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ENABLING DECLARATION AND BYLAWS

OF

MT. OLYMPUS GARDENS CONDOMINIUMS

MS
MT. Olympus Gardens
RECORDING
Associates
Signatures

JUL 10 4 35 PM '81

KATHLEEN J. JACON
REGISTRAR
SALT LAKE COUNTY
UTAH

257 W 100 So SLC 84101

THIS DECLARATION AND BYLAWS is made and executed this 15th day of May, 1981, by Mt. Olympus Gardens Associates, a Utah Limited Partnership (hereinafter referred to as "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-36, Utah Code Annotated (1953), as amended.

RECITALS:

A. Declarant is the owner of that certain Parcel of real property more particularly described in Article II hereof.

B. A Condominium Project, including certain Units and other improvements, has been constructed or is in the process of being constructed upon said Parcel. All of such construction has been, or is to be, performed in accordance with the information contained in this Record of Survey Map.

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

D. Declarant intends to convey to various persons 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.

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

I. DEFINITIONS

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

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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 amended.

2. Declaration shall mean and refer to this Enabling Declaration.

3. Record of Survey Map and Survey Map shall mean and refer to the Record of Survey Map filed herewith, executed the 15th day of May, 1981, consisting of two (2) sheets, and prepared and certified to by Wilford Ruf, a duly registered Utah Land Surveyor holding Certificate No. 4782.

4. Management Committee and Committee shall mean and refer to the Management Committee of the Mt. Olympus Gardens Condominiums.

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

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

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

(c) All Limited Common Areas and Facilities.

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

(e) All installations for an all equipment connected with the furnishing of Project utility services such as electricity, gas, water and sewer, but only to the extent such facilities are located within the buildings contained within the Project.

(f) All tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use, but not those provided for individual use.

(g) All parking and storage areas not located within the Units and not designated as private parking or private storage for individual units on the Survey Map, filed herewith.

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(h) The Project laundry rooms, open air malls, swimming pool and deck areas, playground, sitting areas, and roads.

(i) All portions of the Project not specifically included with the individual Units.

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

6. Limited Common Areas and Facilities shall refer to those Common Areas and Facilities designated herein or in the Survey Map as reserved for the use of a certain Unit to the exclusion of the other Units.

7. Unit shall mean and refer to one of the ⁴⁸ home Units which is designated as a Unit on the Record of Survey Map and in Exhibit A attached hereto (and incorporated herein by this reference). Unless a wall on the perimeter of a Unit separates and is common to two or more Units, such perimeter wall shall constitute a part of the Unit to which it relates. A wall on the perimeter of a Unit shall include from and including the surface of such wall to its center and constitute a part of the Unit to which it relates. A Unit shall include any walls, partitions, and floors which are wholly contained within its vertical and horizontal perimeters and the surfaces of any floors, ceilings, or coverings which bound it. A Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit.

8. Unit Number shall mean and refer to the number which designates the Unit in the attached Exhibit A and on the Record of Survey Map.

9. 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. 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. The Declarant shall be deemed the owner of all unsold units.

10. 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.

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11. Common Profits shall mean and refer to the balance of income, rents, profits and revenues from the Common Areas remaining after deduction of the Common Expenses.

12. Parcel shall mean and refer to the real property which Article II of this Declaration submits to the terms and of the Act.

13. Condominium Project or Project shall refer to and mean the Mt. Olympus Gardens Condominiums.

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

15. Mortgagee shall mean any person named as a mortgagee or beneficiary under or holder of a deed of trust or other security interest, including a Contract of Sale.

16. Percentage Interest shall mean and refer to the percentage undivided interest of each Unit in the Common Areas as set forth in Exhibit "A" attached hereto.

17. Size shall mean and refer to the square footage of each Unit, as depicted on the Map and shown in said Exhibit "A".

18. Declarant shall mean and refer to Mt. Olympus Gardens Associates, a Limited Partnership, and its successors.

II. SUBMISSION

Declarant hereby submits to the provisions of the Act, as the Parcel associated with Mt. Olympus Gardens Condominiums the following-described real property situated in Salt Lake County, State of Utah:

See Attached Exhibit B

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 upon the Parcel described above, and all such improvements are described in the Survey Map. the Survey Map shows the covered and uncovered parking stalls, the swimming pool area, playground area, laundry rooms, the location of the buildings, the number of stories, and the number of Units which are to be contained in the buildings which comprise a part of such improvements. The buildings are principally constructed of the following materials: wooden frames with both load-bearing and non-bearing walls studded with wood; all floors composed of steel beams or wooden joists covered with plywood and concrete; wooden truss joist roofs covered with plywood; roofs surfaced with asphalt; interior walls surfaced with dry wall; Exterior walls surfaced with rough cut wooden shingles; designated parking stalls covered with corrugated metal.

2. Description and Legal Status of Units. The Record of Survey Map shows the Unit Number of each Unit, its location, dimensions from which its area may be determined, and the Common Areas and Facilities to which it has immediate access. Included in each Unit, #1 - #48, are two bedrooms, one bathroom one living room with a walk-out balcony, one dining room, one kitchen and a one-car covered parking stall outdoors in the parking area. Units #7 - #12 also include a utility room within the same total square footage. Each unit shall be capable of being separately owned, encumbered and conveyed.

3. Contents of Exhibit A. Exhibit A to this Declaration furnishes the following information with respect to each Unit in the Project: (a) The Unit Number; and (b) The Unit's appurtenant percentage of undivided ownership interest in the Common Areas and Facilities.

4. Common and Limited Common Areas and Facilities. The Common and Limited Common Areas and Facilities contained in the Project are described and identified in Article I of this Declaration. The exclusive use of each patio is reserved to the Unit with which it is contiguous. Neither the percentage of undivided ownership 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 appurtenant and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided ownership interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

5. Computation of Undivided Interests. The percentage of undivided ownership interest in the Common Areas and Facilities which is assigned to each Unit has been computed by taking as a basis the size of that Unit in relation to the size of all units in the project as a whole. The proportionate ownership in the Common Areas shall be for all purposes including, but not limited to, voting participation in Common Profits and assessments for common expenses. The interest

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for each Unit Owner shall be as set forth on Exhibit A. Thus, the percentage of undivided ownership interest assigned to each Unit is the ratio between the Unit and the total number of all Units included within the Project.

6. Unit Maintenance. Each Owner shall at his own cost and expense maintain, repair, paint, re-paint, tile, 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. Exterior doors and windows shall be maintained by Owner but must accord with styles, shapes and colors approved by the Committee.

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 rights, 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 to repair any 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

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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 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 parcel 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) Mt. Olympus Gardens Condominiums has been designed for adult living. Neither the units nor the common areas are designed to accomodate large families or children. The Management Committee shall have authority to preclude children or set allowable age limits for children to reside at the project, and to prescribe reasonable rules and regulations to give effect to the intent of this paragraph. Declarant makes no warranty nor representation regarding the enforceability of this restriction at any future date, and disclaims any liability or obligation to unit owners if other owners are found in violation of this provision. Children will be allowed to live on the project or visit as guests only upon specific authorization by the Management Committee.

(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 animals or birds of any kind shall be raised, bred or kept in any unit or the common area or limited common areas, except that dogs (not to exceed 20 pounds), cats or other household pets may be kept inside units subject to the rules adopted by the Management Committee. If any such pet is determined by the Management Committee to be a nuisance to other owners following a first notice to the offending owner and a hearing on the matter, the Owner shall permanently remove the pet from the premises within ten (10) days following notice from the Committee.

(e) 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.

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

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

(h) 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.

(i) 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 reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Unit Owners. Declarant reserves the right to relocate from time to time within the Project; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Project such advertising signs, which may be placed in any location on the Project and may be relocated or removed, all at the sole discretion of Declarant.

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 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 Record of Survey 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 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 power and authority to borrow money so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(j) 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.

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 through a Project Manager any of its functions which are properly the subject of delegation. Any Manager retained for such purpose must be an individual or entity with at least three years experience in the field of condominium property management. such manager 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. It is anticipated that the Committee will be elected and commence its duties within three months after the closing of the last unit sold, or earlier if Declarant so elects.

15. Composition of Management Committee. The Committee shall be composed of five (5) members. At the first regular Owners meeting three Committee members shall be elected for two-year terms and two members for one-year terms. 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 Owners other than individuals shall be eligible for Committee membership. At the annual meeting each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that so long as Declarant owns four or more units a majority of the Committee members shall be selected by Declarant. Until the first annual meeting of the Owners the members of the Committee, five, shall be the following persons and each shall hold the office indicated opposite his or her name:

Richard F. Gordon	President
Jack Fitts	Vice President
Carole Street	Secretary-Treasurer

Declarant, prior to the Transfer Date mentioned in paragraph 24 hereof, may in its discretion appoint three Unit Owners as hold over members of the Committee to hold office ending two years from the Transfer 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

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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 may be removed from their position at any time upon a 60% majority vote of all owners. Such vacant seat shall then be filled at the same meeting by the majority vote of Owners for the balance the unexpired term. 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. The officers of the Committee, and their respective powers and functions, shall be as follows:

(a) President. The President 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 President(s). The Committee may elect one or more of its members to the office of Vice President. In the event only one member holds such office, the Vice President shall have all the powers of the President in the event of the latter's absence or inability to act. In the event more than one member holds the office of Vice President and the President is absent or unable to act, the Committee shall specify which Vice President is to exercise the powers of the President.

(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 or of Vice President and Treasurer may be held by the same Committee member.

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

(f) Other Officers. The Committee may appoint such other officers, in addition to the officers hereinabove

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expressly made, as it shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Committee.

(g) Removal of Officers and Agents. All officers, agents and employees of the Committee, but not Committee members, shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Committee.

17. Committee Meetings.

(a) 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. Written notice shall be posted of regular Committee meetings.

(b) 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.

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

(d) Members of the Committee, as such, shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed nor preclude any member thereof from serving the Project in any other capacity and receiving compensation therefor.

(e) For or at any meeting of the Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Committee at any meeting thereof shall be deemed waiver of notice by him of the time and place thereof.

(f) The Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

(g) The Committee shall require that all officers and employees of the Committee handling or responsible for funds shall be covered by adequate fidelity bonds. The premium on any such fidelity bonds shall be paid by the Committee.

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18. Owners Meetings.

(a) Regular Meetings. The first meeting of the Unit Owners shall be held at 7:30 p.m. on the second Wednesday in March, 1982, and on the second Wednesday in March of each succeeding year, or at such other date as the Committee shall determine. 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 Owner at his last known address. Such notice shall state the time, place, and general purpose of the meeting.

(b) Special Meetings. Special meetings of the Owners may be called by the President, by any two members of the Committee, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least seven 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.

(c) Meeting Requirements. 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 interests in the Project.

(d) Voting. When a quorum, as provided herein is present at any meeting, the vote of Unit Owners representing more than fifty (50) percent of the Percentage Interest, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Committee, unless the question is one upon which, by express provisions of the statutes or the Declaration a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the

case of proxies for the annual Association meeting, they shall be delivered to the Secretary of the Committee at least two (2) days prior thereto. Proxies for special Association meetings must be of record with the Secretary of the Committee at least two (2) days prior to such meeting.

19. Accounting.

(a) The books and accounts of the Committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting practice.

(b) Report. At the close of each accounting year, the books and records of the Committee shall be reviewed by a person or firm selected by the Committee. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Association; provided, however, that a certified audit by a Certified Public Accountant approved by the Unit Owners shall be made if at least seventy-five percent of the owners of undivided interest in the Common Areas determine to do so.

(c) Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the Committee or the manager for inspection at reasonable times by any Unit Owner.

20. 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 75% of the Project's undivided ownership interest and by the mortgagees of at least 75% of the Ownership in the Project.

21. Operation and Maintenance; Apportionment of Common Expenses. The Management Committee shall, as a portion of the Common Expenses, pay for all utility services furnished to each Unit except for such services which are separately billed to individual Units by the utility or other party furnishing such service. 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 of 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 Percentage Interest.

22. Payment of Expenses. Before March 1 of each year the Committee shall prepare a budget which sets forth an itemization of

the Common Expenses which are anticipated for the 12-month period commencing with the following March 1. Such budget shall take into account any deficit or surplus realized during the current fiscal 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 fiscal 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 practice 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.

23. Remedies for Nonpayment. Should any Unit Owner fail to pay when due his share of the Common Expenses or Special Assessments, 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 any 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. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Owner of any condominium plus interest at the highest legal rate, and costs, including reasonable attorney's fees, shall become a lien upon such condominium upon recordation of a notice of assessment as provided in Section 57-8-20 of The Condominium Act. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only

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

(2) Encumbrances on the Owner's condominium recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

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A certificate executed and acknowledged by a majority of the Management Committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrancer or prospective encumbrancer of a condominium upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be complied with within ten days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a condominium may pay any unpaid common expenses payable with respect to such condominium for the amounts paid of the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Management Committee shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and the release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees.

In case of foreclosure, the Owner shall be required to pay a reasonable rental for the condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Management Committee or Manager shall have the power to bid in the condominium at foreclosure or other sale and to hold, lease, mortgage and convey the condominium.

24. Transfer of Management. Notwithstanding anything to the contrary contained in paragraph 15 above, Declarant may at any time relinquish its reserved right to select the members of the Committee and to transfer the management of the Project to the Committee elected by Unit Owners. If and when Declarant elects so to do, Declarant shall send written notification of the effective date of such transfer (Transfer Date) at least 30 days prior thereto. Thereupon, Unit Owners shall call a meeting to elect the members of their own Management Committee to take office as of the Transfer Date. Declarant covenants to cooperate with Unit Owners in effecting orderly transition of management. Moreover, Declarant shall cause all obligations for Common Expenses of the Committee prior to the Transfer Date to be paid in full on or before such date. Accordingly, it is anticipated that the cash position of the Committee as of the Transfer Date will be zero.

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

(a) 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.

(b) 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 \$300,000 for any one person injured, \$1,000,000 for all persons injured in any one accident, and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

(c) The Association shall maintain fidelity coverage to protect against dishonest acts on the part of Committee members, Manager, employees or volunteers responsible for handling fund belonging to or administered by the Association. Such fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which in no event shall be less than one-fourth (25%) times the insured's estimated annual operating expenses and reserves. In connection with such coverage an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(d) 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 customarily insured against in connection with condominium projects similar to the Project in construction, nature and use.

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

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

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

(h) Each policy of insurance obtained by the Committee shall, if possible, provide: 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 the Manager or any member, officer, or employee of the Committee 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.

(i) 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 other than his own unit or contents shall supply the Committee with a copy of his policy within 30 days after he acquires such insurance.

(j) In the event that at any time the Project should be declared by the Housing and Urban Development Committee to be in a special flood hazard area, a blanket policy of flood insurance on the Project shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Units comprising the Project or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The name of the insured under each required policy must be in form and substance as that required by the Federal Home Loan Mortgage Corporation at any given time.

26. Damage to Project. In the event of damage to 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 damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's 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 undivided interest in the Common Area 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 Murray City 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 26 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 26 regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Management Committee shall select three appraisers; each appraiser shall independently arrive at a figure representing the percentage of the Project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Paragraph 26 shall be the average of the two closest appraisal figures.

27. 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.

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28. Certain Provisions Applicable to Declarant. Notwithstanding any other provision herein contained, for so long as Declarant continues to own any of the Units the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Declarant from any obligations of Unit Owner to pay assessments, except as herein otherwise provided, as to each Unit owned by Declarant in accordance with the Declaration.

(a) Declarant specifically disclaims any intent to have made any warranty or representation in connection with the project or the Declaration except as specifically set forth herein or in any agreement for sale of a Unit, and no person shall rely upon any warranty or representation not so specifically made therein.

(b) No amendment may be made to the Declaration without the written consent of Declarant so long as Declarant retains the ownership of three (3) or more Units; provided, however, that the obligation to acquire said written consent of Declarant shall cease on a date two (2) years from the date of recording of the final phase of the Declaration.

The foregoing right of amendment shall be subject to the following paramount rights:

(c) Until all but four (4) Units of the entire Project have been sold, Declarant shall have, and is hereby vested with, the right to unilaterally 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.

(d) Notwithstanding anything to the contrary contained in the Declaration, neither the insurance provisions of paragraph 25, the mortgagee protection provisions of paragraph 32, nor the Percentage Interest in the Common Areas provision of paragraph 5 shall be amended without the written approval of all institutional first Mortgagees.

29 Amendment. 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 Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Paragraph for amendment has occurred.

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30. Eminent Domain. Whenever all or part of the Common Area shall be taken, injured or destroyed as the result of the exercise of the power of eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination each Unit Owner shall be entitled to a share in the damages in the same portion as his Percentage Interest in the Common Areas.

31 Agent for Service of Process. Richard F. Gordon has offices at 1200 Beneficial Life Tower, Salt Lake City, Salt Lake County, State of Utah and is the person to receive service of process in the cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and its address shall be specified by an appropriate instrument filed in the Office of the Murray City Recorder of Salt Lake County, State of Utah.

32. 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, or by special assessments when determined necessary by the Committee.

(b) The Committee shall, within 12 months after taking office, establish a working capital fund for the 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) or Contract of Sale 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 , or any part of the Common Areas, which loss exceeds \$10,000 , the institutional holder of any first mortgage on a Unit

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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 regardless of the Amount of loss.

(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. No Unit Owner or other party shall have priority over such institutional holder regardless of the amount of the condemnation award 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 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 obtains title to a Unit by virtue of remedies provided in the Mortgage, including but not limited to, foreclosure of the mortgage, or by deed of assignment in lieu of foreclosure, shall take the Unit free of unpaid charges and shall not be liable for any unpaid claims or assessments and charges against the Unit which accrue prior to the acquisition of title of such Unit by Mortgagee.

(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 following written demand from the Committee.

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

(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, Declarant, nor the Association shall:

(1) By act or omission, seek to abandon or terminate the Project.

(2) Change the prorated 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 28 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.

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

(m) 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.

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33. 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 levied against the Project as such, except for certain personal properties thereof. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit.

34. 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 interest 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. 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.

35. 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.

36. Duty of Unit Owners; Remedy. 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.

37. Exclusion of Warranties. Each Unit and all Common Areas and limited common areas are sold by Declarant "As Is" without any warranty, express or implied, as to any structural or mechanical defects whether they be apparent or latent. The Declarant does not warrant the merchantability of any part of the Units, the Common Areas or the limited common areas. The Declarant does not warrant that any part of any Unit, the Common Area or the Limited Common Area is fit for any particular purpose. Anyone purchasing a condominium unit waives any right he may have to bring an action against Declarant for breach of warranty. No suit whether in equity or at law shall be maintainable against Declarant by the Unit Owners individually or the Association of Unit Owners by reason of any alleged breach of an express or implied warranty.

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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. Application of By-Laws. All present and future owners, mortgagees, lessees, and occupants of condominium units and their employees, and any other persons who may use the facilities of the condominium in any manner are subject to these By-Laws, the Declaration, and rules and regulations pertaining to the use and operation of the condominium property. The acceptance of a deed or conveyance or the entering into of a lease, or the act of occupancy of a condominium unit shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

40. Administrative Rules and Regulations. The management committee shall have the power to adopt, establish and amend by resolution, such building management, and operational rules as it may deem necessary for the maintenance, operation, management and control of the project and the committee may from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the unit owners, such amendment, alteration, or repeal shall be deemed to be a part of such rules. Unit owners shall at all times, obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision it being understood that such rules shall apply to, and be binding upon all Unit Owners and/or occupants of any unit.

41. Obligation to Comply With Rules. Each unit owner, tenant or occupant of a unit shall comply with the provisions of the Act, Declaration, By-Laws, the rules and regulations, all agreements and determinations lawfully made and/or entered into by the management Committee or unit owners, when acting within the scope of their authority and any failure to comply with any of the provisions thereof shall be grounds for an action by the management committee for injunctive relief and/or to recover for any loss or damage resulting therefrom.

42. Abatement and Enjoining Violations. The violation of any rule or regulation adopted by the management committee, or the breach of any By-Law contained herein, or the breach of any provision of the declaration, shall give the management committee the right, in addition to any other rights available at law or set forth in these By-Laws:

- (a) to enter the condominium unit in which, or as to which, such violation or breach exists and

summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the management committee shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

43. Balconies and Patios. A balcony or patio to which a condominium unit has sole access shall be for the exclusive use of the owner of such condominium unit. Such unit owner shall keep such balcony or patio free and clean of snow, ice, and any accumulation of water, and shall make all repairs thereto except for any painting or maintenance required to make it conform visually to the rest of the building, which items shall be made by the management committee as a common expense.

44. Notice to Management Committee of Mortgages. A unit owner who mortgages his condominium unit shall notify the management Committee of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the management committee. The management committee shall maintain such information in a book entitled "Mortgages of Condominium Units".

45. Sales and Leases of Units. Right of First Refusal.

(1) No unit owner may sell or lease his condominium unit or any interest therein except by complying with the provisions of this Declaration. A unit owner's sale of his condominium unit shall include the sale of:

(a) the undivided interest in the common elements appurtenant thereto; and

(b) The interest of such unit owner in any other assets of the condominium, hereinafter collectively called the appurtenant interests.

(2) No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his condominium unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests so omitted, shall affect all of such interest, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any condominium unit may be sold, transferred or otherwise disposed of except as a sale, transfer, or other disposition of the condominium unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all condominium units.

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(3) Any unit owner shall be free to convey or transfer his condominium unit by gift, or to devise his condominium unit by will, or to pass the same by intestacy, without restriction.

(4) No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease his condominium unit unless and until he shall have paid in full to the management committee all unpaid common charges theretofore assessed by the management committee against his condominium unit and until he shall have satisfied all unpaid liens against such condominium unit, except permitted mortgages.

(5) In the event any Owner of a condominium shall wish to resell or lease the same, and shall have received a bona fide offer therefor from a prospective purchaser or tenant, the remaining Owners shall be given written notice thereof together with an executed copy of such offer and the terms thereof. Such notice and copy shall be given to the Management Committee for all of the Owners. The remaining Owners through the Management Committee or an agent named by the Management Committee, shall have the right to purchase or lease the subject condominium upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing Owner, and a matching down payment or deposit is provided to the selling or leasing Owner during the fifteen (15) day period immediately following the delivery of the notice of the bona fide offer and copy thereof to purchase or lease.

In the event the Management Committee does not provide written notice of such election and a matching down payment within such fifteen (15) day period, the Owner shall be entitled to sell or transfer his unit to such third party purchaser.

Any notice provided by an Owner to the Committee shall be presumed to be bona fide, but upon determination that the terms of an offer from a prospective purchaser were not bona fide, any such transfer to such purchaser can be set aside by the Committee as a null and void transfer and the Committee shall be entitled to purchase the condominium upon the most favorable terms accepted by the Owner.

In the event any Owner shall attempt to sell or lease his condominium without affording to the other Owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case shall the right of first refusal reserved herein affect the right of an Owner to subject his condominium to a trust deed, mortgage or other security instrument.

The failure or refusal by the Management Committee to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when an Owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

46. Mortgages not Affected by Right of First Refusal. In the event of any default on the part of any Owner under any first mortgage made in good faith and for value, which entitled the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of paragraph 45 and the purchaser (or grantee under such deed in lieu of foreclosure) of such condominium shall be thereupon and thereafter subject to the provisions of this Declaration. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the condominium free and clear of the provisions of paragraph 45, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

If an Owner of a condominium can establish to the satisfaction of the Management Committee that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of paragraph 45.

47. Certificate of Satisfaction of Right of First Refusal. Upon written request of any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of any condominium, the Management Committee shall forthwith, or where time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:

(a) With respect to a proposed lease or sale under paragraph 45, that proper notice was given by the selling or leasing owner and that the remaining Owners did not elect to exercise their option to purchase or lease;

(b) With respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and a deed from such first mortgagee or its nominee, pursuant to paragraph 46, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of paragraph 45;

(c) With respect to any contemplated transfer which is not in fact a sale or lease, that the transfer is not or will not be subject to the provisions of paragraph 45. Such a certificate shall be conclusive evidence of the facts contained therein.

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

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

50. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

51. Topical Headings; Gender. 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, limit, extend, or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

52. Conflicts. This Declaration is set forth in compliance with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of the latter shall control.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed and its seal to be affixed hereto on the 15 day of May, 1981.

MT. OLYMPUS GARDENS ASSOCIATES

By Richard F. Gordon
Its General Partner

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STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the 15 day of May, 1981, personally appeared before me Richard F. Gordon, who being by me duly sworn did say, that he, the said Richard F. Gordon is the General Partner of Mt. Olympus Gardens Associates, and that the within and foregoing instrument was signed on behalf of said Limited Partnership.



Carole A. Street
NOTARY PUBLIC
Residing at Salt Lake County, Utah

EXHIBIT A
TO
ENABLING DECLARATION OF
MT. OLYMPUS GARDENS CONDOMINIUMS

<u>Unit #</u>	<u>% of Ownership</u>
Each Unit, #1 - #48:	2.0833 %

EXHIBIT "B"

(Legal Description)

Beginning at a point on the North side of a street, said point being South $0^{\circ}04'30''$ East 18.29 feet, South $89^{\circ}00'$ West 228.80 feet and North 25.00 feet from a Salt Lake County Monument located at an angle point on the center line of 900 East Street near 5110 South, said Monument being North $89^{\circ}48'51''$ East 1745.447 feet along the Section line and North $0^{\circ}04'30''$ West 2307.665 feet along the center line of 900 East Street from the Southwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South $89^{\circ}00'$ West 115.0 feet; thence North 109.60 feet to a fence line; thence North $89^{\circ}40'$ West 79.80 feet along said fence line to a fence corner; thence North 260.00 feet along a fence line to an old East-West fence line; thence South $89^{\circ}40'$ East along said fence line a distance of 250.00 feet; thence South 260.00 feet; thence North $89^{\circ}40'$ West 55.71 feet; thence South 106.92 feet to the point of BEGINNING.

BOOK 5269

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