

When Recorded, Return To:  
Sally Monson, President  
Springhill Homeowners Association  
611 Spring Hill Drive  
Salt Lake City, Utah 84107

Handwritten initials: HSO

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21 NOVEMBER 90 10:36 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
SPRINGHILL HOMEOWNERS ASSOCIATION  
REC BY: DIANE KILPACK, DEPUTY

AMENDED DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND BY-LAWS

FOR

SPRING HILL CONDOMINIUMS

This Amended Declaration of Covenants, Conditions and Restrictions, hereinafter called "Amended Declaration", and the By-Laws which are attached hereto and made a part hereof are made and executed in Salt Lake County, Utah this \_\_\_\_ day of \_\_\_\_\_, 1990, by SPRING HILL CONDOMINIUMS, INC., as an amendment to the Declaration of Covenants, Conditions, and Restrictions originally recorded on the 6th day of September, 1973, by SPRING HILL CONDOMINIUMS, INC., a Utah corporation, and amended October 31, 1973, by the same corporation, hereinafter called "Declarant", for itself, its successors, grantees and assigns, pursuant to the provisions of the Utah condominium Ownership Act, Utah Code Annotated Section 57-8-1, et seq., (1953 as amended), hereinafter referred to as "Condominium Ownership Act".

4991878

WITNESSETH:

WHEREAS, Declarant is the owner of certain land located in Salt Lake County, near Salt Lake City, Utah, hereinafter referred to as the "Land" and more particularly described in Appendix A of this Declaration which is attached hereto and made a part hereof; and

WHEREAS, the aforesaid property consists of the land above-described, together with certain residential buildings and certain other improvements heretofore or hereafter to be constructed upon said premises; and the real property subsequently added as phase two recorded February 14, 1975 as Entries 2685024, Book 3785, Pages 496 to 500 and attached hereto as Appendices B-1 and B-2.

WHEREAS, Declarant has constructed residential buildings and other improvements upon the aforesaid premises in accordance with the plans and drawings set forth in the Record of Survey Map file concurrently with the original Declaration consisting of four sheets, prepared and certified by Robert B. Jones, of Bush and Gidgell, Inc. a duly registered Utah Land Surveyor; and Supplemental Declaration including 2 sheets prepared also by Bush and Gidgell and

WHEREAS, Declarant has, by filing this Declaration and the aforesaid Record of Survey Map, and supplemental declarations submitted the above-described real property and the said buildings and other improvements constructed thereon to the provisions of the Utah Condominium Ownership Act as a condominium project known as Spring Hill condominiums, Phase One; and

WHEREAS, Declarant has sold the fee title to the individual units contained in said condominium project, together with an undivided ownership interest in the common areas and facilities appurtenant thereto, to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, Paragraph 27 of the Declarations of Covenants, Conditions, Restrictions, and By-Laws for Spring Hill Condominiums, Phase One provides that the Declaration can be amended upon the approval of

BR 6269 PG 2115

consent of unit owners representing not less than two-thirds (2/3) of the undivided interests in the common areas and facilities, and that Paragraph 27 further provides that any amendment shall be accomplished by the recordation of an instrument wherein the management committee certifies that the unit owners representing at least two-thirds (2/3) of the undivided interest in the common areas and facilities have approved and consented to any such amendment; and

NOW, THEREFORE, for such purposes,, Declarant hereby makes the following Amended Declaration containing covenants, conditions and restrictions relating to this condominium project which pursuant to the provisions of Utah Code Annotated Section 57-8-10 (1953 as amended) shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Name of the condominium property:

The name by which the condominium property shall be known is "Spring Hill Condominiums, Phase One."

2. Definitions:

The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context clearly indicates a different meaning therefor:

A. "Declarant" shall mean Spring Hill Home Owners Association, Inc., a Utah corporation authorized to do business in Utah, which has made and executed this Declaration;

B. The term "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated Section 57-8-1, et seq. (1953 as amended);

C. The term "Condominium" shall mean and refer to the ownership of a single unit in this condominium project, together with an undivided interest in common areas and facilities of the property;

D. The term "Declaration" shall mean this amendment to the Declaration of Covenants, Conditions, Restrictions and By-Laws as amended and by which the Spring Hill Condominiums, Phase One is established;

E. The term "property" shall mean and include the land, the buildings, all improvements and structures thereon, all easements, right and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith;

F. The term "condominium project" shall mean and refer to the entire real estate condominium project referred to in this Declaration;

G. The term "Map" shall mean and refer to the Record of Survey Map of Spring Hill Condominiums, Phase One, recorded herewith by Declarant in accordance with Utah Code Annotated Section 57-8-13 (1953 as amended);

H. The term "unit" shall mean that a party of the property owned in fee simple by unit owners for independent use and shall include the elements of the condominium property which are not owned in common with the owners of other units as shown on the Map.

I. The term "unit owner" shall mean the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified

and established in the Declaration;

J. The term "unit owners" shall mean and refer to unit owners of the Spring Hills Condominiums, including the original purchasers, subsequent purchasers, and others who may subsequently become unit owners;

K. The term "association of unit owners" shall mean and refer to all of the unit owners acting as a group and known as the Spring Hill Home Owners Association, in accordance with the Act, the Declaration and By-Laws;

L. The term "unit number" shall mean and refer to the number designating the unit in the Declaration and in the Record of Survey Map;

M. The terms "majority" or "majority of the unit owners" shall mean the owners of more than fifty per cent in the aggregate in interest of the undivided ownership of the common areas and facilities;

N. The term "management committee" shall mean and refer to a committee composed of persons duly elected thereto by the association of unit owners, as provided by this Declaration, in accordance with the By-Laws hereto attached as Appendix C. Said committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the property;

O. The term "manager" shall mean and refer to the person, persons or corporation selected by the management committee to manage the affairs of the condominium project;

P. The term "common areas and facilities" shall mean and refer to:

1. The above described land;

2. That portion of the condominium project not specifically included in the respective units as herein defined;

3. All foundations, columns, girders, beams, supports, main walls, roof, exterior walkways, parking areas, service streets, stalls, and social center, recreational areas and facilities, yards, gardens, fences, all installations of power, light and other utilities to the outlets, and in general all other apparatus, installations and other parts of the property necessary or convenient to the existence, maintenance and safety of the common area, or normally in common use;

4. Those common areas and facilities specifically set forth and designated as such in the Map;

5. All common areas and facilities as defined in the Act, whether or not expressly listed herein except that portion of the condominium project included in the respective units.

Q. The term "limited common areas and facilities" shall mean and refer to those common areas and facilities designated in the Declaration and the Map as reserved for use of a certain unit or units to the exclusion of the other units including but not limited to balconies, patios, and parking spaces designated in the Map.

R. The term "common expenses" shall mean and refer to all expenses of administration, maintenance, repair, or replacement of the common areas and facilities; to all items, things and sums described in the Act which are lawfully assessed against the unit owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules and regulations pertaining to the condominium project as the association of Unit owners or the management committee may from time to time adopt, and such determinations and agreements lawfully made and/or entered into by the management committee.

S. Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as is expressly set forth herein and made a part hereof.

3. Description of property:

A. Description of land.

That tract or parcel of land in Salt Lake County, State of Utah and more particularly described in Appendix A of this Declaration;

B. General description of buildings.

The buildings constituting a part of this condominium project are 12 in number and are identified in relationship to each other in the Map.

The total number of units in each building and the number of bedrooms which each unit contains is specified in Appendix B which is attached hereto.

The number of levels or floors in each such unit is shown in the Map. All buildings excepting Buildings M and N will consist of wood frame structures together with an exterior composite of brick and lapwood siding. Buildings M and N are both two-story brick structures, including basements built on concrete slabs.

Each unit is designed for use as a single-family residence, and has the exclusive right to use and occupy the parking space or spaces reserved for each unit in the Map.

All other details involving the respective descriptions and locations of the buildings and a statement of the number of stories, number of units and the principal materials of which each building is or is to be constructed and other like details are set forth in the Map which is simultaneously filed of record and incorporated herei ; reference.

C. Description of units.

Each unit shall consist of:

1. The space enclosed within the undecorated interior surface of its perimeter walls, floors and ceilings (being in appropriate cases the inner surfaces parallel to the roof plane, of the roof rafters, and the projections thereof) projected, where appropriate, to form a complete enclosure of space.

2. Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, and ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, tile and paneling;

3. Non-supporting interior walls;

4. Windows and doors in the perimeter walls, whether located within the bounds of a unit or not, but not including any space occupied thereby to the extent located outside the bounds of the units; and

5. All utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single unit (or connecting a single unit to a main or central utility to the point of disconnection from such main or central utility) whether located within the bounds of the unit or not, but not including any space occupied thereby to the extent located outside the bounds of the unit.

6. Units forming a part of the condominium property are more particularly described in the Map, which shows graphically all the particulars of the buildings; without limiting the generality of the foregoing, the unit designations, location, and number of bedrooms are set forth in Appendix B attached hereto.

7. Each unit has immediate access to the common areas and facilities or limited common areas and facilities contiguous to the building in which such unit is located.

8. Every contract for the sale of a unit and every other instrument affecting title to a unit may describe that unit by its identifying number or symbol as designated in the Map or Maps with the appropriate reference to the Map(s) and to the Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah, insubstantially the following fashion:

Unit \_\_\_\_\_, in Building \_\_\_\_\_, as shown on the Record of Survey Map for Spring Hill Condominiums, appearing in the records of the County Recorder of Salt Lake County, State of Utah, in Book \_\_\_\_\_, page \_\_\_\_\_, of Plats, and as defined and described in the Declaration of Condominium for Spring Hill Condominiums appearing in such records, in Book \_\_\_\_\_, page \_\_\_\_\_, of Records.

Such description will be construed to describe the unit, together with the appurtenant undivided interest in the common areas and facilities and to incorporate all the rights incident to ownership of a unit and all the limitations on such ownership as described in this Declaration, including all appurtenant undivided interests and all rights and limitations arising as a result of any expansion of the project pursuant to paragraph 24 of this Declaration.

D. Description of common areas and facilities.

The common areas and facilities shall consist of all parts of the condominium property except the units. Without limiting the generality of the foregoing, the common areas and facilities shall include the following, whether located within the bounds of a unit or not:

1. All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

2. Patios, yards, courts and driveways;

3. The roadways contained therein provided that such roadways shall cease to be part of the common areas and facilities when and if dedicated to public use with the consent of the association of unit owners and accepted by the public authority having jurisdiction;

4. Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or accessory connecting a single unit to a main or central pipe or line or system or to a pipe or line or system servicing more than a single unit;

5. All other parts of the condominium property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common areas and facilities in the drawings;

6. The limited common areas and facilities hereinafter described; and

7. All repairs and replacements of any of the foregoing.

E. Description of limited common areas and facilities.

Each unit owner is hereby granted an irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, which shall consist of all the common areas and facilities including but not limited to a balcony and/or patio and parking space or spaces which are intended for the exclusive service of the unit, the use and occupancy of which shall in each case be limited to such unit.

4. Submission to condominium ownership:

Declarant hereby submits the above-described property, tract of land, buildings, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a condominium project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith.

5. Covenants to run with the land:

This Declaration containing covenants, conditions, and restrictions relating to the project shall be enforceable equitable servitudes and shall run with the land and this Declaration and servitudes shall be binding upon Declarant, its successors and assigns, and upon all owners or subsequent owners or subsequent owners of all or any part of the condominium project, and upon their grantees, mortgagees, successors, heirs, executors, administrators, devisees, and assigns.

6. Statement of purposes, use and restrictions:

A. Purposes. The purposes of the condominium property are to provide housing and recreational facilities for the unit owners and their respective families, tenants, guests and servants in accordance with the provisions of the Utah Condominium Ownership Act.

B. Restrictions on use. The units and common areas and facilities shall be used and occupied as follows:

1. No part of the condominium property shall be used for other than housing and the related common purposes for which the condominium property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose.

2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the management committee except as is otherwise provided herein.

3. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the management committee. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on any building, or the contents, thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the common areas and facilities.

4. No unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, mail box, radio or television antenna) to hang, displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the management committee.

5. No animals or birds of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats and other household pets may be kept in units, subject to the rules adopted by the association of unit owners provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the condominium property upon ten (10) days' written notice from the management committee.

6. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

7. Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

8. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities, except in a patio court in such manner as not to be visible except from the unit for which such courtyard is reserved. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

9. Except in a patio court in such manner as not to be visible except from the unit for which such court is reserved, or (subject to the rules) on driveways or in other areas specifically designed and intended for such purposes, there shall be no playing, lounging or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the common areas and facilities.

10. No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any part of the condominium property except such as may be permitted by the management committee and subject to the rules, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any unit owner on any part of the condominium property or in any unit therein, except that

(i) the Declarant may perform or cause to be performed such work as is incident to the completion of the development of the condominium property, or to the sale or lease of units owned by the Declarant;

(ii) the Declarant or its agent may place "For Sale" or "For Rent" signs on any unsold or unoccupied units and may place such other signs on the condominium property as may be required to facilitate the sale or lease of unsold units;

(iii) The association of unit owners or the management committee or its agent or representative may place "For Sale" or "For Rent" signs on any unit or on the condominium property for the purpose of facilitating the disposal of units by any unit owner, mortgagee or the association of unit owners; and

(iv) a unit owner with respect to a unit, and the association of unit owners or management committee or its agent or representative with respect to the common areas and facilities, may perform or cause to be performed any maintenance, repair or remodeling work, or other work, required or permitted by this Declaration.

7. Ownership and use:

A. Ownership of a unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Appendix B hereof.

B. Prohibition against subdivision of unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separate into tracts or parcels smaller than the whole unit as shown on the Map.

C. Ownership of common areas and facilities. The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in the Utah Condominium Ownership Act, nor may any unit owner otherwise waive or release any rights in the common areas and facilities.

D. Use of common areas and facilities. Except with respect to limited common areas, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, but subject to this Declaration, and the By-Laws, and current rules and regulations and this right to use of the common areas although appurtenant to the ownership of the units may be precluded, suspended and be conditional upon the unit owner compliance with the said rules, By-Laws and Declaration.

E. Interest in common areas and facilities. The percentage of interest in the common areas and facilities of each unit has been determined by the Declarant on the basis of value in accordance with the Utah Condominium Ownership Act which percentages are contained in Appendix B hereof.



F. Use of limited common areas and facilities. A unit owner's use and occupancy of the limited common areas and facilities reserved for his unit shall be subject to and in accordance with this Declaration and the By-Laws. Each unit owner shall maintain the patio and/or balcony, the use of which is reserved for his unit. The association of unit owners shall maintain the remainder of the limited common areas and facilities.

8. Agent for service of process:

The name and address of the person in Salt Lake County, State of Utah appointed as the first agent to receive service of process in matters pertaining to the property as provided under the Utah Condominium Ownership Act is the current president.

The agent may be changed from time to time by filing appropriate instruments.

9. Percentage of ownership and voting rights:

The percentage of ownership in the common areas and facilities of the condominium shall be for all purposes, including voting. The common expenses shall be allocated among the unit owners in accordance therewith. The percentage of ownership in the common areas and facilities shall be as set forth in Appendix B, provided however, that Declarant shall have the right and authority to alter such percentage it being the intent that the aggregate percentage of ownership in the common areas and facilities of all phases shall equal one hundred (100) percent.

10. Easements.

A. The management committee may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along, on and through any portion of the common areas and facilities.

B. Each unit shall be subject to such easement as may be necessary for the installation, maintenance, repair or replacement of any common areas and facilities located within the boundaries of such unit.

C. In the event that, by reason of the construction, reconstruction, settlement or shifting of any building, any part of the common areas and facilities encroaches or shall hereafter encroach upon any part of any unit or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities or any other unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing any such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any unit owner or in favor of the unit owners as owners of the common areas and facilities if such encroachment occurred due to the willful conduct of such unit owner or owners.

D. A nonexclusive easement is hereby reserved to the Declarant and to its successors and assigns:

to use the paved portion of the private streets designated as Spring House Lane and Spring Hill Drive in the Map, for purposes of ingress to and egress from the additional property described in Exhibit "D" hereof, on foot or by vehicle, subject to the same regulations as are contained in this Declaration and in the rules; provided, however, that the management, maintenance (including snow removal), repair and replacement of said paved portion as a part of the common areas and facilities shall be entirely the responsibility of the association, which shall have sole authority in such matters exercisable in the full discretion of the association pursuant to and in accordance with this Declaration, and the Declarant and its successors and assigns shall have no responsibility or authority with respect thereto; and provided further that, in the event any building or buildings shall be constructed upon any portion of the additional property, the owner or owners of such buildings or building shall be obligated (commencing as to any such building on the date such building is occupied) to reimburse the association from time to time for a pro rata share of the cost of such maintenance, repair and replacement, in the proportion that the floor area of each such building on the additional property bears to the total floor area of the units and all such buildings on the additional property; and

to connect to any water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires, any other utility facilities and appurtenances, over, under, along and through any portion (paved or unpaved) of the common areas and facilities occupied by the private streets designated in the Map for purposes of providing utility services, of all kinds for the additional property described in Exhibit "C" hereof, without any payment or other obligation to the association of unit owners but subject to such statutes, ordinances, regulations, rules or other action that may from time to time be adopted by public authority or any utility owning or controlling any such mains, pipes, lines, wires, equipment, conduits, facilities or appurtenances.

The easement hereby reserved shall terminate:

(i) in the event the private street designated in the Map shall become a public street affording access to and from the additional property; or

(ii) in the event the additional property becomes incorporated into condominium property.

#### 11. Management.

The business, property and affairs of Spring Hill Condominiums, Phase One and all subsequent phases shall be managed by a management committee who are unit owners in the project to be elected as provided in the By-Laws. The number of members shall be designated by the Board of Directors as it may determine. Such management committee shall have all the powers, duties and responsibility as are now or may hereafter be provided by the Act, this Declaration, the By-Laws and/or any amendments subsequently filed thereto; provided, however, that the management committee may engage the services of a professional manager and fix and pay a reasonable fee or compensation therefor.

The management committee shall be responsible for the control, operation and management of the project in accordance with the provisions of the Act, this Declaration and such administrative, management and operational rules, and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee.

The management committee shall have the authority to provide such facilities, in addition to those for which provision has already been made as it may deem to be in the best interest of the unit owners and to effect the necessary amendment of documents and maps in connection therewith.

The management committee shall be known by such name or designation as it, or the unit owners, at any meeting may assign.

12. Assessments.

Every unit owner shall pay his proportionate share of the common expenses. Payment thereof shall be in such amounts and at such times as the management committee determines in accordance with the Act, the Declaration or the By-Laws. There shall be a lien for nonpayment of common expenses as provided by Utah Code Annotated Section 57-8-20 (1953 as amended).

In assessing unit owners or requiring them to pay for the building improvements and other improvements of the common areas and facilities following the execution of the Declaration, it is agreed that no assessment for a single improvement in the nature of the capital expenditure exceeding the sum of \$2,500.00 in cost shall be made without the same having been first voted on and approved by a two-thirds (2/3) vote or more of the undivided interests in the common areas and facilities. The foregoing sentence shall not apply in connection with the replacement of reconstruction occasioned by fire or other casualty.

13. Destruction or damage.

In the event of damage to or destruction of part or all of the improvements in the Condominium Project, the following procedures shall apply:

(a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be "assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities."

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by vote of at least 75% elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953) shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this Paragraph 13 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 13 regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Management Committee shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of Project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Paragraph 13 shall be the average of the two closest appraisal figures.

14. Taxes.

It is understood that under Utah Code Annotated Section 57-8-27 (1953 as amended) each unit, and its percentage of undivided interest in the common areas and facilities in the project are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes authorized by law, and that as a result thereof, no taxes will be assessed or payable against the project as such. Each unit owner will, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the common areas and the facilities.

15. Insurance.

The management committee shall secure and maintain the following insurance coverage on the condominium project:

A. Fire and extended coverage. A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the buildings, units and common areas and facilities, which said policy or policies shall provide for a separate loss payable in favor of the mortgagees of each unit, if any.

B. Liability coverage. A policy or policies insuring the management committee, the manager and their agents and employees, the unit owners and their lessees, tenants, or occupants against any liability to the public or to the unit owners,, incident to the ownership and/or use of the condominium project, and including the personal liability exposure of the unit owners. Limits of liability under such insurance shall not be less than \$1,000,000 for bodily injury and property damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the management committee and changed at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

C. Workmen's compensation to the extent necessary to comply with any applicable laws.

D. Insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use.

E. Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the management committee or its authorized representative.

F. Each unit owner may obtain additional insurance at his own expense; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the management committee, in behalf of all the unit owners, may realize under any insurance policy ;which the management committee may have in force on the project at any particular time.

16. Payment of expenses.

Each unit owner shall pay the management committee his allocated portion of the cash requirement deemed necessary by the management committee to manage and operate the condominium project, including the recreational facilities thereof, upon the terms, at the times, and in the manner herein provided without any

deduction on account of any set-off or claim which the owner may have against the management committee, and if the unit owner shall fail to pay installment within one month of the time when the same becomes due, the owner shall be assessed a late fee from the date when such installment shall become due to the date of the payment thereof.

The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the management committee from time to time shall determine, in its judgment, is to be paid by all the owners of condominium project then in existence to enable the management committee to pay all estimated expenses and outlays of the management committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements, recreational areas and facilities, which sum may include, among other things, the cost of management, special assessments, fire, casualty and public liability insurance premiums, common lighting, landscaping and the care of grounds, repairs and renovations to common areas and facilities, social center, recreational facilities, snow removal, wages, water and charges, legal and accounting fees, management fees, expenses and liabilities incurred by the management committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the condominium project. The management committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

That portion payable by the unit owner in and for each year or for a portion of a year shall be a sum within the limits and on the conditions hereinabove provided bearing to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, the same ratio as the unit owner owns on undivided interest in the common areas and facilities, and such assessments, together with any additional sums accruing under this Declaration shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee, and at such times as shall be provided by the management committee.

The management committee shall have discretionary powers to prescribe the manner of maintaining and operating the condominium project and to determine the cash requirements of the management committee to be paid as aforesaid by the owners under this Declaration. Every such reasonable determine by the management committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the owners, and any expenditures made by the management committee, within the bounds of the Act and this Declaration shall be against the owner be deemed necessary and property made for such purpose.

If the owner shall at any time let or sublet the unit and shall default for a period of one month in the payment of any assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the owner occupying the unit the rent due or becoming due and payment of such rent to the management committee shall be sufficient payment and discharge of such tenant or sub-tenant and the owner to the extent of the amount so paid.

Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner plus late fee and costs, including reasonable attorney's fees, shall become a lien upon such unit upon recordation of a notice of assessment as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

A. Tax and special assessment liens on the unit in favor of any assessment unit, and special district, and,

B. Encumbrances on the owner's interest in the unit (and common areas and facilities) recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the management committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the management committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or encumbrancee or prospective encumbrancee of a condominium upon request at a reasonable fee not to exceed ten dollars. Unless the request for a certificate of indebtedness shall be complied within ten (10) days all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancee holding a lien on a condominium may pay any unpaid common expenses payable with respect to such condominium and upon such payment such encumbrancee shall have a lien on such condominium for the amounts paid of the same rank as the lien of his encumbrance.

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

In the event of foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The management committee or manager shall have the power to bid in the condominium at foreclosure or other sale and to hold, lease, mortgage and convey the condominium.

17. Mortgage protection.

Notwithstanding all other provisions hereof:

A. The liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to paragraph 16 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;

B. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

C. By subordination agreement executed by a majority of the management committee, the benefits of A and B above may be extended to mortgages not otherwise entitled thereto.

18. Maintenance of units.

Each unit owner at his own expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the unit owner shall repair all injury or damages to the unit, or condominium project caused by the act, negligence or carelessness of the unit owner or that of any lessee or sublessee or any member of the unit owner's family or of the family of any lessee or sublessee or any agent, employee or guest of the owner of his lessee or sublessee and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the unit owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, airconditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the unit. The management committee shall be responsible for maintenance and upkeep of all common areas. Without the written permission of the management committee first had and obtained, and the approval of a consulting architect of the management committee's choice, the unit owner shall not make or permit to be made any structural alterations, improvements or additions in or to the unit. Permission of the management committee

must be obtained for alterations to patios, balconies, carports and garages and to paint or decorate any portion of the exterior of the building in which his unit is located.

19. Right of entry.

The management committee and its duly authorized agents shall have the right to enter any and all of the units in case of an emergency originating in or threatening such unit or any other part of the project, whether or not the unit owner or occupant thereof is present at the time. The committee and its duly authorized agents shall also have the right to enter into any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations, located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other units in the project; and provided further, that the unit owner affected by such entry shall first be notified thereof if available and if time permits.

20. Administrative rules and regulations.

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

21. Obligation to comply herewith.

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

22. Indemnification of management committee.

Each member of the management committee shall be indemnified and held harmless by the unit owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said committee.

23. Transfer or lease of units:

Any unit owner, who wishes to sell or lease his ownership interest or any interest therein (or any lessee of any ownership interest wishing to assign or sublease such ownership) shall give to the management



committee, not less than fifteen (15) days prior to the date of the proposed sale or lease, written notice of the proposed sale or lease, together with his name and address, the unit of which he is the owner and which is to be the subject matter of the proposed sale or lease, the name and address of the proposed purchaser or lessee.

24. Miscellaneous Provisions. Notwithstanding anything to the contrary herein contained, it is hereby declared, certified and agreed as follows:

A. Mortgagee's Right of Notification of Default. Any holder of a mortgage is entitled to written notification from the management committee of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Declaration which is not cured within thirty (30) days.

B. Priority of Mortgagee Over Certain Assessments. Any holder of a mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

C. Certain Prohibitions Imposes on Unit Owners. Unless all holders of first mortgage liens on individual Units have given their prior written approval, the unit owners shall not:

1. Change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining share of the common areas and proceeds of the project except as provided in Paragraph 23 of the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Spring Hill Condominiums, Phase One.

2. Partition or subdivide any unit or the common areas of the project.

3. By act or omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the units and common areas of the project.

25. Amendment.

In addition to the amendment provisions provided in paragraph 24 above, the unit owners shall have the right to amend this Declaration and/or the Map upon the approval and consent of unit owners representing not less than two-thirds (2/3) of the undivided interests in the common areas and facilities. Any amendment shall be accomplished by the recordation of an instrument wherein the management committee certifies that the unit owners representing at least two-thirds (2/3) of the undivided interests in the common areas and facilities have approved and consented to any such amendment.

26. Severability.

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this

agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections has not been inserted.

27. Gender.

The singular, wherever used hereinafter, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

28. Topical headings.

The topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or of the Declaration.

29. Effective date.

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 1990.

SPRING HILLS CONDOMINIUMS, INC.

By Sally M. Jousou  
President

ATTEST:

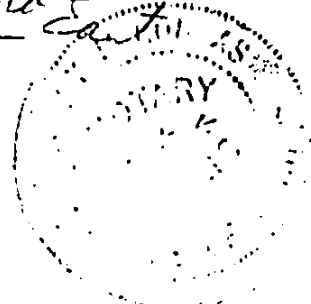
Judy E. Davernport  
Secretary

STATE OF UTAH )  
County of Salt Lake ) ss.

On this 30 day of Nov., 1990, personally appeared before me, \_\_\_\_\_, who being by me duly sworn, did say that they are the president and secretary respectively of Spring Hills Condominiums, Inc., a Utah corporation, and that the within and foregoing instrument was signed by them on behalf of said corporation by authority of a resolution of its Board of Directors and the said \_\_\_\_\_ and \_\_\_\_\_, duly acknowledge to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Mary K. Malceda  
Notary Public  
Residing at:  
1998 So. 22nd East

My Commission Expires:  
4-24-93



SPRING3.DOC

APPENDIX A

LAND DESCRIPTION

FOR

SPRING HILL CONDOMINIUMS, PHASE ONE

Beginning at a point on the Northeasterly right-of-way line of Vine Street, said point being North 1105.96 feet and West 267.71 feet from the Southeast Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being N 49° 22' W along the monument line 41.06 feet and N 66° 40' E 36.73 feet from a Salt Lake County Monument in the intersection of 5300 South and Vine Street, and running thence N 49° 22' W along said Northeasterly right-of-way line of Vine Street 356.31 feet; thence N 40° 38' E 58.00 feet to a point of a 180.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 60.84 feet to a point of a reverse curve to the left; the radius point of which is N 30° 00' W 210.00 feet; thence Northeasterly along the arc of said reverse curve 40.32 feet to a point of tangency; thence N 49° 00' E 19.47 feet to a point of a 175.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 18.79 feet; thence N 30° 00' W 108.20 feet; thence N 66° 40' E 196.65 feet; thence 549° 22' E 742.50 feet; thence 566° 40' W 244.86 feet; thence N 49° 22' W 198.00 feet; thence 566° 40' W 208.12 feet to the point of beginning. Containing 5.372 Acres.

344-78

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FIRST AMENDED APPENDIX B

SPRING HILL CONDOMINIUMS, PHASE ONE AND TWO

Unit No.	Building	No. of Bedrooms	Former % Ownership of Common Areas	Amended % Ownership of Common Areas
A-1	A	2	1.39759	1.21899
A-2	A	2	1.39759	1.21899
A-3	A	2	1.39759	1.21899
A-4	A	2	1.39759	1.21899
B-1	B	3	1.78313	1.55527
B-2	B	3	1.78313	1.55527
C-1	C	3	1.78313	1.55527
C-2	C	3	1.78313	1.55527
C-3	C	3	1.78313	1.55527
C-4	C	3	1.78313	1.55527
C-5	C	3	1.78313	1.55527
C-6	C	3	1.78313	1.55527
C-7	C	3	1.78313	1.55527
C-8	C	3	1.78313	1.55527
D-1	D	3	1.78313	1.55527
D-2	D	3	1.78313	1.55527
D-3	D	3	1.78313	1.55527
D-4	D	3	1.78313	1.55527
D-5	D	3	1.78313	1.55527
D-6	D	3	1.78313	1.55527
D-7	D	3	1.78313	1.55527
D-8	D	3	1.78313	1.55527
E-1	E	3	Phase Two Units	1.59730
E-2	E	3	Phase Two Units	1.59730
E-3	E	3	Phase Two Units	1.59730
E-4	E	3	Phase Two Units	1.59730
E-5	E	3	Phase Two Units	1.59730
E-6	E	3	Phase Two Units	1.59730
E-7	E	3	Phase Two Units	1.59730
F-1	F	3	Phase Two Units	1.59730
F-1	F	3	1.92771	1.68137
F-2	F	3	1.92771	1.68137
F-3	F	3	1.92771	1.68137
F-4	F	3	1.92771	1.68137
F-5	F	3	1.92771	1.68137
F-6	F	3	1.92771	1.68137
G-1	G	3	1.92771	1.68137
G-2	G	3	1.92771	1.68137
G-3	G	3	1.92771	1.68137
G-4	G	3	1.92771	1.68137
G-5	G	3	1.92771	1.68137
G-6	G	3	1.92771	1.68137
G-7	G	3	1.92771	1.68137
G-8	G	3	1.92771	1.68137
H-1	H	3	1.92771	1.68137
H-2	H	3	1.92771	1.68137
H-3	H	3	1.92771	1.68137
H-4	H	3	1.92771	1.68137
H-5	H	3	1.92771	1.68137
H-6	H	3	1.92771	1.68137
J-1	J	3	1.92771	1.68137
J-2	J	3	1.92771	1.68137
J-3	J	3	1.92771	1.68137
J-4	J	3	1.92771	1.68137
J-5	J	3	1.92771	1.68137
J-6	J	3	1.92771	1.68137
K-1	K	3	1.78313	1.55527
K-2	K	3	1.78313	1.55527
K-3	K	3	1.78313	1.55527
L-1	L	3	1.78313	1.55527
L-2	L	3	1.78313	1.55527
M-1	M	4	1.63860	1.42964
N-1	N	4	1.63860	1.42964

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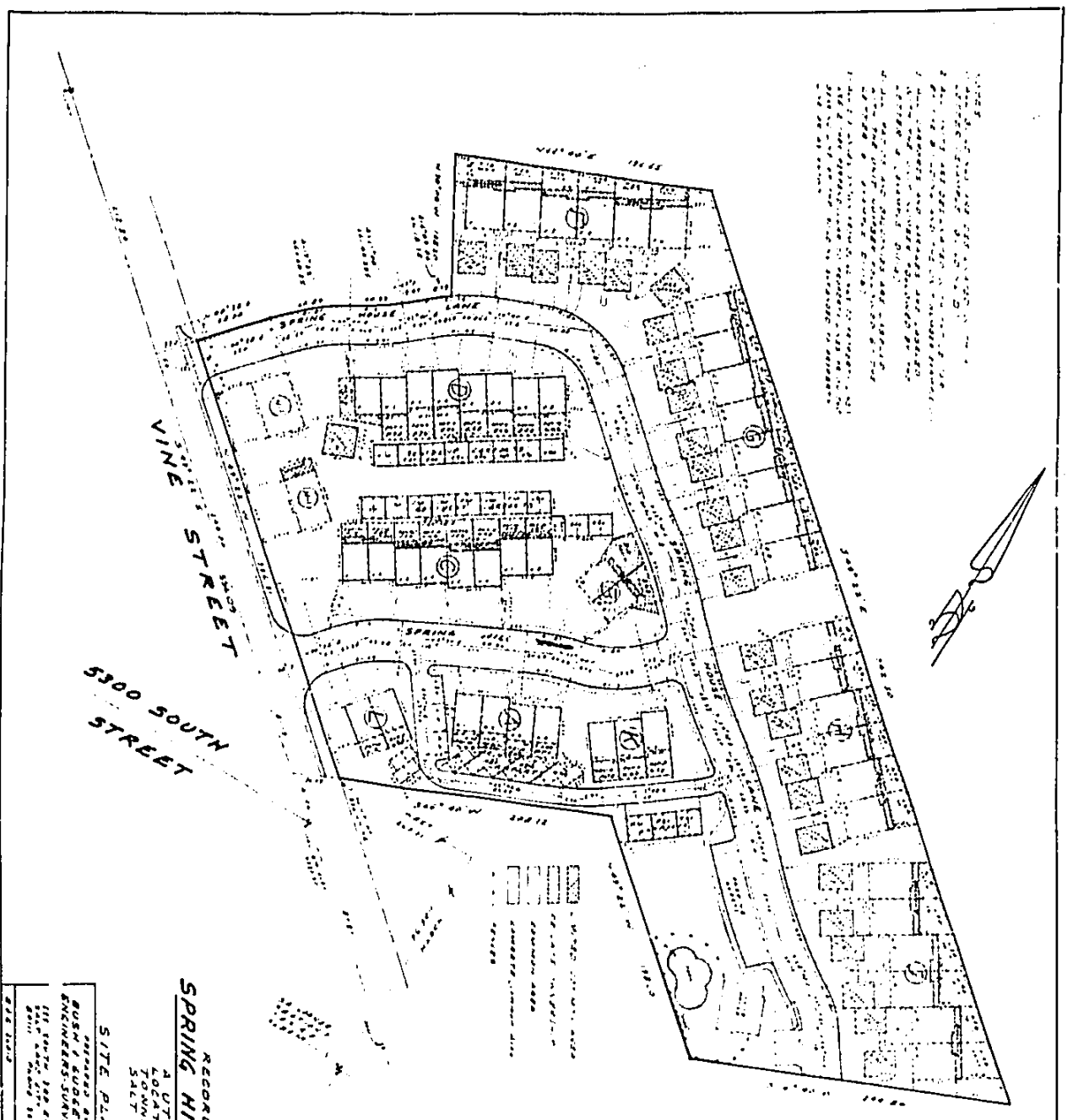
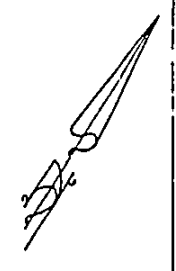
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APPENDIX B

SPRING HILL CONDOMINIUMS, PHASE ONE

<u>Unit No.</u>	<u>Building</u>	<u>No. of Bedrooms</u>	<u>% Ownership of Common Areas</u>
A-1	A	2	1.39759
A-2	A	2	1.39759
A-3	A	2	1.39759
A-4	A	2	1.39759
B-1	B	3	1.78313
B-2	B	3	1.78313
C-1	C	3	1.78313
C-2	C	3	1.78313
C-3	C	3	1.78313
C-4	C	3	1.78313
C-5	C	3	1.78313
C-6	C	3	1.78313
C-7	C	3	1.78313
C-8	C	3	1.78313
D-1	D	3	1.78313
D-2	D	3	1.78313
D-3	D	3	1.78313
D-4	D	3	1.78313
D-5	D	3	1.78313
D-6	D	3	1.78313
D-7	D	3	1.78313
D-8	D	3	1.78313
F-1	F	3	1.92771
F-2	F	3	1.92771
F-3	F	3	1.92771
F-4	F	3	1.92771
F-5	F	3	1.92771
F-6	F	3	1.92771
G-1	G	3	1.92771
G-2	G	3	1.92771
G-3	G	3	1.92771
G-4	G	3	1.92771
G-5	G	3	1.92771
G-6	G	3	1.92771
G-7	G	3	1.92771
G-8	G	3	1.92771
H-1	H	3	1.92771
H-2	H	3	1.92771
H-3	H	3	1.92771
H-4	H	3	1.92771
H-5	H	3	1.92771
H-6	H	3	1.92771
J-1	J	3	1.92771
J-2	J	3	1.92771
J-3	J	3	1.92771
J-4	J	3	1.92771
J-5	J	3	1.92771
J-6	J	3	1.92771
K-1	K	3	1.78313
K-2	K	3	1.78313
K-3	K	3	1.78313
L-1	L	3	1.78313
L-2	L	3	1.78313
M-1	M	4	1.63860
N-1	N	4	1.63859

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 BK 5269PG2135



SURVEYOR'S CERTIFICATE

I, the undersigned, a duly licensed and qualified Surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey map and plat as the same appears on the records of the Surveyors Office of the State of Utah, and that the same has been duly recorded in accordance with the provisions of the laws of the State of Utah.

OWNER'S CERTIFICATE OF CONSENT TO RECORD

I, the undersigned, do hereby certify that I am the owner of the land described in the foregoing survey map and plat, and that I have read and understand the contents of the same, and that I have given my consent to the recording of the same.

ACKNOWLEDGMENT

I, the undersigned, do hereby certify that I am the owner of the land described in the foregoing survey map and plat, and that I have read and understand the contents of the same, and that I have given my consent to the recording of the same.

RECORD OF SURVEY MAP  
SPRING HILL CONDOMINIUMS PHASE ONE

A UTAH CONDOMINIUM PROJECT  
LOCATED IN THE SE 1/4 SECTION 7  
TOWNSHIP 2 SOUTH RANGE 1 EAST  
SALT LAKE BASIN AND MERIDIAN

SITE PLAN

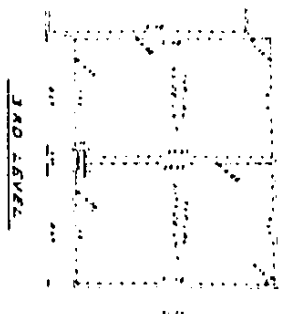
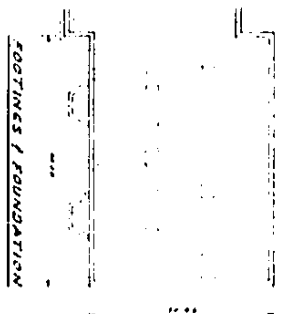
DESIGNED BY  
BUSH & SUGGILL, INC.  
ENGINEERS-SURVEYORS  
111 SOUTH 190 EAST ST.  
SALT LAKE CITY, UTAH  
81102

RECORDED 8/20/75  
BY  
STATE OF UTAH  
SURVEYORS OFFICE

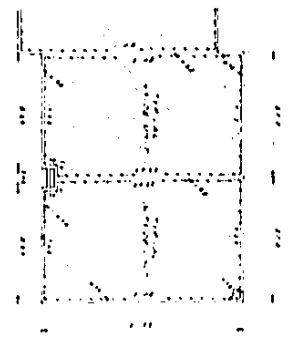
139-75

**BUILDING ELEVATIONS**

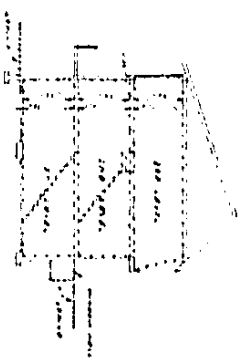
NO.	DESCRIPTION	DATE	BY	CHECKED
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2	2ND FLOOR PLAN	11/15/75	J. S. GIBSON	
3	3RD FLOOR PLAN	11/15/75	J. S. GIBSON	
4	4TH FLOOR PLAN	11/15/75	J. S. GIBSON	
5	5TH FLOOR PLAN	11/15/75	J. S. GIBSON	
6	6TH FLOOR PLAN	11/15/75	J. S. GIBSON	
7	7TH FLOOR PLAN	11/15/75	J. S. GIBSON	
8	8TH FLOOR PLAN	11/15/75	J. S. GIBSON	
9	9TH FLOOR PLAN	11/15/75	J. S. GIBSON	
10	10TH FLOOR PLAN	11/15/75	J. S. GIBSON	
11	11TH FLOOR PLAN	11/15/75	J. S. GIBSON	
12	12TH FLOOR PLAN	11/15/75	J. S. GIBSON	
13	13TH FLOOR PLAN	11/15/75	J. S. GIBSON	
14	14TH FLOOR PLAN	11/15/75	J. S. GIBSON	
15	15TH FLOOR PLAN	11/15/75	J. S. GIBSON	
16	16TH FLOOR PLAN	11/15/75	J. S. GIBSON	
17	17TH FLOOR PLAN	11/15/75	J. S. GIBSON	
18	18TH FLOOR PLAN	11/15/75	J. S. GIBSON	
19	19TH FLOOR PLAN	11/15/75	J. S. GIBSON	
20	20TH FLOOR PLAN	11/15/75	J. S. GIBSON	
21	21ST FLOOR PLAN	11/15/75	J. S. GIBSON	
22	22ND FLOOR PLAN	11/15/75	J. S. GIBSON	
23	23RD FLOOR PLAN	11/15/75	J. S. GIBSON	
24	24TH FLOOR PLAN	11/15/75	J. S. GIBSON	
25	25TH FLOOR PLAN	11/15/75	J. S. GIBSON	
26	26TH FLOOR PLAN	11/15/75	J. S. GIBSON	
27	27TH FLOOR PLAN	11/15/75	J. S. GIBSON	
28	28TH FLOOR PLAN	11/15/75	J. S. GIBSON	
29	29TH FLOOR PLAN	11/15/75	J. S. GIBSON	
30	30TH FLOOR PLAN	11/15/75	J. S. GIBSON	
31	31ST FLOOR PLAN	11/15/75	J. S. GIBSON	
32	32ND FLOOR PLAN	11/15/75	J. S. GIBSON	
33	33RD FLOOR PLAN	11/15/75	J. S. GIBSON	
34	34TH FLOOR PLAN	11/15/75	J. S. GIBSON	
35	35TH FLOOR PLAN	11/15/75	J. S. GIBSON	
36	36TH FLOOR PLAN	11/15/75	J. S. GIBSON	
37	37TH FLOOR PLAN	11/15/75	J. S. GIBSON	
38	38TH FLOOR PLAN	11/15/75	J. S. GIBSON	
39	39TH FLOOR PLAN	11/15/75	J. S. GIBSON	
40	40TH FLOOR PLAN	11/15/75	J. S. GIBSON	
41	41ST FLOOR PLAN	11/15/75	J. S. GIBSON	
42	42ND FLOOR PLAN	11/15/75	J. S. GIBSON	
43	43RD FLOOR PLAN	11/15/75	J. S. GIBSON	
44	44TH FLOOR PLAN	11/15/75	J. S. GIBSON	
45	45TH FLOOR PLAN	11/15/75	J. S. GIBSON	
46	46TH FLOOR PLAN	11/15/75	J. S. GIBSON	
47	47TH FLOOR PLAN	11/15/75	J. S. GIBSON	
48	48TH FLOOR PLAN	11/15/75	J. S. GIBSON	
49	49TH FLOOR PLAN	11/15/75	J. S. GIBSON	
50	50TH FLOOR PLAN	11/15/75	J. S. GIBSON	
51	51ST FLOOR PLAN	11/15/75	J. S. GIBSON	
52	52ND FLOOR PLAN	11/15/75	J. S. GIBSON	
53	53RD FLOOR PLAN	11/15/75	J. S. GIBSON	
54	54TH FLOOR PLAN	11/15/75	J. S. GIBSON	
55	55TH FLOOR PLAN	11/15/75	J. S. GIBSON	
56	56TH FLOOR PLAN	11/15/75	J. S. GIBSON	
57	57TH FLOOR PLAN	11/15/75	J. S. GIBSON	
58	58TH FLOOR PLAN	11/15/75	J. S. GIBSON	
59	59TH FLOOR PLAN	11/15/75	J. S. GIBSON	
60	60TH FLOOR PLAN	11/15/75	J. S. GIBSON	
61	61ST FLOOR PLAN	11/15/75	J. S. GIBSON	
62	62ND FLOOR PLAN	11/15/75	J. S. GIBSON	
63	63RD FLOOR PLAN	11/15/75	J. S. GIBSON	
64	64TH FLOOR PLAN	11/15/75	J. S. GIBSON	
65	65TH FLOOR PLAN	11/15/75	J. S. GIBSON	
66	66TH FLOOR PLAN	11/15/75	J. S. GIBSON	
67	67TH FLOOR PLAN	11/15/75	J. S. GIBSON	
68	68TH FLOOR PLAN	11/15/75	J. S. GIBSON	
69	69TH FLOOR PLAN	11/15/75	J. S. GIBSON	
70	70TH FLOOR PLAN	11/15/75	J. S. GIBSON	
71	71ST FLOOR PLAN	11/15/75	J. S. GIBSON	
72	72ND FLOOR PLAN	11/15/75	J. S. GIBSON	
73	73RD FLOOR PLAN	11/15/75	J. S. GIBSON	
74	74TH FLOOR PLAN	11/15/75	J. S. GIBSON	
75	75TH FLOOR PLAN	11/15/75	J. S. GIBSON	
76	76TH FLOOR PLAN	11/15/75	J. S. GIBSON	
77	77TH FLOOR PLAN	11/15/75	J. S. GIBSON	
78	78TH FLOOR PLAN	11/15/75	J. S. GIBSON	
79	79TH FLOOR PLAN	11/15/75	J. S. GIBSON	
80	80TH FLOOR PLAN	11/15/75	J. S. GIBSON	
81	81ST FLOOR PLAN	11/15/75	J. S. GIBSON	
82	82ND FLOOR PLAN	11/15/75	J. S. GIBSON	
83	83RD FLOOR PLAN	11/15/75	J. S. GIBSON	
84	84TH FLOOR PLAN	11/15/75	J. S. GIBSON	
85	85TH FLOOR PLAN	11/15/75	J. S. GIBSON	
86	86TH FLOOR PLAN	11/15/75	J. S. GIBSON	
87	87TH FLOOR PLAN	11/15/75	J. S. GIBSON	
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89	89TH FLOOR PLAN	11/15/75	J. S. GIBSON	
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91	91ST FLOOR PLAN	11/15/75	J. S. GIBSON	
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93	93RD FLOOR PLAN	11/15/75	J. S. GIBSON	
94	94TH FLOOR PLAN	11/15/75	J. S. GIBSON	
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96	96TH FLOOR PLAN	11/15/75	J. S. GIBSON	
97	97TH FLOOR PLAN	11/15/75	J. S. GIBSON	
98	98TH FLOOR PLAN	11/15/75	J. S. GIBSON	
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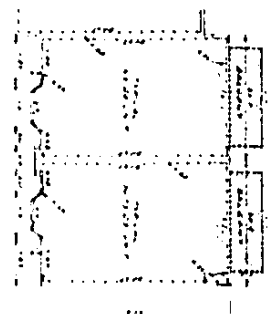
2ND LEVEL



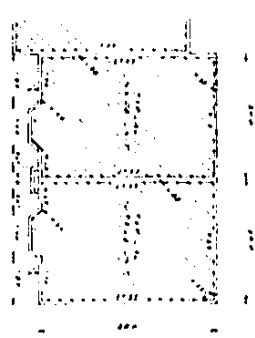
SIDE ELEVATION BUILDING B-C-A-L



2ND LEVEL



1ST LEVEL



SIDE ELEVATION BUILDING A

1. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 2. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.  
 3. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 4. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.  
 5. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 6. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.  
 7. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 8. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.  
 9. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 10. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.

**SPRING HILL CONDOMINIUMS PHASE ONE**

**FOOTINGS & FOUNDATION**

1. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 2. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.  
 3. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 4. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.  
 5. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 6. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.  
 7. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 8. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.  
 9. SEE PLAN FOR DIMENSIONS AND OTHER INFORMATION.  
 10. SEE SECTION FOR DIMENSIONS AND OTHER INFORMATION.

**BUILDING PLANS**

DESIGNED BY: **BURN & GORDON, INC.**  
 ENGINEERS-SURVEYORS  
 111 NORTH 100 EAST  
 SALT LAKE CITY, UTAH 84143  
 111 NORTH 100 EAST  
 SALT LAKE CITY, UTAH 84143

SCALE: 1/8" = 1'-0"  
 SHEET 2 OF 15 SHEETS

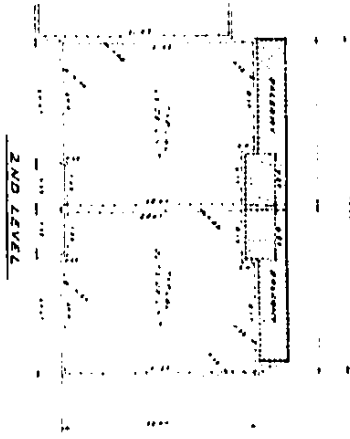
DATE: 11/15/75

157-175

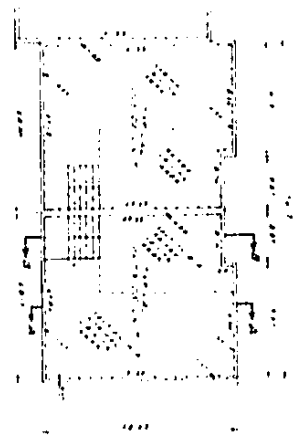
**BUILDING ELEVATIONS**

NO.	DESCRIPTION	DATE	BY	CHECKED
1	FRONT ELEVATION	10/15/88	J. J. ...	J. J. ...
2	REAR ELEVATION	10/15/88	J. J. ...	J. J. ...
3	LEFT SIDE ELEVATION	10/15/88	J. J. ...	J. J. ...
4	RIGHT SIDE ELEVATION	10/15/88	J. J. ...	J. J. ...
5	1ST FLOOR PLAN	10/15/88	J. J. ...	J. J. ...
6	2ND FLOOR PLAN	10/15/88	J. J. ...	J. J. ...
7	FOUNDATION PLAN	10/15/88	J. J. ...	J. J. ...
8	SECTION A-A	10/15/88	J. J. ...	J. J. ...
9	SECTION B-B	10/15/88	J. J. ...	J. J. ...
10	SECTION C-C	10/15/88	J. J. ...	J. J. ...
11	SECTION D-D	10/15/88	J. J. ...	J. J. ...
12	SECTION E-E	10/15/88	J. J. ...	J. J. ...
13	SECTION F-F	10/15/88	J. J. ...	J. J. ...
14	SECTION G-G	10/15/88	J. J. ...	J. J. ...
15	SECTION H-H	10/15/88	J. J. ...	J. J. ...
16	SECTION I-I	10/15/88	J. J. ...	J. J. ...
17	SECTION J-J	10/15/88	J. J. ...	J. J. ...
18	SECTION K-K	10/15/88	J. J. ...	J. J. ...
19	SECTION L-L	10/15/88	J. J. ...	J. J. ...
20	SECTION M-M	10/15/88	J. J. ...	J. J. ...
21	SECTION N-N	10/15/88	J. J. ...	J. J. ...
22	SECTION O-O	10/15/88	J. J. ...	J. J. ...
23	SECTION P-P	10/15/88	J. J. ...	J. J. ...
24	SECTION Q-Q	10/15/88	J. J. ...	J. J. ...
25	SECTION R-R	10/15/88	J. J. ...	J. J. ...
26	SECTION S-S	10/15/88	J. J. ...	J. J. ...
27	SECTION T-T	10/15/88	J. J. ...	J. J. ...
28	SECTION U-U	10/15/88	J. J. ...	J. J. ...
29	SECTION V-V	10/15/88	J. J. ...	J. J. ...
30	SECTION W-W	10/15/88	J. J. ...	J. J. ...
31	SECTION X-X	10/15/88	J. J. ...	J. J. ...
32	SECTION Y-Y	10/15/88	J. J. ...	J. J. ...
33	SECTION Z-Z	10/15/88	J. J. ...	J. J. ...

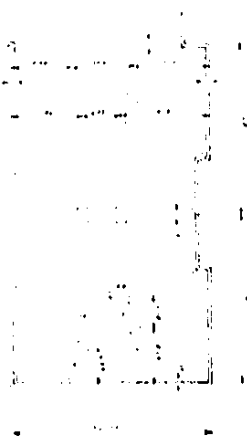
NOTES:  
 1. THIS SET OF DRAWINGS IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.  
 2. NO PART OF THESE DRAWINGS IS TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.  
 3. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED BY HIM OR HER AND DOES NOT INCLUDE THE DESIGN OF STRUCTURAL, MECHANICAL, ELECTRICAL, OR OTHER SPECIALTY SYSTEMS UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS.  
 4. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED BY HIM OR HER AND DOES NOT INCLUDE THE DESIGN OF STRUCTURAL, MECHANICAL, ELECTRICAL, OR OTHER SPECIALTY SYSTEMS UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS.  
 5. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED BY HIM OR HER AND DOES NOT INCLUDE THE DESIGN OF STRUCTURAL, MECHANICAL, ELECTRICAL, OR OTHER SPECIALTY SYSTEMS UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS.



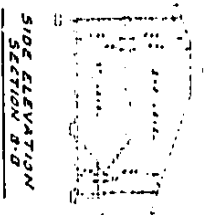
2ND LEVEL



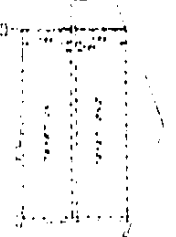
1ST LEVEL



FOOTINGS & FOUNDATION  
 BUILDING F-G-H-J



SIDE ELEVATION SECTION B-B



SIDE ELEVATION SECTION A-A  
 BUILDING F-G-H-J

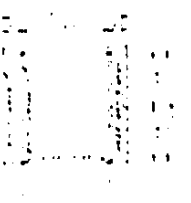
NOTES:  
 1. REFER TO THE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND FINISHES.  
 2. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED BY HIM OR HER AND DOES NOT INCLUDE THE DESIGN OF STRUCTURAL, MECHANICAL, ELECTRICAL, OR OTHER SPECIALTY SYSTEMS UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS.  
 3. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED BY HIM OR HER AND DOES NOT INCLUDE THE DESIGN OF STRUCTURAL, MECHANICAL, ELECTRICAL, OR OTHER SPECIALTY SYSTEMS UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS.



ELEVATION



ELEVATION



ELEVATION

**SPRING HILL CONDOMINIUMS PHASE ONE**

**BUILDING PLANS**

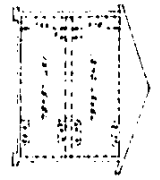
PREPARED BY  
 QUINN-BRAND SUBURBAN INC.  
 ARCHITECTS  
 11111 W. 111TH ST.  
 OVERLAND PARK, MO 66213

**SHEET 3 OF 5 SHEETS**

RECORDED & RETURNED TO ARCHITECT  
 11/15/88  
 11111 W. 111TH ST.  
 OVERLAND PARK, MO 66213

3-0-88

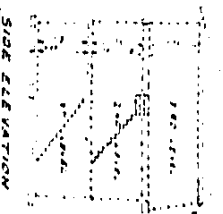




SIDE ELEVATION



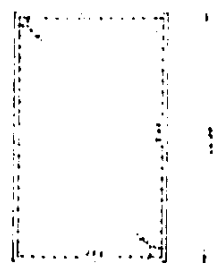
SIDE ELEVATION



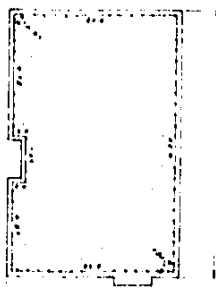
SIDE ELEVATION

**BUILDING ELEVATIONS**

THESE ELEVATIONS ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. THE ARCHITECT ASSURES THAT THE BUILDING WILL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL BUILDING DEPARTMENT. THE ARCHITECT ASSURES THAT THE BUILDING WILL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL BUILDING DEPARTMENT.



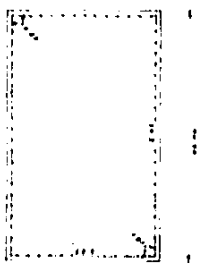
2ND LEVEL



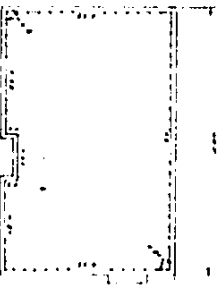
2ND LEVEL



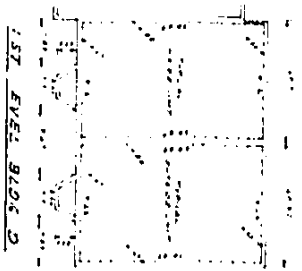
3RD LEVEL



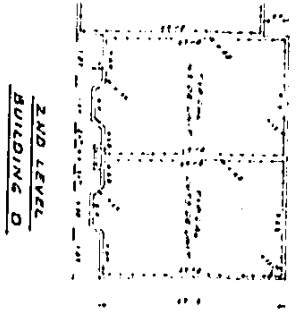
1ST LEVEL  
BUILDING M1



1ST LEVEL  
BUILDING N1



1ST LEVEL BLDG O



2ND LEVEL  
BUILDING O

**SPRING HILL CONDOMINIUMS PHASE ONE**

**BUILDING PLANS**

APPROVED BY  
**BUSH & GUDGRILL, INC.**  
 ENGINEERS-SURVEYORS  
 315 SOUTH 1ST STREET  
 SUITE 200  
 TAMPA, FLORIDA 33601  
 REG. NO. 1120

**RECORDED DEEDS**  
 STATE OF FLORIDA, COUNTY OF HILLSBOROUGH  
 RECORDED IN BOOK 15, PAGE 1000  
 DATE 10/15/75  
 BY [Signature]  
 18-9-75

2685024

Recorded FEB 14 1975 at 12:24  
Request of SECURITY TITLE COMPANY  
Fee Paid, KATIE L. DIXON  
Recorder, Salt Lake County, Utah  
By [Signature] Deputy  
Ref: 97-179-357-28  
102-255-183  
1-9-351-29631  
Marie Indley #5

FIRST SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND BY-LAWS  
FOR SPRING HILL CONDOMINIUMS, PHASE ONE,  
AND TO INCORPORATE PHASE TWO

This First Supplemental Declaration of Covenants, Conditions, Restrictions, and By-Laws for Spring Hill Condominiums, Phase One, to incorporate the hereinafter described property as Spring Hill Condominium Phase Two, is made by Spring Hill Condominiums, Inc., and is referred to in this First Supplemental Declaration as the "Declarant", as follows:

NY 35-372  
48

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions, and By-Laws of Spring Hill Condominiums, Phase One, was recorded in the office of the County Recorder of Salt Lake County, Utah, on September 7, 1973, as Entry No. 2567817, in Book 3414, at Page 28 and included a Record of Survey Map covering Phase One and Appendix B stating the initial percentage of ownership of the common areas, and

WHEREAS, an amendment of Covenants, Conditions, Restrictions, and By-Laws of Spring Hill Condominiums, Phase One, was recorded in the office of the County Recorder of Salt Lake County, Utah, on December 12, 1973, as Entry No. 2587689, in Book 3475, at Page 154, and

WHEREAS, Phase Two of Spring Hill Condomin. is ready to be recorded as authorized in the Declaration, as amended,

NOW THEREFORE, the Declarant does hereby make the following First Supplement to said Declaration, as amended:

1. The next phase of Spring Hill Condominiums shall be known as Phase Two and shall be in accordance with the Record of Survey Map of Spring Hill Condominiums, Phase Two, which is recorded concurrently with this Supplemental Declaration.

2. The real property included within Phase Two is situated in Salt Lake County, State of Utah, and is particularly described as follows:

Beginning at a point on the Northeastly right-of-way line of Vine Street, said point being West 538.11 feet and North 1337.99 feet from the Southeast corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence N 49° 22' W along said right-of-way line 188.19 feet; thence N 66° 40' E 256.13 feet; thence S 30° 00' E 108.20 feet to a point on a curve to the left, the radius point of which is S 34° 50' 54" E 175.00 feet; thence Southwesterly along the a

353785

of said curve 18.79 feet to a point of tangency; thence S 49° 00' W 19.47 feet to a point of a 210.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 40.32 feet to a point of a reverse curve to the left; the radius point of which is S 30° 00' E 180.00 feet; thence Southwesterly along the arc of said reverse curve 60.84 feet to the point of tangency; thence S 40° 38' W 58.00 feet to the point of beginning. Contains 0.715 acres.

3. The Declarant hereby submits, pursuant to the provisions of Paragraph 24 of the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Spring Hill Condominiums, the above-described tract of land, buildings, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances, to the provisions of the Utah Condominium Ownership Act, and to all of the terms, conditions, and provisions of the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Spring Hill Condominiums, Phase One, as amended, which shall be known as Spring Hill Condominiums, Phase Two.

4. The development of Phase Two will change the initial percentages of ownership of common areas and facilities as set forth in Appendix B of the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Spring Hill Condominiums, Phase One; and the new percentages for all condominium units now authorized in Spring Hill Condominiums are as set forth in the First Amended Appendix B, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Declarant has executed the foregoing First Supplemental Declaration this 12<sup>th</sup> day of February, 1975.

SPRING HILL CONDOMINIUMS, INC.

By: Bruce V. Broadhead  
Bruce V. Broadhead, President

ATTEST:

Marian B. Broadhead, Secretary  
Marian B. Broadhead, Secretary

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

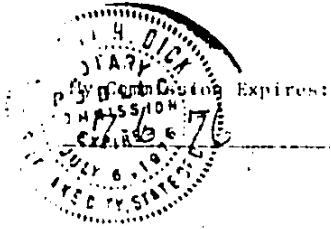
On the 12<sup>th</sup> day of February, 1975, personally appeared before me, Bruce V. Broadhead and Marian B. Broadhead, who being by me duly sworn, did say that they are the president and secretary respectively of Spring Hill Condominiums,

322-3785-487

Inc., and that the within and foregoing instrument was signed by them on behalf of said corporation by authority of a resolution of its Board of Directors and the said Bruce V. Broadhead and Marian B. Broadhead duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*Jordan A. White*

NOTARY PUBLIC  
Residing at: Salt Lake County, Utah



0003785 498

BK6269PG2142

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey map as shown to me by the owner thereof, and that the same has been examined and found to conform to the original survey map as shown to me by the owner thereof, and that the same has been examined and found to conform to the original survey map as shown to me by the owner thereof, and that the same has been examined and found to conform to the original survey map as shown to me by the owner thereof.

*[Faint text, likely a second copy of the surveyor's certificate or a related statement.]*

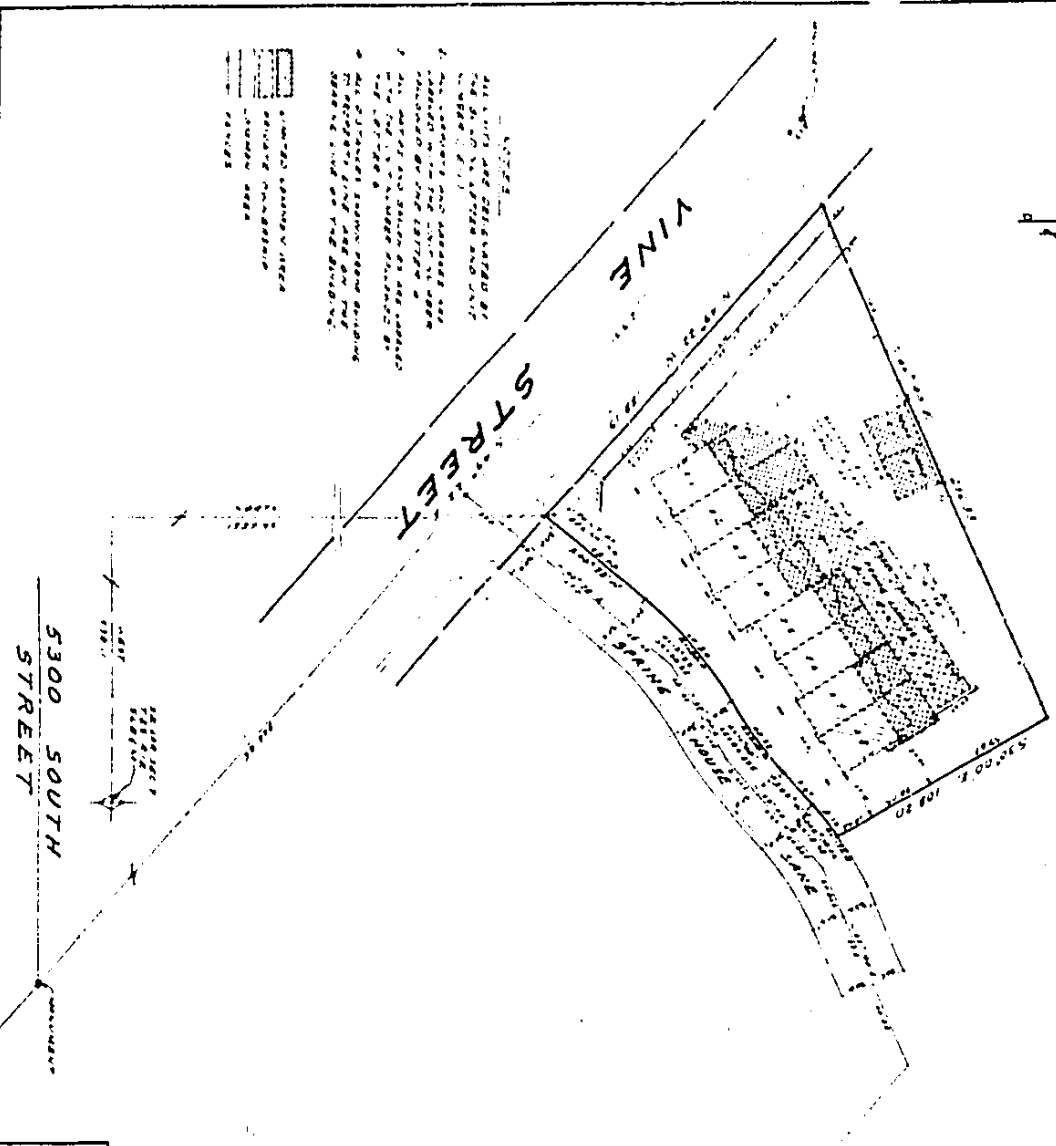
OWNER'S CERTIFICATE OF CONSENT TO RECORD

I, the undersigned, being the owner of the above described property, do hereby certify that the foregoing is a true and correct copy of the original survey map as shown to me by the owner thereof, and that the same has been examined and found to conform to the original survey map as shown to me by the owner thereof.

*[Signature]*  
 Date: \_\_\_\_\_

ACKNOWLEDGMENT

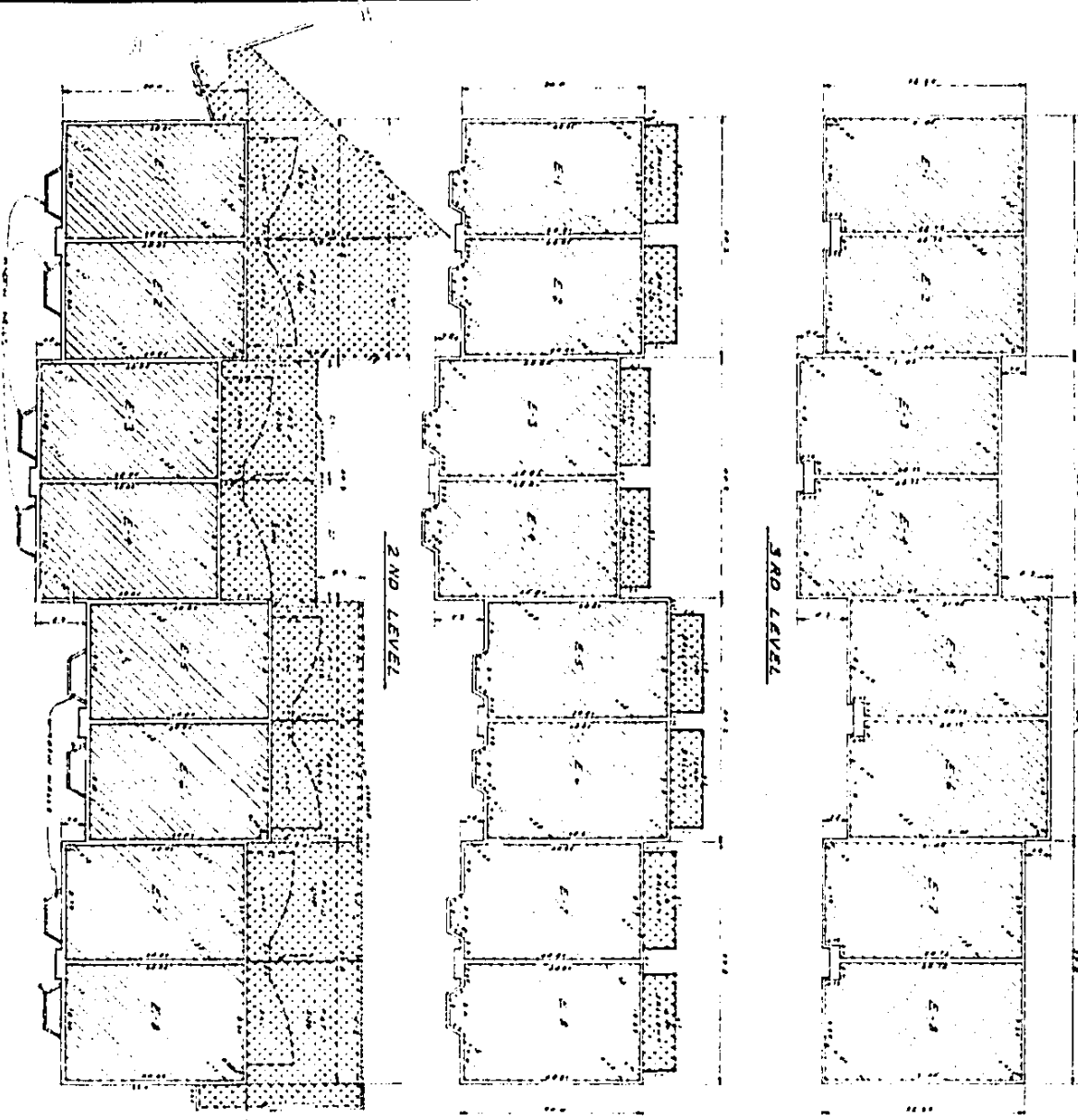
I, the undersigned, being a duly qualified and licensed Surveyor of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey map as shown to me by the owner thereof, and that the same has been examined and found to conform to the original survey map as shown to me by the owner thereof.



**RECORD OF SURVEY MAP OF  
 SPRING HILL CONDOMINIUMS  
 PHASE TWO**

A UTAH CONDOMINIUM PROJECT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MURRAY CITY, UTAH.

PREPARED BY <b>BUSH &amp; SUDDELL INC. ENGINEERS-SURVEYORS 220 SOUTH 200 EAST ST. SALT LAKE CITY, UTAH 80111</b>	SHEET <b>1</b>	RECORDED AS ENGINEER'S SURVEY MAP OF THE PROPERTY OF <b>STANLEY LIFE COMPANY</b>
DATE <b>NOV 1988</b>	SHEETS <b>2</b>	REGISTERED UNDER AT AND AS <b>STANLEY LIFE COMPANY</b>



1ST LEVEL

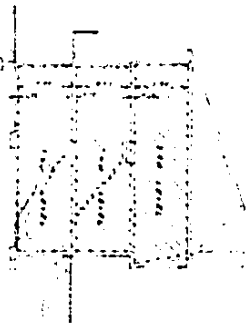
2ND LEVEL

3RD LEVEL

NO.	DESCRIPTION	DATE
1	FOUNDATION	
2	1ST FLOOR	
3	2ND FLOOR	
4	3RD FLOOR	
5	MECHANICAL	
6	ELECTRICAL	
7	PLUMBING	
8	ROOF	

FLOOR	NO.	DESCRIPTION	2ND LEVEL		PER. AREA
			AREA	VOLUME	
1ST	E1	Office	1000	1000	1000
	E2	Office	1000	1000	1000
	E3	Office	1000	1000	1000
	E4	Office	1000	1000	1000
2ND	E5	Office	1000	1000	1000
	E6	Office	1000	1000	1000
	E7	Office	1000	1000	1000
	E8	Office	1000	1000	1000
3RD	E9	Office	1000	1000	1000
	E10	Office	1000	1000	1000

5TH ELEVATION BUILDINGS



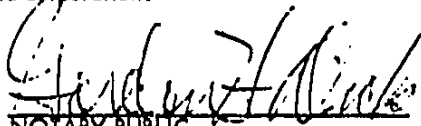
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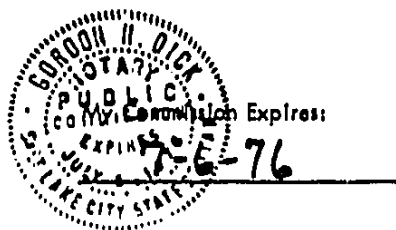
**SPRING HILL CONDOMINIUMS  
PHASE TWO**

ASSEMBLED BY: [Name]  
 ARCHITECT: [Name]  
 ENGINEER: [Name]  
 SURVEYOR: [Name]

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

On this 6<sup>th</sup> day of September, 1973, personally appeared before me, Bruce V. Broadhead and Marian B. Broadhead, who being by me duly sworn, did say that they are the president and secretary respectively of Spring Hills Condominiums, Inc., a Utah corporation, and that the within and foregoing instrument was signed by them on behalf of said corporation by authority of a resolution of its Board of Directors and the said Bruce V. Broadhead and Marian B. Broadhead, duly acknowledge to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah



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APPENDIX C

BY-LAWS

OF

SPRING HILL CONDOMINIUMS, PHASE ONE

I.

IDENTITY

These are the By-Laws of Spring Hill Condominiums, Phase One, duly made and provided for in accordance with Utah Code Annotated Section 57-8-16 (1953 as amended) of the Utah "Condominium Ownership Act".

II.

APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities of Spring Hill Condominiums, Phase One in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the units or the mere act of occupancy or use of any of said units or the common areas and facilities will signify that these By-Laws are accepted, ratified, and will be complied with by said persons.

II.

ADMINISTRATION OF CONDOMINIUM PROJECT

1. Place of Meetings. Meetings of the unit owners shall be held in such place within the State of Utah as the management committee may specify in the notice, except as herein otherwise specified.

2. Annual Meetings. The first regular meeting of the unit owners was held on the second Saturday in January 1974. Upon amendment, the annual meetings shall be in October and it is further provided that the management committee may by resolution fix the date of the annual meeting on such date or at such other place as the management committee may deem appropriate.

3. Special Meetings. Special meetings of the association of unit owners may be called at any time by written notice signed by a majority of the management committee, or by owners having 30 percent of the total votes, delivered not less than 10 days prior to the date fixed for said meeting. Such meeting shall be held on the project or such other place as the management committee may specify and the notice thereof shall state the date, time and matters to be considered.

4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to each unit owner at the address given by such person to the management committee or the manager for the purpose of service of such notice or to the unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the management committee or manager.

5. Quorum. At any meeting of the unit owners, the owners of more than fifty percent (50%) interest of the undivided ownership of common areas and facilities shall constitute a quorum for any and all purposes, except where by express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

6. Voting. When a quorum is present at any meeting, the vote of units owners representing more than fifty percent (50%) or more of the aggregate in interest of the undivided ownership of common areas and facilities, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the management committee, unless the question is one upon which, by express provision of the statutes, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the secretary at least five days prior to said annual meeting. Proxies for special unit owners' meetings must be of record with the secretary at least two days prior to said annual meeting.

7. Waivers of Notice. Any unit owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a unit owner in person at any meeting of the unit owners shall be deemed such waiver.

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II.  
MANAGEMENT COMMITTEE

1. Purpose and Powers. The business, property and affairs of the Condominium shall be managed and governed by its management committee.
2. Composition of Management Committee. The Committee shall be composed of seven members and two alternates. At each annual Owners meeting any vacant seat on the Committee shall be filled with a member elected for a two-year term. Only Unit Owners shall be eligible for Committee membership. At the annual meeting each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates for Committee membership as there are seats on the Committee to be filled. Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any 12-month period shall automatically forfeit his seat. In the event a seat becomes vacant, Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies.
3. Regular Meetings. A regular annual meeting of the management committee shall be held immediately after the adjournment of each annual unit owners' meeting. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the president or the management committee may from time to time designate.
4. Special Meetings. Special meetings of the management committee shall be held whenever called by the president, the vice-president, or by three or more members. By unanimous consent of the management committee, special meetings may be held without call or notice at any time or place.
5. Quorum. A quorum for the transaction of business at any meeting of the management committee shall consist of a majority of the management committee.
6. Compensation. Members of the management committee, as such, shall not receive any stated salary or compensations unless a resolution authorizing such remuneration shall have been adopted by two-thirds (2/3) vote of owners at an owners meeting before the services are undertaken. Nothing herein shall be construed to preclude any member of the management committee from serving the project in any other capacity and receiving compensation therefor. Furthermore, committee members shall be reimbursed for all expenses reasonably incurred in connection with committee business. Compensation allowed by vote may include waiver of the various assessment fees in whole or in part.
7. Waiver of Notice. Before or at any meeting of the management committee, any member thereof may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the management committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.
8. Adjournments. The management committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.
9. Fidelity Bonds. The management committee may require that all officers and employees of the management committee handling or responsible for funds shall require adequate fidelity bonds. The premium on such fidelity bonds shall be paid by the management committee.

V.  
OFFICERS

1. Designation and Election. The principal officers of the management committee shall be a president, a vice-president, treasurer, a secretary, all of whom shall be elected by and from the management committee. The management committee may appoint assistant officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the management committee immediately following the annual meeting of the unit owners; provided, however, that elections of officers may be held at any other meeting of the management committee.
2. Other Officers. The management committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the management committee.
3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the management committee.
4. President. The president shall be the chief executive of the management committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the condominium project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the management committee may require of him. He shall preside at all meetings of the unit owners and the management committee. He shall have all of the general powers and duties which are normally vested in the office of the president of the corporation, including but not

limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the condominium project.

5. Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president or the vice-president is able to act, the management committee shall appoint some other member thereof to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be prescribed by the management committee.

6. Secretary. The secretary shall keep the minutes of all meetings of the management committee and of the unit owners; shall have charge of the books and papers as the management committee may direct; and shall in general, perform all the duties incident to the office of secretary.

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

8. Compensation. No compensation shall be paid to the officers for their services as officers unless a resolution authorizing such remuneration shall have been unanimously adopted by the management committee before the services are undertaken.

#### VI. ACCOUNTING

1. Books and Accounts. The books and accounts of the management committee shall be kept under the direction of the treasurer and selected accountant and in accordance with the reasonable standards of accounting procedures.

2. Report. At the close of each accounting year, the books and records of the management committee shall be reviewed by a person or firm approved by the unit owners at or before the annual meeting of the unit owners. Provided, however, that a certified audit by a certified public accountant approved by the unit owners shall be made if at least two-thirds (2/3) or more of the owners of undivided interest in the common areas and facilities determine to do so.

3. Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the management committee for inspection at reasonable times by any unit owners.

#### VII. BUILDING RULES

The management committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of spring Hill condominiums, and the management committee may from time to time, by resolution, alter, amend, and repeal such rules and regulations. Unit owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all unit owners of the condominium project. Provisions of the Utah Condominium Ownership Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof.

#### VIII. AMENDMENT OF THE BY-LAWS

These By-Laws may be altered, amended, or repealed, at any regular meeting of the unit owners or at any special meeting of the unit owners at which a quorum is present or represented by a vote of unit owners, representing at least two-thirds (2/3) of the ownership in the common areas and facilities, having voting power and acting in person or represented by proxy. Provided, that as a condition to any such alteration, amendment or repeal, written notice of the proposed operation, amendment or repeal shall be given to all unit owners, at least ten days in advance in the case of a regular meeting and in the written notice transmitted in the case of a special meeting.

#### IX. OPERATION AND MANAGEMENT OF CONDOMINIUM PROJECT

The management committee shall be responsible for the maintenance, control, operation and management of this condominium project in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration under which the Condominium project was established and submitted to the provisions of said Act, these By-Laws and such other rules and regulations as the association of unit owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the management committee.

APPENDIX D  
LAND DESCRIPTION  
FOR  
SUBSEQUENT PHASES

PARCEL I: Beginning at a point on the Northerly right-of-way line of Vine Street said point being North 1460.55 feet and West 680.93 feet from the Southeast corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 66° 40' East 256.33 feet; thence South 30° 00' East 108.20 feet to a point on a curve to the left, the radius point of which is South 34° 50' 30" East 175.00 feet; thence Southerly along the arc of said curve 18.79 feet to a point of tangency; thence South 49° 00' West 19.47 feet to a point of a 210.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 40.32 feet to a point of a reverse curve to the left; the radius point of which is South 30° 00' East 180.00 feet; thence Southwesterly along the arc of said curve 60.84 feet to a point of tangency; thence South 40° 38' West 58.00 feet to a point on the Northerly right-of-way line of Vine Street; thence North 49° 22' West along said Northerly line 137.33 feet to the point of beginning.

PARCEL II: Beginning at a point on the Northerly line of Vine Street said point being North 1105.96 feet and West 267.71 feet from the Southeast corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 66° 40' East 208.12 feet; thence South 49° 22' East 198.00 feet; thence South 66° 40' West 208.12 feet to the Northerly line of Vine Street; thence North 49° 22' West along said Northerly line 198.00 feet to the point of beginning. Contains 0.946 acres.

PARCEL III: Beginning at a point on the Northerly right-of-way line of Vine Street, said point being North 957.68 feet and West 99.18 feet from the Southwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 66° 40' East 439.94 feet; thence South 14° 25' East 244.335 feet to the Boundary line deeded to the Hugh C. Alder and Beulah G. Alder property; thence South 53° 43' West along said line 337.75 feet to the Northerly line of Vine Street; thence North 36° 17' West along said Northerly line 325.35 feet to the point of beginning. Contains 2.480 acres.

Together with a 25.00 foot right-of-way over the following:

Beginning at a point on the Northerly right-of-way line of Vine Street said point being North 957.68 feet and West 99.18 feet from the Southwest corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 36° 17' West along said Northerly line 12.27 feet; thence North 49° 22' West along said line 14.51 feet; thence North 66° 40' East 452.98 feet; thence South 14° 25' East 25.305 feet; thence South 66° 40' West 439.94 feet to the point of beginning.

PARCEL IV: Beginning at a point on the Northerly right-of-way line of Vine Street said point being North 1460.55 feet and West 680.93 feet from the Southeast corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 42° 21' 10" West along said Northerly line 46.48 feet to the South line of property deeded to the Jordan Investment Company; thence North 66° 40' East along said South line 71.97 feet to the Southeast corner of said property; thence North 17° 31' West 244.70 feet; thence West 8.00 feet; thence North 5° 50' West 71.00 feet; thence North 53° 47' East 71.50 feet; thence North 4° 30' East 36.00 feet; thence North 34° 00' East 163.50 feet; thence West 54.00 feet to Sixth East Street; thence North 50.00 feet; thence East 187.75 feet; thence South 30° 00' West 43.07 feet; thence South 12° 30' West 288.00 feet; thence South 16° 30' East 115.00 feet; thence South 53° 00' East 88.00 feet; thence South 83° 00' East 74.00 feet; thence South 66° 40' West 352.98 feet to the point of beginning. Contains 2.512 acres.

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WHEREAS, Spring Hill Condominiums, Inc., as the owner of more than two-thirds (2/3) of the undivided interests in the common areas and facilities of Spring Hill Condominiums, Phase One and Bruce V. Broadhead, Hooper Knowlton III, and Marian B. Broadhead, as the majority of the present management committee hereby represents and certifies that on the date of this amendment, the ownership of two-thirds (2/3) of the undivided interest in the common areas and facilities consents to and approves the following amendments;

NOW THEREFORE, for such purposes, Spring Hill Condominiums, Inc., and Bruce V. Broadhead, Hooper Knowlton III and Marian B. Broadhead hereby makes the following amendments to the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominiums, Phase One:

1. The second sentence in sub-paragraph B of Paragraph 16 of the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominium, Phase One is hereby amended as follows:

"Limits of liability under such insurance shall not be less than \$100,000.00/\$300,000.00 for bodily injury; and shall not be less than \$10,000.00 for property damage for each occurrence. "

2. An additional sentence shall be added to Paragraph 23 of the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominiums, Phase One. This sentence shall read as follows:

"Provided, however, a member of the management committee shall not be indemnified under this Paragraph 26 for any acts which constitute gross negligence or willful misconduct."

3. All other Covenants, Conditions, Restrictions and By-Laws as set forth in the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominiums, Phase One as recorded September 7, 1973 in the office of the Salt Lake County Recorder, shall remain in full force and effect and this amendment in no way changes the validity of said Declaration other than as set forth specifically in this amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands this 31 day of October, 1973.

ENCLOSURE 155

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SPRING HILL CONDOMINIUMS, INC.

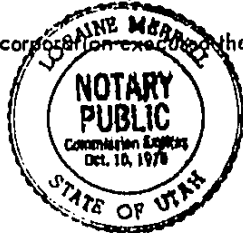
By Bruce V. Broadhead  
BRUCE V. BROADHEAD - President

ATTEST:

Marian B. Broadhead  
MARIAN B. BROADHEAD - Secretary

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

On this 31 day of October, 1973, personally appeared before me, Bruce V. Broadhead and Marian B. Broadhead, who being by me duly sworn, did say that they are the president and secretary respectively of Spring Hill Condominiums, Inc. a Utah corporation, and that the within and foregoing instrument was signed by them on behalf of said corporation by authority of a resolution of its Board of Directors and the said Bruce V. Broadhead and Marian B. Broadhead duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

Oct. 10, 1976

Louise Merrill  
NOTARY PUBLIC, residing in Salt Lake County, Utah

Bruce V. Broadhead  
BRUCE V. BROADHEAD  
Member - Management Committee

Hooper Knowlton III  
HOOPER KNOWLTON III  
Member - Management Committee

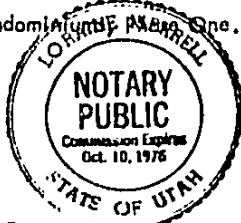
Marian B. Broadhead  
MARIAN B. BROADHEAD  
Member - Management Committee

REC-475-156

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

On this 31 day of October, 1973, personally appeared before me,  
Bruce V. Broadhead and Hooper Knowlton III and Marian B. Broadhead, who being by  
me duly sworn, did say that they do constitute the majority of the management committee  
of Spring Hill Condominiums, Phase One, and that the within and foregoing instrument  
was signed by them on behalf of said management committee and certify that the above  
amendment was agreed to and approved by unit owners representing more than two-thirds  
(2/3) of the undivided interests in the common areas and the facilities of Spring Hill  
Condominiums, Phase One.



*Lorraine Mearrell*  
\_\_\_\_\_  
NOTARY PUBLIC, residing in Salt Lake  
County, State of Utah

My Commission Expires:

October 10, 1976

300-5475-411 157

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