

DECLARATION OF CONDOMINIUM

FOR

3829429

THE WILSHIRE

APPROVED
AUG - 9 1983
CITY RECORDS

THIS DECLARATION is made and executed this 1ST day of July, 1983, by City Gate Condominium Partnership, a Limited Partnership, (hereinafter referred to as "Declarant").

R E C I T A L S:

A. Declarant is the record owner of that certain real property (the Land) more particularly described in Article II hereof.

B. Various improvements will be made to the Land so as to enable its use and operation as a Condominium Project. The construction of all such improvements will be performed in accordance with the information contained in the Record of Survey Map and in this Declaration.

C. Declarant desires, by filing this Declaration and the Record of Survey Map, to submit the land and all improvements now or hereafter constructed thereon to the provisions of the Act as a Condominium Project to be known as "The Wilshire Condominium Project" (hereinafter referred to as "The Wilshire").

D. Declarant intends to sell and convey to various purchasers the fee title to the individual Units that will be 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 in that portion hereof headed "Recitals," Exhibit "A", Exhibit "B" and in the By-Laws attached hereto as Exhibit "C") 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.

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 and expanded by Laws of Utah 1975, Chapter 173, Sections 1 through 20.

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

(h) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management; except to the extent otherwise expressly provided in this Declaration.

(i) All Common Areas as defined in the Act, whether or not enumerated herein.

8. Limited Common Areas and Facilities or Limited Common Areas shall mean and refer to those Common Areas and Facilities designated herein or on the Survey Map as reserved for the use of certain Units to the exclusion of the the other Units. Structural separations between Units or the space which would be occupied by such separations may become Limited Common Areas for the exclusive use of the Owner or Owners of the Units on either side thereof after provided. Any balconies, porches, parking stalls, storage facilities that are identified on the Survey Map with a number or other designation by which a Unit is identified shall be Limited Common Areas for the exclusive use of the Owner of the Unit bearing the same number or designation.

9. Condominium Unit or Unit means and refers to a separable part of the Property intended for independent use, consisting of rooms or spaces located in a Building. Units are shown on the Survey Map by single cross-hatching. Mechanical equipment and apparatus located within any one Unit or located or without said Unit and designated and designed to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioners, and related fixtures, fixtures and the like, shall be considered part of the Unit. All decorated interiors, all surfaces of interior walls, floors and ceilings, windows and window frames, door frames, and trim, consisting of inter alia and as to material, wallpaper, paint, flooring, carpeting and tile. All electrical wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and fixtures and appliances within any Unit, which are removable without affecting the soundness, safety, or usefulness of the remainder of the Unit. A Unit shall not include pipes, wires, conduits, or other utility lines running through it which are used for or which serve more than one Unit, and shall not include any load-bearing walls or floors comprising a part of the Building in which the Unit is contained.

10. Building shall mean and refer to a structure of at least nine (9) stories containing or to contain Units.

11. Unit Designation shall mean and refer to the number, letter, or combination thereof which designates a Unit on the Map shown forth in Exhibit "B" attached hereto.

2. Declaration shall mean and refer to this instrument as it may hereafter be modified, amended, supplemented or expanded in accordance with law and the provisions hereof.

3. Declarant shall mean and refer to City Gate Condominium Partnership, a Limited Partnership, and/or any successor and assigns Partnership which, either by the operation of law, or through any conveyance, transfer, or assignment, comes to stand in the relation to the Project as did its predecessor.

4. Record of Survey Map, Survey Map or Map shall mean and refer to the Record of Survey Map filed herewith, executed and acknowledged by Declarant, consisting of 9 pages, and prepared and certified by Randy J. Sorenson, a duly registered Utah Land Surveyor, License No. 47-83, as the same may hereafter be modified, amended, corrected, or expanded in accordance with law and this Declaration.

5. Property shall mean and refer to the Land set forth in Attachment "A", the Buildings, all improvements and the structures thereon, easements, rights and appurtenances belonging thereto, and all other items of personal property intended for use in connection therewith.

6. Management Committee or Committee shall mean and refer to the Management Committee of The Wilshire Condominium Project which shall be the governing board of the Association, appointed or elected in accordance with this Declaration, the Articles of incorporation and the Bylaws of the Association.

7. Common Areas and Facilities or Common Areas shall mean, and include:

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

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

(c) All Limited Common Areas and Facilities.

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

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

(f) The Project landscaping, fences, roads, sidewalks and open parking spaces.

12. 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 which is appurtenant thereto whether the Owner is an individual, corporation or unincorporated association. The Declarant shall be deemed the owner of all unsold Units. The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes, or to any person or persons purchasing a Unit under contract, until such contract is fully performed and legal title conveyed of record. Provided, however, that in the event a Unit is the subject of an executory contract sale, the contract purchaser shall, upon notice to the Committee by the purchaser, 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.

13. 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. By way of illustration but not limitation, Common Expenses shall include: (i) expenses of administration, maintenance, operation, repair and replacement of those elements of the Common Areas that must be maintained and/or replaced on a periodic basis and reserved as may be from time to time established by the Committee; (ii) expenses agreed upon by the Association, or the Committee and lawfully assessed against the Unit Owners in accordance with the Declaration; (iii) expenses declared to be Common Expenses by the Act or by this Declaration or the By-laws; and (iv) any valid charge against the Project as a whole.

14. Association of Unit Owners or Association shall mean and refer to all of the Owners taken as, or acting as a group. The Association shall be known as "The Wilshire Homeowners Association" and shall be a non-profit corporation organized or to be organized, under the laws of the state of Utah.

15. Condominium Project or Project shall mean and refer to The Wilshire Condominium Project.

16. Land shall mean, and refer to, and consist of the real property which Article II of this Declaration submits to the terms of the Act.

17. Mortgage shall mean and include both a first mortgage and a first deed of trust or other first security instrument by which a Unit or any part hereof is encumbered.

18. Mortgagee shall mean and include both a mortgagee under a first mortgage on any Unit and a beneficiary under a first deed of trust on any Unit, or beneficiary under another first security instrument, or any successor in interest.

19. Supplementary Declaration shall mean and refer to any supplementary declaration of covenants, conditions and restrictions, or similar instrument.

20. Percentage Interest shall mean and refer to an undivided percentage interest of each Unit Owner in the Common Areas at any point in time.

21. Par Value shall mean and refer to a number of dollars or points assigned to each unit by the Declaration. Substantially identical units shall be assigned the same par value, but units located at substantially different heights above the ground, or having substantially different views, or having substantially different amenities or other characteristics that might result in differences in market value, may, but need not, be considered substantially identical within the meaning of this subsection. If par value is stated in terms of dollars, that statement shall not be deemed to reflect or control the sales price or fair market value of any unit, and no opinion, appraisal, or fair market transaction at a different figure shall affect the par value of any unit, or any undivided interest in the common areas and facilities, voting rights in the unit owner's association, liability for common expenses, or right to common profits, assigned on the basis thereof.

22. Size shall mean and refer to the number of cubic feet, or the number of square feet of ground or floor space, within each unit as computed by reference to the record of survey map and rounded off to a whole number. Certain spaces within the units including, without limitation, attic, basement, or garage space may, but need not, be omitted from such calculation or be partially discounted by the use of a ratio, so long as the same basis of calculation is employed for all units in the condominium project and so long as that basis is described in the declaration.

23. "Common Expense Fund" shall mean the fund created or to be created pursuant to the provisions of this Declaration and into which monies of the Association shall be deposited.

24. "Total Votes of the Association" shall mean the total number of votes appertaining to all Units in the Project, as shown in Exhibit "A" attached hereto, subject to the respective par value and percentage interest of each Unit respectively.

25. "Manager" shall mean the professional person, firm, or company designated from time to time by the Management Committee to manage the affairs of the Association and the Project.

II. SUBMISSION

There is hereby submitted to the provisions of the Act, as the Land associated with the Project, the following described parcel of real property situated in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; and easement for each and every pipe, line, cable, wire, utility line or similar facility which traverses or partially occupies the above-described Land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Land and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete each of the Buildings and all of the other improvements described in this Declaration or in the Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (ii) To improve portions of the Land with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant, to the foregoing reservations, the above described Land 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 reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire seven years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

RESERVING UNTO THE DECLARANT, however, such permanent easements and rights of way over, across, through, and under the above-described land and any improvements now or here-

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after constructed thereon as may be reasonable necessary for Declarant, its successors, representatives or assigns to have access to such part or portion of its land and premises as may, by the restrictions, covenants and conditions on the herein described tract of land, be cut off from the rest of the land and premises of the Declarant, its successors, heirs or assigns. This Reservation shall run with the land.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

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

1. Descriptions of Improvements on Land. The improvements to be included in the Project will be located upon the Land. The major improvements contained in the Project include One (1) nine (9) story concrete and brick veneer building (which contains 44 Units and 77 parking spaces), concrete sidewalks or walkways, a swimming pool and social center. The location and configuration of said improvements are shown on the Survey Map. The Project also will contain other improvements such as outdoor lighting, landscaping, and fencing, determined to be appropriate by Declarant. The Map shows the parking spaces and storage rooms as Common Areas, the number of stories and the number of Units which are included in the Building included in the Project. Said Building is composed of the building materials set forth with particularity on the Survey Map.

2. Description and Legal Status of Units. The Map shows the Unit designation, its location, dimensions from which its Size is determined and the Common Areas to which it has immediate access. All Units will be residential Units. All Units shall be capable of being independently owned, rented, leased, encumbered and conveyed.

3. Contents of Exhibit "B". Exhibit "B" to this Declaration contains the following information with respect to each Unit included in the Project: (i) The Unit Designation; (ii) The Percentage of the Unit; and (iii) The Percentage Interest which is appurtenant to the Unit.

4. Common Areas; Limited Common Areas; Maintenance. (a) Common Areas contained in the Project are described and identified in Article I of this Declaration. Neither the Percentage Interest nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically stated in the instrument of transfer, the Percentage Interest and the right of exclusive use shall automatically accompany the transfer of the Unit to which they relate. The Limited Common Areas, which are included or to be included in the Project consist of one (1) parking space per Unit, located in the same Building as the Unit owned. The exclusive use of each parking stall and storage space is reserved to the Building Unit to be assigned by the Association.

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(b) The use of the Common Areas shall be limited to the Owners in residence and to their tenants in residence, and to their guests, invitees, tenants, lessees and/or licensees. The use of the Limited Common Areas shall be restricted to the Owner of the Unit to which it is appurtenant, to his lessees or tenants in residence, and to his guests, invitees and licensees. The use of the Common Areas and Limited Common Area shall be governed by the Declaration and the rules and regulations as initially established by Declaration and as adopted and amended from time to time by the Management Committee.

(c) Each Unit Owner shall keep his parking stall and parking space in a clean and orderly condition. Except as herein provided, the Committee shall provide for such maintenance and operation of the Common and Limited Common Areas as may be reasonably required to make them appropriately usable in connection with the Units and to keep them clean, functional and attractive in good condition and repair.

5. Computation of Percentage Interest. The percentage ownership interest in the Common Areas which, at any time, is appurtenant to Unit shall be equal to the ratio of the Par Value or size of such Unit and the aggregate Par Value or size of all Units included in the Project. The Percentage Interest which is appurtenant to each Unit to be contained in the Declaration has been computed in the aforesaid manner. To avoid a proliferation of digits, and to obtain the total of 100% the last digit has been adjusted, and rounded up or down to a value that is as nearly correct. The percentages appurtenant to each Unit as set forth in said Exhibit "A" shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded.

6. Unit Maintenance. Each Owner shall at his own cost and expense maintain, repair, paint, re-paint, tile, wax, paper or otherwise finish and decorate the interior surfaces of the walls, ceilings, 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 condition 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 cooler, lighting fixtures, refrigerator, disposal equipment, range, or other appliances or fixtures which 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. Whenever they can be seen from the common areas of the Project, all colors, levels and the like shall be approved by the Management Committee prior to their installation and shall be neutral colors including but not limited to earth tones, creme, beige and the like. Each Owner shall also have the right to construct partition walls, fixtures, and improvements within the boundaries of his Unit; provided, however, that such partition walls, fixtures, and improve-

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(i) shall comply with all applicable laws, ordinances, and codes, (ii) shall not interfere with facilities necessary for support, use, or enjoyment of any other part of the Project, (iii) shall not impair the structural soundness or integrity of the building, and (iv) shall not encroach upon the Common Areas or any part thereof, unless the Association shall consent in writing to such encroachment. The Committee shall have no obligation regarding maintenance which is required to be accomplished by Unit Owners. Provided, however, in the event that any such Unit shall be in an unsanitary or unclean condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner and without liability to the Owner, to cause a contractor, in person or by agent, to enter said Unit and correct or eliminate such unsanitary or unclean condition or state of disrepair; provided, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.

7. Association Membership. Membership in the Association shall be automatic, shall be appurtenant to the Unit in which the necessary interest and shall not be separated from the Unit in which it appertains.

8. Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, the Association shall have the right to demand compensation for such encroachment and for the maintenance for the same if such compensation does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon and adjoining Unit or Units, an easement for such encroachment and for the maintenance shall exist. Such encroachment shall not be considered to be an encroachment 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 Project, by error in the Map, by settling, rising or shifting of the ground, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

9. Access for Repair of Common Areas. Some of the Common Areas may be located within the Units or may conveniently access the Common Areas only through the Units. The Owners of the other Units shall have a non-exclusive 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 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 with the Unit Owners. 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 to any other Unit at the instance of the Committee or the Unit Owners shall be the responsibility of the Association; provided, that damage is the result of negligence of the Owner of a Unit,

Each Owner shall be financially responsible for all such damage. Damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts payable by Owners pursuant hereto shall be collected by the Committee by assessment.

10. Right of Ingress, Egress. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas for access to his Unit, and to the Limited Common Areas designated for use in connection with his Unit, and such rights shall be a covenant to and pass with the title to each Unit.

11. 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 obligations which it is obligated or permitted to perform pursuant to the Declaration.

12. Easement for Declarant and for Utility Services. There shall be created a blanket easement upon, across, over and under the Common Areas, the same may be expanded as provided herein, for ingress, egress, installation, replacing, repairing and maintaining all utility services, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.

The Declarant shall have a transferable easement over and under the Common Areas for the purpose of completing construction of the Project and making improvements therein as shown on the Map and for the purpose of doing all things necessary or appropriate in connection with the Project. To the extent that damage is inflicted on any part of the Project by any person utilizing said easement, the Declarant and the person causing the damage shall be liable to the Association for the repair of such damage.

All conveyances or Units within the Project hereafter made, whether by the Declarant or otherwise, shall be construed to grant and include such reciprocal easements as are provided in this Declaration, although no specific reference to such easements appears in any conveyance.

13. Use of Units and Common Areas. (a) Each Unit within the Project shall be used exclusively for single family residential purposes and shall be restricted to such use. No Unit shall be used for any business, industrial, or commercial activity; provided, however, that nothing contained herein shall be deemed to prevent (i) the Declarant or its agents from using any Residential Unit owned by the Declarant as a sales model or property management office, or (ii) the Declarant or his agent freely renting or leasing his Residential Unit. There shall be no condominiumizing, timesharing, leasing, or other form of multiple ownership with respect to a Unit whereby a Unit would be subject to any type of shared or multiple ownership, possession, or management (other than ownership as joint tenants or tenants in common). Notwithstanding the provisions of this paragraph, any Unit

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or common facility used for initial sales purposes shall revert to use as Residential Units and may not be used thereafter for offices or non-residential uses if prohibited by applicable zoning.

(b) There shall be no obstructions of the Common Areas by the Owners, their tenants, lessees, 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 activities shall be carried on or permitted 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, including but not limited to any activity which would be considered illegal, dangerous to life or limb, noxious, destructive to property, obscene or offensive to a reasonable person.

(d) No Owner shall violate the rules and regulations regarding 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 awnings, window guards, aerials, name plates, shades, reflective window coatings, signs, flags, or advertising whatsoever, including but not limited to "For Sale" or "For Rent" signs, commercial, political, informational or directional signs or devices shall be erected or maintained in the Common Areas or in or on the Units so as to be observable from the Common Areas, including but not limited to window signs, without the prior written consent of the Committee, except: (i) Such signs as may be required by legal proceedings, (ii) Such signs as Declarant may erect or maintain inci-

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sale or rent of Units, and (iii) Such signs as may be necessary to caution or warn of physical danger. If the Association fails to erect any such signs or devices, the same shall be erected promptly at the request of the Association. Any sign or similar device and any separate structure or facility for assisting or promoting the Declarant's sales efforts must comply with applicable zoning ordinances.

(g) Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the Units, the Unit Owners who have purchased Units from the Declarant nor the Association nor the Committee shall interfere with the completion of the sale and sale of all 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 to Unit Owners. Declarant reserves the right to relocate the management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the property 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.

(h) No animals or pets of any kind including but not limited to dogs, cats or other household pets shall be permitted on the Project.

(i) No cars, trucks, motorcycles, trailers, campers, or similar equipment or motor vehicles shall hereafter be permitted to remain upon any parking stall, unless placed or maintained in an enclosed garage or designated parking area, nor permitted to be parked, other than temporarily, on any street, alley, or common area within the property, except in accordance with rules and regulations promulgated by the Association. Temporary parking shall mean the parking of motor vehicles belonging to guests of Owner, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the Owners and parking of motor vehicles belonging to or being used by Owners for loading and unloading purposes.

Regulations on parking shall be promulgated annually by the Association and among other things shall include a schedule of the parking fees or assessments to be paid by Owners, their tenants, guests or invitees, who violate said Rules and Regulations. The Association shall have authority to issue citations for violation of the Rules and Regulations, to make and collect assessments, and to have offending motor vehicles towed from the premises at the Owner's expense. The Association shall have authority to assess interest, late charges, and/or punitive charges on all unpaid parking violation fees and assessments.

(j) No owner shall, without the prior written consent of the Association in each specific instance, make or cause to be made any alteration, addition, or improvement in or to the Common Areas or

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any part thereof, or do any act that would impair the structural soundness or integrity of the Building or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project.

(k) No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Association shall consent thereto in writing.

(l) No Owner shall bring anything into his Unit or permit anything to be done in his Unit that will cause damage to the Building. No Owner shall overload the floor of his Unit. No Owner shall permit the use or operation in his Unit of any equipment, machinery, or other apparatus that will in any manner injure, vibrate, or shake the Building or portions thereof.

(m) Each Owner shall comply strictly with all rules and regulations adopted by the Association for the governance of the Residential Units, the Common Areas, and the Project, as such rules and regulations may be modified, amended, and construed by the Association in the sole discretion of its Management Committee.

(n) During the course of actual construction of any permitted structures or improvements within the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any of said provisions, covenants, conditions, or restrictions upon completion of the construction.

(o) No Unit Owner shall be permitted to lease his Unit for transient or hotel purposes, which means the initial term of any lease shall be at least six (6) months and 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.

(p) Only those gas logs provided with the Unit fireplace and authorized replacements approved by the Fire Marshall shall be used in conjunction with said fireplace.

14. Status and General Authority of Association. The Association has been or will be incorporated under the laws of the State of Utah as a non-profit corporation. The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attrac-

tive, safe, and sanitary condition, order, and repair; provided, however, that each Owner shall keep the Limited Common Areas (other than automobile parking stalls) designated for use in connection with his Unit, if any, in a good, clean, safe, sanitary, and attractive condition. The Association shall be responsible for the maintenance and repair of the exterior of the Building and the grounds, including without limitation painting thereof, repair and replacement of exterior trim and roofs, and maintenance of landscape, walkways, driveways, and parking areas. The Association shall also be responsible for maintenance, repair, and replacement of Common Areas within the Building, including without limitation hallways, elevators, utility lines, Common Facilities, and all improvements and other items located within or used in connection with the Common Areas. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence of this Section. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

(a) Each Owner shall be entitled and required to be a Member of the Association; Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one person, the Membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one Membership for each Unit owned by him. Each Membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance to that Unit. Ownership of a Unit within the Project cannot be separated from Membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Unit shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the Owners' Membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and Membership in the Association may not be transferred except in connection with the transfer of a Unit.

(b) Pursuant to Utah law, the Association shall be managed by a Board of Directors or Trustees and shall be known as the Management Committee. Until such time as the responsibility for electing the Management Committee of the Association is turned over to the Owners in accordance with this Declaration and Utah law, the Declarant shall have the exclusive right to appoint, remove, and replace all such members of the Management Committee.

(c) The vote appurtenant to each respective Unit and its respective weight shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The vote appurtenant to each Unit as set forth in said Exhibit "B" shall have a permanent character

and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration.

(d) The provisions of this Section may be amplified by the Articles of Incorporation and By-laws of the Association; provided, however, that no such amplification shall materially or substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration. The initial By-laws of the Association shall be in the form of Exhibit "C" attached hereto and by this reference made a part hereof.

(e) The Association may obtain and pay for the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, insurance, bonds, and other goods and services necessary or desirable for the Common Areas to the extent Units are not separately metered or billed.

(f) The Association may acquire and hold real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. All such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such Fund.

(g) The Association may make reasonable rules and regulations governing the use of the Units, the Common Areas, the Limited Common Areas, and all parts of the Project, which rules and regulations shall be consistent with the rights and duties established by this Declaration. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of such Owner arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

(h) The Association may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Areas.

(i) All duties, responsibilities, rights, and powers imposed upon or granted to the "Management Committee" or to the "Manager" under the Condominium Act shall be duties, responsibilities, rights, and powers of the Association hereunder.

(j) The Association may exercise any right, power, or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given herein or reasonably necessary to effectuate any such right or privilege.

(k) The Association shall delegate all of its rights, power and authority to the Management Committee and act by and through said Management Committee as hereinafter set forth.

15. Status and General Authority of Committee. Notwithstanding anything herein contained to the contrary, the Condominium Project shall be managed, operated and maintained by the Management Committee exclusively as agent of, and in the name of, the Association and any act performed by the Management Committee pursuant to this Declaration or the By-laws, as the same may be amended from time to time, shall be deemed to be performed by the Committee for and on behalf of the Association as its agent. 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 authorized by the Owners having an interest therein.

(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 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.

(h) The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed at any given time the sum of \$3,000.00 without the prior vote or approval of the Association as a meeting duly called and convened at which a quorum is present.

(i) The authority to promulgate such reasonable rules and 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 of the Association.

(k) The power and authority to hire a professional manager.

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

16. Manager. The Committee shall carry out its functions which are capable of delegation through a Professional Manager. The Manager retained for such purposes shall be an individual, organization 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 Unit Owners and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform the functions or acts required or permitted to be performed by the Management Committee itself. The intended nature of this Project is such that a Professional Manager is absolutely essential to its successful operation. Any agreement, however, for Professional Management shall provide for a term not exceeding three (3) years and shall also provide that either party may terminate the Agreement, with or without cause, and without payment of any termination fee, upon ninety (90) days written notice.

17. Composition of Management Committee. The Committee shall be composed of five members. At the first annual meeting of the Association at which Committee Members are elected, three Committee members shall be elected for two-year terms and two members for three-year terms. At each annual meeting of the Association there-

after any vacant seat on the Committee shall be filled with a member elected for a three-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for Committee membership. At each annual meeting the Percentage Interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that until the happening of the event hereinafter described in this Section, Declarant alone shall be entitled to select all or any portion of the five Committee members.

The event referred to in the first paragraph of this Section shall be the first to occur of the following:

(a) Units to which an aggregate of a least ninety (90%) percent of the Percentage Interest appurtenant to the Project have been conveyed by Declarant.

(b) The expiration of seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

18. Agreement to Pay Assessment. Declarant, for each Unit owned by it within the Project, hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, or by entering into a sale and purchase contract, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. Provided, however, that until a Unit owned by Declarant has been both fully improved with all utilities installed and occupied for the first time in accordance with Section 13 (a) herein, the monthly assessment applicable to such Unit shall be ten (10%) percent of the monthly assessment fixed for other Units.

(a) Amount of Total Annual Assessments. The total annual assessments against all Units shall be based upon advanced estimates of cash requirements by the Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates may include, among other things expenses of management, taxes and special assessments, (until the Units are separately assessed as provided herein), premiums for all insurance which the Committee is required or permitted to maintain pursuant hereto, repairs and maintenance of the Common Areas that must be replaced on a periodic basis, wages for Committee employees, legal and accounting fees, any deficit remaining from previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

(b) Apportionment of Annual and Special Assessments.
All assessments attributable to the Common Areas and to the Project as a whole shall be apportioned among all Owners in proportion to their respective Percentage Interests in the Common Areas.

(c) Notice of Annual Assessments and Time for Payment
Annual assessments shall be made on a calendar year basis, and the first fiscal year shall commence on the date this Declaration is recorded in the office of the Salt Lake County Recorder, Utah and end the following December 31. On or before December 15, 1983 and on or before December 15 of each year thereafter, the Association shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the following fiscal year. The budget shall itemize the estimated amount of Common Expense for such fiscal year, anticipated receipts, and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as the major guideline by which the Project shall be operated during such annual period. Budgets shall be unnecessary for Annual Assessments relative to the operation of the Project during any operating period commencing before January 1, 1983. Such assessment shall be due and payable in a single lump sum payment within thirty (30) days after the beginning of the calendar year; provided, however, at the discretion of the Management Committee, the annual assessment may be paid in equal monthly installments on the first day of each and every month, provided each installment is paid in a timely fashion, time being of the essence. In the event an installment payment is not made by the due date the entire unpaid balance of the annual assessment will be immediately accelerated and will be due and payable immediately; provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Management Committee as the date of commencement of the Project. The original assessment shall be due and payable within thirty (30) days after written notice of the amount thereof shall have been given to the respective Owner of the Unit. Each assessment shall bear interest at the rate of at least eighteen percent (18%) per annum from the date it becomes due and payable until paid. The Management Committee shall have the power and authority to change this interest rate annually in accordance with the prevailing rates, though it shall not be obligated to do so. Moreover, the Management Committee may impose a late payment service charge equal to or greater than ten dollars (\$10.00) for each delinquent monthly assessment. Payments shall commence as to Units sold from the date of closing of the Project, and as to all unsold Units no later than sixty (60) days from the date of closing of first Unit sold.

Each time a legal title to a Unit passes from one person to another, within thirty (30) days after the effective date of such transaction the new Unit Owner shall pay to the Committee, in addition to any other required amounts, the sum of \$50.00 or such other reasonable sum as the Committee deems proper. The provisions of this section of assessments shall apply to the collection of such sum.

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The sums received by the Committee pursuant to this paragraph shall be held by it as a contingency reserve and shall be used at such times and for such purposes as the Committee may determine.

(d) Except with respect to the first fiscal year, the Association shall notify each Owner as to the amount of the Annual Assessment against his Condominium on or before December 15 each year for the fiscal year beginning on January 1 next following.

(e) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth below, except that the vote therein specified shall be unnecessary.

(f) Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized by this Article, the Association may, at any time and from time to time, upon affirmative vote of at least sixty percent (60%) of the Total Votes of the Association, levy Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source of authority for the Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective Percentage Interests in the Common Areas. Notice in writing of the amount of such special assessments and the time for payment shall be due not less than fifteen (15) days after such notice shall have been given. A special assessment shall bear interest at the rate of at least eighteen percent (18%) per annum from the date it becomes due and payable if not paid within fifteen (15) days after such date. Again, the Management Committee shall have the power and the authority, though not the duty, to alter this interest rate with each special assessment to reflect the prevailing interest rate.

(g) Lien for Assessments. All sums assessed to any Unit pursuant to this Declaration, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (a) valid tax and special assessments liens on the Unit in favor of any governmental assessing authority; and (b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in the Official Records of Salt Lake County, Utah, including all unpaid obligatory advances to be made pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens

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shall be inferior to future liens for assessments, as provided here-
in, whether or not such consent be specifically set forth in the
instruments creating such liens.

To evidence a lien for sums assessed hereunder, the Comm-
mittee may prepare a written notice of lien setting forth the amount
of the assessment, the date due, the amount remaining unpaid, the name
of the Owner of the Unit and a description of the Unit. Such a notice
shall be signed by the Committee or its authorized agent and may be
filed in the office of the County Recorder of Salt Lake County,
Utah. No notice of lien shall be recorded until there is a delinquen-
cy in payment of the assessment. Such lien may be enforced by judicial
foreclosure by the Committee in the same manner in which mortgages on
real property may be foreclosed in Utah. In any such foreclosure,
the Owner shall be required to pay the costs and expenses of such
foreclosure, including the costs and expenses of filing the notice of the lien
and the court costs and reasonable attorneys' fees. All such costs,
expenses and fees shall be secured by the lien being foreclosed. The
Owner shall also be required to pay to the Committee any assessments
due on the Unit which shall become due during the period of fore-
closure. In the event of foreclosure, after the institution of the
foreclosure the Unit Owner shall pay a reasonable rental for his use of the
Unit. The Committee, shall, without regard to the value of the
Unit, be entitled to the appointment of a receiver to collect any ren-
tal due from the Owner or any other person. The Committee shall have
the right and power to bid an amount equal to its then existing lien
at the foreclosure sale or other legal sale and to acquire, hold,
convey, lease, rent, encumber, use and otherwise deal with the same
as the Owner thereof.

A release of notice of lien shall be executed by the Comm-
mittee and recorded in the Office of the County Recorder of Salt Lake
County, Utah, upon payment of all sums secured by a lien which has
been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall
not be required to pay, any amounts secured by the lien created here-
under, and upon such payment such encumbrancer shall be subrogated to
all rights of the Committee with respect to such lien, including
priority.

The Committee shall report to any encumbrancer of a Unit
any unpaid assessments remaining unpaid for thirty days after the
same shall have become due; provided, however, that such encumbrancer
must shall have furnished to the Committee written notice of such
encumbrancer.

(h) Personal Obligation of Owner. The amount of any
regular or special assessment against any Unit shall be the personal
obligation of the Owner thereof to the Association. Suit to recover
such assessment by judgement for such personal obligation shall be maintainable
by the Committee without foreclosing or waiving the lien securing the
assessment. No Owner may avoid or diminish any personal obligation by

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of the use and enjoyment of any of the Common Areas or by
of his Unit. The Association shall be entitled to
all related costs including but not limited to a reasonable
fee.

(i) Statement of Account. Upon payment of a reason-
able amount not to exceed ten dollars (\$10.00), or such other amount
as may in the future be allowed by the Act, and upon written request
of an Owner or any Mortgagee, prospective Mortgagee or prospective
purchaser of a Unit, the Committee shall issue a written statement
setting forth the amount of the unpaid assessments, if any, with re-
spect to such Unit; amount of the current yearly assessment and the
date such assessment becomes or became due; credit for advanced
payments or prepaid items, including, but not limited to, an Owner's
prepaid insurance premiums; and such statement shall be con-
sidered as evidence upon the Committee in favor of persons who rely thereon in
good faith. Unless such request for a statement of account shall be
received with within twenty (20) days, all unpaid assessments which
are due prior to the date of making such request shall be subordi-
nate to the lien of a Mortgagee which acquired its interest subsequent
to the date of requesting such statement. Where a prospective purchaser makes such
request, both the lien for such unpaid assessments and the personal obli-
gation of the purchaser shall be released automatically if the statement
is furnished within the (20) day period provided herein and there-
after an additional written request is made by such purchaser and is not
received with within ten (10) days, and the purchaser subsequently acquires
the Unit.

(j) Personal Liability of Purchaser for Assessments.
Notwithstanding to the provisions of subparagraph (i) a purchaser of a Unit
shall be jointly and severally liable with the seller for all unpaid
assessments against the Unit up to the time of the grant or convey-
ance, without prejudice to the purchaser's right to recover from the
seller the amount paid by the purchaser for such assessments.

(k) Amendment of Article. Except for Declarant's right
to unilaterally amend this Declaration as set forth herein, this
Declaration shall not be amended unless seventy-five (75%) percent of
the Owners of all Units in the Project consent and agree to such
amendment in duly recorded instrument.

19. Transition of Project Management. Notwithstanding any-
thing to the contrary contained in this Declaration, 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 Commi-
tee selected by Unit Owners. If and when Declarant elects to do so,
Declarant shall notify Owners in writing the effective date of such
transfer (Transfer Date) at least 45 days prior thereto. Thereupon,
the Owners shall call a meeting to elect the members of the Management
Committee to take office as of the Transfer Date. Declarant covenants
to cooperate with Unit Owners in effecting orderly transition of manage-
ment. Moreover, Declarant shall cause all obligations for Common Expen-

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The Committee prior to the Transfer Date to be paid in full on or such date. Accordingly, it is intended that the cash position of the Committee as of the Transfer Date will be zero.

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

(a) A Standard Multi-peril policy or policies of fire and other hazard insurance covering the entire Project (both Units and Common Areas), with extended coverage and all other coverage in the same amounts and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost). Each policy shall contain the standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association for the benefit of mortgagees as their interests may appear. The assured shall be the Association as a trustee for the Unit Owners, or their duly authorized representative. Such insurance must provide protection against the following: loss by fire and other hazards covered by the policy and extended coverage.

(b) A Standard Comprehensive policy of public liability covering all of the Common Areas insuring the Association, the Management Committee, the Manager, and the Unit Owners against any liability arising from the ownership, use, or operation of the Common Areas and Units of the Project or of any Unit which may arise among themselves, to the public, or to any invitees, or tenants of the Project, or the Unit Owners. Limits of liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) covering all claims for personal property injury and/or property damage arising out of a single occurrence, including protection against water damage liability, liability for non-owned and hired automobile and liability for property of others. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of the Association or Owner because of negligent acts of the Association or other Unit Owners. The scope of coverage must include all other coverage in the same amounts required by private institutional mortgage investors for similar projects in location, construction and use.

(c) The Association shall maintain standard fidelity coverage to protect against dishonest acts on the part of Committee Members, employees (including, but not limited to employees of professional firms), employees, or volunteers responsible for handling funds entrusted to or administered by the Association. The fidelity bond shall name the Association as the obligee and shall be in an amount equal to at least the estimated maximum of funds, including reserve funds, in the custody of the Association or the Committee Members or Manager at any given time during the term of the fidelity bond. Provided, however, the bond shall not be less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds, unless a greater amount is required by a majority of the Unit Owners or their designees. In connection with such coverage an

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appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. All fidelity bond coverage shall provide that they may not be cancelled or substantially modified (including cancellation for no payment of premium) without at least thirty (30) days' prior written notice to the servicer on behalf of Mortgagees.

(d) The Project is not located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards. In the event that at some future time the Project should be declared to be in such flood area, a standard 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 following additional provisions shall apply with respect to insurance:

(a) In addition to the insurance and bond coverage 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 all condominium projects similar to the Project in construction, nature and use.

(b) All insurance policies shall be written by a company holding a financial rating of Class VI or better as designated in Best's Insurance Reports. Each insurer must be specifically licensed to transact business within the State of Utah. Policies are unacceptable where (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against the Borrower or the Mortgagee; or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Mortgagee, or the borrower from collecting insurance proceeds.

(c) The Committee shall have exclusive 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 provide: a standard mortgagee clause commonly accepted by private institutional mortgage investors in the Area

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in which the Project is located; a waiver (if available) of the insurer's subrogation rights with respect to 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 member, officer, or employee of the Committee or 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 which must provide that the insurance carrier shall notify in writing any and all insured, including the servicers on behalf of Mortgagees thereof at least thirty (30) days in advance of the effective date of any substantial modification or cancellation of the policy.

(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.

(g) Insurance coverage required by this Section 20 must not be prejudiced by (i) any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Project over which the Association has no control.

(h) All policies of property insurance must provide that notwithstanding any provision affording the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the insurance may be a party, or any requirement of law.

(i) The foregoing provisions of Section 20 shall not be construed to limit the power or authority of the Committee or Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Committee or Association may deem proper from time to time.

21. Owner's Own Insurance. Each Owner, at his own expense, shall procure and maintain at all times fire and extended coverage insurance covering all furnishings, fixtures, equipment, and improvements located in his Unit against loss by fire and other casual-

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ties, including without limitation vandalism and malicious mischief, in an amount equal to at least eighty percent (80%) of the full replacement value thereof. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article, and all proceeds of such insurance shall be used exclusively to repair and replace such furnishings, fixtures, equipment, and improvements. Each Owner shall provide satisfactory evidence of such casualty insurance to the Association promptly upon request. Notwithstanding the provisions hereof, each Owner may obtain insurance at his own expense providing coverage upon his Condominium, his personal property, for his personal liability, and covering such other risks as he may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance of the Owner's Condominium and risks associated therewith shall contain a waiver of the insurance company's right of subrogation against the Association, the Declarant, the Manager, other Owners, and their respective servants, agents, and guests.

22. 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) Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his attorney shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

(b) Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

(c) Procedures. In the event any part of the Project is damaged or destroyed, the Association shall proceed as follows:

(i) Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part

of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct that part of the Project damaged or destroyed.

(ii) Sufficient Insurance. If the proceeds of the insurance maintained by the Association exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out. In the event the proceeds of such insurance prove insufficient to pay the actual costs of such repair and reconstruction, the Association shall levy a Special Assessment sufficient to provide funds to pay such actual costs of repair and reconstruction. Such Special Assessment shall be allocated and collected as provided hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) prove insufficient to pay all actual costs of such repair and reconstruction.

(iii) Insufficient Insurance--Less than 75% Destruction. If the proceeds of the Insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Building is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessment shall be allocated and collected as provided hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(iv) Insufficient Insurance--75% or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Building is damaged or destroyed, such damage or destruction shall be repaired and reconstructed as provided hereof, if but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction. If, however, the Owners shall not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the total votes of the Association to carry out such repair and reconstruction, the Association shall record in the office of the

County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

(a) The Project shall be deemed to be owned in common by the Owners;

(b) The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;

(c) Any liens affecting any of the Condominiums shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

(d) The Project shall be subject to an action for partition at the suit of the Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, as set forth in Exhibit A hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

(d) Repair or Reconstruction. If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before.

(e) Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Section (b) and (c) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair and reconstruction shall be made from insurance proceeds; if there

is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Areas.

(f) Amendment of Articles. Except for Declarants unilateral right to amend this Declaration as set forth herein, this Section shall not be amended unless seventy-five (75%) percent of the Owners of all Units in the Project consent and agree to such amendment by duly executed and recorded instruments.

23. Certain Provisions Applicable to Declarant. Notwithstanding any other provisions 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 as 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 five (5) or more Units; provided, however, that the obligation to acquire said written consent of Declarant shall cease on a date seven (7) years from the date of recording of the final addition to the Project.

24. Amendment. Except as hereinafter provided, the vote of at least sixty (60%) percent of the Percentage Interest of the Unit Owners in person or represented by proxy at a meeting of the Association at which a quorum is present shall be required to amend the 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) Notwithstanding anything to the contrary contained in the Declaration, until all but five (5) 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 or amendment, so long as the

amendment involved is consistent with law and does not attempt to divest any vested property rights of any Owner or first Mortgagee.

(b) Notwithstanding anything to the contrary contained in the Declaration, including in the immediately preceding paragraph, neither the insurance provisions of Section 20, nor the rights of Mortgagee protection provisions of paragraph 9, shall be amended without the written approval of all institutional first Mortgagees.

25. 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 requirements 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.

26. Service of Process. Steven D. Crawley, whose address is 2225 East 4800 South, Suite 107, 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.

27. Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

(a) Proceeds. All compensation, damages, or other proceeds therefrom, the sum or which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(b) Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among and paid to the Owners in the same proportion as undivided interests in Common Areas are held as provided in Exhibit "B" to this Declaration.

(c) Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compen-

damages, or other proceeds, and shall apportion the amounts allocated among the Owners, as follows: (a) the total amount allocated to taking of or injury to the Common Areas shall be apportioned among Owners in proportion to their respective undivided interests in the Common Areas, (b) the total amount allocated to severable damages shall be apportioned to those Condominium Units which were taken or condemned, (c) the respective amounts allocated to taking of or injury to a particular Unit and/or improvements thereon shall be apportioned to the Owner of such Unit and/or improvements as has made within his own Unit shall be apportioned to the Owner of such Unit involved, and (d) the total amount allocated to severable damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is established in negotiation, judicial decree, or otherwise, the Association in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. The distribution of apportioned proceeds shall be made by checks payable directly to the Owners and their Mortgagees respectively.

(d) Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessments to be determined in accordance with this Declaration according to the principles employed in this Declaration at its inception and shall permit such reallocation to the Owners of remaining Units for the remainder of this Declaration.

(e) Reconstruction and Repair. Any reconstruction or repair necessitated by condemnation shall be governed by the provisions specified herein in cases of Casualty Damage or Destruction.

28. Obsolescence. Owners may at any time by an affirmative vote of at least eighty-five (85%) percent or more of the Total Voting Interest of the Association at a Special meeting of the Association for that purpose agree that the Project is obsolete and adopt a plan for the renewal and reconstruction of the Project, provided that such plan has the unanimous written approval of all Mortgagees of record at the time of the adoption of such plan. Notice of adoption of such a plan shall be given to all Owners.

(a) Payment for Renewal and Reconstruction. The Association shall levy a Special Assessment sufficient to provide funds for the estimated expenses of renewal or reconstruction. Such Special Assessment shall be allocated and collected as provided hereon except that the vote therein specified shall be unnecessary. Further assessments may be made in like manner if the amounts collected prove insufficient to pay the actual expenses of such renewal or reconstruction. In the event amounts collected pursuant hereto are in excess of the amounts required for renewal or reconstruction, such excess shall be allocated to the Owners in proportion to their respective percentages of ownership of the Common Areas.

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(b) Sale of Project. Notwithstanding any other provisions of this Declaration, the Owners may at any time, by an affirmative vote of at least eighty-five (85%) of the Total Votes of the Association at a special meeting of the Association called for that purpose, elect to sell or otherwise dispose of the Project. In such event, the Association shall forthwith record in the office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts, and upon the recording of such notice by the Association, the Project shall be sold or otherwise disposed of by the Association as attorney in fact for all of the Owners. Such action shall be binding upon all Owners and each Owner shall have the duty to execute and deliver such instruments and to perform all acts in such manner and to the extent may be necessary or appropriate to effect such sale or disposition of the Project. The proceeds of such sale or disposition shall be apportioned among the Owners in proportion to their respective undivided interests in the Common Areas, and such apportioned proceeds shall be paid to separate accounts, each such account representing one Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Unit designation and the name of the Owner. The Association, as attorney in fact, shall use and disburse the total amount of each such account, without contribution from one account to another, first to the payment of valid tax and special assessment liens on the Unit in favor of governmental assessing authority, second to the payment of assessments due pursuant to this Declaration, third to the payment of other holders of liens or encumbrances on the Unit in the order of priority of their liens, and the balance remaining, if any, to the respective Owner.

(c) Removal from provisions of the Act. All of the Owners may remove a property from the provisions of the Act by instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property.

Upon removal of the property from the provisions of this Act, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which shall pertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities.

(d) Removal no bar to subsequent resubmission. The removal provided for above shall not bar the subsequent resubmission of the property to the provisions of the Act.

29. Rights of Mortgagee. Notwithstanding anything to the contrary contained in the Declaration:

(a) An adequate reserve fund for repair, maintenance and replacement of those elements of the Common Areas that must be replaced on a periodic basis must be established

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and shall be funded by regular monthly payments rather than by special assessments.

(b) Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage of 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, and no right of first refusal shall impair the rights of any first mortgage to: (i) foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage, or (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or (iii) interfere with a subsequent sale or lease of the Unit so acquire by the Mortgagee.

(c) 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 holders 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 Owner of any insurance proceeds regardless of the amount of loss. Upon request of any first mortgagee of the Association must provide a letter to said first Mortgagee wherein the Association agrees to notify the first Mortgagee or any organization it designates at the address indicated by the Mortgagee whenever (i) damage to a Unit covered by the first Mortgagee's Mortgage exceeds \$1,000.00, or (ii) damage to the Common Areas and related facilities exceeds \$10,000.00.

(d) 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, 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 Owner of the proceeds of any award or settlement.

(e) 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, or any purchaser at a foreclosure sale, 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 Mortgagee.

(f) Any holder of a Mortgage is entitled to written notification from the Committee of any default by the mortgagor of such Unit in the performance of such mortgagor's obligation(s) under the Declaration which is not cured within sixty (60) days.

(g) 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 Mortgage on the Unit recorded prior to the date any such Common Expense Assessments become due.

(h) Unless 100% of the institutional holders of first Mortgages (based on one vote for each Mortgage owned) of Units have given their prior written approval, neither the Management Committee, Declarant, Owners, nor the Association shall:

(1) By act or omission, seek to abandon or terminate the Project, except 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 Percentage Interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for (ii) determining the pro-rata share of ownership of each Unit in the apartment Common Areas.

(3) Partition or subdivide any Unit or of the Common Areas.

(4) Make any material amendment to the Declaration or to the By-laws of the Association, including, but not limited to, any amendment which would change the Percentage Interests of the Unit Owners in the Common Areas, terminate professional management and permit self management of the Project.

(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

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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.

(i) Any institutional holder of a Mortgage (or trust deed) of a Unit in the Project will, upon request, be entitled to examine the books and records of the Project during normal business hours.

(j) 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 Mortgage (or trust deed) affecting the Unit. The Management Committee or Manager shall maintain a current roster of Unit Owners and of the holders of Mortgages (or trust deed) affecting Units in the Project.

(k) Any agreement for professional management which may be entered into by the Committee or the Association shall provide for a term not exceeding three (3) years and shall also provide that either party, with or without cause, and without payment of any termination fee, may terminate such agreement upon ninety (90) days written notice.

30. Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its Percentage 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, 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.

31. Covenants to Run With Land; Compliance. This Declaration and all the provisions hereof shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall insure 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, the By-laws, 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 such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

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32. 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 transferees or new occupant within one week of any transfer of title or possession on a form furnished by the Committee.

33. Liability and Indemnification of Management Committee. No member of the Management Committee shall be liable to the Unit Owners for any mistake of judgement, for negligence, or on other grounds, except for such member's own individual and willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Management Committee from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Owners, unless such contract was made in bad faith or contrary to the provisions of the Act or this Declaration. The liability of any Unit Owner arising out of any contract made by the Management Committee or out of the Indemnification provision set forth in the foregoing portion of this Section shall be limited to the total liability concerned multiplied by such Owner's undivided ownership interest in the Common Areas.

34. Intent and Purpose. The provisions of this Declaration, and any Supplemental or Amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision, restriction, covenant, or condition contained in this Declaration, or in any Supplemental or Amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

35. Construction. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Act and all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to expand, limit, or otherwise affect the meaning or interpretation of this Declaration or any provisions hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

36. Notices and Registration of Mailing Address. Each Owner shall register from time to time with the Association his current mailing address. All notices, demands, and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by first class U.S. mail, postage prepaid, addressed to the

Owner at his registered mailing address or, if no address has been registered, to the Unit of such Owner. All notices, demands, and other communications to the Association as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally delivered or is sent by first class U.S. mail, postage prepaid, addressed to the Association at its office at 2225 East 4800 South, Suite 107, Salt Lake City, Utah 84117, or to such other address as the Association may hereafter specify to the Owners in writing. Any notice, demand, or communication referred to in this Declaration shall be deemed to have been given and received when personally delivered or when deposited in the U.S. mail, postage prepaid, and in the form provided for in this Section, as the case may be.

37. Audit. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association. The Association, at the expense of the Common Expense Fund, shall obtain and audit, by certified public accountants, of all books and records pertaining to the Project at no greater than annual intervals, and copies thereof shall be furnished to the Owners.

38. Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling under contract his Condominium. The Owner of a Condominium within the Project shall have no obligation for expenses or other obligations accruing after he conveys such Condominium of record.

39. Conflicts. This Declaration is set forth to comply 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.

40. Effect of Recorded Instruments. At any point in time, the Declaration and the Map concerning each phase which is then a part of the Project shall constitute but constituent parts of a single Declaration and Map affecting the Project. Accordingly, in the event the provisions of the separate instruments conflict irreconcilably, the terms of that instrument which is last recorded shall control.

41. 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 Declarant has executed this Declaration the day and year first above written.

DECLARANT:

CITY GATE CONDOMINIUM PARTNERSHIP,
a Utah Limited Partnership

By Barbara B. Bradshaw
Barbara B. Bradshaw
Secretary

By Douglas C. Bradshaw
Douglas C. Bradshaw
President of Bradshaw
Development Company, General Partner

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

On the 1 day of July, 1981, personally appeared before me DOUGLAS C. BRADSHAW and BARBARA B. BRADSHAW who being by me duly sworn did say that they are the President and Secretary, respectively, of Bradshaw Development Company, a Utah corporation, the General Partner of City Gate Condominium Partnership, a Utah Limited Partnership, and that the within and foregoing Declaration of Condominium for the Wilshire, a Condominium Project, was signed in behalf of said partnership by authority of its Partnership Agreement; said DOUGLAS C. BRADSHAW and BARBARA B. BRADSHAW each duly acknowledged to me that said partnership executed the same.

St. Crawley
NOTARY PUBLIC
Residing at 111 Lake Court

My Comm. Expires
STEVEN D. CRAWLEY
NOTARY PUBLIC
STATE OF UTAH

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APPROVAL BY CITY

SALT LAKE CITY, a body corporate and politic, and the City in which THE WILSHIRE, a Utah condominium project, is located, by and through its duly elected Mayor, does hereby give final approval to the said Project, to the foregoing Declaration, to the Record of Survey Map recorded concurrently herewith, and to the attributes of said Project which are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act, as amended and expanded by the laws of Utah, 1975, Chapter 173, Section 18.

DATED: August 9, 1983

SALT LAKE CITY

By [Signature]
Mayor

ATTEST:

[Signature] Recorder


APPROVED

JUG - 9 1983

CITY RECORDER

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EXHIBIT "A"

OF

THE WILSHIRE CONDOMINIUM PROJECT

The following described tract of real property situated in the County of Salt Lake, State of Utah, to-wit:

Beginning at a point on the Southwesterly right-of-way line of a highway known as Highway Project No. F-033-1 (3) said point being North 89°58'00" East 49.534 feet and South 0°00'51" East 33.018 feet from the Northwest corner of Lot 8, Block 29, Plat "B", Salt Lake City Survey said point also being South 89°58'09" West 181.542 feet and South 0°00'51" East, 100.533 feet from a Salt Lake City Monument at the intersection of 400 South Street and 1000 East Street and running thence South 42°30'03" East, 50.030 feet along said right-of-way line; thence South 15°59'30" East, 37.080 feet along said right-of-way line; thence South 8°09'31" East, 154.790 feet along the Westerly right-of-way line of 1000 East Street; thence South 5°23'05" East, 48.700 feet along said right-of-way; Thence South 4°48'42" East 22.977 feet; more or less along said right-of-way to the South line of said Lot 8; thence South 89°57'54" West, 121.940 feet, more or less, along said South line to the Southwest corner of said Lot 8; thence North 0°00'48" West, 314.171 feet along the West line of said Lot 8, more or less, to said Southwesterly Highway right-of-way line; thence South 71°04'48" East, 52.388 feet, more or less along said highway right-of-way line to the point of beginning.

RESERVED FROM THE FOREGOING SUBMISSION are such easements and rights of ingress and egress over, across, through, and under the above-described Tract 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. And subject also, to easements of record and visible and subject, further, to restrictions, provisions and covenants of record.

EXHIBIT "B"

THE WILSHIRE CONDOMINIUM PROJECT

<u>Unit No.</u>	<u>Par Value (in Points)</u>	<u>Percentage Interest</u>
301	2048	.020479
302	1947	.0194695
303	"	"
304	"	"
305	"	"
306	"	"
401	2048	.020479
402	1947	.0194695
403	"	"
404	"	"
405	"	"
406	"	"
408	1830	.0183027
501	2048	.020479
502	1947	.0194695
503	"	"
504	"	"
505	"	"
506	"	"
507	2200	.02200
508	1830	.0183027
601	2048	.020479
602	1947	.0194695
603	"	"
604	"	"
605	"	"
606	"	"
607	2200	.02200
608	1830	.0183027
701	2048	.020479
702	1947	.0194695
703	"	"
704	"	"
705	"	"
706	"	"
707	2200	.02200
708	1830	.0183027

Exhibit "B"
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<u>Unit No.</u>	<u>Par Value (in Points)</u>	<u>Percentage Interest</u>
PH1	7181	.071808
PH3	3596	.035963
PH4	3596	"
PH5	3596	"
PH6	3596	"
PH7	2200	.02200
PH8	3400	.033996

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EXHIBIT "C"

BY-LAWS

FOR

THE WILSHIRE

ARTICLE I

PLAN OF UNIT OWNERSHIP

1. Condominium Submission. The Land located in Salt Lake County, Utah, has been submitted to the provisions of the Act by the Declaration recorded in the Office of the County Recorder of Salt Lake County, Utah, to which these By-Laws are annexed.

2. Office. The office of the Project and of the Management Committee shall be located at the Project or at such other place as may be designated from time to time by the Management Committee (hereinafter sometimes called the "Committee").

3. By-Laws Applicability. All present and future Owners, tenants, future tenants, lessees, their guests, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the facilities or the Project, shall be subject to these By-Laws. Acquisition, lease, rental or occupancy of any of the Units in the Project shall constitute an acknowledgement that such Owner, tenant, lessee or occupant has accepted and ratified these By-Laws, the provisions of the Declaration and the rules and regulations promulgated from time to time by the Management Committee and will comply with them.

ARTICLE II

ASSOCIATION

1. Composition. All of the Unit Owners, acting as a group in accordance with the Act, the Declaration and these By-Laws, shall constitute the Association. Except as to those matters which the Act or the Declaration specifically requires to be performed by the vote of the Unit Owners, the Administration of the Project shall be performed by the Committee.

2. Voting. The total number of votes in the Association shall be 100% and each Unit shall be entitled to the number of votes proportionate to the Percentage Interest assigned to such Unit as it may exist at any given time. Since Unit Owner may be more than one person, if only one of such persons is present at a meeting of

the Association that person shall be entitled to cast the votes appertaining to that Unit. But if more than one person of such persons is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. Since a person need not be a natural person, the word "person" shall be deemed for the purposes of this Section to include, without limitation, any natural person having authority to execute deeds on behalf of any person, excluding natural persons, a Unit Owner. Except where a greater number is required by the Act, the Declaration, or these By-Laws, a majority of the votes of Unit Owners present in person or represented by proxy in good standing and entitled to vote is required to adopt decisions at any meeting of the Association. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit is entitled.

3. Place of Meeting. Meetings of the Association shall be held at the principal office of the Project or at such other suitable place as may be designated by the Committee and stated in the notice of the meeting.

4. Annual Meeting. The first annual meeting of the Association shall be held at 7:30 p.m. on the first Tuesday after the expiration of forty-five (45) days following transition as set for in Sections 17 and 19 of the Declaration, and on the first Tuesday in December of that and each succeeding year. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of the meeting shall be at a convenient location in Salt Lake County, Utah specified in the notice of meeting. At least ten (10) days but not more than thirty (30) days before the date of the annual meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each person appearing, in the records of the Committee at the time of delivery or mailing. Such notice shall state the time, place, and general purpose of the meeting.

5. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Committee or, after all of the Committee has been elected by Unit Owners other than Declarant, upon a petition signed and presented to the Secretary by Owners having not less than twenty (20%) percent of the votes of all Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Secretary to mail, by United States mail, postage prepaid, a notice of (a) each annual meeting of the Owners, at least twenty (20) days in advance

of such meeting and (b) each special meeting of the Owners at least ten (10) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of their respective Units and at such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

7. Voting Requirements. An Owner shall be deemed to be "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all due installments or assessments made or levied against him and his Unit by the Committee as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid. The proxy of any person shall be void if not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy, and must be filed with the Secretary not less than three (3) days before the meeting.

9. Quorum. Except as may otherwise be provided herein or by statute, fifty-one percent (51%) of the Percentage Interest shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than forty-eight (48) hours, and no later than thirty (30) days after the time set for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting.

10. Order of Business. The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of special committees, if any; (f) election of inspectors of election, if applicable; (g) election of Committee Members, if applicable; (h) unfinished business; and (i) new business.

11. Title to Unit. Title to Units may be taken in the name of natural person or in the names of two or more natural persons, or in the name of a corporation, partnership, association or other entity capable of holding title to real property, or any combination thereof.

12. Conduct of Meeting. The Chairman shall, or in his absence the Vice-Chairman preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

ARTICLE III

MANAGEMENT COMMITTEE

1. Powers and Duties. The affairs and business of the Association shall be managed by the Committee which shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration and may do all such acts and things as are not by the Act or by these By-Laws directed to be exercised and done by the Association. The Committee shall have the power from time to time to adopt any rules and regulations deemed necessary for the enjoyment of the Project provided such rules and regulations shall not be in conflict with the Act, the Declaration or these By-Laws. The Committee shall delegate to one of its members the authority to act on behalf of the Committee on all matters relating to the duties of the Manager, if any, which might arise between meetings of the Committee. Subject to any limitations or provisions contained in the Declaration, the Committee shall be responsible for the following:

(a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;

(b) Making assessments against Owners to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Committee, the annual assessment against each Owner for his proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

(c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Areas and services of the Project.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Property, and, where

appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Owners.

(e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Property.

(f) Making and amending rules and regulations respecting the use of the Property.

(g) Opening of bank accounts on behalf of the Project and designating the signatories required therefor.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these By-Laws, after damage or destruction by fire or other casualty.

(i) Enforcing by legal means the provisions of the Declaration, these By-Laws and rules and regulations for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Owners.

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Project and not billed to the Owners of individual Units.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Project, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Committee for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices, and the same, upon resolution of the Association, shall be audited at least once a year by an outside auditor employed by the Committee who shall not be a resident of the Project, or an Owner therein. The cost of such audit shall be a Common Expense. A copy of the annual audit report shall be supplied to any first mortgagee of any Unit in the Project who requests the same in writing from the Secretary.

(m) To do such other things and acts not inconsistent

with the Act, the Declaration or the By-Laws or by a resolution of the Association.

(n) The Committee shall carry out its duties and functions which are capable of delegation through a Professional Manager. The Manager retained for such purposes shall be an individual, organization 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 Unit Owners and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform the functions or acts required or permitted to be performed by the Management Committee itself. The intended nature of this Project is such that a Professional Manager is absolutely essential to its successful operation.

2. Composition of Management Committee. The Committee shall be composed of five members. At the first annual meeting of the Association three Committee members shall be elected for two-year terms and two members for three-year terms. At each annual meeting of the Association thereafter any vacant seat on the Committee shall be filled with a member elected for a three-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for Committee membership. At each annual meeting the Percentage Interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that until the happening of the event hereinafter described in this Section 2 Declarant alone shall be entitled to select all or any portion of the Committee Members.

The event referred to in the first paragraph of this Section 2, shall be the first to occur of the following:

(a) Units to which an aggregate of a least ninety (90%) percent of the Percentage Interest then appurtenant to the Project have been conveyed by Declarant; or

(b) The expiration of seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

3. Election and Term of Office of the Committee. At the first annual meeting of the Association, subject to the provisions of Section 2 of this Article III, five (5) members of the Committee shall be elected. The term of office of the Committee members shall be as set forth in Section 2 of this Article III. At the expiration of the initial term of office of such respective member, each successor shall be elected at subsequent annual meetings of the Association to serve a term of three (3) years. The Committee members shall hold office until their respective successors have been elected and hold their first meeting.

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4. Organization Meeting. The first meeting of the members of the Committee following the annual meeting of the Association shall be held within ten (10) days after the annual meeting at such place as shall be fixed by the Committee at the meeting at which such Committeemen were elected, and no notice shall be necessary to the newly elected Committee Members in order legally to constitute such meeting provided that majority of the whole Committee shall be present thereat.

5. Regular Meetings. Regular meetings of the Committee may be held at such time and place as shall be determined, from time to time, by a majority of the Committee, but at least six (6) such meetings shall be held during each fiscal year after the first annual meeting of the Association. Notice of regular meetings of the Committee shall be given to each member, personally, by mail or by telephone, at least three (3) business days prior to the day named for such meeting.

6. Special Meetings. Special meetings of the Committee may be called by the Chairman on three (3) business days' notice to each member. Such notice shall be given personally, by mail or by telephone, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Committee shall be called by the Chairman or Secretary in like manner and on like notice on the written request of at least two (2) Committeemen.

7. Waiver of Notice. Before or at any meeting of the Committee, any Committeeman may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Committeeman at any meeting of the Committee shall be a waiver of notice by him of the time and place thereof. If all the Committeemen are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

8. Committee's Quorum. At all meetings of the Committee, a majority of the Committeemen shall constitute a quorum for the transaction of business, and the acts of the majority of the Committeemen present at a meeting at which a quorum is present shall be the acts of the Committee. If, at any meeting of the Committee, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. Vacancies. Vacancies in the Committee caused by any reason other than removal of a Committeeman by a vote of the Association shall be filled by vote of the majority of the remaining Committeemen, at a special meeting of the Committee held for that purpose promptly after the occurrence of any such vacancy, even though the Committeemen present at such meeting may constitute less than a quorum of the Committee; and each person so elected shall be a Committeeman for the remainder of the term of the Committeeman so replaced

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and until a successor is elected at the next annual meeting of the Association; provided, however, that the vacancy of any Committeeman designated by the Declarant pursuant to a right of the Declarant to make designation shall be filled by the Declarant.

10. Removal of Committeemen. A Committeeman may be removed with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum is present, by an affirmative vote of a majority of the votes represented and voting. Any Committeeman whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Notwithstanding anything in this Section to the contrary, no person selected and designated by the Declarant as a member of the Committee may be removed without the consent of the Declarant and in such event the Declarant shall select and designate his successor.

11. Compensation. No Committeeman shall receive any compensation from the Condominium for acting as such.

12. Conduct of Meeting. The Chairman shall preside over all meetings of the Committee and the Secretary shall keep a Minute Book of the Committee recording therein all resolutions adopted by the Committee and a record of all transaction and proceedings occurring at such meetings.

13. Report of Committee. The Committee shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

14. Fidelity Bonds. The Committee shall require that all officers, agents (including professional Manager and its employees) and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall constitute a Common Expense. The Committee shall provide fidelity insurance coverage as required by the Declaration.

ARTICLE IV

OFFICERS

1. Designation. The principle officers of the Condominium shall be a Chairman, a Vice-Chairman, a Secretary and a Treasurer, all of whom shall be elected by the Committee. The Committee may appoint assistant secretaries and such other officers as in its judgment may be necessary. With the exception of the Chairman, no officer need be a member of the Committee. Two or more offices may be held by the same person, except that the Chairman shall not hold any other office.

2. Election of Officers. The officers of the Condominium shall be elected annually by the Committee at the organization meeting of each Committee and shall hold office at the pleasure of the Committee. Any vacancy in an office shall be filled by the Committee at a regular meeting or special meeting for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Committee may be removed at any time by the affirmative vote of a majority of the whole Committee, and his successor may be elected at any regular meeting of the Committee, or at any special meeting of the Committee for such purpose.

4. Chairman. The Chairman shall be the chief executive officer; he shall preside at meetings of the Association and the Committee and shall be an ex officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Committee are carried into effect. He shall have all of the general powers and duties which are usually vested in or incident to the office of president of a stock corporation organized under the laws of the State of Utah.

5. Vice-Chairman. The Vice-Chairman shall, in the absence or disability of the Chairman, perform the duties and exercise the powers of the Chairman, and shall perform such other duties as the Committee or the Chairman shall prescribe. If neither the Chairman nor the Vice-Chairman is able to act, the Committee shall appoint a member of the Committee to do so on an interim basis.

6. Secretary. The Secretary shall attend all sessions of the Committee and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notice of all meetings of the Association, the Committee and committees and shall perform such other duties as may be prescribed by the Committee. The Secretary shall compile and keep current at the principal office of the Condominium, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Committee including resolutions.

7. Treasurer. The Treasurer shall have the custody of all funds and securities that are not under the control of the Managing Agent, and, with the assistance of the Managing Agent, shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all moneys and

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other valuable effects in such depositories as may be designated by the Committee. He shall disburse funds as ordered by the Committee taking proper vouchers for such disbursements, and shall render to the Chairman and Committeemen, at the regular meetings of the Committee, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Project.

8. Agreement, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Project for expenditures or obligations shall be executed by any two officers of the Committee or by such other person or persons as may be designated by the Committee.

9. Compensation of Officers. No officer shall receive any compensation from the Committee for acting as such.

ARTICLE V

FISCAL YEAR

The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year shall begin at the date of organization and terminate on December 31. The fiscal year herein established shall be subject to change by the Committee should it be deemed advisable or in the best interests of the Association.

ARTICLE VI

AMENDMENT TO BY-LAWS

1. Amendments. Except as otherwise provided in this Section, these By-Laws may be modified or amended either (i) by a vote of at least fifty-one percent (51%) of the Percentage Interest at any regular or special meeting at which a quorum is present, provided that Notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting, or (ii) pursuant to a written instrument duly executed by at least fifty-one percent (51%) of the Percentage Interest, provided, however, that (a) Section 2 of Article III, insofar as it relates to the selection of members of the Committee by the Declarant, (b) Section 2 of Article II, insofar as it provides that the Declarant, so long as it is the Owner of one or more Units, may vote the votes appurtenant thereto, and (c) this Section 1 of Article VI, may not be amended without the consent in writing of the Declarant, so long as the Declarant shall own five or more Units. Furthermore, notwithstanding the foregoing, so long as the Declarant is the Owner of one or more Units, no amendment to the By-Laws or rules and regulations may be adopted which could interfere with the construction, display, sale, lease, or other disposition of such Unit or Units.

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2. Recording. A modification or amendment of these By-Laws shall become effective only if such modification or amendment is recorded in the office of the County Recorder of Salt Lake County, Utah.

3. Conflicts. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Act or with the provisions of the Declaration. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official By-Laws of the Project and all Owners shall be bound to abide by such modification or amendment.

4. Approval of Mortgagees. The Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees of Units. Such provisions in the Declaration are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, all Mortgagees shall be given thirty (30) days notice of all proposed amendments, and no amendment or modification of these By-Laws impairing or affecting the rights, priorities, remedies or interests of a Mortgagee (including the Mortgagee's use of a secondary mortgage market, i.e., the saleability of Mortgages to one of ultimate mortgage purchasing corporations) shall be adopted without the prior written consent of such Mortgagee. If there is more than one Mortgagee holding Mortgages on the Units, it shall be necessary for this purpose to obtain the written consent of all Mortgagees holding Mortgages.

ARTICLE VII

NOTICE

1. Manner of Notice. All notices, demands, bills, statements or other communications provided for or required under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Committee or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

BY-LAWS

COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Act.

2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or Act. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

3. Severability. These By-Laws are set forth to comply with the requirements of the State of Utah. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the states will apply. If any provisions of these By-Laws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. Waiver. No restrictions, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

6. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Adopted and executed by Declarant as of the same date the Declaration was executed.

CITY GATE CONDOMINIUM PARTNERSHIP,
A UTAH LIMITED PARTNERSHIP

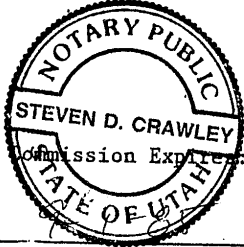
By Barbara B. Bradshaw
Barbara B. Bradshaw
Secretary

By Douglas C. Bradshaw
Douglas C. Bradshaw
President of Bradshaw
Development Company, General Partner

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

On the 1 day of July, 1981, personally appeared before me DOUGLAS C. BRADSHAW and BARBARA B. BRADSHAW who being by me duly sworn did say that they are the President and Secretary, respectively, of Bradshaw Development Company, a Utah corporation, the General Partner of City Gate Condominium Partnership, a Utah Limited Partnership, and that the within and foregoing Declaration of Condominium for the Wilshire, a Condominium Project, was signed in behalf of said partnership by authority of its Partnership Agreement; said DOUGLAS C. BRADSHAW and BARBARA B. BRADSHAW each duly acknowledged to me that said partnership executed the same.



Steven D. Crawley
NOTARY PUBLIC
Residing at Salt Lake County

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AUG 10 12 17 PM '83

REC'D OF Bradshaw Dev. Co.

Steven D. Crawley

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MAIL ROOM
SALT LAKE COUNTY

*2025 E Murray-Hobby Rd.
Suite 107 SLC 84117*