-3	49,950.00	1/13th
Unit No. A - 3942-4	49,950.00	1/13th
Unit No. B - 3944-1	49,950.00	1/13th
Unit No. B - 3944-2	49,950.00	1/13th
Unit No. B - 3944-3	49,950.00	1/13th
Unit No. B - 3944-4	49,950.00	1/13th

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<u>Unit Number</u>	<u>Value</u>	<u>Percentage</u>
Unit No. C - 3946-1	\$49,950.00	1/13th
Unit No. C - 3946-2	49,950.00	1/13th
Unit No. C - 3946-3	49,950.00	1/13th
Unit No. C - 3946-4	49,950.00	1/13th

8. The multifamily buildings and appurtenances including each unit are intended and restricted to the use of individual housing purposes.

9. The name of the person to receive service of process authorized by law or pursuant to the Act is Greg F. Schenk, and his place of business or residence is 200 Arlington Circle, Salt Lake City, Utah 84113.

10. Olympus View Condominiums, including the areas and facilities appurtenant thereto, shall be managed, operated, administered and maintained by a management committee as agent of the respective unit owners in accordance with the terms, conditions and provisions of:

- (1) The Act;
- (2) This Declaration;
- (3) The Bylaws attached hereto as Exhibit "B" and any amendments thereto, and by this reference the said Bylaws are included herein and a part of this Declaration;
- (4) Such Rules and Regulations as adopted from time to time by the management committee; and
- (5) All agreements and determinations lawfully made by the management committee respecting the administration and management of complex.

11. In the event of damage or destruction to any unit by fire, the owner(s) involved shall be responsible for its repair and restoration, and shall be entitled to all proceeds of funds paid pursuant to any insurance policy providing coverage for that unit so damaged; however, in the event that there is damage to any common or limited area, i. e. walls, roof, structure, etc. then in that event the same shall be caused to be repaired and restored by the management committee out of the proceeds of funds paid pursuant to any insurance policy providing coverage for such damage.

If any question should arise that would require a decision of whether or not to rebuild, repair, restore or sell the respective interests of the owners of any multifamily building damaged by fire, the same shall be decided by a unanimous vote of the owners of the units of that certain multifamily building, or, if necessary, by the majority vote of the management committee whose decision is final.

12. The management committee shall insure that all of the multifamily buildings are at all times covered by fire, liability and property damage insurance in the name or names of such person or persons and in such amounts as the management committee may from time to time determine to be proper, necessary and adequate.

13. The individual unit owners shall carry insurance coverage of their own on such of their individual property as may be located in their respective units, and shall procure such further insurance coverage respecting their use, ownership or occupation of their individual units as they may deem necessary.

14. This Declaration and/or Record of Survey Map may be amended by the management committee by a vote of not less than nine (9) members (one vote for each unit) at a meeting duly called and held for that purpose by duly executed and recorded instruments.

15. Each unit owner, tenant<sup>or</sup>/occupant of any unit shall comply with the provisions of the Act, This Declaration, the Bylaws and the rules and regulations referred to herein, 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 any of the provisions of the Act, this Declaration, the Bylaws and the rules and regulations referred to above, and all agreements and determinations lawfully made and/or entered into by the management committee, including any amendments thereto, shall be grounds for an action by the said committee to recover any loss or damage resulting therefrom, or for such other relief as is deemed necessary.

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

17. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws, and rules and regulations adopted pursuant thereto, and as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into a lease, or the entering into the occupancy of any unit shall constitute an acceptance of the provisions of these instruments herein mentioned, and as they may be amended from time to time, by any owner, tenant

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or occupant.

The provisions contained in these instruments shall be covenants running with the land (units) and shall bind any person having at any time any interest or estate in any unit of the complex as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof.

18. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Act, and are made to comply with same. In case any of the provisions of this Declaration conflict with the provisions of the Act, it is hereby agreed and accepted that the provisions of the Act will apply.

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

20. This Declaration shall take effect upon its being recorded in compliance with the provisions of the Act.

IN WITNESS WHEREOF the Declarant has prepared and executed this Declaration to comply with the provisions of the Act, this 13<sup>th</sup> day of ~~December~~ January, 1977.

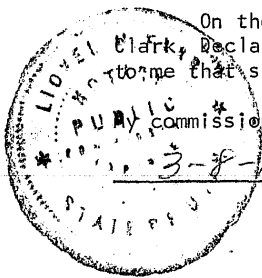
*Lois T. Clark*

Declarant

STATE OF UTAH :  
: ss  
COUNTY OF SALT LAKE :

On the 13<sup>th</sup> day of January, 1977, personally appeared before me Lois T. Clark, Declarant, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

My commission expires: 3-8-1980



*Lois M. Farr*

Notary Public  
Residing at Salt Lake City, Utah

EXHIBIT "B"

BYLAWS of OLYMPUS VIEW CONDOMINIUMS,  
located at 3940 - 3946 South 23rd East,  
Salt Lake City, Utah 84117.

THESE BYLAWS are made pursuant to Section 57-8-16, Utah Code Annotated  
1953 as amended, for the purpose of administering the property known as "OLYMPUS  
VIEW CONDOMINIUMS" and to comply with the Utah Condominium Ownership Act.

ARTICLE I

Definition of Terms

The words "Olympus View Condominiums" mean the multi-unit complex con-  
sisting of three (3) buildings of a total of thirteen (13) multi-family units  
located at 3940 - 3946 South 23rd East, Salt Lake City, Utah 84117.

The words "owner" or "owners" mean the respective unit owner or owners  
of the respective multi-family units in the Olympus View Condominiums.

The word "complex" means all of the condominium project located at 3940  
to 3946 South 23rd East, Salt Lake City, Utah 84117, including the real property  
and all improvements, and which is more particularly described as follows:

Beginning at a point 1298.06 feet South from the Northeast  
corner of the Southwest Quarter of Section 34, Township 1  
South, Range 1 East, Salt Lake Base & Meridian and running  
thence South 89 Degrees 35 Minutes West 292.74 feet; thence  
South 0 Degrees 4 Minutes 15 Seconds West 146.85 feet;  
thence North 89 Degrees 35 Minutes East 134.74 feet; thence  
North 0 Degrees 4 Minutes 15 Seconds East 73.35 feet;  
thence North 89 Degrees 35 Minutes East 158.00 feet; thence  
North 0 Degrees 4 Minutes 15 Seconds East 73.50 feet to the  
point of beginning, containing 0.65 acres.

The word "committee" means the management committee which governs Olympus  
View Condominiums according to these Bylaws.

The word "act" means the Utah Condominium Ownership Act.

ARTICLE II

Management Committee

A committee is hereby authorized and established for the purpose of  
governing Olympus View Condominiums pursuant to these Bylaws, which shall  
consist of as many members as there are unit owners, one person representing  
each owner of a unit or units, and which shall not exceed a total of thirteen  
(13) members of one (1) member per unit.

The committee is established as an agent of the owners of the subject

Recorded at Request of \_\_\_\_\_  
in Fee Paid \$ \_\_\_\_\_ KATIE L. DIXON, Recorder,  
Salt Lake County, Utah, By \_\_\_\_\_ Dept. Date \_\_\_\_\_  
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multi-family units, and the acts and duties of the committee performed in accordance with these Bylaws are performed as the agents of the owners.

Should there be more than one owner of a unit, it shall be the responsibility of such owners to appoint the member of the committee. The committee shall be self-perpetuating and when a member sells his (her) unit the succeeding owner shall automatically become a member of the committee. The committee shall be responsible for the proper maintenance, repair and replacement of the common area of the complex.

The committee shall be directed by one of its members who shall be known as the Committee Chairman (Chairwoman), and who shall be elected by a majority vote at any meeting duly called and held in accordance with these Bylaws.

There shall also be elected from the committee a vice-chairman (chairwoman) who shall act in the absence of the chairman (chairwoman). The same shall be elected by a majority vote at the same time as the chairman (chairwoman).

The committee shall be properly organized at all times, and in the event that it is not so organized, any member may be appointed chairman (chairwoman) by not less than nine (9) owners by a Petition duly signed for this purpose.

A unit owner becomes a member of the committee automatically on the day that he (she) becomes the owner of any multi-family unit of the subject Olympus View Condominiums not to exceed the total number of thirteen (13) as hereinabove contemplated.

The committee is authorized and directed to make all rules and regulations necessary and proper for the government, control and administration of the complex, to employ and discharge any and all personnel it deems necessary for the management, maintenance and overall care and control of the complex, and to collect and spend the monthly assessment and give an annual accounting of all such funds received and disbursed.

The adoption of any rule and regulation by the committee shall be done at any regular or special meeting called for that purpose, and after notice in writing to each member has been given which includes a statement of the proposed

rule and regulation to be adopted, amended or deleted, or whatever the business might be.

All members of the committee shall cast their respective votes either in person or by proxy, or by failure to vote consent to the simple majority vote of the quorum so constituted, and thereby be bound by the results of any such valid meeting. When all members of the committee are present or vote then a majority shall be nine (9) members.

### ARTICLE III

#### Meetings

Section 1: Annual Meeting: The annual meeting of the committee shall be held at 2:00 o'clock P. M. on the 30th day of December, in the unit designated by written notice, and on the 30th day of December of each year thereafter in the unit of the member who is Chairman (Chairwoman) or Vice-chairman (Vice-chairwoman), for the year in which the meeting is held; provided, however, that the annual meeting may be held at any other time as the members of the committee may determine by a simple majority vote.

Section 2: Regular Meetings: Regular meetings of the committee shall be held at least once a month. The first regular meeting shall be held within thirty (30) days after the first nine (9) units have been sold. At such first meeting the committee shall be organized, and shall determine the day of the month on which the committee shall meet for its regular meeting.

Section 3: Special Meetings: Special Meetings of the committee may be called by the Chairman (Chairwoman) by written notice stating time, place and purpose of the meeting, or upon a petition signed by a simple majority of the committee members and stating the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice or petition unless by consent of a simple majority of the owners present, either in person or by proxy.

Section 4: Notices: Notice of all meetings shall be given in writing at least twenty-four (24) hours before the time fixed for the meeting. Said notice shall describe the order of business to be transacted.

Section 5: Meetings: Whenever all members of the committee meet, such meetings shall be valid for all purposes. Whenever all absent members have ac-

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knowledge in writing receipt of notice, and a quorum consisting of at least nine (9) members is present at any meeting such meeting shall be valid for all purposes. A member may be present at any meeting by proxy. Any business may be transacted by written consent of a simple majority when all members are present, either in person or by proxy.

Section 6: Service of Notice: Notices may be served either in person, or by mailing the notice at least five (5) days but not more than ten (10) days prior to any Annual or Special Meeting. Proof of mailing of a notice shall be considered notice served.

Section 7: Adjourned Meetings: If any meeting of owners cannot be held because a quorum has not attended, the members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

#### ARTICLE IV

##### Assessments

Section 1: A monthly assessment against each unit owner will be determined by the committee which may be increased or decreased as the expenses of the complex dictate. Each such assessment shall be paid before the 5th day of each month to the person and place designated by the committee.

Section 2: Should any owner fail to timely pay any assessment when due, the committee is hereby authorized and empowered to enforce collection of same by any right or remedy authorized by law, by the Act, the Declaration, these Bylaws, or any other remedy available for such purpose and including the filing of a Notice of Lien at anytime after serving a five (5) days notice and failure to remedy the matter.

#### ARTICLE V

##### Maintenance Responsibility of Owners

The owners of each respective unit shall perform or accomplish the necessary repairs, operation and maintenance of their respective unit at their own expense, and each owner shall keep his unit in good order, condition and repair, and in a clean and sanitary condition. Such owner shall do all redecorating, painting and whatever else which may be necessary to maintain the good appearance

of his unit. Each owner shall be responsible for damage to other units caused or resulting from his failure or neglect to properly maintain his unit.

#### ARTICLE VI

##### Amendment of Bylaws

These Bylaws may be amended by the affirmative vote of nine (9) or more members of the committee at any regular or special meeting called for that purpose, and after proper notice in writing has been given to each member. Each such amendment shall become effective immediately upon its being duly recorded pursuant to Sections 57-8-12 and 57-8-15, Utah Code Annotated 1953 as amended.

#### ARTICLE VII

##### Compensation

Neither members nor officers of the committee shall receive compensation for their services.

#### ARTICLE VIII

##### Officers

The officers of the committee shall be a chairman (chairwoman) and a Vice-chairman (chairwoman), both of whom shall be elected at a meeting duly called and held for that purpose, and shall so serve until a replacement has been duly elected to serve in either capacity. Either officer may resign at anytime, and such resignation shall be effective immediately upon the selection of his (her) replacement.

A Secretary-Treasurer shall be appointed by the committee to keep minutes of the meetings of the committee, have custody and control of any funds of the committee and account for same and make a financial report as requested and especially for the annual meeting, and permit the funds to be disbursed only after committee approval and the signature of at least two designated members.

#### ARTICLE IX

##### Taxes and Insurance

Section I: Taxes. It is acknowledged that under the Utah Condominium Ownership Act each unit, and each of said unit's percentage or undivided interest in the common and limited areas and facilities of the complex are subject to separate assessment and taxation by each assessing unit and special districts



for all types of taxes which may be assessed against his (her) respective unit, and against the percentage of any undivided interest he (she) owns in the complex; and against any items of personal property located in any unit of which he (she) is the owner.

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

(a) Fire and Extended Coverage. In an amount of not less than \$365,000.00. As between the owners of the respective units participation in any proceeds realized by the committee from said insurance will be on the basis of damages sustained. In the event such owners cannot agree to such participation, the decision of the committee shall be conclusive. Each owner shall be responsible for securing and maintaining such insurance coverage as desired on any items of personal property he (she) may have in or on his (her) particular unit.

(b) Public Liability Coverage. Comprehensive general liability in the amount of \$200,000.00.

#### ARTICLE X

##### 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 said units in case of an emergency originating in or threatening such unit or any part of the complex, 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 limited or common area as required for the purposes of making necessary repairs or inspections for maintenance on the common and limited common areas and facilities of the complex.

Section 2: By Owners: All owners and their duly authorized agents and representatives shall have the right to enter any of said units for emergency purposes or repairs as may become necessary to protect the complex or individual units; provided that the owner of such unit shall be notified if available and time permits.

ARTICLE XI

Parking Facilities

The complex will have parking facilities as shown by the record of survey map to which reference is made in the Declaration recorded jointly with these Bylaws. Said facilities shall be and remain a part of the limited common areas and facilities, and each unit owner shall have the right to the exclusive use of such assigned parking space as granted in connection with the ownership of his (her) unit.

ARTICLE XII

Nuisances - Pets

No owner or occupant shall cause, permit or suffer any nuisance to be created or carried on in any unit of which he (she) is the owner or occupant. In no event shall dogs be permitted in any of the common and limited areas and facilities of the complex unless carried on 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 animal or pet in the complex. The keeping of pets within the complex shall be subject to such further rules and regulations as the committee may adopt and prescribe.

ARTICLE XIII

Application

All present and future owners, mortgagees, lessees, and occupants of units, and any other persons who may use the facilities of the complex in any manner whatsoever are subject to these Bylaws, the Declaration, and any rules and regulations pertaining to the use and operation of the complex, which may be enacted hereafter. The acceptance of a deed or conveyance, or the entering into a lease, or the act of occupancy of a unit, or the entering upon the premises of the complex, shall constitute an acceptance of the provisions of these Bylaws, the Declaration, and any rules and regulations pertaining to the subject complex, and an agreement to comply therewith.

ARTICLE XIV

Compliance

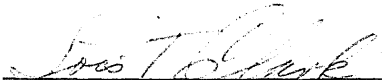
These Bylaws are set forth to comply with the requirements of Section

57-8-16, of the Utah Condominium Ownership Act, Utah Code Annotated 1953 as amended.

In case any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the Act will apply.

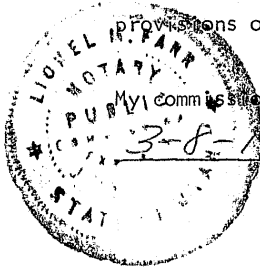
These Bylaws shall take effect upon there being recorded as provided by Sections 57-8-12 and 57-8-15, of the Act, Utah Code Annotated 1953 as amended.

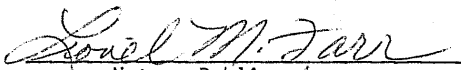
IN WITNESS WHEREOF the Declarant has prepared and executed these Bylaws to comply with the provisions of the Act, this 15<sup>th</sup> day of <sup>January</sup>~~December~~, 1978.

  
\_\_\_\_\_  
Lois T. Clark, Declarant

STATE OF UTAH :  
                                  : SS  
COUNTY OF SALT LAKE :

On the 13<sup>th</sup> day of <sup>January</sup>~~December~~, 1978, personally appeared before me, Lois T. Clark, who being by me duly sworn did say that she signed the above and foregoing instrument and acknowledged to me that she signed the same as her own voluntary act and deed, and for the purpose of complying with the provisions of the Utah Condominium Ownership Act.



  
\_\_\_\_\_  
Notary Public  
Residing at See 1st City, Utah

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