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Devel. Co
225 1/5 1100 E
Suite #1C 4196926
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Edward Mike
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RECORDER
SALT LAKE COUNTY,
UTAH

Charles K. H. Johnson

AMENDED DECLARATION OF CONDOMINIUM
FOR
HARVEST LANE CONDOMINIUM PROJECT

R E C I T A L S

A. Description of Land.

1. The Declarant is the owner of the following land on which the buildings of the condominiums are or will be built:

Beginning at a point S 0 07' W 1773.26 feet along the section line and East 440.81 feet from the Northwest corner of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian, running thence S 89 53' E 96.51 feet; thence northeasterly 119.87 feet along the arc of a 92.73 foot radius curve to the right (long chord bears N 53 05' 02" E 11.70 Feet); thence S 89 53' E 6.83 feet; thence northeasterly 39.27 feet along the arc of a 25 foot radius curve to the left (long chord bears N 44 53' E 35.36 feet); thence N 0 07' E 142.43 feet; thence northerly 117.36 feet along the arc of a 495.94 foot radius curve to the right (long chord bears N 6 53' 45" E 117.08 feet); thence N 13 40' 29" E 15.00 feet; thence S 76 19' 31" E 30.00 feet; thence S 13 40' 29" W 15.00 feet; thence southerly 110.26 feet along the arc of a 465.94 foot radius curve to the left (long chord bears S 6 53' 45" W 110.00 feet; thence S 0 07' W 197.43 feet; thence N 89 53' W 59.33 feet; thence southwesterly 137.77 feet along the arc of a 62.73 foot radius curve to the left (long chord bears S 27 12' W 11.70 feet); thence S 35 43' E 350.01 feet; thence S 54 17' W 150.00 feet; thence N 60 41' 24" W 249.86 feet; thence N 0 07' E 311.88 feet to the point of beginning. Contains 2.29 acres.

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2. The Declarant is the leaseholder of the following land on which the access roadway to the condominium project is or will be constructed:

Beginning at a point S 0°07' W 1693.69 feet along the section line and S 89°53' E 33.00 feet from the Northwest corner of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian, running;

thence S 89°53' E 402.81 feet;
thence S 0°07' W 40.00 feet;
thence N 89°53' W 402.81 feet;
thence N 0°07' E 40.00 feet to the point of beginning.

B. Buildings and Improvements. The Declarant has constructed or will construct on the land certain buildings and other improvements.

C. Record of Surveying Map. The Declarant intends to execute, acknowledge and record in the Office of the County Recorder of Salt Lake County, State of Utah, a certain instrument pertaining to the Project entitled "Record of Survey Map for Harvest Lane Condominium Project."

D. Intent and Purpose. The Declarant intends, by recording this Declaration and the Map, to submit the land, the buildings, and all of their improvements situated in or upon the land to the provisions of the Utah Condominium Act, §57-8-1 et seq., Utah Code Ann. (1953) under a general plan for the improvement for the benefit of condominiums in the Project by the owners thereof.

E. Expandable Condominium. The Declarant further intends by recording this Declaration and the Map to establish the condominium Project as an "expandable condominium" pursuant to the Utah Condominium Ownership Act.

ARTICLE I

DEFINITIONS

DEFINED TERMS. Unless the context clearly indicates otherwise, certain terms used in this Declaration shall have the meanings set forth in this Article I.

1.1 Association- shall mean Harvest Lane Owners Association (hereinafter "Association"), a Utah nonprofit corporation.

1.2 Buildings - shall refer to those structures that have been or will be constructed on the land as shown on the Map.

1.3 Common Areas - shall mean all physical portions of the Condominium Project, except all Units.

1.4 Common Facilities - shall mean all furniture, furnishings, equipment, and other property (real, personal or mixed) and interest therein at anytime leased, or held by the Association for the use and Benefit of all owners.

1.5 Condominium - shall mean a Unit and the undivided interest (expressed as a percentage of the entire ownership interest) in the common areas and facilities appurtenant to such Unit as set forth in Exhibit "A" attached hereto.

1.6 Condominium Act - shall mean the Utah Condominium Ownership Act and amendments thereto (§57-8-1 et seq. Utah Code Ann.).

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1.7 Control Turnover Time - shall mean the time when the first of the following occurs:

A. The expiration of six (6) years from the date of the original filing of Declaration of Condominium for Harvest Lane Condominium.

B. Three-fourths (3/4) of the undivided interest in the Common Areas of facilities have been conveyed by the Declarant to Unit owners, or after all additional land has been added to the Project, whichever last occurs.

C. Such earlier time as the Declarant, in its sole discretion shall elect by written notice to the Association.

1.8 Declarant - shall mean Harvest Lane Limited, a Utah limited partnership and its successors and assigns.

1.9 Land - shall mean the land in which and upon which the Project is situated as more particularly described in Paragraph A of the Recitals above.

1.10 Limited Common Areas - shall mean any common areas designated for exclusive use by the owner or owners of a particular Unit or Units. Any porches, parking stalls, or storage facilities that are identified on the Map with the same number or other designation by which a Unit is identified, shall be Limited Common Areas for the exclusive use of the Owner of the Unit bearing the same number or designation.

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1.11 Management Committee - shall mean and refer to the Management Committee of the Harvest Lane Condominium Project as provided in Article X hereof.

1.12 Map - shall mean the Record of Survey Map for Harvest Lane Condominium Project relating to the Project and recorded or to be recorded in the Office of the County Recorder of Salt Lake County, State of Utah.

1.13 Mortgage - shall mean any Mortgage, Deed of Trust or other security instrument by which a condominium party interest therein is encumbered.

1.14 Mortgagee - shall mean any person named as the Mortgagee or Beneficiary under any Mortgage by which the interest of any owner is encumbered, or the successor in interest to any such Mortgagee.

1.15 Owner - shall mean the person or persons (including the Declarant) owning in fee simple a condominium in the Project as such ownership is shown by the Records of the County Recorder of Salt Lake County, State of Utah.

1.16 Project - shall mean the land, the buildings and all improvements submitted by this Declaration to the provisions of the Condominium Act.

1.17 Unit - shall mean an individual air space Unit, consisting of the enclosed rooms and bounded by the interior surfaces of the walls, floors, ceilings, windows and doors along the perimeter boundaries of the air space, as said boundaries are shown on the map, together with all fixtures and improvements therein contained. Paint and other wall, ceiling,

or floor coverings on the interior surfaces shall be deemed a portion of the Unit. Mechanical equipment and appurtenances located within any one Unit or located without said Unit, but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air coolers, and other cooling apparatus, fixtures and the like, shall be considered part of the Unit.

ARTICLE II

SUBMISSION AND DIVISION OF THE PROJECT

2.1 Submission to Condominium - The

Declarant hereby submits the land, buildings, and all other improvements now or hereafter made in or upon the land to the provisions of the Condominium Act. All of said property is and shall be held used and improved as a fee simple, integrated use condominium Project to be known as Harvest Lane Condominium. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are for the benefit of said Project and in furtherance of a plan for improvement of the property and division thereof into condominiums. Each and all of the provisions hereof shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring an interest in the real property and improvements comprising the Project.

2.2 Division into Condominiums - The Project is hereby divided into condominiums, each such condominium

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consisting of a Unit and appurtenant, undivided interest in the common areas as set forth in Exhibit "A" attached hereto.

ARTICLE III

BUILDINGS AND IMPROVEMENTS

3.1 Buildings and Improvements - The buildings and other improvements constructed or to be constructed in or upon the land are described on the Map which shows the Unit number, the location and dimensions of each Unit in the Project, and all other information necessary to identify such Unit, and a description of the Common Areas and Limited Common Areas of the Project.

3.2 Description of Improvements - The buildings are or will be wood frame construction with brick veneer exterior and stucco.

ARTICLE IV

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Interior Units - Each owner shall have the exclusive right to paint, or otherwise decorate the interior surfaces of the walls, ceilings and floors included in his Unit. Each owner shall also have the right to construct and install additional walls, fixtures and improvements within the boundaries of his Unit, provided, however, that such installations shall comply with all applicable laws, ordinances and building codes, and shall not interfere with the facilities necessary for the support, use or enjoyment of any other part

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of the Project, nor impair the structure, soundness or integrity of the buildings.

4.2 Maintenance of the Units - Each owner shall keep the interior of his Unit, in clean and sanitary condition and in good repair. In the event that any Unit shall be in an unsanitary or unclean condition or fall into a state of disrepair, and the owner of such Unit shall fail to correct such condition within fifteen (15) days of written notice from the Association, the Association shall have the right, at the expense of the owner and without liability to the owner for trespass or otherwise, to enter said Unit and correct or eliminate such condition; provided, however, that the Association shall in no event have any obligation to correct or eliminate any such condition or state of repair.

4.3 Title - Title to a condominium may be held in any manner in which title to any other real property may be held or owned in the State of Utah.

4.4 Ownership of Common Areas - The undivided interest in the Common Areas appurtenant to each Unit in the Project shall be as set forth in Exhibit "A" attached hereto. Except as provided in Article VI hereof pertaining to expansion of the condominium Project, the percentages appurtenant to each Unit as shown in Exhibit "A" shall have a permanent character and shall not be altered without the unanimous, written consent of all owners. Except as otherwise provided in this Declaration, any owner shall be entitled to nonexclusive use of the Common Areas (other than Limited Common

Areas) in any manner that does not hinder or encroach upon the rights of other owners, and is not contrary to any applicable rules or regulations promulgated by the Management Committee or the Association.

4.5 Inseparability - Title to no part of a condominium in the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete condominium. Any disposition of a condominium shall be construed to include the entire condominium with all appurtenant rights created by law or this Declaration, including without limitation, appurtenant membership in the Association.

4.6 No Partition - The Common Areas shall be owned in common by all owners, and no owner may bring an action for partition thereof.

4.7 Separate Mortgages By Owners - Each owner shall have the right separately to mortgage or otherwise encumber his condominium. Any mortgage or any other encumbrance of any condominium within the Project shall be subordinate to all the provisions of this Declaration.

4.8 Separate Taxation - Each condominium within the Project shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or any political subdivision or any special improvement district or other taxing or assessing

authority. For the purposes of such assessment, the evaluation of the Common Areas shall be apportioned among the Units in proportion to the undivided interest in the Common Areas appurtenant to such Units.

4.9 Mechanic's Liens - No labor performed or material furnished in connection with any Unit with the consent or at the request of an owner or his agent or contractor shall create a right to file a statement of mechanic's lien against the Unit of any other owner or against any interest in the Common Areas, except the undivided interest in the Common Areas appurtenant to the Unit of the owner for whom such labor or materials shall have been performed or furnished.

ARTICLE V

USE OF CONDOMINUMS

5.1 Residential Use - Each Unit in the Project shall be used exclusively as a private residence and shall be restricted to such use. No unit may be used for transient or hotel purposes. No Unit shall be used for any business, industrial or commercial purpose; provided, however:

1. The Declarant, its successors or assigns may use any Unit for sales models, sales offices or project management offices.

2. Owners, including the Declarant, may rent or lease their Units for residential use, provided that such leases or rental agreements shall provide for not less than thirty (30) days of continuous occupancy by the tenant.

5.2 Limit of Occupants - The number of permanent residents of any unit shall be limited to twice the number of bedrooms in such unit.

5.3 Rules and Regulations - Each owner shall comply strictly with all rules and regulations adopted by the Association or the Management Committee for the government of the Project, as such rules and regulations may, from time to time, be modified, amended and construed.

ARTICLE VI

EXPANDABILITY

6.1 Option to Expand - The Condominium is declared to be an expandable condominium as defined under the Act. Declarant expressly reserves an option to expand the Project. Declarant at its sole discretion may choose to exercise this right or to conduct no expansion.

6.2 Consent of Unit Owners Not Required - The exercise of the expansion option shall be solely at the discretion of the Declarant, without limitation. Consent of Unit owners shall not be required.

6.3 Time Limit - The option of the Declarant to expand the condominium shall terminate seven (7) years from the date of the recording of the original Declaration of this Condominium.

6.4 Land That May Be Added - Attached hereto as Exhibit "B" is a legal description of all land that may be added in whole or in part to the condominium Project in the exercise of the expansion option. Declarant, at its sole and

unlimited discretion, may add some or all of the land in accordance with this Declaration at such times or in such phase or phases as it shall choose.

6.5 Location and Number of Improvements -- Declarant shall have the sole discretion, without limitation to determine the location of any improvements that may be made on any portion of the additional land, added to the condominium Project. The maximum number of additional Units that may be constructed on the additional land, however, is limited to 375, which shall be added at a rate of no more than 12 per acre of added land.

6.6 Residential Use of Additional Land - In the event the condominium is expanded by the addition of land, all expansion land and buildings constructed thereon shall be limited to residential use.

6.7 Buildings on Additional Land - Any improvements to be constructed on additional land added pursuant to this Article shall be residential Units, architecturally compatible and similar to those previously erected in the Project. Similar materials and quality construction will be utilized. In addition to residential Units, there may be constructed amenities such as swimming pools, sports facilities, party facilities and other amenities for the use of some or all of the Unit owners. There may also be constructed management, utility and other buildings and spaces to be utilized in the ongoing running and maintenance of the condominium Project. Other than as limited herein, the

decision as to what shall or shall not be constructed, shall remain at the sole discretion of the Declarant. Such discretion may be exercised without limitation. Declarant may or may not create Limited Common Areas in the addition of land, as it deems fit.

ARTICLE VII

GENERAL RESTRICTIONS

7.1 No Noxious or Offensive Activity - No obnoxious or offensive activity shall be carried on in or about any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or which may cause unreasonable disturbance or annoyance to owners, generally. No activity shall be conducted, nor improvements constructed, in or upon any part of the Project which are, or may become hazardous or unsafe to any person or property.

7.2 Restriction on Signs - No signs, flags, or advertising devices of any nature, including, without limitation, commercial, political, informational, or directional signs or devices shall be erected or maintained on any part of the Project, without the prior inspection and written approval of the Management Committee (except as may be necessary temporarily to caution or warn of danger). Notwithstanding any other provision hereof, the Declarant shall have the right to install advertising and directional signs in the Project for the purpose of original sales of the Units.

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7.3 Restriction of Window Coverings - All window coverings visible from the outside a Unit must be of a white or neutral color. No treatment of exterior windows (including tinting, veneer or finish, etc.) shall be permitted without written approval of the Management Committee.

7.4 No Alterations - No owner shall, without prior written consent of the Management Committee in each specific instance, make or cause to be made any alteration, addition or improvement in or to the Common Areas or any part there of, or do any act which would impair the structural soundness or integrity of the buildings or jeopardize the safety of persons or property, or impair any easement appurtenant to the Project.

7.5 No Damage or Dangerous Activities - Nothing shall be done or kept in any Unit in the Common Areas or any other part of the Project which would result in cancellation of the insurance or increase in insurance rates on the Project or any part thereof, over that which the Management Committee but for such specific activity would pay. No damage to or waste of the Common Areas or any part thereof shall be committed by any owner or guest of any such owner, and each owner shall indemnify and hold harmless, the Association and all other owners from and against all losses resulting from such damage or waste caused by such owner, or his guests, tenants, licensees or invitees.

7.6 Construction Period Exemption - During the course of the actual construction of any permitted

structures or improvements within the Project, the provisions, covenants, conditions and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction.

ARTICLE VIII

EASEMENTS

8.1 Easements from Encroachments - If any part of the Common Areas encroaches or shall thereafter encroach upon any Unit, an easement for such encroachment and further maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach on the Common Areas, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Encroachments referred to herein shall include without limitation, encroachments caused by errors in the original construction of the buildings or any improvements constructed or to be constructed within the Project, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof, in accordance with the provisions of this Declaration.

8.2 Easements for Maintenance, Cleaning and Repair - Some of the Common Areas may be conveniently accessible only through the Units. The Management Committee shall have the irrevocable right to have access to each Unit and to all Common Areas from time to time during such

reasonable hours as may be necessary for the maintenance, cleaning, repair or replacement of any Common Areas, or for the making of emergency repairs at any time therein necessary to prevent damages to the Common Areas or to any Unit. Such entry shall be made with as little inconvenience to the owners as practicable.

8.3 Right to Ingress, Egress and Support - Each owner shall have the right to ingress and egress over, upon and across the Common Areas as necessary for access to such owner's Unit, and to any limited Common Areas appurtenant to such Unit, and shall have the right to horizontal, vertical and lateral support of each Unit.

8.4 Management Committee's Right to Use Common Areas - The Management Committee shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that is obligated or permitted to perform pursuant to this Declaration.

8.5 Easement for Completion of the Project - The Declarant shall have a transferable easement over the Common Areas for the purpose of completing construction of the Project and making the improvements therein in accordance with this Declaration.

8.6 Easements Run With the Land - All conveyances of condominiums within the Project hereafter made, whether by Declarant or otherwise shall be construed to grant and reserve such reciprocal easements as are provided herein.

ARTICLE IX

THE ASSOCIATION

9.1 Membership - Each owner shall be entitled to and be required to be a member of the Association. Membership shall begin immediately and automatically upon the coming owner and shall terminate immediately and automatically when ceasing to be in order. If title to a condominium is held by more than one person, the membership pertinent to such condominium shall be shared by all persons in the same type of tenancy as title to the condominium is held. An owner shall be entitled to one membership for each condominium owned by him. Each membership shall be appurtenant to the condominium to which it relates and shall be transferred automatically by conveyance of that condominium. No person or entity other than an owner may be a member of the Association and membership in the Association may not be transferred except in connection with the transfer of a condominium.

9.2 Board of Trustees - There shall be three (3) trustees of the Association. Until the Control Turnover Time, the Declarant shall have the exclusive right to appoint, remove and replace all the trustees of the Association. After the Control Turnover Time, the trustee shall be elected by annual vote of the association.

9.3 Votes - The number of votes appurtenant to each respective condominium and membership shall be set forth in Exhibit "A" attached hereto being one vote for

each unit. If and when additional Units are added to the condominium Project, through the expandability provisions of this Declaration, each new unit shall also have one vote.

9.4 Bylaws - The initial bylaws of the Association shall be in the form of Exhibit "C" attached hereto.

ARTICLE X

MANAGEMENT COMMITTEE

10.1 Status and General Authority of Committee - The condominium Project shall be managed, operated, and maintained by the Management Committee as agent for the Association. The committee shall in connection with the exercise of any of its power constitute a legal entity capable of dealing in its own name. The Management Committee shall have, and is hereby granted, the following authority:

A. The authority without the voter consent of the Unit owners or any other persons to grant or create on such terms as it deems advisable, the utility and similar easements over, under, across and through the Common Areas and facilities.

B. The authority to execute and record on behalf of all the Unit owners any amendment to the Declaration or Map which has been properly approved as provided in any Article hereof...

C. The authority to sue on behalf of the Project.

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

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

F. All other duties, responsibilities, rights and powers imposed or granted to the Management Committee under the Act.

10.2 Composition of Management Committee -

The Management Committee shall be composed of three (3) members. Such members shall be appointed by the Declarant until the Control Turnover Time.

After the Control Turnover Time, the Management Committee shall be elected by vote of the members of the Association in accordance with their votes as established by Exhibit "A" hereto.

10.3 Committee Officers and Agents - The

Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees the Committee may appoint. Any Committee officer, agent or employee, may, at any time, be removed with or without cause by the Declarant, or after the Control

Turnover Time by a majority vote of the members of the Association.

10.4 Committee Meetings - The Committee may meet and appoint such officers and conduct its business in such manner as it deems fit. All Committee decisions shall be based upon a majority vote of the Committee members.

10.5 Compensation - The members of the Management Committee shall not receive any compensation or salary unless such compensation or salary is voted and agreed upon by the Association after the Control Turnover Time.

ARTICLE XI

ASSESSMENTS

11.1 Agreement to Pay Assessments - The Declarant, for each condominium owned by it within the Project and as owner of the Project, and every part thereof, hereby covenants, and each owner of any condominium by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay all assessments made by the Association or the Management Committee for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article.

11.2 Annual Assessments - Shall be computed and assessed by the Association against all assessable

condominiums after they have been sold by Declarant or occupied by tenants as follows:

A. COMMON EXPENSE - Annual assessments shall be based upon advance estimates of the Association's and the Committee's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas and/or furnishing utility services and other items common to the Units. Such estimated expenses may include, among other things: expenses of management; taxes and special assessments (unless and until the Condominiums are separately assessed); insurance premiums, repairs and maintenance; wages for Committee employees; utility charges; legal and accounting fees; reasonable contingency reserves; and other expenses and liabilities which may be incurred by the Association or the Committee for the benefit of the owners.

B. APPORTIONMENTS - Expenses of the annual assessments shall be apportioned and assessed to the owners equally. In the event that during a fiscal year additional assessable units are added through sale by Declarant, rental to tenants, or the expansion provisions of this Declaration, then such units shall be assessed on a prorated basis for the rest of the fiscal year based upon the percentage

of the fiscal year remaining at the time the units became assessable.

C. ANNUAL BUDGET - Annual assessments shall be determined on the basis of a fiscal year to be established by the Association. The budget shall itemize the estimated items of common expense, anticipated receipts, if any, and any other deficits or surplus from the prior operating budget. The budget shall serve as the supporting document for the annual assessment for the upcoming fiscal year, and as the major guideline under which the Project shall be operated during the annual period.

D. NOTICE OF PAYMENT - Annual assessments shall be levied on the basis of the fiscal year. The Association shall notify each owner as to the amount of the owner's annual assessment no later than fifteen (15) days before the start of the fiscal year. Each annual assessment shall be payable in twelve (12) equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which the assessment relates. All unpaid installments of any annual assessment shall bear interest at the rate of one and one-half (1-1/2) of one percent per month from the due date until paid. Failure of the Association to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or

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modification in any respect of the provisions of this Declaration, or a release of any owner from the obligation to pay such assessment or any other assessment; but the date on which the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the owner in the manner provided in this Declaration.

11.3 Special Assessments - In addition to the annual assessments authorized by this Article, the Association may, at any time, from time to time, levy special assessments, payable over such periods as the Association may determine for the purpose of defraying, in whole or part, the cost of any proper expenditure; provided, however, that such special assessment must be approved by owners holding at least sixty (60) percent of the total votes of the Association. This section shall not be construed as an independent source or authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other sections or articles hereof. Any amounts assessed pursuant hereto shall be apportioned among the owners in accordance with the proportions established by Exhibit "A" hereof. Notice in writing of the amount of each special assessment and the time for payment thereof shall be given promptly to the owners, and no payment shall be due less than fifteen (15) days after such notice has been given. All unpaid portions of any special assessment shall bear interest at the

rate of one and one-half (1-1/2) percent per month from the date said amounts became due.

11.4 Lien for Assessments - All sums assessed to the owners of any condominium in the Project, pursuant to the provisions of this Declaration, together with interest thereon as provided herein, shall be secured by a lien on such condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Declaration, the Association or Management Committee may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the owner of the condominium, and a description of the condominium. Such notice shall be signed and acknowledged by a duly authorized officer of the Association, and may be recorded in the Office of the County Recorder of Salt Lake County, State of Utah. No Notice of Lien shall be recorded until there is a delinquency in payment of the assessment.

Such lien may be enforced by sale or foreclosure by the Association in accordance with the provisions of Utah law. In any such sale or foreclosure or other action taken by the Association to collect assessments, the owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorney's fees, and such costs and expenses shall be secured by the lien herein provided. The owner shall also be required to pay the Association any assessments against the Condominium which shall become due during the period of fore-

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closure or sale, and all such assessments shall be secured by the lien herein provided.

The Association shall have the right and power to bid in at any foreclosure sale or other sale, and to hold, lease, mortgage, or convey the subject condominium. In the event of foreclosure, the owner shall be required to pay reasonable rental for the Unit during the foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the rental without regard to the value of security.

11.5 Personal Obligation of Owner - The amount of any annual or special assessment against any condominium shall be the personal obligation of the owner of such condominium to the Association. Suit to recover money or judgment for such personal obligation, shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No owner may avoid or diminish such personal obligation by waiver of the use or enjoyment of any of the Common Areas or by abandonment of its condominium, or by waiving any of its services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved owner shall pay the costs and expenses incurred by the Association in connect therewith, including reasonable attorney's fees.

11.6 Statement of Account - Upon payment of a reasonable fee not to exceed ten dollars (\$10.00), and upon written request of any owner, mortgagee, prospective mortgagee or prospective purchaser of a condominium, the

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Association shall issue a written statement setting forth the following: The amount of the unpaid assessments, if any, with respect to such condominium; the amount of the current annual assessment and the date or dates upon which installments thereof become due; the amount of any current special assessment on the date or dates upon which the same or portions thereof become due; and any credit for advance payments or prepaid items, including, without limitation, the owner's share of prepaid insurance premiums. Such statement shall be binding upon the Association in favor of the persons who rely thereon in good faith.

11.7 Personal Liability of Purchaser -

Subject to the provisions of this Article, a purchaser of a condominium shall be jointly and severally liable with the seller thereof for all unpaid assessments against such condominium up to the time of the grant or conveyance; provided, however, that the provisions of this section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

11.8 Commencement Date - As to each

condominium in the Project, assessments under this Declaration shall commence on the 1st day of the calendar month following closing of an original sale by Declarant to the first purchase of a condominium or upon the first residential occupancy of a condominium by a tenant, whichever first occurs. Once a condominium has thus become an assessable condominium, it shall continue to be assessable regardless of

whether or not it is occupied. Condominiums owned by Declarant which have not been sold or rented, shall not be subject to assessment.

11.9 Amendment of Article - This Article XI shall not be amended unless the owners of all condominiums in the Project unanimously consent and agree to such amendment in a duly recorded instrument.

ARTICLE XII

INSURANCE

12.1 Insurance - The Association shall obtain and keep in full force and effect those insurance coverages described in this Article. Insurance coverage shall be secured from companies licensed to do business in the State of Utah, with a rating of "A" or better from Bests Insurance Report. Each policy of insurance obtained by the Association shall, if possible, include: (a) A standard mortgagee clause commonly accepted by private institutional mortgage investors in the area; (b) a waiver of the insurer's subrogation rights with respect to the Association, the Management Committee and its employees, the Unit owners and their respect servants, agents and guests; (c) a provision that the insurance cannot be cancelled, suspended or invalidated due to the conduct of any particular Unit owner or owners; (d) a provision that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit owners; (e) that a mortgagee endorsement clause providing that there shall not

be less than ten (10) days' notice of reduction or cancellation relating to any of the policies.

12.2 Owner's Individual Insurance - Any Unit owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Association. The Association shall not insure the Unit owners' personal property maintained at the Project or their Units (e.g. wall coverings, floor coverings, fixtures, etc.).

12.3 Fire and Casualty Insurance - The Association shall obtain and maintain fire and casualty insurance on the Project in an amount not less than one hundred percent (100%) of the project value, based upon replacement cost. Each such policy shall contain the standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of the mortgagees, as their interest may appear. The Association may comply with the above-requirements by the purchase of blanket coverage and may elect such deductible provisions as in the Association's opinion are consistent with good business practice.

12.4 Public Liability and Property Damage Insurance - The Association shall obtain a broad form of comprehensive liability insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury and/or property damage insuring the Association, the Committee,

and their employees and agents, and the Unit owners against any liability incident to the ownership, use or operation of the Common Areas and public ways of the Project, or of any Unit, which may arise among themselves, to the public, or to any invitees or others. Such insurance shall contain a severability of interest endorsement which shall preclude the insurer from denying the claims of an insured, arising out of the negligent acts of another insured under the policy.

12.5 Fidelity Insurance of Bond - The Association shall purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or bonds to protect against dishonesty of the trustees, the Management Committee, or employees thereof, destruction or disappearance of money or securities and forgery.

12.6 Adjustment - Authority to adjust losses under the policies provided for in this Article shall be vested in the Management Committee.

12.7 Additional Coverage - The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required herein.

ARTICLE XIII

DAMAGE OR DESTRUCTION

13.1 Procedures - In the event any part

of the Project is damaged or destroyed, the Management Committee shall proceed as follows:

A. ESTIMATE OF COSTS - As soon as practicable after an event causing damage or destruction to any part of the Project, the Committee shall obtain complete and reliable estimates of the costs of repair and reconstruction of that part of the Project damaged or destroyed.

B. SUFFICIENT INSURANCE - If the proceeds of the insurance maintained by the Association exceed or equal the estimated cost or repair to reconstruct the damaged or destroyed part of the Project, then such repair and reconstruction shall be carried out. In the event that during the repair or reconstruction the proceeds of such insurance prove insufficient, the Association shall levy a special assessment sufficient to provide funds to pay such actual costs of repair and reconstruction. Such special assessment shall be allocated and collected as provided in Article XI hereof.

C. LESS THAN SEVENTY-FIVE PERCENT DESTRUCTION AND INSUFFICIENT INSURANCE - If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, and if less than seventy-five (75) percent of the value of the Project was lost as a

result of the destruction or damage, then such repair and reconstruction shall nevertheless be carried out. The Association shall levy a special assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such special assessment shall be allocated and collected as provided in Article XI hereof.

D. SEVENTY-FIVE PERCENT OR MORE DESTRUCTION AND INSUFFICIENT INSURANCE - If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, and if more than seventy-five (75) percent of the value of the Project has been lost due to the destruction or damage, then such damage or destruction shall be repaired and reconstructed only if, within one hundred (100) days following the damage or destruction, the owners shall elect by a vote of at least seventy-five (75) percent of the total votes of the Association to carry out such repair and reconstruction. If, however, the owners shall not so vote, then the Management Committee shall record in the Office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the provisions of Section 57-8-31, Utah Code Ann.

(1953) shall apply and shall govern the rights of all parties having interest in the Project or any of the Units.

ARTICLE XIV

CONDEMNATION

14.1 Condemnation - If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Project, in lieu of condemnation, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

14.2 Proceeds - All compensation, damages and other proceeds from any such taking by power of eminent domain (hereinafter referred to as "award") shall be payable to the Association and shall be distributed by the Association as herein provided.

14.3 Complete Taking - In the event that the entire Project is taken by power of eminent domain, condominium ownership, pursuant hereto, shall terminate, and the condemnation award shall be allocated among and distributed to the owners in their proportionate interest as reflected on Exhibit "A" hereto. Such distribution shall be made by checks payable jointly to the respective owners and their respective mortgagees, as appropriate.

14.4 Partial Taking - In the event that less than the entire Project is taken by power of eminent domain, the award shall be received by the Association. The Association shall allocate it reasonably and in good faith, apportioning it between compensation, severance damages and other proceeds, and pay the same to owners as follows:

A. The total amount apportioned to the taking of or injury to the Common Areas (excluding Limited Common Areas) shall be allocated and distributed to all owners in proportion to their respective interests as reflected on Exhibit "A."

B. The total amount apportioned to the taking of Limited Common Areas shall be allocated and distributed to those owners in proportion to their undivided interests in the Limited Common Areas pertinent to their respective Units.

C. The total amount apportioned to severance damages shall be allocated among and distributed to the owners of those condominiums that have not been taken in proportion to their respective interests on Exhibit "A."

D. The total amount apportioned to the taking or injury to a particular Unit shall be allocated and distributed to the owner of such Unit.

E. The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the

Association determines to be equitable under the circumstances.

F. Notwithstanding any provision hereof to the contrary, if a apportionment or allocation is already established by negotiation, judicial decree, statute or otherwise, the Association shall employ such a apportionment and allocation to the extent it is relevant and applicable.

G. Distribution of allocated proceeds shall be made by checks payable jointly to owners and their respective mortgagees as appropriate.

14.5 Continuation and Reorganization - If less than the entire Project is taken by power of eminent domain, the condominium ownership pursuant hereto shall not terminate but shall continue. The Association shall have the duty and authority to make all determinations and take all actions necessary or appropriate to effect to a reorganization of the Project.

ARTICLE XIV

AMENDMENT

15.1 Procedure for Amendment - Except as provided below, amendment of this Declaration may only be made by a vote of sixty-seven (67) percent of the voting rights of the Association. Any amendment so authorized shall be accomplished through recordation of an instrument executed by the Management Committee. In such instrument, the Committee

shall certify that the vote required by this paragraph or amendment has occurred. The foregoing right of amendment shall be subject to the following paramount rights:

A. Any amendment required in connection with the exercise of the expandability provisions of Article VI hereof may be made at the sole discretion of Declarant and may be executed and recorded by the Declarant and have full force and effect.

B. Until the Control Turnover Time, Declarant shall have, and is hereby vested with, the right to amend this Declaration or the Map, except as specifically precluded by another article of this Declaration. Such rights shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with the law.

C. In those cases in which, under the Act or another article of this Declaration, a stated percentage interest in the condominium Project is required for authorization or approval of an amendment, the Act or other article shall be controlling.

ARTICLE XVI

COMPLIANCE WITH DECLARATION AND BYLAWS

16.1 Compliance - Each owner shall comply

strictly with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, Rules and Regulations promulgated by the Association as herein provided, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, maintainable by the Association or in a proper case, by an aggrieved owner. In such action, the Association shall be entitled to recover its costs of enforcement, including attorney's fees.

ARTICLE XVII

MORTGAGEE PROTECTION

17.1 Notice to Mortgagees - From and after the time a mortgagee makes written request to the Association therefor, the Association shall notify mortgagee in writing in the event the owner of the condominium encumbered by the mortgage held by such mortgagee neglects for a period of thirty (30) days or more to cure any failure on the part of the owner to perform any of his obligations under this Declaration.

17.2 Insurance - Unless all of the first mortgagees of the individual condominiums have given their prior written approval, the Association shall not be entitled to alter the provisions hereof in such a way as to diminish the insurance protection required to be afforded to the parties

designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

17.3 Examination of Records - Any mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Association during reasonable business hours.

17.4 Notification of Loss or Damage - From and after the time a mortgagee makes written request to the Association therefor, the Association shall notify such mortgagee in writing in the event there occurs any damage or loss to or taking or anticipated condemnation of, the Project in an amount reasonably estimated to be in excess of Ten Thousand Dollars (\$10,000).

17.5 No Right to Amend Article - No amendment to this Article which has the effect of diminishing the rights, protection or security afforded to mortgagee, shall be accomplished and effective unless all the first mortgagees of the individual condominiums have given their prior consent to such amendments.

17.6 Notices - Any notice to a mortgagee under this Article shall be in writing and shall be sufficient for all purposes if sent by first-class mail, postage prepaid and addressed to the mortgagee at the addresses, from time to time, specified by the mortgagee in writing to the Association. Any such notice shall be deemed to have been given and received when deposited in the United States Mail in the form specified.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

18.1 Intent and Purpose - The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a fee simple residential condominium Project. Failure to enforce any provision, restriction, covenant or condition contained in this Declaration shall not operate as a waiver thereof.

18.2 Construction - This Declaration shall be governed and construed in accordance with the laws of the State of Utah. The provisions hereof shall be supplemental to the provisions of the Act and all other provisions applicable by law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders, and the term "person" shall include any individual, partnership, corporation, trust, or other entity or combination thereof.

The Articles and section headings set forth herein are for convenience and reference only, and are not intend to expand, limit or otherwise affect the meaning or interpretation of this Declaration, or any provision hereof. The provisions hereof shall be deemed to be independent and severable, and invalidity or partial invalidity or unenforceability of any

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one provision or portion thereof, shall not affect the validity or enforceability of any other provision hereof.

18.3 Notices and Registration of Mailing

Address - Each owner shall register, from time to time, with the Association his current mailing address. All notices, demands and other communications to any owner, as provided in this Declaration, shall be in writing and shall be sufficient for all purposes if sent by first-class United States Mail, postage prepaid, addressed to the owner at his registered mailing address, or, if no address has been registered, the Unit of such owner. All demands, notices and other communications to the Association provided for in this Declaration shall be in writing, and shall be sufficient for all purposes if sent by first-class United States Mail, postage prepaid, addressed to the Association at its offices at 2257 South 1100 East, Suite IC, Salt Lake City, Utah 84106, or to such other address as the Association may hereafter designate by notices to the owners herein. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when deposited in the United States Mail, postage prepaid, in the form provided for in this section.

18.4 Audit - Any owner may, at reasonable time upon appointment, and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association. The Association, at common expense, shall obtain an audit, by certified public accountants, of all books

and records pertaining to the Project at no greater than annual intervals, and copies thereof shall be furnished to the owners.

18.5 Effective Date - This Amended Declaration shall take effect upon recording in the Office of the County Recorder of Salt Lake County, State of Utah.

18.6 Agent for Service - The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the registered agent of the Association and his address, as shown on the official corporate records maintained in the Office of the Lieutenant Governor Secretary of State, State of Utah. On the date of this Declaration, the registered agent of the Association is C. Kurt Hoffman, whose address is 76 "I" Street, Salt Lake City, Utah 84103.

18.7 Limitation on the Association and Management Committee's Liability - The Association and Management Committee shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by another owner or person in or upon the Project, or resulting from electricity, water, rain, snow or ice which may leak or flow from the outside, or from any parts of the buildings, or their drains, pipes, conduits, appliances or equipment, or from any other place. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or

improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration, or with the laws, ordinances, regulations, rules, or orders of any governmental authority.

18.8 Obligations - All obligations of an owner under or by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing or selling under contract, his condominium.

18.9 Covenants to Run with Land - This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes as the case may be and shall be binding upon and inure to the benefit of Declarant, all parties who acquire any interest in the Unit or in the Project and their respective mortgagees, transferees, heirs, devisees, personal representatives, successors and assigns.

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

18.11 Indemnification of Management Committee - Each member of the Management Committee or Board of Trustee of the Association shall be indemnified and held harmless by the Association against all costs, expenses and fees reasonably incurred by him in connection with any proceeding to which he

became involved by reason of his being, or having been, a member of said Committee, except in the case of intentional and knowing malfeasance.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

HARVEST LANE LIMITED,
a Utah Limited Partnership
By Its General Partner
Sandy Limited, a Utah
Limited Partnership,
By Its General Partner,
Western Liberty Development
Company, a Utah corporation

By: 
John A. Fericks
Its Vice President

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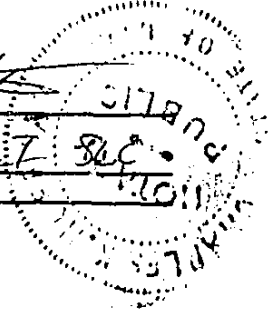
STATE OF UTAH)
COUNTY OF Salt Lake)

On the 31 day of January, 1986, personally appeared before me John A. Fericks, who being by me duly sworn did say that he is the Vice President of Western Liberty Development, a Utah corporation, and General Partner of Sandy Limited, a Utah limited partnership, which is the General Partner of Harvest Lane, Limited, a Utah limited partnership, and Declarant herein. John A. Fericks did also say that the instrument was signed on behalf of the corporation by authority of its bylaws, and also by authority of a resolution of its board of directors, and said John A. Fericks acknowledged to me that said corporation executed the same on behalf of Harvest Lane, Limited.

My Commission Expires:

6/86


NOTARY PUBLIC
Residing at: 7627 S.C.



rswl
j10315

EXHIBIT A

SCHEDULE OF UNDIVIDED INTERESTS OF UNITS

Unit No.	Size of Unit in square ft.	Undivided Percentage and Voting Interest
1A1	1100	6.25
1A2	1100	6.25
1A3	1100	6.25
1A4	1200	6.25
1A5	1480	6.25
1A6	1100	6.25
1A7	1100	6.25
1A8	1200	6.25
1A9	1480	6.25
1A10	1100	6.25
1A11	1100	6.25
1A12	1100	6.25
1A13	1100	6.25
1A14	1200	6.25
1A15	1480	6.25
1A16	1100	6.25

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EXHIBIT B

SCHEDULE OF EXPANDABLE PROPERTY

Parcel 1

BEG S 1689.86 FT FR NW COR SEC 5, T 3S, R 1E, S L M; E 1320 FT; S 304.59 FT; W 825 FT; N 52.8 FT; W 495 FT; N 252.95 FT M OR L TO BEG. LESS STREET. 8.44 AC M OR L. 5344-1127 5225-1019, 1021. 5441-165

Parcel 2

BEG S 1447.5 FT FR NW COR OF SEC 5, T 3S, R 1E, S L M; S 164.36 FT; S 89[25'57" E 515.02 FT; S 78 FT; S 89 [21'48" E 805.5 FT; N 140.996 FT; N 76[26'31" W 1170.05 FT; S 158.88 FT; W 183 FT TO BEG. LESS ST. 7.08 AC M OR L.

Parcel 3

BEG S 0[07' W 2264.47 FT & S 89[20' E 215 FT FR NW COR OF SEC 5, T 3S, R 1E, S L M; S 89[20' E 1105 FT; N 268.87 FT M OR L; W 825 FT; N 52.8 FT; W 462 FT; S 0[07' W 241.67 FT; S 89[20' E 182 FT; S 0[07' W 80 FT to BEG. 8.17 AC 5427-1076, 5433-1929, 1931

Parcel 4

BEG S 0[07' W 2583.21 FT & S 89[03' E 64 FT FR NW COR OF SEC 5, T 3S, R 1E, S L M ; N 0[07' E 83.74 FT; E 89 FT; N 115 FT; E 100 FT; N 74.47 FT; S 89[20' E 1067 FT; S 266.619 FT M OR L; N 89[03' W 1080 FT; S 0[07' W 15 FT; N 89[03' W 176 FT to BEG. 7.09 AC M OR L. 5615-2795, 5421-1484, 3975-422

Parcel 5

BEG 1049.1 FT S & S 77[10' E 215 FT FR NW COR SEC 5 T 3S R 1E SL MER S 154.9 FT S 76[30' E 1134.4 FT M OR L TO E LINE OF SW 1/4 of NW 1/4 SD SEC 5 N ALG SD E LINE TO KASUGA TRACT N 78[38' W 432.5 FT N 77[10' W 664.95 FT M OR L TO BEG. 4.2 AC 5190-1204

EXHIBIT C

BYLAWS

OF

HARVEST LANE OWNERS ASSOCIATION

A Nonprofit Corporation

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Board of Trustees of Harvest Lane Owners Association, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.01. Name. The name of the nonprofit corporation is Harvest Lane Owners Association, hereinafter referred to as the "Association."

1.02. Offices. The principal office of the Association shall be at 2257 S. 1100 E #1C SLC UT 84106

ARTICLE II

DEFINITIONS

2.01. Definitions. Except as otherwise provided herein or as otherwise required by the context, all terms defined in Article I of the Declaration of Condominium for Harvest Lane, a Condominium Project (hereinafter referred to as the "Declaration") shall have such defined meanings when used in these Bylaws.

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ARTICLE III

MEMBERS

3.01. Annual Meetings. The annual meeting of members shall be held on the 10th of each year at the hour of 10:00 o'clock a.m., beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing Trustees (if the Declarant has then turned over to the members responsibility for so doing) and transacting such other business as may come before the meeting. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the members.

3.02. Special Meetings. Special meetings of the members may be called from time to time by the Board of Trustees or by the President.

3.03. Place of Meetings. The Board of Trustees may designate any place in Salt Lake County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees.

3.04. Notice of Meetings. The Board of Trustees shall cause written or printed notice of the time, place, and purpose of all meetings of the members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the member's unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.05. Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.

3.06. Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall

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exist only where the instrument authorizing such proxy to act shall have been executed by the member himself or by his attorney thereunto duly authorized in writing.

3.07. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining members present shall be deemed waived if no objection thereto is made at the meeting.

3.08. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE IV

BOARD OF TRUSTEES

4.01. General Powers. The property, affairs, and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the members.

4.02. Regular Meetings. The regular annual meeting of the Board of Trustees shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of the members. The Board of Trustees may provide by resolution the time and place, within Salt Lake County, State of Utha, for the holding of additional regular meetings without other notice than such resolution.

4.03. Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee.

4.04. Quorum. A majority of the authorized number of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees.

4.05. Compensation. No Trustee shall receive compensation for any services that he may render to the Association as a Trustee; provided, however, that a Trustee may be reimbursed for expenses incurred in performance of his duties as a Trustee to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Trustee.

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4.06. Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

ARTICLE V

OFFICERS

5.01. Officers. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees.

5.02. Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees.

5.03. Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time determine. The Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Trustees or members of the Association.

5.04. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or to the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

5.05. The President. The President shall preside at meetings of the Board of Trustees and at meetings of the members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts approved by the Board of Trustees, and shall do and perform all other acts and things that the Board of Trustees may require of him.

5.06. The Vice-President. The Vice-President shall act jointly with the Commercial Vice-President in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Trustees.

5.07. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the

Board of Trustees may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board of Trustees may require of him.

5.08. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Board of Trustees. He shall perform such other duties as the Board of Trustees may require of him.

ARTICLE VI

INDEMNIFICATION

6.01. Indemnification Third-Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

6.02. Scope of Indemnification. The indemnification provided for by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested members of Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal

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representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

ARTICLE VII

FISCAL YEAR AND SEAL

7.1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following; provided, however, that the first fiscal year shall begin on the date of incorporation.

7.2. Seal. The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, the nonprofit nature of the Association, and the words "Corporate Seal."

ARTICLE VIII

RULES AND REGULATIONS

8.01. Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project; provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. At all times after the Declarant turns over to the members responsibility for electing Trustees: All rules and regulations relating to the use of Residential Units or Residential Limited Common Areas or access to either must be approved by a majority of the Residential Trustees; and all rules and regulations relating to the use of the Commercial Units or Commercial Limited Common Areas or access to either must be approved by a majority of the Commercial Trustees. The members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

ARTICLE IX

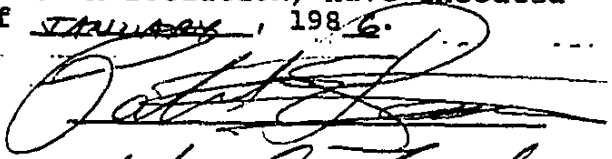
AMENDMENTS

9.01. Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of at least sixty percent (60%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaw, (b) the number of votes cast in favor of such action, and (c) the

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total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Salt Lake County, State of Utah.

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of Harvest Lane Owners Association, have executed these Bylaws on the 31st day of January, 1986.



John A. Fields
Bernie Cook

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