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Recorded by SECURITY TITLE COMPANY
Request of KATHIE L. DIXON
Fee Paid KATHIE L. DIXON
Recorded Salt Lake County, Utah
By Cheryl Warrington

DECLARATION OF CONDOMINIUM

OF

SPRINGTREE

A Prowswood Open Space Community Condominium

180904 Charles

THIS DECLARATION is made and executed this 28th day of September, 1977, by PROSWOOD, INC., a Utah Corporation, (hereinafter referred to as "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-1 through 57-8-36, Utah Code Annotated (1953), as amended).

R E C I T A L S:

A. Declarant is the owner of the tract of real property more particularly described in Exhibit "B" attached hereto.

B. Declarant has constructed, or is in the process of constructing, upon said tract a Condominium Project, including certain Units and other improvements. All of such construction has been, or is to be, performed in accordance with the plans and specifications contained in the Record of Survey Map.

C. Declarant desires, by filing this Declaration and the Record of Survey Map, to submit said tract and all improvements now or hereafter constructed thereon to the provisions of the Act as a Condominium Project to be known as the "Springtree Condominium Project".

D. Declarant intends to sell to various purchasers the fee title to the individual Units contained in the Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, restrictions, and limitations herein set forth.

E. It is anticipated by Declarant that the Project created hereby will be but the initial phase of a larger project which ultimately may come into existence. Accordingly, Declarant desires to reserve the right to include each additional Phase as a part of one Project consisting of all phases which may be completed at any given time.

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

I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the

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When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the

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meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1. Act shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-36, Utah Code Annotated (1953), as the same may be amended from time to time.

2. Declaration shall mean and refer to this Declaration.

3. Declarant shall mean and refer to Prowswood, Inc., a Utah Corporation, and its successors and assigns.

4. Record of Survey Map and Map shall mean and refer to the Record of Survey Map filed herewith, consisting of two (2) sheets, and prepared and certified to by Dean Bain Mortensen, a duly registered Utah Land Surveyor.

5. Property shall mean and refer to the land, the buildings, all improvements and the structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

6. Management Committee and Committee shall mean and refer to the Management Committee of the Springtree Condominium Project.

7. Common Areas and Facilities and Common Areas shall mean, refer to, and include:

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

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

(c) All Limited Common Areas and Facilities.

(d) All foundations, columns, girders, beams, supports, perimeter walls, roofs, and lobbies constituting a portion of or included in the improvements which comprise a part of the Project, and any stairs, stairways, entrances, and exits which are designed for the use of more than one Unit.

(e) All apparatus, installations, and facilities included within the Project and existing for common use.

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

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

(h) All "Common Areas and facilities" so defined in the Act, whether or not expressly listed herein.

8. Limited Common Areas and Facilities and Limited Common Area shall mean and refer to those Common Areas and Facilities designated herein or in the Survey Map as reserved for the use of a certain Unit or Units to the exclusion of the other Units. Limited Common Areas consist of enclosed parking spaces, balconies and storage areas which are indicated in the Map by double-crosshatching.

9. Condominium Unit and Unit means and refers to one of the Units intended for independent use as defined in the Act and as shown (single cross-hatched) in the Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

10. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A" and in the Map.

11. Unit Owner or Owner shall mean and refer to the owner of the fee in a Unit and the percentage of undivided interest in the Common Areas and Facilities which is appurtenant thereto. The Declarant shall be deemed the owner of all unconstructed or unsold Units. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall, unless the seller and the purchaser have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for purposes of voting and Committee membership.

12. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, the Management Agreement for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt.

13. Condominium Project and Project shall mean and

refer to the Springtree Condominium Project.

14. Entire Tract shall mean and refer to the following described tract of land situate in Salt Lake County, State of Utah, together with all appurtenances thereto:

Parcel #1

Begin at a point on the Easterly line of Willows Condominium and the North line of 5600 South Street said point being South 1229.32 feet and West 880.31 feet from the Northeast corner of Section 18, T.2 S., R.1 E., S.L.B. & M. said point also being N. 87°57'40" W. 23.84 feet and N. 1°00' E. 33.00 feet from a Salt Lake County monument in the centerline of said 5600 South Street and running thence along said Easterly line of said Willows Condominium N. 1°00' E. 420.50 feet, thence N. 6°41'30" E. 108.62 feet, thence N. 71°01'10" W. 3.32 feet, thence N. 11°30' W. 55.01 feet, thence N. 80°00' 35" E. 305.76 feet, thence N. 0°12'25" W. 111.15 feet, thence N. 37°04'55" W. 135.30 feet to a fence line, thence N. 80°22'36" E. 9.65 feet, thence North 146.79 feet to an existing hub and tack, thence East 126.90 feet to an existing hub and tack thence N. 1°03'40" W. 123.50 feet, thence East 153.33 feet to a point South 102.00 feet and West 367.82 feet from said Northeast corner of Section 18, thence South 278.00 feet, thence S. 15°08'50" W. 52.11 feet, thence S. 18°02' E. 85.50 feet; thence S. 80°25'40" W. 76.10 feet, thence S. 2°20'10" W. 119.40 feet, thence S. 12°51'50" W. 79.06 feet, thence N. 79°00' W. 23.53 feet, thence S. 9°30' W. 477.418 feet, to said North line of 5600 South Street, thence N. 87°57'40" W. 355.48 feet to the point of beginning.

Parcel #2

Beginning at a point on Easterly line of Willows Condominium said point being South 646.02 feet and West 874.42 feet from the Northeast corner of Section 18, T.2 S., R. 1 E., S.L.B. & M. and running thence N. 80°00'35" E. 305.76 feet, thence N. 0°12'25" W. 111.15 feet, thence N. 87°04'55" W. 135.30 feet to a fence line, thence S. 80°22'36" W. 269.14 feet, thence S. 11°30' E. 231.78 feet along Easterly line of Willows Condominium to the point of beginning.

The land which this Declaration submits to the terms of the Act comprises only a part of the Entire Tract. A description of the

Entire Tract is set forth in this Declaration solely for purposes of identification. This Declaration is not intended and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any real property or interests in real property other than the land which this Declaration expressly submits to the provisions of the Act.

15. Tract shall mean and refer to each portion of the Entire Tract which is separately submitted to the terms of the Act with the intention that it shall thereby comprise, or in the future may become, a part of the Project. The real property which Article II of this Declaration submits to the terms of the Act constitutes a Tract.

16. Additional Land shall mean and refer to any land or an interest therein which may come from time to time to be added to the Project as an expansion thereof under the terms and conditions of this Declaration. Such additional land may include all or part of the following described tract of land and situate in Salt Lake County, State of Utah, together with all appurtenances thereto, to-wit:

Beginning at a point on Easterly line of Willows Condominium said point being South 646.02 feet and West 874.42 feet from the Northeast corner of Section 18, T.2 S., R. 1 E., S.L.B. & M. and running thence N. 80°00'35" E. 305.76 feet, thence N. 0°12'25" W. 111.15 feet, thence N. 87°04'55" W. 135.30 feet to a fence line, thence S. 80°22'36" W. 269.14 feet, thence S. 11°30' E. 231.78 feet along Easterly line of Willows Condominium to the point of beginning.

The description of the Additional Land above set forth is solely for purposes of identification since Declarant does not presently own the same and is not intended and shall not be deemed to constitute any lien, encumbrance, restriction or limitation upon any real property or interest in real property other than the land which this Declaration expressly submits to the provisions of the Act, which land is expressly described in Exhibit "A" hereof.

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

18. Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

19. Mortgagee shall mean any person named as a Mortgagee or beneficiary under or holder of a deed of trust.

II. SUBMISSION

Declarant hereby submits to the provisions of the Act the real property situated in Salt Lake County, State of Utah, particularly described in Exhibit "B" attached hereto and made a part hereof.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

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

1. Description of Improvements. The improvements included in the Project are now or will be located on the Tract described in Exhibit "B", and all such improvements are described in the Map. The Map indicates the number of stories, the number of Units which are contained in the buildings, which comprise a part of such improvements, the dimensions of the Units, the recreational areas at the facilities such as the Social Center, Pool, Paddle Tennis Courts, the Pond, and all other Common Areas thereof. There are 104 Units contained in thirteen buildings, with each building containing eight units. Fifty-two units are located on the second level of each building and are designated A, B, E, and F. Fifty-two of the Units are located on the third level of each building and are designated C, D, G and H. Every building has three levels. Each Unit contains approximately 1320 square feet. Each Unit has two parking spaces as limited common area, located in the basement of the buildings, such parking spaces being identified with the same letter (A, B, etc.) by which the Unit is identified. All buildings are of wood frame construction with prefinished exterior siding and soffit with asphalt shingled roof.

2. Description and Legal Status of Units. The Map shows the Unit designation by capital letters of each Unit, its location, dimensions from which its area may be determined, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units are residential Units. All Units shall be capable of being independently owned, encumbered, and conveyed.

3. Contents of Exhibit "A". Exhibit "A" to this Declaration furnishes the following information with respect to each Unit: (a) The Building and Unit Designation; (b) Its par value based on points; and (c) Its appurtenant percentage of undivided ownership interest in the Common Areas.

4. Common and Limited Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described

and identified in Article I of this Declaration. Neither the percentage of undivided interest in the Common Areas and Facilities nor the right of exclusive use of a Limited Common Area and Facility shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate. Each Unit Owner shall at its own cost keep the Limited Common Areas designed for exclusive use in connection with his Unit in a clean, sanitary and attractive condition at all times.

5. Computation of Undivided Interests. The proportionate share of the Unit Owners in the Common Areas and Facilities of the Project is based on the par value that each of the Units bears to the total par value of all the Units. Each Unit is assigned a par value of 80. Accordingly, the total par value of all Units in the Project is 8,320. The proportionate ownership in the Common Areas shall be for all purposes including, but not limited to, voting and assessment for Common Expenses. The maximum interest for each of the Unit Owners in the Common Areas shall be as set forth in aforesaid Exhibit "A". Such maximum interest shall be subject, as to each Unit Owner, to diminution to a minimum of .6578% in the event the Project is expanded to the maximum number of units set forth in Paragraph 26.

6. Unit Maintenance. Each Owner shall at his own cost and expense maintain, repair, paint, re-paint, tile, tax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceiling, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with, his Unit. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit.

7. Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either to the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the tract, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

8. Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Committee, as its agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of Unit Owners; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Committee by assessment.

9. Right of Ingress, Egress, Lateral Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to the Limited Common Areas designated for use in connection with his Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

10. Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

11. Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the Tract above described in Article II for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.

12. Use of Condominium and Common Areas.

(a) Each of the Units in the Project is intended to be used for single family residential housing and is restricted to such use.

(b) There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Committee. The Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall

be kept or stored on any part of the Common Areas without the prior written consent of the Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Committee.

(c) Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Committee, but for such activity, would pay, without the prior written consent of the Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Committee and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

(d) No Owner shall violate the rules and regulations for the use of the Units and of the Common Areas as adopted from time to time by the Management Committee.

(e) No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Committee.

(f) No recreational vehicle (boats, campers, trailers, motor homes, or similar items) shall be parked on any portion of the Common Areas except for temporary parking.

(g) No signs whatsoever shall be erected or maintained in the Common Areas without the prior written consent of the Committee, except: (i) Such signs as may be required by legal proceedings, and (ii) such signs as Declarant may erect or maintain incident to sale of Units.

(h) Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarant nor the Committee shall interfere with the completion of improvements and sale of the remaining Units. The Declarant may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office and personnel in the building designated "Social Center" in the Map, the showing of the Units, showing of the Common Areas, and the conducting of advertising and promotional programs.

13. Status and General Authority of Committee. The Condominium Project shall be managed, operated, and maintained by the Management Committee as agent for the Unit Owners. The Committee shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (j) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:

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

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

(c) The power to sue and be sued.

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

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

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

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

(h) The authority to license persons not otherwise entitled to use any of the recreational areas and facilities to use the same from time to time as the Committee deems appropriate upon payment of fees prescribed by it to help defray the cost of maintenance thereof.

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

(j) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

14. Manager. The Committee may carry out any of its functions which are capable of delegation through a Project Manager. Any Manager retained for such purposes must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

15. Composition of Management Committee. The Committee shall be composed of five members except as hereinafter provided, at the first regular Owners' meeting three Committee members shall be elected for two-year terms and two members for a one-year term. At each annual Owners meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a two-year term. Members shall serve on the Committee until their successors are elected and qualify. Only Unit Owners and officers and agents of corporate owners shall be eligible for Committee membership. At the annual meeting each Unit Owner may vote his percentage of undivided ownership interest favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that until the first regular Owners meeting held in September, 1979 Declarant alone shall be entitled to select all Committee members. Until the first annual meeting of the Owners, the members of the Committee shall be the following persons and each shall hold the office indicated opposite his name:

Chairman	Robert W. Wood
Vice-Chairman	Richard S. Prows
Secretary	Lee Van Dam
Treasurer	Reed Harding
Assistant Secretary	Ronald Morgan

Declarant, prior to the Turn-Over Date mentioned in Paragraph 23, may appoint three Unit Owners as hold over members of the Committee to hold office ending two years from such Turn-Over Date. If such hold over members should be appointed, then at the first regular meeting of Owners only two Committee Members shall be elected for a one-year term.

In the event a Committee seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a

replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business. The Committee may fix such compensation for any member as may be reasonable in light of the Committee duties which that member is required to perform.

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

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

(b) Vice Chairman. The Vice Chairman shall have all the powers of the President in the event of the latter's absence or inability to act.

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

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

(e) Assistant Secretary shall have all the powers of the Secretary in the event of the latter's absence or inability to act.

17. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at regular intervals at such time and place as the

Committee may provide. No notice need be given of regular Committee meetings.

Special Committee meetings shall be held whenever called by the Chairman or a majority of the Committee. Either oral or written notice of special meetings shall, unless a waiver of such notice is signed by all members, be given to each Committee member at least 24 hours before the time fixed for the meeting. Any meeting attended by all Committee members shall be valid for all purposes.

A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.

18. Owners Meetings. The first regular meeting of the Unit Owners shall be held at 7:00 p.m. on the second Tuesday in September, 1979, and subsequent regular meetings shall be held on the second Tuesday in September of each succeeding year. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at a location in Salt Lake County, Utah specified in the notice of meeting. At least 10 days before the date of the regular meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each Unit at his last known address. Such notice shall state the time, place, and general purpose of the meeting.

Special meetings of the Owners may be called by the Chairman, by a majority of the Committee members, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least four days before the date set for a special meeting written notice such as that described in the immediately preceding paragraph shall be personally delivered or mailed postage prepaid to each Unit Owner at his last known address.

No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting shall be valid for all purposes. A quorum for the transaction of business at an Owners meeting shall consist of a majority of all the undivided ownership interest in the Project. In the event a quorum is not present at an Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than 48 hours, and no later than 30 days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. A quorum for the transaction of business at the rescheduled meeting shall be 25% of all the undivided ownership interest in the Project.

19. Capital Improvements. Additions or capital improvements to the Project which cost no more than \$5,000.00 may be authorized by the Management Committee alone. Additions

or capital improvements the cost of which will exceed such amount must, prior to being constructed, be authorized by at least a majority of the undivided ownership interest in the Project. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed, be authorized by at least 67% of the Project's undivided ownership interest.

20. Operation and Maintenance; Apportionment of Common Expenses. The Committee shall provide for such maintenance and operation of the Common and Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive, and generally in good condition and repair. The Committee shall have no obligation regarding maintenance or care of Units. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their respective undivided interest in the Common Areas, provided, however, that until a Unit has been both fully improved with all utilities installed and occupied for the first time as a residence, the monthly assessment applicable to such Unit shall be ten percent (10%) of the monthly assessment fixed for other Units.

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

22. Remedies for Nonpayment. Should any Unit Owner fail to pay when due his share of the Common Expenses, the Committee may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Expense assessments. Regardless of the terms of any agreement to which the Committee is not a party, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any person holding an ownership interest in the Unit concerned, against the interest which is held by him, against either or both the seller or purchaser under an executory contract of sale covering the Unit concerned, against the interests in the Unit which are held by any such seller or purchaser, and against any combination or all of such persons and interests. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and a reasonable attorney's fee. In the event of foreclosure, after the institution of the action

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the Unit Owner shall pay a reasonable rental for his use of the Unit and the Committee shall, without regard to the value of the Unit, be entitled to the appointment of a receiver to collect any rentals due from the Owner or any other person.

23. Turn-Over of Management. Notwithstanding anything to the contrary contained in the Declaration, Declarant reserves the right at any time to relinquish control of the Committee contained in Paragraph 15 of Section III. In the event Declarant elects so to do, it shall notify all Unit Owners of such election at least forty-five days prior thereto stating the effective date of such relinquishment (hereinafter the "Turn-Over Date"). Unit Owners shall thereupon call a special meeting of Unit Owners for the purpose of electing a new Committee to take office as of the Turn-Over Date. Declarant covenants to cooperate with Unit Owners or their committee during the period of transition. Further, Declarant shall cause all obligations of the Committee for Common Expenses billed prior to the Turn-Over Date to be paid in full by the Committee on or before such date. Accordingly, it is anticipated that the cash position of the Committee as of the Turn-Over Date will be zero.

24. Insurance. The Management Committee shall secure and at all times maintain the following insurance coverages:

(i) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of the entire Project. Such policy or policies shall be made payable to the Committee and all persons holding an interest in the Project or any of the Units, as their interests may appear.

(ii) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the Project or of any Unit which may arise among themselves, to the public, and to any invitees or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than \$250,000.00 for any person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 for property damage resulting from one occurrence. The policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of any Unit Owner because of negligent acts of the Committee, Association of Owners or other owners and a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

(iii) The Committee shall maintain fidelity coverage to protect against dishonest acts on the part of Committee members, Manager and employee of the Committee and all others who handle, or are responsible for handling, funds of the Committee.

The following additional provisions shall apply with respect to insurance:

(a) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be

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customarily insured against in connection with condominium projects similar to the Project in construction, nature, and use, including but not limited to, flood insurance.

(b) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

(c) The Committee shall have the authority to adjust losses.

(d) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.

(e) Each policy of insurance obtained by the Committee shall, if possible, provide: a standard mortgagee clause; a waiver of the insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents, and guests; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Unit Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Committee or of the Manager without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners; and that a mortgagee clause endorsement providing that there shall be not less than 10 days notice of reduction or cancellation relating to any of the policies.

(f) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a copy of his policy within 30 days after he acquires such insurance.

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

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

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

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

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

Any reconstruction or repair which is required to be carried out by this Paragraph 25 regarding the extent of damage to or destruction or Project improvements shall be made by three MAI appraisers selected by the Management Committee. The decision of any two such appraisers shall be conclusive.

26. Expansion of the Project.

(a) Reservation of Option to Expand. Declarant hereby reserves the option to expand the Project to include additional Units. This option to expand shall expire seven years from the effective date of the Declaration unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said seven years. Such right may be exercised without first obtaining the consent or vote of Unit Owners and shall be limited only as herein specifically provided. Such Units shall be constructed on Additional Land. The total number of Units in the Project, as expanded, shall not exceed 152 Units.

(b) Expansion Declarations and Maps. Such expansion may be accomplished by the filing for record by

Declarant in the office of the County Recorder of Salt Lake County, Utah, no later than seven years from the date this Declaration is recorded, a Declaration (s) containing a legal description of the site or sites for new Units, together with a Map(s) containing the same information with respect to the new Units as was required on the Map with respect to the Units of this Declaration. The expansion may be accomplished in one expansion or in phases.

(c) Expansion of Definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. E.g., "Tract" shall mean the real property hereinabove described in Exhibit "B", plus any additional real property added to the Project by a Declaration(s), and reference to this Declaration shall mean this Declaration as well as subsequent Declaration(s). The recordation in the office of the Salt Lake County Recorder of a Map incident to any expansion shall operate automatically to grant, transfer, and convey to the Owners of Units in the Project as it existed before such expansion the respective undivided interests set forth in Exhibit "B" hereto in the new Common Areas added to the Project as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Unit in the Project as it existed interest so acquired by the Owner of the Unit encumbering the new Common Areas added to the Project as a result of such expansion.

(d) Declaration Operative on New Units. The expanded Units and Common Areas shall be subject to all the terms and conditions of this Declaration and of subsequent Declaration(s), incident to expansion of the Project, and the Units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon recording such Map and Declaration in the said office of the Salt Lake County Recorder.

(e) Right of Declarant to Adjust Percentages of Common Areas. Each deed of a Unit shall be deemed to irrevocably reserve to the Declarant the power to appoint to Unit Owners, from time to time, the percentages in the Common Areas set forth in Declaration incident to expansion. The proportionate interest of each Unit Owner in the Common Areas after any expansion of the Project shall be based on the par value that his Unit bears to the total part value of all Units of the Project as expanded. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of the Common Areas in accordance with subsequent Declarations(s) recorded pursuant hereto and each deed of a Unit in the Project shall be deemed a grant of such power to said attorney in fact. Various provisions of this Declaration and deeds and mortgages of the Units may contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common Areas can be accomplished.

Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Common Areas may be effected more than seven years after the effective date of this Declaration.

Accordingly, upon the recordation of a future Declaration and Map incident to any expansion, the revised schedule of undivided interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supercede any similar schedule which was contained in any Declaration associated with any prior phase. In the event the provisions of the separate instruments relating to the Project conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

(f) Interest in Common Areas Upon Expansion. The total par value of the Units, as aforesaid, in the Project is 8,320. In the event the Project is expanded to the maximum number set forth in paragraph 26 hereof, the total par value will be 14,000. The undivided interest in the Common Areas of any Unit after such maximum expansion is expressed as a percentage the numerator of which is the par value attributable to such Unit and the denominator of which is 14,000.

If the total par value attributable to Units which shall have been constructed within seven years from the effective date of this Declaration shall be fewer than 14,000, the unconveyed interest in the Common Areas shall automatically be transferred to and vested in the then Owners of Units without further conveyance, each Owner to receive a percentage of such unconveyed interest sufficient to make the total percentage of undivided interest of such Owner in the Common Areas equal to a percentage the numerator of which shall be the par value attributable to the Unit of such Owner and the denominator of which shall be the total par value attributable to all Units in the Project on the date of such transfer. In such event, Declarant shall record in the office of the County Recorder of Salt Lake County, Utah a statement of the par value attributable to Units constructed within that seven year period. Recordation of such statement shall be conclusive evidence of the facts stated therein, but shall not be essential to the transfer.

(g) Other Provisions Concerning Expansion. If the Project is expanded as hereinbefore contained, then it is further provided that:

(a) All or any part of the Additional Land may be added to the Project without any limitations whatsoever save and except that all additional Units created must be restricted to single family residential housing.

(b) Portions of the Additional Land may be added to the Project at different times without any limitations.

(c) No assurances are made concerning:

(1) The locations of any improvements that may be made on any portion of the Additional Land that may be added to the Project.

(2) Type, kind or nature of improvements which may be created on any portion of the Additional Land.

(3) Whether any Units created on any portion of the Additional Land will be substantially identical to those within the initial Project.

(4) Type, size, or maximum number of Limited Common Areas which may be created within any portion of the Additional Land added to the Project.

(h) No Obligation to Develop. Notwithstanding anything to the contrary which may be contained herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) The submission of any portion of the Additional Land to the provisions of the Act as a Tract or Tracts; (b) The creation, construction, or addition to the Project of any Phase or Phases; (c) The carrying out in any particular way or within any particular time of any development which may be undertaken; or (d) The taking of any particular action with respect to the Additional Land, the Project, any Tract, or any Phase. Accordingly, Declarant may create on Additional Land any development which would be entirely independent and unrelated to the Project created by this Declaration.

27. Amendment. Except as provided below, the vote of at least 67% of the undivided ownership interest in the Common Areas and Facilities shall be required to amend this Declaration or the Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Paragraph for amendment has occurred. The foregoing right of amendment shall be subject to the following paramount rights:

(a) Until Units representing 90% of the undivided ownership interest of the Project have been sold, Declarant shall have, and is hereby vested with, the right to amend this Declaration or the Map. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law.

28. Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirement may

be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of undivided ownership interest.

29. Service of Process. Ronald Morgan, whose address is 4970 South 900 East, Suite F, Salt Lake City, Utah 84117, is the person to receive service of process in cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Salt Lake County, State of Utah. Provided, however, that the agent for service of process named in the Declaration relating to the Phase most recently added to the Project shall automatically constitute such agent for the Project, and shall automatically replace any agent previously named by the Management Committee or any agent designated in any enabling declaration relating to a previously added Phase.

30. Mortgagee Protection. Notwithstanding anything to the contrary contained in the Declaration:

(a) An adequate reserve fund for repair, maintenance and replacement of the Common Areas must be established and shall be funded by regular monthly payments rather than by special assessments.

(b) There shall be established a working capital fund for the initial months of operation of the Project equal to a minimum amount of two months' estimated Common Area charge for each Unit.

(c) Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any "right of first refusal", or other provisions which may exist relating to sale or lease of the Units in the Project.

(d) Any agreement for professional management of the Project, or any other contract providing for services by the Declarant must provide for termination by either party without cause or payment of a termination fee on 90 days or less written notice and a maximum contract term of three years.

(e) In the event of damage to or destruction of any Unit, which loss exceeds \$1,000.00, or any part of the Common Areas, which loss exceeds \$10,000.00, the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice to any such damage or destruction. No Unit Owner or other party shall be entitled to priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

(f) If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, which taking of Common Areas exceeds \$10,000.00, or which taking of Units exceeds \$1,000.00, the institutional holder of any first mortgage of a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

(g) With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(h) Each holder of a first mortgage lien on a unit who comes into possession of a Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any unpaid claims or assessments and charges against the Unit which accrue prior to the acquisition of title of such Unit by Mortgagee, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units in the Project, including the mortgaged Unit.

(i) Any holder of the Mortgage is entitled to written notification from the Management Committee of any default by the Mortgagor or such Unit in the performance of such Mortgagor's obligation under the Declaration which is not cured within thirty (30) days.

(j) Any lien which the Management Committee may have on any Unit in the Project for the payment of Common Expense assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorder prior to the date any such Common Expense assessments become due.

(k) Unless at least 75% of the first Mortgagees (based on one vote for each Mortgage owned) of Units have given their prior written approval neither the Management Committee nor the Association of Unit Owners shall:

(1) By act or omission, seek to abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or

other casualty or in the case of a taking by condemnation or eminent domain.

(2) Change the pro-rata interest or obligation of any Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas.

(3) Partition or subdivide any Unit.

(4) Make any material amendment to the Declaration or to the By-Laws of the Management Committee, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Common Areas, except as provided in Paragraph 26 relating to expansion of the Project and Paragraph 27 concerning certain rights reserved to Declarant.

(5) By act or omission, seek to amend, partition, subdivide, encumber, sell, abandon or transfer, the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas of the Project shall not be deemed a transfer within the meaning of this subparagraph).

(6) Use hazard insurance proceeds for losses to any condominium property (whether to Units or to the Common Areas) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or the Common Areas of the Project.

(7) Terminate professional management and assume self-management of the Project.

(8) The holders of first mortgages (or trust deeds) shall have the right to examine the books and records of the Project.

(9) Whenever there is a change of ownership of a Unit, the Committee shall require that the new Unit Owner furnish the Committee with the name of the holder of any first mortgage (or trust deed) affecting such Unit. The Management Committee or Manager shall maintain a current roster of Unit Owners and of the holders of first mortgages (or trust deed) affecting Units in the Project.

31. Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its percentage of interest in the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and the special district (s) for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly,

each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit.

32. Recreational Vehicle Storage Information. The parcel of real property shown on the Map designated "Recreational Vehicle Storage", which is located to the North of Building 12, is owned by Prowswood, Inc., does not constitute a part of the Project. Prowswood, Inc. has imposed certain use restrictions and covenants on said property for rental thereof to Unit Owners and others, subject to satisfactory rental and other agreements being effected.

33. Provisions Regarding Road Outside of Project. The existing road running North and South and located to the West of Building 12 and said "Recreational Vehicle Storage" tract mentioned in the immediately preceding paragraph is legally described as follows:

TOGETHER WITH a Right of Way described as follows: BEGINNING at a point 645.72 feet West and 102 feet South from the said Northeast corner of Section 18, and running thence South 278.0 feet; thence Westerly 25 feet to the Southeast corner of the property owned by Ralph D. Williams; thence North 509.66 feet, more or less, to the South line of a roadway; thence Easterly 25 feet along said South line; thence South 231.66 feet, more or less, to the point of BEGINNING.

Said road is located beyond the perimeter of the Project but connects thereto. This road shall be used only for emergency uses such as police, fire, and ambulance and the like and not for general egress and ingress by Unit Owners. This restriction shall not be modified by any amendment of this Declaration without the express consent of Murray City Corporation first had and obtained and of others, if any, whose rights may be affected by such modification.

34. Irrigation Line Maintenance, Etc. As shown in the Map, an irrigation line (the Line) approximately 406 feet of G. W. R. H. IRRIGATION COMPANY, a Utah corporation, traverses the Project along the east edge of Springtree Lane running Northerly from the "Catch Basin" to an area east of Building No. 11. It shall be the duty of the Unit Owners through the Committee to keep the Line repaired, maintained and replaced when and as needed, including, but not by way of limitation, the removal of debris that may collect. Under no circumstances shall the provisions of this Section be amended without the express written consent of said Irrigation Company.

35. Covenants to Run With Land; Compliance. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the

benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

36. Information Regarding Transferee of Unit. Any Unit Owner who sells, leases, or otherwise disposes of his Unit shall submit to the Committee pertinent information concerning the transferee or new occupant within one week of any transfer of title or possession on a form furnished by the Committee.

37. Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

38. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

39. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

40. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

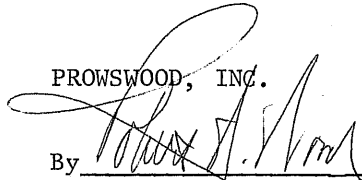
41. Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

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42. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

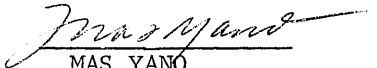
IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed and its seal be affixed hereto on the 28th day of September, 1977.

PROWSWOOD, INC.

By 

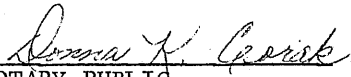
ROBERT W. WOOD
Its Executive Vice-President

Attest:


MAS YANO
Secretary

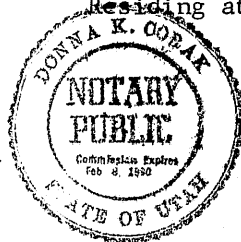
STATE OF UTAH)
)
County of Salt Lake) ss.

On the 28th day of September, 1977, personally appeared before me ROBERT W. WOOD and MAS YANO, who being by me duly sworn did say, each for himself, that he, the said ROBERT W. WOOD is the Executive Vice-President, and he, the said MAS YANO is the Secretary of Prowswood, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said ROBERT W. WOOD and MAS YANO each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.


NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:

February 8, 1980



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EXHIBIT "A"

Springtree Condominium

<u>Building & Unit Designation</u>	<u>Par Value Based on Points</u>	<u>Appurtenant Undivided Interest in Common Areas</u>
1 A	80	.96154%
1 B	"	"
1 C	"	"
1 D	"	"
1 E	"	"
1 F	"	"
1 G	"	"
1 H	"	"
2 A	"	"
2 B	"	"
2 C	"	"
2 D	"	"
2 E	"	"
2 F	"	"
2 G	"	"
2 H	"	"
3 A	"	"
3 B	"	"
3 C	"	"
3 D	"	"
3 E	"	"
3 F	"	"
3 G	"	"
3 H	"	"
4 A	"	"
4 B	"	"
4 C	"	"
4 D	"	"
4 E	"	"
4 F	"	"
4 G	"	"
4 H	"	"
5 A	"	"
5 B	"	"
5 C	"	"
5 D	"	"
5 E	"	"
5 F	"	"
5 G	"	"
5 H	"	"
6 A	"	"
6 B	"	"
6 C	"	"
6 D	"	"
6 E	"	"
6 F	"	"
6 G	"	"
6 H	"	"

EXHIBIT "A"

Springtree Condominium

<u>Building & Unit Designation</u>	<u>Par Value Based on Points</u>	<u>Appurtenant Undivided Interest in Common Areas</u>
7 A	80	.96154%
7 B	"	"
7 C	"	"
7 D	"	"
7 E	"	"
7 F	"	"
7 G	"	"
7 H	"	"
8 A	"	"
8 B	"	"
8 C	"	"
8 D	"	"
8 E	"	"
8 F	"	"
8 G	"	"
8 H	"	"
9 A	"	"
9 B	"	"
9 C	"	"
9 D	"	"
9 E	"	"
9 F	"	"
9 G	"	"
9 H	"	"
10 A	"	"
10 B	"	"
10 C	"	"
10 D	"	"
10 E	"	"
10 F	"	"
10 G	"	"
10 H	"	"
11 A	"	"
11 B	"	"
11 C	"	"
11 D	"	"
11 E	"	"
11 F	"	"
11 G	"	"
11 H	"	"
12 A	"	"
12 B	"	"
12 C	"	"
12 D	"	"
12 E	"	"
12 F	"	"
12 G	"	"
12 H	"	"

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EXHIBIT "A"

Springtree Condominium

<u>Building & Unit Designation</u>	<u>Par Value Based on Points</u>	<u>Appurtenant Undivided Interest in Common Areas</u>
13 A	80	.96154%
13 B	"	"
13 C	"	"
13 D	"	"
13 E	"	"
13 F	"	"
13 G	"	"
13 H	"	"
	<hr/>	<hr/>
	8,320	100.00%

EXHIBIT "B"

Real Property situate in the County of Salt Lake,
State of Utah, to-wit:

Beginning at a point on the Easterly line of Willows Condominium and the North line of 5600 South Street said point being South 1229.32 feet and West 880.31 feet from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being North 87°57'40" West 23.84 feet and North 1°00' East 33.005 feet from a Salt Lake County monument in the centerline of said 5600 South Street and running thence along said Easterly line of said Willows Condominium North 1°00' East 420.50 feet, thence North 6°41'30" East 108.62 feet, thence North 71°01'10" West 3.32 feet, thence North 11°30' West 55.01 feet, thence North 80°00'35" East 305.76 feet, thence North 0°12'25" West 111.15 feet, thence North 37°04'35" West 135.30 feet to a fence line, thence North 80°22'36" East 9.65 feet, thence North 86.79 feet, thence East 98.90 feet, thence North 60.00 feet, thence East 28.00 feet, thence North 1°03'40" West 123.50 feet, thence East 153.33 feet to a point South 102.00 feet and West 367.82 feet from said Northeast corner of Section 18, thence South 278.00 feet, thence South 15°08'50" West 52.11 feet, thence South 13°02' East 85.50 feet, thence South 30°25'40" West 76.10 feet, thence South 2°20'10" West 119.40 feet thence South 12°51'50" West 79.06 feet thence North 79°00' West 23.53 feet, thence South 9°30' West 477.418 feet, to said North line of 5600 South Street, thence North 87°57'40" West 355.48 feet to the point of beginning. Contains 8.206 acres.

EXCEPTING THEREFROM:

Beginning at a point West 572.88 feet and South 634.45 from the Northeast corner of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 63°30' East 5.00 feet, thence South 26°30' East 10.0 feet, thence South 63°30' West 10.0 feet, thence North 26°30' West 10.0 feet, thence North 63°30' East 5.00 feet to the point of beginning. Together with a perpetual 10 ft. easement for access thereto and for repair and maintenance of the well, pump and accessories thereon, the center line of which is described as:

Beginning at a point West 572.88 feet and South 634.45 from the Northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 26°30' West 42.85 feet to the boundary of the Taylor property.

RESERVING UNTO DECLARANT:

A perpetual 25 foot Right of Way for egress and ingress, the centerline of which is described as:

Beginning at a point on the north line of 5600 South Street, said point being West 584.02 feet and South 1239.86 feet from the northeast corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian (basis for bearing is monument line on said 5600 South Street) and running thence N. 17°15' E. 228.455 feet, thence N. 8°45' E. 171.90 feet to the point of tangency with a 275 foot radius curve to the right, thence along the arc of said curve 60.00 feet, thence N. 21°15' E. 47.05 feet to the point of tangency with a 215 foot radius curve to the left, thence along the arc of said curve 79.74 feet, thence North 35.12 feet to the point of tangency with a 320 foot radius curve to the right, thence along the arc of said curve 73.76 feet, thence N. 13°12'26" E. 169.60 feet to the point of tangent with a 225 foot radius curve to the left, thence along the arc of said curve 51.86 feet, thence North 35.39 feet to the point of tangency with a 60 foot radius curve to the left, thence along the arc of said curve 103.93 feet, thence S.80°45' W. 60.22 feet ^{thence West 28.0 feet} to the boundary line of Springtree Condominium.

RESERVED ALSO FROM THE FOREGOING SUBMISSION are such easements and rights of ingress and egress over, across, through, and under the above-described tracts and any improvements now or hereafter constructed thereon as may be necessary to develop the entire Project. If pursuant to this reservation, the above-described real property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall terminate upon the completion and sale by Declarant of all Units in the Project. The foregoing submission is subject to easements of record and visible and subject, further, to restrictions, conditions and covenants of record.

SUBJECT TO the provisions contained in that certain instrument styled "AGREEMENT, RESTRICTIVE COVENANTS, AND EQUITABLE SERVITUDES" dated July 20, 1977

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between THOMAS T. TAYLOR and MARGARET M. TAYLOR, his wife, and PROSWOOD, INC., recorded in the Official Records of Salt Lake County, Utah on August 18, 1977 as Entry No. 2984688, and subject, also, to all restrictions, covenants, and easements of record or visible.

CONSENT OF MORTGAGEE

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation of the United States, hereby consents, acknowledges and confirms as follows:

1. That it is a Mortgagee (as defined in the Declaration to which this Consent is attached) affecting the real property described in Exhibit "A" of the Declaration of Condominium of Springtree, a Prowswood Open Space Community Condominium Project; and

2. That it is understood by Mortgagee that the real property described in said Exhibit "B" is being developed by Prowswood, Inc. as Springtree Condominium Project; that the interest of the undersigned as a Mortgagee is and shall be subject to all of the terms and conditions as set forth in the said Declaration and the related Record of Survey Map, and further that the aforesaid Declaration and Record of Survey Map shall take effect upon recording.

DATED this 9th day of November, 1977.

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION

By [Signature]
Its Executive Vice President

ATTEST:

[Signature]
Its Secretary

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 14th day of November, 1977, personally appeared before me John B. Anderson, who being by me duly sworn, did say that he is the Secretary of Prudential Federal Savings & Loan Association, a corporation of the United States, and that the foregoing instrument was signed by them in behalf of said Corporation by authority of a resolution of its Board of Directors and they each duly acknowledged to me that the said Corporation executed the same and that the seal affixed is the seal of said Corporation.

[Signature]
NOTARY PUBLIC
Residing at Salt Lake City, Utah

