

4024749

BY-LAWS

OF

ARLINGTON PLACE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I

PLAN OF UNIT OWNERSHIP AND INCORPORATION

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

2. Incorporation. The Articles of Incorporation of Arlington Place Homeowner's Association, Inc. have been or will be filed with the Utah Secretary of State.

3. Office and Registered Agent. The registered agent of the corporation is Von Callister and his address is 405 South Main, Salt Lake City, Utah which is also the registered address of the corporation and shall remain so unless otherwise designated by the Board of Trustees also sometimes called the Board, the Management Committee, or Committee.

4. By-Laws Applicability. These By-Laws shall have a dual function; As the By-Laws for the Declaration of Condominium; and as the By-Laws for the Articles of Incorporation. All present and future Owners, tenants, future tenants, their guests, licensees, servants, agents, employæes, and any other person or persons who shall be permitted to use the facilities of the Project, shall be subject to these By-Laws. Acquisition, rental, or occupancy of any of the Units in the Project shall constitute an acknowledgment not only that such Owner, tenant, or occupant has accepted and ratified these By-Laws, the provisions of the Declaration, the Rules and Regulations promulgated from time to time by the Management Committee, and the Articles of Incorporation, but also 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 but subject to revision

upon expansion of the Project as provided in Section 27 of Article III of the Declaration. 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 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, which is, either alone or in conjunction with another person or persons, a Unit Owner. Except where a greater number is required by the Act, the Declaration, or these By-Laws, where a quorum exists 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 from time to time and stated in the notice of the meeting.

4. Annual Meeting. Unless otherwise designated by the Committee, the first annual meeting of the Association shall be held at 7:00 p.m. on the second Tuesday in March and on the second Tuesday in March of each succeeding year, or at such other suitable date as may be designated by the Committee from time to time.. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at a location in Salt Lake County, Utah specified in the notice of meeting.

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 forty percent (40%) of the votes of all Owners. The notice of any special meeting shall state the date, 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 ten (10) days in advance of such meeting and (b) each special meeting of the Owners at least four (4) 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 in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms and conditions of the Declaration, these By-Laws, and the Rules and Regulations, and shall have fully paid all due installments of 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 five (5) days before the meeting.

9. Quorum Voting. Except as may otherwise be provided herein or by the Declaration, 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 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. When a quorum is present at any meeting, the vote of the Unit Owners representing more than fifty percent (50%) of the percentage interest present in person or by proxy, shall decide any question brought before the meeting. At the rescheduled meeting forty percent (40%) of the Percentage Interest shall constitute a quorum for the adoption of decisions.

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 President shall, or in his absence the Vice-President, 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

BOARD OF TRUSTEES AKA BOARD, MANAGEMENT COMMITTEE, OR COMMITTEE

1. Powers and Duties. The affairs and business of the Association shall be managed by the Board of Trustees, also known in this and other related documents as the Board, Management Committee, or 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 and method of the installment payment of the annual assessment for Common Expenses subject to these guidelines. Unless otherwise determined by the Committee, the annual assessment against each Owner for his proportionate share of the Common Expenses may 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. However, in the event a Unit Owner fails to make an installment payment in a timely manner, then the entire annual assessment shall automatically be due and payable without further notice.

(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 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, amending, and enforcing 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 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 issue citations for violations of the Declaration, By-Laws, or Rules and Regulations;

(n) To issue, collect, and enforce fines, penalties, or assessments for violations of the Declaration, By-Laws, or Rules and Regulations;

(o) At the expense of the owner, to tow away or otherwise remove any motor vehicle parked or standing in an unauthorized area;

(p) To evict non-owner residents in material violation of the Declaration, By-Laws, or Rules and Regulations;

(q) After due notice and hearing, to make rulings on alleged violations of the Declaration, By-Laws, or Rules and Regulations;

(r) To do such other things and acts not inconsistent with the Act, the Declaration, the By-Laws, or by a proper resolution of the Association.

2. Composition of Management Committee. The Committee shall be composed of at least five members. The Committee shall be composed of the same five (5) members who comprise the Board of Trustees referred to in Article VI of the Declaration. At the first annual meeting of the Association three Committee members shall be elected for two-year terms and two members of 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 five 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 at least three-fourths (3/4) 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 two (2) years. The Committee members shall hold office until their respective successors have been elected and hold their first meeting.

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. A regular meeting of the Committee shall be held immediately after the adjournment of the annual Association meeting. Other 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 President on at least twenty-four hours (24) 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 President or Secretary in like manner and on like notice on the written request of at least two (2) Committeemen. Any meeting attended by all members shall be valid for all purposes.

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 but for no longer than thirty (30) days. 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 Committeemen 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 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 such 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 Corporation for acting as such.

12. Conduct of Meetings. The President 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 transactions 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 principal officers of the Condominium shall be a President (Chairman), a Vice President (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. All officers shall also be members of the Committee. Two or more offices may be held by the same person, except that the President 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 called 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 called for such purpose.

4. President or Chairman. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Committee 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 use of president of a stock corporation organized under the laws of the State of Utah.

5. Vice President or Vice Chairman. The Vice President shall, in the absence of disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Committee or the President shall prescribe. If neither the President nor the Vice President 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 to 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 monies and 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. If Condominium Project is self managed, 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, provided, however, one of the signatures shall always be that of the President or Secretary. This procedure shall not be required if the Condominium Project is managed by a properly bonded and insured Professional Management Company and officers are not required to sign contracts, agreements, deeds, checks, and the like.

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 or the Declaration or Articles, 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 by Declarant.

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.

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.

ARTICLE VIII

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 the 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 statute 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 restriction, 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 .

FIRST SECURITY BANK OF UTAH, N.A.

By: Von D. Callister
Title: Assistant Vice Pres.

By: [Signature]
Title: Vice President

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

On this 7th day of December, 1984, personally appeared before me Durell Dibb and Von D. Callister, who being by me duly sworn, did say that he, Durell Dibb, is the Vice President and he, Von D. Callister, is the Assistant Vice President of First Security Bank of Utah, N.A. and that the foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and said Durell Dibb and Von D. Callister acknowledged to me that the said corporation executed the same.

My Commission Expires:
MY COMMISSION EXPIRES AUGUST 22, 1987

[Signature]
Notary Public
Residing at: Salt Lake

NO NOTARY SEAL

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ARLINGTON PLACE HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]
Title: Assistant Vice President
By: [Signature]
Title: Vice President

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

On this 7th day of December, 1984, personally appeared before me, Von D. Callister and Durell Dibb, who being by me, duly sworn, did say that he Von D. Callister is the President and he, Durell Dibb is the Vice President of Arlington Place Homeowner's Association, Inc. and that the foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and said Von D. Callister and Durell Dibb acknowledged to me that said Corporation executed the same.

[Signature]
Notary Public
Residing at: Salt Lake

My Commission Expires:

MY COMMISSION EXPIRES AUGUST 28, 1987

CONSENT OF MORTGAGEE

First Security Bank of Utah, N.A. (the Mortgagee), a Corporation of the United States, hereby consents to the recordation by First Security Bank of Utah, N.A. and Arlington Place Homeowner's Association, Inc. of the Amended Declaration of Condominium for Arlington Place Condominiums dated the ___ day of December, 1984, and the related Record of Survey Map in the Official Records of Salt Lake County, Utah, provided, however, that such Consent shall not be deemed to render the Mortgagee a declarant or developer under the Act, this Declaration, or otherwise, or in any way to render the Mortgagee liable for any obligations of the Declarant or a developer.

DATED this 7th day of December, 1984.

FIRST SECURITY BANK OF UTAH, N.A.

By: [Signature]
Title: Line President

NO NOTARY SEAL

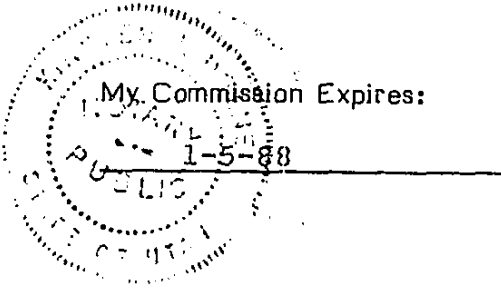
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By Steven K. Earley
Title Assistant Vice President

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

On this 7th day of December, 1984, personally appeared before me, Dick van Klaveren and Steven K. Earley, who being by me duly sworn, did say that he, Steven K. Earley is the Assistant Vice Pres. and he, Dick van Klaveren is the Vice President of First Security Bank of Utah, N.A. and that the foregoing instrument was signed by them in behalf of said corporation by authority of a resolution of its Board of Directors and they duly acknowledged to me that said corporation executed the same.

Kirsten J. Worne
Notary Public
Residing at: Salt Lake County, Utah



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KATHY L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
DEC 10 10 17 AM '84
Barnett
RECEIVED
Dick van Klaveren
Penni Korol 0808

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