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Date AUG 30 1973 at 1:41 PM MARSHALL D. BOLTON Recorder Davis County  
BY Grace Thorsrud County Clerk 524 Page 411

DECLARATION

385515

FOR

Meadowbrook Estates 411

MEADOWBROOK ESTATES CONDOMINIUM PROJECT

THIS DECLARATION is made and executed as of the 30th day of August, 1973, by J. BLAIR JONES and CAROL D. JONES, his wife, GLEN K. LUND and ANNE N. LUND, his wife, and PAUL R. COOK and MARGIE H. COOK, his wife, doing business as MEADOWBROOK PARTNERSHIP, and hereinafter designated and referred to as "Declarants" pursuant to the Utah Condominium Ownership Act, said persons by these presents and by duly executing and recording this Declaration in the official records of Davis County, Utah, submit the land hereinafter described, together with the buildings and improvements erected and to be erected thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Title 57, Chapter 8, Utah Code Ann. (1953) and do hereby state that by so doing that said persons propose to create and do hereby create a condominium to be governed by the aforementioned statute, which condominium shall be located in the City of Bountiful, County of Davis, State of Utah.

1. Description of Land. The land conveyed as aforesaid is a parcel located in the City of Bountiful, County of Davis, State of Utah, shown on a Record of Survey Map dated August 28, 1973, and prepared by Lawrence G. Kirby, a Registered Land Surveyor, the original linen tracing of which is duly recorded in the Recorder's Office of Davis County, State of Utah, said parcel being more particularly described as follows:

☐ ☐ ☐

☐ Abstracted  
☐ Indexed  
☐ Entered  
☐ Platted  
☐ On Margin  
☐ Compared

BEGINNING at a point on the West line of a 66 foot street 53.8 rods North and 100.3 rods East and 126.95 feet North from the Southwest corner of the Northwest Quarter of Section 19, Township 2 North, Range 1 East, Salt Lake Base and Meridian; which point is also 1396.93 feet South 00°01'45" West and 33.00 feet North 89°58'15" West from Bountiful City Monument at the intersection of 1000 North Street and 200 West Street; thence North 0°01'45" East 175.0 feet, thence North 89°58'15" West 160.0 feet, thence North 0°01'45" East 116.11 feet, thence North 89°58'15" West 224.00 feet, thence South 0°01'45" West 139.21 feet, thence South 89°58'15" East 40.80 feet, thence South 0°01'45" West 151.90 feet, thence South 89°58'15" East 343.2 feet to the point of beginning. Containing 1.9975 Acres.

2. Description of Building. The buildings constructed or to be constructed by Declarants shall be five (5) in number with four (4) dwelling units in each building. All buildings are multi story and are primarily of frame construction with brick veneer.

3. Description of Units. Each building comprising the Condominium Project shall contain four (4) dwelling units with an enclosed garage, which units are more particularly described as follows:

(a) Single Level. This Unit is on one floor level located adjacent the garage end of the building. It consists of three bedrooms, one and one-half baths, living area, dining area, kitchen and partially covered patio and fenced in rear yard.

Grace Thorsrud  
County Clerk  
506 S. Main

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(b) Midfoyer. This Unit is located on the end of the building opposite the single level Unit. It consists of two floor levels with the lower level containing two bedrooms, bath, rumpus room and patio. The main floor level contains two bedrooms, full bath, livingroom, diningroom, kitchen, balcony and fenced in rear yard.

(c) Townhouse. There are two (2) townhouse Units located in the center of each building. Each Unit consists of two floor levels with the upper level containing two bedrooms, full bath and study, and the lower level containing a living room, diningroom, kitchen, utility bath, and fenced in rear yard with outside storage adjacent Unit.

The number of each Unit, a statement of its location, approximate area and its proportionate interest in the common areas and facilities are set forth on Exhibit A, attached hereto and made a part hereof.

4. Determination of Percentages in Common Areas and Facilities. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation of the initial price of each Unit on the date hereof bears to the aggregate initial price of all the Units on this date.

5. Description of the Common Area and Facilities. The common areas and facilities of the Condominium (hereinafter designated as the "Common Elements") consist of the entire property including all parts of the building and improvements thereon other than the Units and will include, without limitation, the following:

(a) The land on which the buildings are erected.

(b) All foundations, columns, girders, beams, support, those portions of exterior walls beyond the exposed face of the dry wall, those portions of the walls and partitions dividing the units from corridors, stairs, and storage areas located beyond the exposed face of the dry wall enclosing the unit, those portions of the walls and partitions between the exposed faces of both dry walls enclosing the respective units, roofs, public stairs and entrances and exits to the building.

(c) All lawns, gardens, roads, open parking, (provided, however, that certain Unit Owners may have an easement for the exclusive use of said open parking to be designated in his Unit Deed) and other improved or unimproved areas not within the Units.

(d) All installations for services such as power, light, gas, water and telephone up to interior Unit connection.

(e) All sewer and drainage pipes.

(f) All non-contiguous cubicals located outside of the Units, provided, however, that certain unit owners may have an easement for the exclusive use of one storage cubical to be designated in his Unit Deed.

(g) All other apparatus and installations existing in the building for common use or necessary or convenient to the existence, maintenance or safety of the building.

(h) All other items listed as such in Utah Code Ann. Title 57, Chapter 8, (1953) and located on the property.

6. Use of the Units. The buildings and each of the dwelling Units located therein are intended only for residential purposes. No use may be made of any Unit except as a residence for the owner thereof or his permitted lessees and the members of their immediate families and no Unit or any portion thereof may be used as a professional office, whether or not accessory to such residential use.

7. Record of Survey Map. Simultaneous with the recording hereof, there has been recorded a Record of Survey Map setting forth the floor plans of the buildings, showing the layout, location, unit numbers, building designations and bearing the verified statement of a registered land surveyor, certifying that said map accurately depicts said layout, location, unit and building designations.

8. Name of Condominium. The Condominium is to be known as Meadowbrook Estates. An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-Laws, a copy of which has been appended hereto as Exhibit B. The name of the association is Meadowbrook Estates Condominium Association. The names of the initial Management Committee of said association, and their respective offices are:

<u>Management Committee</u>	<u>Office</u>
J. Blair Jones	Chairman
Glen K. Lund	Vice Chairman
Paul R. Cook	Secretary, Treasurer

9. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the building, or (b) alteration or repair to the Common Elements made by or with the consent of the Management Committee or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

10. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Management Committee shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

11. Acquisition of Units by Management Committee. In the event (a) any Unit Owner shall surrender his Unit together with (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Management Committee or its designee on behalf of all Unit Owners or the proceeds of the sale or lease

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thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereafter collectively called the "Appurtenant Interest"), or (b) the Management Committee shall purchase, from any Unit Owner, who has elected to sell the same, a Unit, together with the Appurtenant Interests, or (c) the Management Committee shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interest; or (d) the Management Committee shall purchase a Unit, together with the Appurtenant Interest, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interest, shall be acquired and held by the Management Committee or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective common interests. The lease covering any Unit leased by the Management Committee or its designee, corporate or otherwise, shall be held by the Management Committee or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

12. Units Subject to Declaration, Unit Deed, By-Laws and Rules and Regulations. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Declaration, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Declaration, the Unit Deed, By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

13. Destruction or Damage to Property. In the event any of the buildings in the Condominium Project is destroyed or damaged to the extent of seventy-five percent (75%) or less, of the value thereof, the Management Committee shall be responsible for repairing, rebuilding and/or restoring the same to the condition it was in immediately prior to such destruction or damage, and the Management Committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event the buildings in the Condominium Project are destroyed or damaged to the extent of more than seventy-five percent (75%) of the value thereof, within one hundred (100) days thereafter, the Unit Owners shall, at a meeting duly and regularly called by the Management Committee for that purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. The determination of the extent of any damage to the Project shall be made by a group of three (3) M.I.A. appraisers who shall be selected by the Management Committee for that purpose. In the event all of said appraisers cannot agree on the extent of the damage or destruction to the Project, the decision of any two with respect thereto shall be conclusive. Unless Unit Owners representing the ownership of not less than seventy-five percent (75%) of all dwelling Units agree to the withdrawal of the Condominium Project from the



provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding, or restoration shall exceed the amount realized by the Management Committee from the proceeds of any insurance policy or policies as above provided, all of the Unit Owners shall contribute to such additional cost in relation to their undivided interest in the Common Elements.

14. Insurance. The Management Committee shall insure that the Condominium Project is at all times covered by fire, liability and property insurance in the name or names of such person or persons and in such amounts as the Management Committee may from time to time determine to be proper, necessary and adequate. In addition, the individual Unit Owners will be and are hereby encouraged to carry, at their own cost and expense, such additional insurance coverage on their respective dwelling units, and upon such personal property as may be located therein, as they shall deem to be necessary and adequate; provided, however, that no Unit Owner shall be entitled to exercise his right to maintain insurance coverage on a dwelling Unit of which he is the owner in such a way as to decrease the amount which the Management Committee may realize under any insurance policy which the Management Committee may have in force on the project at any particular time.

15. Legal Description of Units. Every contract for the sale of a Unit and every other instrument affecting legal title thereto shall describe the Unit by the street number, and building designation thereof as shown on the Record of Survey Map and this Declaration as follows:

Unit \_\_\_\_\_ in Building \_\_\_\_\_ as shown on the Record of Survey Map for Meadowbrook Estates appearing in the records of the County Recorder of Davis County, Utah, Book \_\_\_\_\_ Page \_\_\_\_\_ and is defined in the Declaration of Condominium for Meadowbrook Estates appearing in Book \_\_\_\_\_ Page \_\_\_\_\_, of said records together with \_\_\_\_\_% undivided interest in and to the common areas and facilities.

The foregoing legal description will be construed to describe the Unit together with the appurtenant undivided Common Elements, and to incorporate all the rights incident to ownership of a Unit and all the limitations of such ownership as described in the Declaration, By-Laws and Rules and Regulations.

16. Amendment of Declaration. The Unit Owners may amend this Declaration and/or the Record of Survey Map upon the approval of the Unit Owners representing not less than two-thirds (2/3) of the interests in the Common Elements, which approval shall be duly recorded in the Official Records of Davis County, State of Utah; provided, however, changes in the percent of the Common Elements require one hundred percent (100%) approval of the Unit Owners and their respective mortgagees.

17. Service of Process. The name of the person to receive service of process in the cases contemplated by Utah Code Ann. Sec. 57-8-33 (1953) and the place of his residence are:

J. Blair Jones  
1351 N. Sereno Circle, Bountiful, Utah

Said agent may be changed by the Management Committee filing written notice thereof in the official records of Davis County, State of Utah.

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

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

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

21. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

22. Effective Date. This Declaration shall take effect upon recording in the official records in the Office of the County Recorder, Davis County, Utah.

MADE AND EXECUTED as of the day and year first above written.

J. Blair Jones  
J. Blair Jones

Carol D. Jones  
Carol D. Jones

Glen K. Lund  
Glen K. Lund

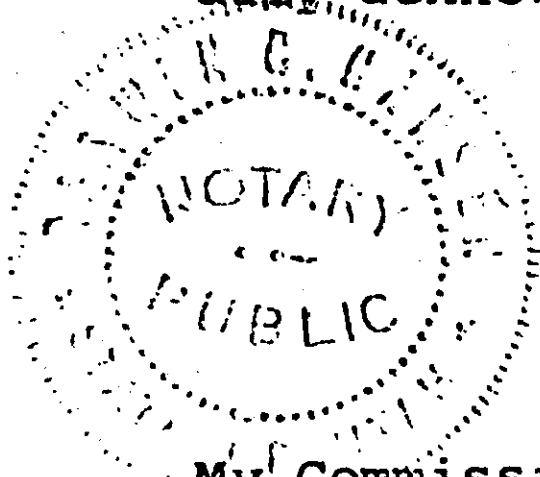
Anne N. Lund  
Anne N. Lund

Paul R. Cook  
Paul R. Cook

Margie H. Cook  
Margie H. Cook

STATE OF UTAH     )  
                              : ss.  
COUNTY OF DAVIS )

On the 30th day of August, A.D. 1973, personally appeared before me, J. BLAIR JONES and CAROL D. JONES, his wife, GLEN K. LUND and ANNE N. LUND, his wife, and PAUL R. COOK and MARGIE H. COOK his wife, the signers of the above Declaration for Meadowbrook Estates Condominium Project, who duly acknowledged to me that they executed the same.



[Signature]  
Notary Public  
Residing In: Bountiful, Utah

My Commission Expires:

June 1, 1974

## EXHIBIT A

## MEADOWBROOK ESTATES CONDOMINIUM PROJECT

<u>Building Description</u>	<u>Unit Address</u>	<u>Unit Type</u>	<u>Square Feet</u>	<u>General Description</u>	<u>% Interest in Common Areas and Facilities</u>
Building A, South End	545 No. 200 W. Bountiful, Utah	Midfoyer	1978	4 Bedroom Unit With Garage	6.053
Building A, South Center	547 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building A, North Center	549 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building A, North End	551 No. 200 W. Bountiful, Utah	Single Level	1060	3 Bedroom Unit With Garage	5.029
Building B, East End	553 No. 200 W. Bountiful, Utah	Midfoyer	1978	4 Bedroom Unit With Garage	6.053
Building B, East Center	555 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building B, West Center	557 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building B, West End	559 No. 200 W. Bountiful, Utah	Single Level	1060	3 Bedroom Unit With Garage	5.029
Building C, North End	577 No. 200 W. Bountiful, Utah	Midfoyer	1978	4 Bedroom Unit With Garage	6.053
Building C, North Center	579 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building C, South Center	581 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building C, South End	583 No. 200 W. Bountiful, Utah	Single Level	1060	3 Bedroom Unit With Garage	5.029

# EXHIBIT A

## MEADOWBROOK ESTATES CONDOMINIUM PROJECT

<u>Building Description</u>	<u>Unit Address</u>	<u>Unit Type</u>	<u>Square Feet</u>	<u>General Description</u>	<u>% Interest in Common Areas and Facilities</u>
Building D, North End	575 No. 200 W. Bountiful, Utah	Midfoyer	1978	4 Bedroom Unit With Garage	6.053
Building D, North Center	573 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building D, South Center	571 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building D, South End	569 No. 200 W. Bountiful, Utah	Single Level	1060	3 Bedroom Unit With Garage	5.029
Building E, South End	561 No. 200 W. Bountiful, Utah	Midfoyer	1978	4 Bedroom Unit With Garage	6.053
Building E, South Center	563 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building E, North Center	565 No. 200 W. Bountiful, Utah	Townhouse	1152	2 Bedroom Unit With Garage	4.459
Building E, North End	567 No. 200 W. Bountiful, Utah	Single Level	1060	3 Bedroom Unit With Garage	5.029

TOTAL INTEREST IN COMMON AREAS 100.000

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EXHIBIT "B"

BY-LAWS

OF

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MEADOWBROOK ESTATES

ARTICLE I

Plan of Unit Ownership

Section 1. Unit Ownership. The property located in the City of Bountiful, County of Davis, State of Utah, (hereinafter called the property) is more particularly described in the Declaration dated August 30, 1973, and recorded in the Recorder's Office of Davis County, Utah, and has been submitted to the provisions of Utah Code Ann. Title 57 Chapter 8, (1953) by the Declarants listed therein. The Condominium thereby created shall be known as Meadowbrook Estates (hereinafter called the Condominium).

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term Property as used herein shall include the land, the buildings and all other improvements thereon including the dwelling units (hereinafter called the Units) and all common areas and facilities (hereinafter called Common Elements) owned in fee simple, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Title 57 Chapter 8 of Utah Code Ann. (1953).

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the property in any manner, are subject to these By-Laws, the Declaration and the Rules and Regulations. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, will be complied with.

ARTICLE II

Management Committee

Section 1. Number and Term. The number of committeemen which shall constitute the Management Committee shall be three. At the first regular owner's meeting, one committee member shall be elected for a three year term, one for a two year term and one for a one year term. At each annual meeting thereafter, the seat of the member whose term shall expire shall be filled with a member elected for a three year term. Only Unit Owners shall be eligible for committee membership; provided, however, so long as Declarants own one or more Units, the Declarants shall be entitled to elect at least one member of the Management Committee, who need not be a Unit Owner. After said Declarants have conveyed all Units and are no longer entitled to elect one member of the Management Committee, then all members of the Management Committee shall be Unit Owners.

Section 2. Powers and Duties. The Management Committee shall have the powers and duties necessary for the

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administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Management Committee by the Unit Owners. Such powers and duties of the Management Committee shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the property.

(c) Collection of the common charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.

(e) Adoption and amendments of Rules and Regulations covering the details of the operation and the use of the property subject to the right of the Unit Owners to overrule the Committee (See ARTICLE VII, Section 16.)

(f) Opening of bank accounts of behalf of the Condominium and designating the signatories required therefor.

(g) Licensing, managing and otherwise dealing with such community facilities as may be provided for in the Declaration as being common areas and facilities. (The Common Elements)

(h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, any right of first refusal or otherwise.

(i) Obtaining of insurance for the property including the Units, pursuant to the provisions of ARTICLE VII, Section 7, hereof.

(j) Making of repairs, additions and improvements to, or alterations of, the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws; provided, however, that the Management Committee shall not undertake any repair covered by the Warranty without the consent of a majority in number and interest of the Unit Owners.

(k) The Management Committee shall have the power to enforce obligations of the Unit Owners, to allocate income and expenses and to do anything and everything else necessary and proper for the sound management of the Condominium.

(l) Purchase or lease a Unit for use by a resident manager.

(m) Grant or relocate easements.

Section 3. Managing Agent and Manager. The Management Committee may employ for the Condominium a managing agent

and/or a manager at a compensation established by the Management Committee, to perform such duties and services as the Management Committee shall authorize, including but not limited to, the duties listed in subdivisions (a), (c), (d), (i) and (j) of Section 2 of ARTICLE II. The Management Committee may delegate to the manager or managing agent, all of the powers granted to the Management Committee by these By-Laws other than the power set forth in subdivision (b), (e), (f), (g), (h), (k), (l) and (m) of Section 2 of ARTICLE II.

Section 4. First Management Committee. The first Management Committee shall be designated by the Declarants in the Declaration (See Paragraph 8 of the Declaration) to hold office, until the first annual meeting of Unit Owners held pursuant to ARTICLE IV, Section 1 of these By-Laws.

Section 5. Removal. Committeemen may be removed for cause by an affirmative vote of the majority of interest in the Common Elements of the Unit Owners. No committeeman shall continue to serve on the board if, during his term of office, he shall cease to be a Unit Owner.

Section 6. Vacancies. Vacancies in the Management Committee caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Management Committee held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Management Committee for the remainder of the term of the member and until a successor shall be elected at the next annual meeting of the Unit Owners.

Section 7. Organization Meeting. The first meeting of the members of the Management Committee following the annual meeting of the Unit Owners shall be held within ten days thereafter, at such time and place as shall be fixed by the Unit Owners at the meeting at which such Management Committee shall have been elected, and no notice shall be necessary to the newly elected members of the Management Committee in order legally to constitute such meeting, providing a majority of the whole Management Committee shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time by a majority of the members of the Management Committee, but at least one such meeting shall be held each quarter of each calendar year. Notice of regular meetings of the Management Committee shall be given to each member of the Management Committee by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Management Committee may be called by the chairman on three business days notice to each member of the Management Committee, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 10. Waiver of Notice. Any member of the Management Committee may at any time waive notice of any meeting of the Management Committee in writing and such waiver shall be

deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting of the board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Management Committee are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Management Committee. At all meetings of the Management Committee, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Management Committee present at a meeting at which a quorum is present, shall constitute the decision of the Management Committee. If at any meeting of the Management Committee there shall be less than a quorum present, those present may adjourn the meeting from time to time.

Section 12. Compensation. No member of the Management Committee shall receive any compensation from the Condominium for acting as such.

Section 13. Liability of Management Committee. The members of the Management Committee shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Management Committee against all contractual liability to others arising out of contracts made by the Management Committee on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Management Committee shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the original Management Committee, to contract with third persons and/or business entities without fear of being charged with self dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Management Committee or out of the aforesaid indemnity in favor of the members of the Management Committee shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements. Every agreement made by the Management Committee, or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Management Committee, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

### ARTICLE III

#### Officers

Section 1. Designation and Election. The principal officers of the Management Committee shall be a chairman, a vice-chairman, a secretary and treasurer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as in its judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Management



Committee immediately following the annual meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

Section 2. Other Officers. The Management Committee may appoint such other officers, in addition to the officers hereinabove expressly named, as it shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

Section 3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by affirmative vote of the majority of the then members of the Management Committee.

Section 4. Chairman. The chairman shall be the chief executive officer of the Management Committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Condominium project all instruments and contracts of material importance to its business, he shall do and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Unit Owners and the Management Committee. He shall have all of the general powers or duties which are normally vested in the office of the president of a corporation, including but not limited to the power to appoint committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Condominium project.

Section 5. Vice-Chairman. The vice-chairman shall take the place of the chairman and perform his duties whenever the chairman shall be absent, or unable to act. If neither the chairman nor the vice-chairman is able to act, the Management Committee shall appoint some other member thereof to do so on an interim basis. The vice-chairman shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Management Committee and of the Unit Owners; he shall have charge of the books and papers as the Management Committee may direct; and he shall in general, perform all the duties incident to the office of secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for the funds and securities of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts and of all disbursements in books belonging to the Management Committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Management Committee in such depository as may be from time to time designated by the Management Committee.

Section 8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Management Committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

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ARTICLE IV

Unit Owners

Section 1. Annual Meetings. Within thirty days after title to eighty percent of the units has been conveyed, or one year following the date of conveyance of the first unit, whichever is sooner, the Declarants shall call the first annual Unit Owner's meeting. Thereafter, annual meetings shall be held on the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners, a Management Committee in accord with the requirements of ARTICLE II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 2. Place of Meetings. The meetings of the Unit Owners shall be held at the principal office of the Condominium, or at such other suitable place convenient to the Unit Owners as may be designated by the Management Committee.

Section 3. Special Meetings. It shall be the duty of the chairman of the Management Committee to call a special meeting of the Unit Owners as directed by the Management Committee or upon a petition signed by at least forty percent of the Unit Owners having been presented to the secretary-treasurer of the Management Committee.

Section 4. Notice of Meetings. It shall be the duty of the secretary-treasurer of the Management Committee to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least five but not more than ten days prior to such meeting. The mailing of the notice in the manner provided in these By-Laws shall be considered notice served.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the Unit Owners 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 Management Committee
- (f) Reports of other Committees
- (g) Election of Inspectors of Election, (when do required).
- (h) Election of members of the Management Committee (when so required).
- (i) Unfinished business.

Section 7. Title of Units. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting. The owner or owners of each Unit, or some person designated by such owner or owners to act as proxy on his or their behalf, shall be entitled to cast the votes appurtenant to each Unit at all meetings of Unit Owners. Each Unit Owner shall be entitled to cast votes in the amount of their percent interest in the Common Elements applicable to his or its Unit upon any and all issues requiring such vote.

Section 9. Majority of Unit Owners. As used in these By-Laws the term "Majority of Unit Owners" shall mean those Unit Owners having more than fifty percent of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8, of this ARTICLE IV.

Section 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. Majority Vote. The vote of a majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where the Declaration or these By-Laws, or by law, a higher percentage vote is required.

#### ARTICLE V

##### Accounting

Section 1. Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.

Section 2. Reports. At the close of each accounting year, the books and reports of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Reports of such reviews shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners; provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if at least seventy-five percent (75%) of the Unit Owners of undivided interest in the Common Elements determine to do so.

Section 3. Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the Management Committee or the Manager for inspection at reasonable times by any Unit Owner.

#### ARTICLE VI

##### Notices

Section 1. Definition. Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be

given to the Management Committee, any Manager or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box, in a postage paid sealed wrapper, addressed to the Management Committee, such manager or Unit Owner at such address as appears in the books of the Condominium. Notice shall be deemed given as of the date of mailing.

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

## ARTICLE VII

### Operation of the Properties

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Management Committee shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges among the Unit Owners according to their respective common interest. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Management Committee pursuant to the provisions of Section 7 of this ARTICLE VII. The common expenses may also include such amounts as the Management Committee may deem proper for the operation and maintenance of the property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Management Committee, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Management Committee shall advise all Unit Owners, promptly in writing, of the amount of the common charges payable by each of them, respectively, as determined by the Management Committee as aforesaid and shall furnish copies of each budget on which such common charges are based, to all Unit Owners and to their mortgagees.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Management Committee pursuant to the provisions of Section 1 of this ARTICLE VII, monthly, in advance, or at such other time or times as the Management Committee shall direct.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit so long as said sale is made in accord with the provisions of these By-Laws, together with the appurtenant interest as defined herein. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his Unit together with the appurtenant interest to the Management Committee and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior



to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 3. Collection of Assessments. The Management Committee shall assess common charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than thirty days from the date of payment thereof.

Section 4. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Management Committee the common charges as determined by the Management Committee, such Unit Owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Management Committee in any proceeding brought to collect such unpaid common charges. The Management Committee shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner or by foreclosure of the lien on such Unit as provided in Title 57, Chapter 8, Utah Code Ann. (1953).

Section 5. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Management Committee to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of the Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Management Committee, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the liens securing the same.

Section 6. Statement of Common Charges. The Management Committee shall provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner within ten (10) days after receipt of said request.

Section 7. Insurance. The Management Committee shall be required to obtain and maintain, to the extent possible, the following insurance:

1. Fire insurance with extended coverage insuring the buildings containing the Units, including all of the Units and the bathroom and kitchen fixtures initially installed therein by Declarants, but not including carpeting, drapes, wall coverings, fixtures, furniture, furnishings, or other personal property supplied or installed by Unit Owners, together with all air conditioning equipment and other service machinery contained therein and covering the interests of the Condominium, the Management Committee and all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the

Management Committee, each of which policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Management Committee;

2. Workman's Compensation Insurance;

3. Public Liability Insurance in such amounts and with such coverage as the Management Committee shall from time to time determine, but at least covering each member of the Management Committee, the Managing Agent, the Manager and each Unit Owner and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner; and

4. Such other insurance as the Management Committee may determine. All such policies shall provide that adjustment of loss shall be made by the Management Committee and that the net proceeds thereof shall be payable to the Management Committee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rated liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten days prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten days prior to expiration of the then current policies.

Unit Owners should carry insurance for their own benefit, insuring their carpeting, wall covering, fixtures, furniture, furnishings and other personal property, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Management Committee shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 8. Maintenance and Repairs.

A. All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary, other than to the common elements contained therein, and to the doors and windows, electrical, plumbing, heating and air conditioning fixtures within the Unit or belonging to the Unit Owner, shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein.

B. All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, the painting and decorating of the exterior doors and exterior window sash, and the washing of exterior glass shall be made by the Management Committee and shall be charged to all the

Unit Owners as a common expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of the Unit Owner, in which case such expense shall be charged to such Unit Owner.

Section 9. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the building or buildings containing the Units as a result of fire or other casualty, the Management Committee shall arrange for the prompt repair and restoration of the buildings containing the Units (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Declarants, but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units), and the Management Committee shall disperse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Management Committee may assess all the Unit Owners of such deficit and for a completion bond for such deficit as part of the common charges.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section 9, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Management Committee, divided among all the Unit Owners in proportion to their respective common interest after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such Unit in the order of priority of such liens.

If, however, three-fourths or more of the building or buildings are destroyed or substantially damaged, and if the Unit Owners, by a vote of at least three-fourths of such Unit Owners, do not voluntarily, within one hundred (100) days after such destruction or damage, make provisions for reconstruction, the Manager or Management Committee shall record, with the County Recorder, a notice setting forth such facts, and upon the recording of such notice: (1) the property shall be deemed to be owned in common by the Unit Owners; (2) the undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Elements; (3) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the property; and (4) the property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each Unit Owner.

However, the Unit Owners may, by an affirmative vote of at least three-fourths of such Unit Owners, at a meeting of Unit Owners duly called for such purpose, elect to sell or

otherwise dispose of the property. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

Section 10. Patios, Balconies and Fenced Rear Yards.

A patio or balcony to which there is direct access from the interior of a Unit, shall be for the exclusive use of the owner of such Unit. Any such terrace or balcony shall be kept free and clean of snow, ice and any other accumulation by the owner of such Unit who shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All other repairs in, to or with respect to such terrace or balcony shall be made by the Management Committee, and the cost thereof shall be a common expense. In addition, the Unit Owner shall be responsible to maintain and care for the fenced in rear yard areas and bear the cost of such upkeep.

Section 11. Restrictions on Use of Units. In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be restricted to single family housing and the common recreational facilities relating thereto:

A. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

B. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.

C. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be eliminated by and at the sole expense of the Unit Owners or the Management Committee, whichever shall have the obligation to maintain or repair such portion of the property.

D. No portion of a Unit (other than the entire Unit) may be rented, and no transient may be accommodated therein.

E. No Unit may be leased for more than one year except with the written consent of the Management Committee, which consent must be obtained notwithstanding a Unit Owners compliance with the provisions of these By-Laws.

Section 12. Improvements.

A. If 50% or more, but less than 75% of the Unit Owners, agree to make an improvement to Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

B. If 75% or more of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of 10% of the then value of the condominium, any Unit Owner not so agreeing may apply to the Davis County District Court, on such notice to the



Management Committee as the Court shall direct, for an Order directing the purchase of his Unit by the Management Committee at fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

Section 13. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural additions, alterations, or improvements in or to his Unit, without the prior written consent thereto of the Management Committee. The Management Committee shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty days after such request, and failure to do so within the stipulated time shall constitute a consent by the Management Committee to the proposed addition, alteration or improvement. Any application to any department of the City of Bountiful or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Management Committee only without, however, incurring any liability on the part of the Management Committee or any of them to any contractor, sub-contractor or materialmen on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to Units owned by Declarants until such Units shall have been initially sold by said Declarants and paid for.

Section 14. Use of Common Elements and Facilities. A Unit Owner shall not place or cause to be placed in common areas or common facilities, other than a terrace or balcony to which such Unit Owner has direct access or to an open parking space to which such Unit Owner has exclusive rights, and other than the areas designated as storage areas, any furniture, packages or object of any kind.

Section 15. Right of Access. A Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Management Committee, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to mechanical or electrical services or other Common Elements in his Unit or elsewhere in the building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 8 of this Article.

Section 16. Rules of Conduct. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Management Committee. A majority vote of Unit Owners at a meeting may overrule the Management Committee. Copies of such Rules and Regulations shall be furnished by the Management Committee to each Unit Owner prior to the time when the same shall become effective.

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## ARTICLE VIII

### Mortgages

Section 1. Notice to Management Committee. A Unit Owner who mortgages his Unit, shall notify the Management Committee of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Management Committee; the Management Committee shall maintain such information in a book entitled "Mortgage and Mortgages of Units".

Section 2. Notice of Unpaid Common Charges. The Management Committee, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Management Committee, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address had theretofore been furnished to the Management Committee.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on regular business days.

## ARTICLE IX

### Sales and Leases

Section 1. Sales and Leases. The owner or Unit Owners of any Unit in the project who desires to sell his Unit, or to enter into any agreement for the occupancy of his Unit by another person or persons, shall give the Management Committee ten (10) days advance written notice thereof, which notice shall state the name and address of the proposed purchaser or occupant as the case may be, and the terms and conditions upon which said proposed purchaser or occupant agrees to purchase or occupy such Unit. The Management Committee shall have the rights, exercisable at any time within ten days after its receipt of such notice, to purchase or enter into an agreement for the occupancy of such Unit upon the same terms and conditions as those specified in the notice; provided, however, that in the event the Management Committee enters into an agreement hereunder for the occupancy of any Unit, it shall have the right to sublet such Unit to any person or persons reasonably suitable to the Management Committee. In the event the Management Committee determines that it desires to purchase, or enter into an agreement respecting the occupancy of a Unit as above provided, but concludes that the price or rental specified in the notice is unreasonable, the Management Committee shall give the owner or owners of such Unit written notice thereon within seven (7) days after its receipt of the notice of the proposed sale or occupancy arrangement. The notice thus given by the Management Committee shall state that it has elected or thereby elects to purchase said Unit, or enter into an agreement for the occupancy of the same, and shall state further that the Management Committee believes the price or rental specified in the notice given to it is unreasonable. The Management Committee shall thereafter be obligated to purchase such Unit, or enter into an agreement for the occupancy of same, as the case may be, at a price or rental to be determined by a group of three M.I.A. appraisers to be selected as follows: The Management Committee

shall select one appraiser, the Unit Owner or Owners concerned shall select one appraiser, and the two appraisers thus selected shall select the third appraiser. In the event all three appraisers cannot agree on a price or rental to be paid, as the case may be, the decision of any two of the three shall be binding. The cost of the appraisers for services rendered shall be equally shared by the Management Committee and the selling Unit Owner.

The Management Committee, upon written request of any prospective seller, buyer, lessor, tenant or mortgagee, shall furnish a duly acknowledged certificate of compliance with, or a waiver of, the provisions of the immediate preceding paragraph. Such a certificate shall be conclusive evidence of the facts stated therein.

The Declarants may sell or lease any Unit without compliance with this section.

#### ARTICLE X

##### Miscellaneous

Section 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforcement or effect of the balance of these By-Laws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. Signs. No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element by either a Unit Owner or the Management Committee, nor shall any "for rent", "for sale" or "for lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit thereon so long as the Declarants own any Unit of the property. No Unit shall be used or rented for transient, hotel or motel purposes. After the Declarants have parted with all interest in the subject property, no Unit Owner shall place any sign or other communication on the exterior of any Unit or Common Element without procuring the prior written approval of the Management Committee.

#### ARTICLE XI

##### Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of 66 2/3% of the Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

For as long as Declarants remain the owners of any Unit of the Condominium, these By-Laws may not be amended so as to adversely affect Declarants without said Declarants' consent.

Adopted this 30th day of August, 1973.

MEADOWBROOK ESTATES  
MANAGEMENT COMMITTEE

J. Blair Jones  
Chairman

W. W. Zund  
Vice-Chairman

Paul R. Cook  
Secretary-Treasurer